



CITY OF STOCKTON



**REQUEST FOR SEALED BIDS
STORMWATER DRAINAGE BASIN MAINTENANCE
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 22-011)**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JUNE 2, 2022
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

INVITATION FOR SEALED BID
STORMWATER DRAINAGE BASIN MAINTENANCE
PUR 22-011

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **STORMWATER DRAINAGE BASIN MAINTENANCE - PUR 22-011** in strict accordance with the specifications.

The City of Stockton, hereafter referred to as the "City", is requesting sealed bids from contractors, hereafter referred to as "Bidder" to provide maintenance of ten (10) existing storm drainage detention basins, which includes, but not limited to, vector control, weed abatement, rodent control, slope dressing, erosion control, mowing, ripping, discing or grading basin bottom, trash and debris pick-up and removal, cleaning of basin structures, and sedimentation relocation located at various locations throughout Stockton, California.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California up to, but not later than **2:00 p.m., on Thursday, JUNE 2, 2022.**

An optional job walk will be held on MAY 2, 2022, at 09:00 a.m. promptly at 2500 NAVY DRIVE, STOCKTON, CA 95206. Interested bidders arriving at 09:01 a.m. or later will not be admitted. Failure to attend will result in your bid being rejected.

The City reserves the right to reject any and/or all bids received.

Information on Bid Process/Clarification/Technical Data

Alexandria De Lashmutt, Procurement Division
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: **April 22, 2022**

ELIZA GARZA
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST

Did You:

- * Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES **59** to **65**, along with any illustrations/brochures):
 - * Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * Complete and sign the "Bid to be Submitted" form.
 - * Sign the "Bidder's Agreement" form. **Include (with bid) name and e-mail address for the City contact, if different from signatorem.**
 - * Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
 - * Include your **\$5,000.00** bidder's security, bidder's bond, certified or cashier's check.
NOTE: As information, the City will **NOT** accept company or personal checks for bid security.
 - * Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with bidder's security. **Please DO NOT seal your security, bidder's bond, certified or cashier's check in this envelope.** It is for returning the security to the bidder AFTER project award.
- * Submit one (1) ORIGINAL of all bid documents and submit one (1) DIGITAL COPY of all bid documents. Digital copy can be one (1) flash drive with an electronic version or email all bid documents to city.clerk@stocktonca.gov .
- * Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and return signed, if applicable.
- * Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JUNE 2, 2022, at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date.
Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.

- A) **STORMWATER DRAINAGE BASIN MAINTENANCE**
- B) **PUR 22-011**
- C) **JUNE 2, 2022**

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Alexandria De Lashmutt, Procurement Specialist
(209) 937-8357
E-mail: stocktonbids@stocktonca.gov

*If not completed as required, your bid may be voided.

***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

***THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.**

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INVITATION FOR SEALED BID

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide STORMWATER DRAINAGE BASIN MAINTENANCE - PUR 22-011 for the City of Stockton (City).

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, JUNE 2, 2022**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "STORMWATER DRAINAGE BASIN MAINTENANCE for the City of Stockton PUR 22-011." Additionally, submit one (1) flash drive with an electronic version of the bid documents or email all bid documents to city.clerk@stocktonca.gov. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

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1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with the City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted Sept. 1, 2009, effective Oct. 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF BID

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. The City reserves the right to increase or decrease the project scope.

1.6 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.7 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: ALEXANDRIA DE LASHMUTT
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
stocktonbids@stocktonca.gov

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Such request for clarification shall be delivered to the City by **MAY 9, 2022**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by **MAY 19, 2022**, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

1.8 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

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1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.11 LICENSING REQUIREMENTS

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

Bidder must possess a Class "A" General Engineering Contractor, Class "B" General Building Contractor, or Class "C27" Landscaping Contractor license to perform the work specified within these documents.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 INSURANCE REQUIREMENTS

Bidder, at bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A (or Exhibit B of the sample contract).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The bidder shall assert that these insurance requirements will be met as part of their proposal response.

Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance

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requirements be reviewed with bidder's broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact the City of Stockton's Risk Services at (209) 937-5037.

1.13 HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.14 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.15 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly.

1.16 NOTICE TO OUT-OF-STATE VENDOR

The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

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Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.17 TERM

The City plans to establish a three (3) year contract with two (2) possible one (1) year extension(s).

1.18 COMPETITIVE PRICING

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify the CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.19 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.21 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.22 BID SECURITY

Every bid offered shall be accompanied by an acceptable financial instrument (bidder's bond, certified or cashier's check) in favor of and payable at sight to the City of Stockton for an amount not less than \$5,000.00 or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON

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for an amount not less than \$5,000.00 and no bid shall be considered unless accompanied by such certified or cashier's check or bidder's bond.

If bidder elects to accompany their bid with a bidder's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment, materials or services, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying bidder has accompanied their bid with a bidder's bond, appropriate legal action to collect the bidder's bond, shall be undertaken.

As information, the City will **NOT** accept company or personal checks for bid security.

1.23 CONTRACT BONDS

The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of \$0.00 and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for STORMWATER DRAINAGE BASIN MAINTENANCE for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject

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any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.25 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.26 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.27 LIQUIDATED DAMAGES

Liquidated damages in the amount of \$0.00 dollars per day will be assessed per each working day over the time allotted for this project.

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1.28 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.29 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.30 JOB WALK

A job walk will be held on MAY 02, 2022 at 09:00 a.m. promptly at 2500 NAVY DRIVE, STOCKTON, CA 95206. Interested bidders arriving at 09:01 a.m. or later will not be admitted.

1.31 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.32 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.33 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.

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4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's , the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
6. If the protested procurement involves state or federal funds , the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers , and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this

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section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist noted in Section 1.7 of this document.

2.0

BACKGROUND/GENERAL NATURE OF SERVICE

The City Council, pursuant to Resolution Numbers 85-0416, 86-1059, 88-0492, 88-0552, and 99-0400, established the formation of the following five (5) storm drainage basin maintenance districts for flood control.

- 1) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2
- 2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4
- 3) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-14
- 4) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1
- 5) Airport Gateway Center Storm Drainage Basin Maintenance District

Similarly, the City Council adopted Resolution Number 05-0392 to establish an assessment district designated as the "Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1". This consolidated district operates and maintains three additional storm drainage basins, which in addition to providing flood control also function as stormwater quality treatment devices required by the NPDES Permit. The three (3) stormwater quality treatment basins are referred to as:

- 1) Riverbend Basin
- 2) Morada Basin (Cannery Park)
- 3) ProLogis Park at Duck Creek Basin

Maintenance of all the basins is needed to ensure proper and continuing functionality. Maintenance of post construction BMP devices is needed to prevent flooding and property damage. Accumulated trash, debris and water within the vault needs to be removed. Units with filtration cartridges, must to be replaced as necessary. Vector control, if warranted, also needs to be provided to prolong the life of the basin. Basin maintenance results in greater aesthetics, enhanced water quality, improves habitat, reduces local flooding and provides better control of invasive and non-native species within the landscape.

The assessment districts collect funding via the San Joaquin County annual tax rolls for the operation and maintenance of these basins. The Morada (Cannery Park) Basin is a joint-use improvement providing flood control, water recharge, and stormwater treatment functions. The revenue associated for the operation and maintenance of the Morada (Cannery Park) Basin is provided from two funding sources, the Stormwater Utility (441 fund) and Zone 2B of the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (074-6960), with a

proportionate share attributed to each based on the number of parcels receiving benefit from the basin.

The City manages the maintenance of the ten existing storm drainage detention basins, located at various locations throughout the City of Stockton, as represented in Attachment 1-1. The maintenance includes, but is not limited to, vector control, weed abatement, rodent control, slope dressing, erosion control, mowing, ripping, discing or grading basin bottom, trash and debris pick-up and removal, cleaning of basin structures, and sedimentation relocation. The City has reports prepared that include a description of the improvements to be maintained for the upcoming tax year as provided by the District Manager.

2.1 SCOPE OF WORK

The scope of work is further defined by stormwater drainage basin in Section 2.8 Bid Item Detail of this document (Items 2.8.1 through 2.8.51).

2.2 CITY RESPONSIBILITIES

The City will provide maps and keys to access the basins relating to this project.

2.3 GENERAL

Bid Items 1 through 51 are presented to indicate major categories of the work for purposes of comparative bid analyses, payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.4 DURATION OF PRICES

Quoted prices accepted by the City shall be held good and in effect until the Work is completed and accepted by the City, unless modified by an Amendment to the resulting contract.

2.5 WORKING HOURS

Maintenance and inspections shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. weekdays and nine (9:00) a.m. to six (6:00) p.m. on weekends and holidays unless otherwise approved by the City.

2.6 INSPECTION OF WORK PERFORMED

All work performed by the Contractor shall be inspected at the discretion of the City's representative upon known completion of the work.

Contractor shall contact Municipal Utilities Project Manager within 24 hours of completion of maintenance work at each site.

2.7 SUBMITTALS

Contractor shall submit the following at the intervals designated below.

2.7.1 INSPECTION REPORT SUBMITTAL DOCUMENTATION

- 1) Visually inspect and document the slope stability, sediment accumulation, rodent holes, etc.
- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc. and the need for repairs.
- 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

2.7.2 SUBMITTAL REPORT DEADLINES

Reports must be submitted to the City no later than two weeks after completion of the inspection/maintenance of the site in the format agreed upon by the City (See Section 2.7.3 SUBMITTAL REPORT FORMAT).

2.7.3 SUBMITTAL REPORT FORMAT

Prior to the submission of the first inspection/maintenance report, the format of the Inspection Report shall be submitted to the City for approval.

2.7.4 MAINTENANCE REPORT SUBMITTAL DOCUMENTATION

- A. Estimate volume of trash and debris removed. Trash and debris shall be disposed of offsite in accordance with applicable Federal, State and local laws. Provide for any receipts verifying disposal of solid waste at landfills. All transportation, sampling, labor, and material costs associated with this disposal shall be included as part of this bid item.
- B. Record all Maintenance Services recommended to be completed.
- C. Report all Insecticide, Pesticide, Herbicide, Fungicide and Fertilizer amount and type to be used in course of work. Report 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.

2.7.5 DIGITAL PHOTOGRAPHS

Digital photographs shall indicate the date and the job title, identification, and direction the camera was facing. Photos to be submitted on flash drive. No additional compensation shall be provided for digital photographs and all costs therefore shall be included in the overall bid for this project.

2.8 BID ITEMS

Bidder shall include in their bid price all plant, equipment, tools, materials, labor, service, travel, and incidentals, for doing the work, and all other items required to complete the Work in conformity with the resulting Contract Documents unless specifically excluded. If the actual site conditions change from the Description, change to the Scope of Work may be made by the City by an amendment signed by both parties. Any Price changes may be made by means of a written amendment signed by both parties in advance of the Work being performed. (See Section 1.25 CHANGES).

STOCKTON AIRPORT BUSINESS CENTER

2.8.1 Bid Item 1 - Bid Item 1 shall include preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Stockton Airport Business Center Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Stockton Airport Business Center Basin.

2.8.2

Bid Item 2 - Bid Item 2 shall include Inspections and Reports for the Stockton Airport Business Center. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. Inspections shall be completed in the following months. The Contractor shall contact the City representative 24 hours in advance of said inspections. Contractor shall submit an inspection report to the City as providing the output resulting from the inspection.

1.	Month of September
2.	Month of March

B. Inspection Criteria shall include, but not limited to:

- 1) Visually inspect and document the slope stability, sediment accumulation, rodent holes, etc.
- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc. and the need for repairs.
- 4) Inspect and document conditions of the low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. Inspection Reports shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS - Inspection Reports.
- 2) Digital pictures (in accordance with the format and manner in Item 2.7.5 DIGITAL PHOTOGRAPHS - A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.3

Bid Item 3 – Bid Item 3 includes Maintenance Services for the Stockton Airport Business Center Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below

following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-2. Contractor shall contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not be limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary

to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.

- 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
- 6) Contractor shall provide City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts, and least toxic methods of pest control to achieve complete the scope of work in this Bid. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to

original slopes. Apply slope stabilization and erosion control measures.

- a. Maintenance Reports shall consist of the following:
- b. Results from item 2.7.4 SUBMITTALS - Maintenance Reports.

2.8.4 Bid Item 4 – Bid Item 4 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Stockton Airport Business Center Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tule, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.5 Bid Item 5 - Bid Item 5 includes Annual Grading and Sediment removal for Stockton Airport Business Center Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

In basins with mow-less or other sods, the pond bottom shall not be excavated or graded.

ARCH ROAD INDUSTRIAL PARK

2.8.6 Bid Item 6 - Bid Item 6 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Arch Road Industrial Park Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds,

insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Arch Road Industrial Park Basin.

2.8.7 Bid Item 7 - Bid Item 7 includes Inspections and Reports for the Arch Road Industrial Park Basin.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

B. **Inspections.** Inspection of the site shall include, but not limited to:

- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc. and the need for repairs.
- 4) Inspect and document conditions of the low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports.
- 2) Digital pictures (in accordance to the format and manner in item 2.7.5, DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.8 Bid Item 8 – Bid Item 8 includes Maintenance Services for the Arch Road Industrial Park Basin. The Maintenance Services shall be performed and completed in accordance to the schedule outlined below following the

issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-3. Contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. The exceptions are the following: keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary

to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.

- 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
- 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts, and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to

original slopes. Apply slope stabilization and erosion control measures.

2. Maintenance Reports shall consist of the following
 - a. Results from item 2.6.4 SUBMITTALS-Maintenance Reports.

2.8.9 Bid Item 9 – Bid Item 9 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Arch Road Industrial Park Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tulle, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.10 Bid Item 10 - Bid Item 10 includes Annual Grading and Sediment Removal for Arch Road Industrial Park Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

CHARTER WAY INDUSTRIAL SITE

2.8.11 Bid Item 11 - Bid Item 11 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Charter Way Industrial Site Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Charter Way Industrial Site.

2.8.12

Bid Item 12 - Bid Item 12 includes Inspections and Reports for the Charter Way Industrial Site Basin. The Inspections and Reports shall be performed, completed, and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City's Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

B. **Inspections.** Inspection of the site shall include, but not limited to:

- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
- 4) Inspect and document conditions of the low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

1. Results from item 2.7.1 SUBMITTALS-Inspection Reports.
2. Digital pictures (in accordance with the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.13

Bid Item 13 – Bid Item 13 includes Maintenance Services for the Charter Way Industrial Site Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-4. Contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, of the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris, and green waste (i.e., plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post- emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on

Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.

- 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:

- a. Results from item 2.7.4 SUBMITTALS - Maintenance Reports.

2.8.14 Bid Item 14 – Bid Item 14 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Charter Way Industrial Site Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tule, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.15 Bid Item 15 - Bid Item 15 includes Annual Grading and Sediment Removal for Charter Way Industrial Site Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

WESTERN PACIFIC INDUSTRIAL PARK

2.8.16 Bid Item 16 - Bid Item 16 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Western Pacific Industrial Park Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the Contract Documents resulting from this bid; and for demobilization, as it applies to the Western Pacific Industrial Park.

2.8.17 Bid Item 17 - Bid Item 17 includes Inspections and Reports for the Western Pacific Industrial Park Basin. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

- B. **Inspections.** Inspection of the site shall include, but not limited to:
- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
 - 2) Describe existing conditions at the basin site.
 - 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
 - 4) Inspect and document conditions of the low flow earthen channels, concrete channels and flumes, and energy dissipaters.
 - 5) Inspect and document the presence of graffiti and vandalism.
 - 6) Identify and document any pest or rodent infestation.
 - 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
 - 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
 - 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports.
- 2) Digital pictures (in accordance with the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.18 Bid Item 18 – Bid Item 18 includes Maintenance Services for the Western Pacific Industrial Park Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-5. Contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, maintain sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must be in compliance with the State of California Department of Pesticide Regulations.

6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.19 **Bid Item 19** – Bid Item 19 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Western Pacific Industrial Park Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tulle, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.20 **Bid Item 20** - Bid Item 20 includes Annual Grading and Sediment Removal for Western Pacific Industrial Park for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

AIRPORT GATEWAY CENTER

2.8.21 **Bid Item 21** - Bid Item 21 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Airport Gateway Center Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Airport Gateway Center Basin.

2.8.22 **Bid Item 22** - Bid Item 22 includes Inspections and Reports for the Airport Gateway Center Basin. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

- B. **Inspections.** Inspection of the site shall include, but not limited to:
- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
 - 2) Describe existing conditions at the basin site.
 - 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
 - 4) Inspect and document conditions of the flow earthen channels, concrete channels and flumes, and energy dissipaters.
 - 5) Inspect and document the presence of graffiti and vandalism.
 - 6) Identify and document any pest or rodent infestation.
 - 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
 - 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
 - 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports.
- 2) Digital pictures (in accordance with the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.23

Bid Item 23 – Bid Item 23 includes Maintenance Services for the Airport Gateway Center Basin. The Maintenance Services shall be performed and completed in accordance to the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment C-6. Contact the City’s Representative 24-hours in advance

of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
 - 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts, and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.24

Bid Item 24 – Bid Item 24 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Airport Gateway Center Basin for the month of

April. Contact the City's Representative 24-hours in advance of any work or inspections. Mow or disc tulle, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

- 2.8.25** **Bid Item 25** - Bid Item 25 includes Annual Grading and Sediment Removal for Airport Gateway Center Basin for the month of April. Contact the City's Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

RIVERBEND

- 2.8.26** **Bid Item 26** – Bid item 26 includes a one-time repair of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.

- 2.8.27** **Bid Item 27** - Bid Item 27 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Riverbend Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Riverbend.

- 2.8.28** **Bid Item 28** - Bid Item 28 includes Inspections and Reports for the Riverbend Basin. The Inspections and Reports shall be performed, completed and delivered to the City in accordance to the schedule outlined

below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City's Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

B. **Inspections.** Inspection of the site shall include, but not limited to:

- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc. and the need for repairs.
- 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports.
- 2) Digital pictures (in accordance to the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.29

Bid Item 29 – Bid Item 29 includes Maintenance Services for the Riverbend Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-7. Contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.

6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts, and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance to the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.30 **Bid Item 30** – Bid Item 30 includes Annual Mowing Basin Slopes for Riverbend Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tulle, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.31 **Bid Item 31** - Bid Item 31 includes Annual Grading and Sediment Removal for Riverbend for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

In basins with mow-less or other sods, the pond bottom shall not be excavated or graded.

PROLOGIS PARK AT DUCK CREEK

2.8.32 **Bid Item 32** - Bid Item 32 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Prologis Park at Duck Creek Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Prologis Park at Duck Creek.

2.8.33 **Bid Item 33** - Bid Item 33 includes Inspections and Reports for the Prologis Park at Duck Creek Basin. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

- B. **Inspections.** Inspection of the site shall include, but not limited to:
- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
 - 2) Describe existing conditions at the basin site.
 - 3) Document damage to access roads, fences, gates, walls, etc. and the need for repairs.
 - 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
 - 5) Inspect and document the presence of graffiti and vandalism.
 - 6) Identify and document any pest or rodent infestation.
 - 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
 - 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
 - 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

1. Results from item 2.7.1 SUBMITTALS-Inspection Reports.
2. Digital pictures (in accordance to the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.34 Bid Item 34 – Bid Item 34 includes Maintenance Services for the Prologis Park at Duck Creek Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented

in Attachment 1-8. Contact the City's Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e., plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.

6) Contractor shall provide City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.

2. Maintenance Reports shall consist of the following:

a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.35 **Bid Item 35** – Bid Item 35 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Prologis Park at Duck Creek Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tulle, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.36 **Bid Item 36** - Bid Item 36 includes Annual Grading and Sediment Removal for Prologis Park at Duck Creek Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

MORADA

2.8.37 **Bid Item 37** - Bid Item 37 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Morada Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Morada Basin.

2.8.38 **Bid Item 38** - Bid Item 38 includes Inspections and Reports for the Morada. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

- B. **Inspections.** Inspection of the site shall include, but not limited to:
- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
 - 2) Describe existing conditions at the basin site.
 - 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
 - 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
 - 5) Inspect and document the presence of graffiti and vandalism.
 - 6) Identify and document any pest or rodent infestation.
 - 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
 - 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
 - 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports
- 2) Digital pictures (in accordance to the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.39

Bid Item 39 – Bid item 39 includes Maintenance Services for the Morada Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-9. Contact the City’s Representative 24-hours in advance

of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
 - 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance to the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.40

Bid Item 40 – Bid Item 40 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Morada Basin for the month of April. Contact the City's Representative 24-hours in advance of any work or inspections. Mow or disc tule, cattail, and other plant growth when basin is dry or as access

allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.41 **Bid Item 41** - Bid Item 41 includes Annual Grading and Sediment Removal for Morada Basin for the month of April. Contact the City's Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

ARCH ROAD

2.8.42 **Bid Item 42** - Bid Item 42 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Arch Road Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Arch Road Basin.

2.8.43 **Bid Item 43-** Bid Item 43 includes Inspections and Reports for the Arch Road. The Inspections and Reports shall be performed, completed and delivered to the City in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City's Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

- B. Inspections.** Inspection of the site shall include, but not limited to:
- 1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.
 - 2) Describe existing conditions at the basin site.
 - 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
 - 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
 - 5) Inspect and document the presence of graffiti and vandalism.
 - 6) Identify and document any pest or rodent infestation.
 - 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
 - 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
 - 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. Inspection Reports shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports.
- 2) Digital pictures (in accordance with the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.44 Bid Item 44– Bid item 44 includes Maintenance Services for the Arch Road Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-10. Contact the City’s Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March

recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris and green waste (i.e. plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
 - 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.
- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with

recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.45

Bid Item 45– Bid Item 45 includes Annual Discing Basin Bottom and Mowing Basin Slopes for Arch Road Basin for the month of April. Contact the City's Representative 24-hours in advance of any work or inspections. Mow or disc tule, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March

recommend a Maintenance Service and the City concurs with said recommendation.

2.8.46 Bid Item 46- Bid Item 46 includes Annual Grading and Sediment Removal for Arch Road Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

EL DORADO ROAD

2.8.47 Bid Item 47 - Bid Item 47 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the El Dorado Basin; for the marshaling of equipment; for all other work and operations which must be performed or costs incurred prior to beginning work on the various resulting contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the resulting Contract Documents; and for demobilization, as it applies to the Arch Road Basin.

2.8.48 Bid Item 48- Bid Item 48 includes Inspections and Reports for the El Dorado Road. The Inspections and Reports shall be performed, completed and delivered to the City in accordance to the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

A. **Inspections** shall be conducted and submitted to the City in the form of reports. Contact the City’s Representative 24-hours in advance of any work or inspections. Inspections shall be completed in the following months:

1.	Month of September
2.	Month of March

B. **Inspections.** Inspection of the site shall include, but not limited to:
1) Visual inspection and documentation of slope stability, sediment accumulation, rodent holes, etc.

- 2) Describe existing conditions at the basin site.
- 3) Document damage to access roads, fences, gates, walls, etc.... and the need for repairs.
- 4) Inspect and document conditions of the mow-less sod, irrigation system, low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- 5) Inspect and document the presence of graffiti and vandalism.
- 6) Identify and document any pest or rodent infestation.
- 7) For the inspection reports for the month of September and March, make recommendations if a Maintenance Service is necessary for the months of October and April.
- 8) For the inspection reports for the month of March, make recommendations if Discing Basin Bottom and Mowing Basin Slopes is necessary for the month of April.
- 9) For the inspection reports for the month of March, make recommendations if Grading and Sediment Removal is necessary for the month of April.

C. **Inspection Reports** shall consist of the following:

- 1) Results from item 2.7.1 SUBMITTALS-Inspection Reports
- 2) Digital pictures (in accordance to the format and manner in item 2.7.5 DIGITAL PHOTOGRAPHS-A minimum of 15 digital pictures per basin site per inspection shall be submitted with the Inspection Report.

2.8.49

Bid Item 49– Bid item 44 includes Maintenance Services for the El Dorado Road Basin. The Maintenance Services shall be performed and completed in accordance with the schedule outlined below following the issuance of the Notice to Proceed, unless otherwise specified or approved in writing by the City.

1.	Month of October
2.	Month of April

All work described below shall apply to the entire basin site, as represented in Attachment 1-11. Contact the City’s Representative 24-hours in advance of any work or inspections. Postponement of maintenance services to a subsequent month shall only be granted by the City.

Maintenance Service for the months of October and April shall only be initiated if the Inspection Reports for the months of September and March recommend a maintenance service and the City concurs with said recommendation.

Maintenance Services of the basin shall include, but not limited to, the following:

- A. Repairs to basin slopes as a result of erosion, slope stability, sediment accumulation, rodent holes, etc.
- B. Trash and debris pick-up and removal. Pick-up and legally dispose of trash, debris, and green waste (i.e., plant clippings, brush, tree limbs, tree stumps, trees, cattails, tules, etc.) safely offsite. Burning, as a means of waste disposal, is not permitted. Provide estimated volume of the removal of trash and debris in Maintenance Report.
- C. Repair low flow earthen channels, concrete channels and flumes, and energy dissipaters.
- D. Weed Abatement. Maintain weed growth within the entire basin site to a maximum height of 5-inches, including a five (5) foot wide strip outside the fence and property lines, areas at and under fences that border on neighboring property, and other miscellaneous areas as directed by the City. In addition, keep sidewalks, seams between a wall fence and sidewalk, and paved areas within the basin sites free of weeds, if applicable to the job site.
 - 1) Animals will not be allowed for the purposes of weed abatement.
 - 2) Weeding may be done manually or by using selective herbicides or pre-emergent sprays.
 - 3) Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds, as necessary.
 - 4) A program of pre- and post-emergent weed control can be used as often as necessary. Contractor shall exercise extreme care in the use of selective herbicides so over-spraying does not occur. Apply spray treatment as necessary to control tule and cattail growth in pond bottom. Spray and repeat treatments for volunteer tree growth.
 - 5) Any herbicide application shall be in full conformance with the manufacturer's directions and report chemical usage on Maintenance Report. Herbicide usage must comply with the State of California Department of Pesticide Regulations.
 - 6) Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.
- E. Pest (vector and rodent) Control. Contractor shall supply a written pest control recommendation by a licensed pest control adviser to the Municipal Utilities Department for each material to be used at each site. Provide recommendation at least two (2) weeks prior to application. Subject to the City's concurrence with recommendations, provide pest control treatment in accordance with the pest control recommendation.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner

of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

- F. Integrated Pest Management. To the greatest extent possible, the City expects the Contractor to use the Integrated Pest Management practices, principals and concepts and least toxic methods of pest control to achieve complete the scope of work identified in this bid solicitation. Contractor is encouraged to consult with the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Project to determine the most effective and least toxic method of pest control.

Contractor shall use a less toxic pesticide alternative in accordance with the Integrated Pest Management techniques and practices, and in addition, any pesticide to have evidence of causation of cancer, birth defects, mutations, or other severe chronic health effect is banned from use.

Contractor shall provide the City with Safety Data Sheets for all pesticides, herbicides and fungicides proposed for use prior to the actual application of said product.

1. Slope Dressing. Repair rodent burrow damage and erosion areas in pond slope by filling and dressing slope areas to original slopes. Apply slope stabilization and erosion control measures.
2. Maintenance Reports shall consist of the following:
 - a. Results from item 2.7.4 SUBMITTALS-Maintenance Reports.

2.8.50 Bid Item 50– Bid Item 50 includes Annual Discing Basin Bottom and Mowing Basin Slopes for El Dorado Road Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections. Mow or disc tule, cattail, and other plant growth when basin is dry or as access allows. Contractor shall refrain from working in the basin bottom if saturated with water or if standing water is present.

Discing Basin Bottom and Mowing Basin Slopes for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

2.8.51 Bid Item 51- Bid Item 51 includes Annual Grading and Sediment Removal for El Dorado Road Basin for the month of April. Contact the City’s Representative 24-hours in advance of any work or inspections.

Grading and Sediment Removal for the month of April shall only be initiated if the Inspection Reports for the month of March recommend a Maintenance Service and the City concurs with said recommendation.

The Contractor shall excavate and dispose sediment accumulated in concrete flumes, concrete channels, and similar structures, and at pump station intake structures. Contractor shall dispose such excavated sediment at the highest areas of the basin floor. Accumulated sediment and other materials shall not be deposited within 50-feet of any pipeline discharging into the pond or outlet from the pond. Disposed sediment shall be no greater than 1-ft in thickness, and uniformly graded to blend into the basin floor.

2.8.52 **Total Bid** - The total amount bid includes the summation of Bid Items 1 through 51 and represents the total price bid to provide the work as shown on the drawings and as specified in Attachments 1-2 thru 11.

BID DOCUMENTS

- A) BID – STORMWATER DRAINAGE BASIN MAINTENANCE
- B) PUR 22-011
- C) JUNE 2, 2022

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

BID TO BE SUBMITTED

Item No.	Description	Est. Quantity	Unit Price	Total Price
1.	Stockton Airport Business Center Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
2.	Stockton Airport Business Center Inspections and Reports	6		
3.	Stockton Airport Business Center Maintenance Services	6		
4.	Stockton Airport Business Center Annual Discing and Mowing Basin Slopes	3		
5.	Stockton Airport Business Center Annual Grading and Sediment Removal	3		
6.	Arch Road Industrial Park Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
7.	Arch Road Industrial Park Inspections and Reports	6		
8.	Arch Road Industrial Park Maintenance Services	6		
9.	Arch Road Industrial Park Annual Discing and Mowing Basin Slopes	3		
10.	Arch Road Industrial Park Annual Grading and Sediment Removal	3		
11.	Charter Way Industrial Site Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
12.	Charter Way Industrial Site Inspections and Reports	6		
13.	Charter Way Industrial Site Maintenance Services	6		
14.	Charter Way Industrial Site Annual Discing and Mowing Basin Slopes	3		
15.	Charter Way Industrial Site Annual Grading and Sediment Removal	3		
16.	Western Pacific Industrial Park Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
17.	Western Pacific Industrial Park Inspections and Reports	6		
18.	Western Pacific Industrial Park Maintenance Services	6		

Item No.	Description	Est. Quantity	Unit Price	Total Price
19.	Western Pacific Industrial Park Annual Discing and Mowing Basin Slopes	3		
20.	Western Pacific Industrial Park Annual Grading and Sediment Removal	3		
21.	Airport Gateway Center Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
22.	Airport Gateway Center Inspections and Reports	6		
23.	Airport Gateway Center Maintenance Services	6		
24.	Airport Gateway Center Annual Discing and Mowing Basin Slopes	3		
25.	Airport Gateway Center Annual Grading and Sediment Removal	3		
26.	Riverbend repair of the mow-less sod, irrigation system low flow earthen channels, concrete channels and flumes, and energy dissipaters	1		
27.	Riverbend Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
28.	Riverbend Inspections and Reports	6		
29.	Riverbend Maintenance Services	6		
30.	Riverbend Annual Mowing Basin Slopes	3		
31.	Riverbend Annual Grading and Sediment Removal	3		
32.	Prologis Park at Duck Creek Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
33.	Prologis Park at Duck Creek Inspections and Reports	6		
34.	Prologis Park at Duck Creek Maintenance Services	6		
35.	Prologis Park at Duck Creek Annual Discing and Mowing Basin Slopes	3		
36.	Prologis Park at Duck Creek Annual Grading and Sediment Removal	3		
37.	Morada Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
38.	Morada Inspections and Reports	6		

Item No.	Description	Est. Quantity	Unit Price	Total Price
39.	Morada Storm Drainage Basin Maintenance Services	6		
40.	Morada Storm Drainage Basin Annual Discing and Mowing Basin Slopes	3		
41.	Morada Storm Drainage Basin Annual Grading and Sediment Removal	3		
42.	Arch Road Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
43.	Arch Road Inspections and Reports	6		
44.	Arch Road Storm Drainage Basin Maintenance Services	6		
45.	Arch Road Storm Drainage Basin Annual Discing and Mowing Basin Slopes	3		
46.	Arch Road Storm Drainage Basin Annual Grading and Sediment Removal	3		
47.	Eldorado Road Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.	6		
48.	Eldorado Road Inspections and Reports	6		
49.	Eldorado Road Storm Drainage Basin Maintenance Services	6		
50.	Eldorado Road Storm Drainage Basin Annual Discing and Mowing Basin Slopes	3		
51.	Eldorado Road Storm Drainage Basin Annual Grading and Sediment Removal	3		
TOTAL BID: The sum of Items 1 through 51			TOTAL BID	

Any questions regarding specifications should be directed to Alexandria De Lashmutt, Procurement Division, at telephone (209) 937-8357.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

DATE

()

TELEPHONE

NOTE:

Bidders are to mark their sealed bids to clearly indicate the content as:

- A) **STORMWATER DRAINAGE BASIN MAINTENANCE**
- B) **PUR 22-011**
- C) **JUNE 2, 2022**

IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.

BIDDER'S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid .
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be "A Jurat" notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$5,000.00** bid deposit or a bidder's bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

**OFFICE OF THE CITY CLERK
FIRST FLOOR, CITY HALL
425 NORTH EL DORADO STREET
STOCKTON, CALIFORNIA 95202-1997**

On or before **2:00 p.m. JUNE 2, 2022**, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK'S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK'S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL BIDDER**

No. 1
STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2
STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3
STATE OF _____, _____)ss.
County of _____)
(insert)

_____ each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit A:
Insurance Requirements for Landscaping Services
(Landscaping – Pesticides/Herbicides)

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.

4. Environmental Impairment/Pollution Liability, to include non-aerial spraying of pesticides and herbicides, groundwater contamination, etc. with limits no less than **\$1,000,000** per occurrence, to include Sudden and Accidental and Environmental cleanup.

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. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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 before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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 officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. 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 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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

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

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

2. 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 or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, 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.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

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 special circumstances.

Certificate Holder Address

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

City of Stockton

Attn: City Risk Services

400 E Main Street, 3rd Floor – HR

Stockton, CA 95202

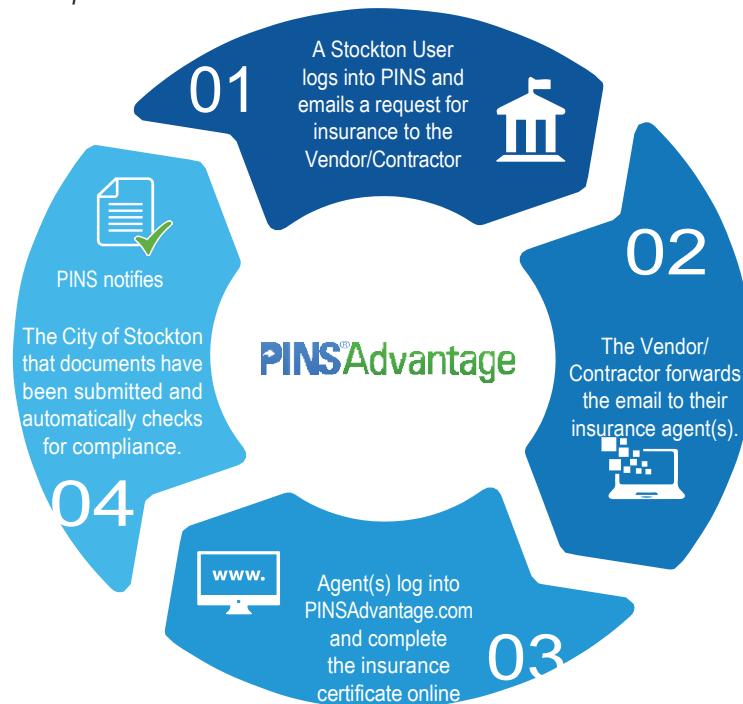
The City of Stockton is now using www.PINSAdvantage.com to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

The PINS system starts with The City of Stockton. A Stockton User logs into PINS and emails a request for proof of insurance to the Vendor/Contractor. The Vendor/Contractor forwards the request email to their Insurance Agent(s). The Insurance Agent(s) logs into www.PINSAdvantage.com and completes the insurance certificate online.

Note: Vendors will receive the insurance request email from: no-reply@pinsadvantage.com

Thank you for your compliance!



PINS[®]Advantage

www.pinsadvantage.com

+ 1 626 844 1838

EXHIBIT B - SAMPLE CONTRACT

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and ("Contractor") to provide as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: _____ Terminates on: _____

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Goods and Services Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions CARES

(If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.): _____

Authorized Signature _____

Date _____

Printed Name and Title of Person Signing _____

Address _____

CITY OF STOCKTON

Harry Black, City Manager _____

Date _____

ATTEST:

Eliza R. Garza CMC, City Clerk _____

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1 (Type the Project objectives)

2. Project Scope

2.1 (Type the Project Scope in detail including location of Work, resources, equipment and facilities needed.)

3. Specifications

3.1 (If applicable and the project has specifications, insert the specifications into this section.)

4. Major Deliverables

4.1 (Type the major deliverables in detail)

5. Tasks That Support the Deliverables

5.1 (In detail, describe the Tasks that support the deliverables and which party will complete them.)

6. Internal and External Standards and Guidelines

6.1 (If applicable and the project has internal and/or external standards or guidelines, insert them into this section.)

7. Criteria of Acceptance for Deliverables

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

425 N. El Dorado Street
Stockton, CA 95202

1. **Key Personnel**

(If applicable, type the name and contact information Key Personnel working on the Project.)

2. **Option to Renew.**

(If an option to renew is applicable, keep this clause and type the specifics as to how many renewal terms e.g. two one-year renewals, etc.)

The term of the Agreement may be extended up to _____ by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed ___ years.

EXHIBIT B

INSURANCE

(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)

C A M P L E

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 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. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials hereby

assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, 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 or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement.

If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement 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 requirements of law shall be determined by the Contractor.

9.4 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 assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement 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.

10.3 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.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received. Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.2 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the

part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement 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.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, 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 of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement 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.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L.88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

SAMPLE

EXHIBIT D

GOOD AND SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the

City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this

Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

7. Findings Confidential

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

8. Right of Inspection

All Deliverables furnished by Contractor must be as specified in Exhibit A and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverable prior to inspection shall not constitute acceptance of the Deliverable.

9. Warranty

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of Deliverable and

shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, Deliverable delivered by Contractor shall become the exclusive property of City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to City or shall dispose of this property only according to City's instruction.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13. Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery including, but not limited to, the additional costs resultant from City procuring substitute Deliverables elsewhere.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 (insert deliverable title) (insert duration i.e. 1 week)

1.1.2 (insert deliverable title) (insert duration i.e. 1 day)

(insert deliverable title) (insert duration i.e. 3 weeks)

SAMPLE

Exhibit G

Special Funding Terms and Conditions

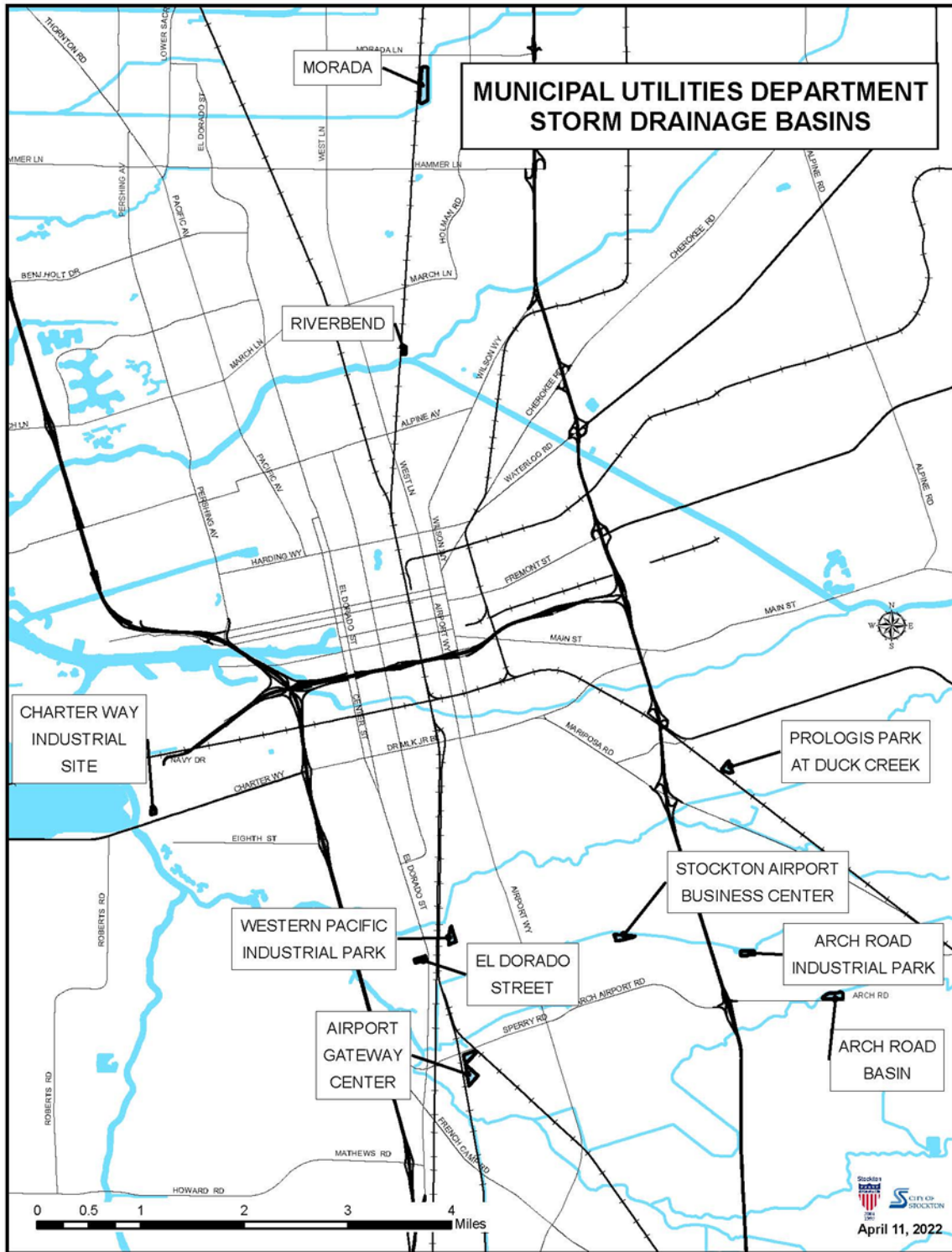
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SAMPLE

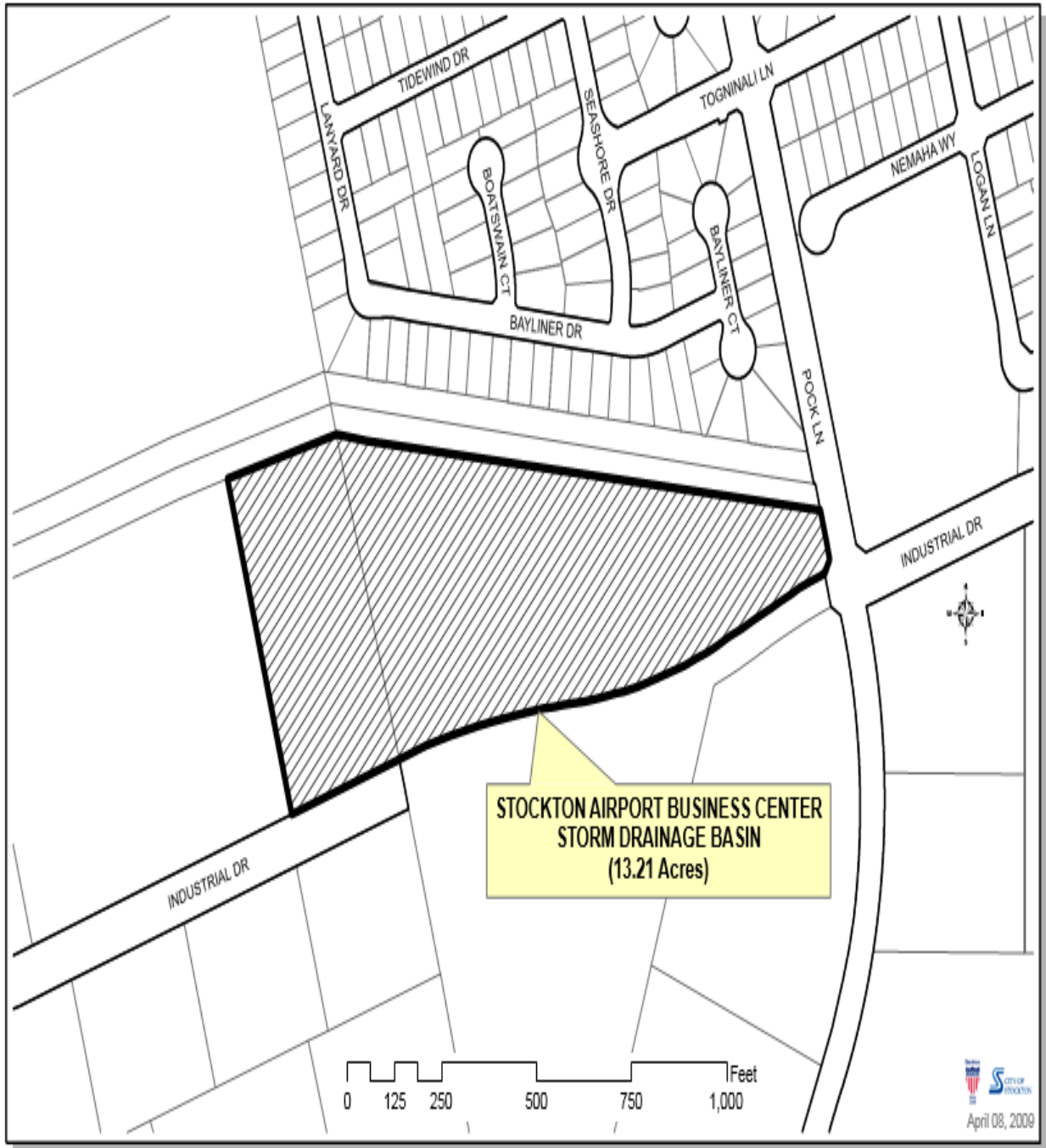
ATTACHMENT 1– MAPS

- 1 – 1 VICINITY MAP
- 1 – 2 LOCATION MAP FOR STOCKTON AIRPORT BUSINESS CENTER STORM DRAINAGE BASIN
- 1 – 3 LOCATION MAP FOR ARCH ROAD INDUSTRIAL PARK STORM DRAINAGE BASIN
- 1 – 4 LOCATION MAP FOR CHARTER WAY INDUSTRIAL SITE STORM DRAINAGE BASIN
- 1 – 5 LOCATION MAP FOR WESTERN PACIFIC INDUSTRIAL PARK STORM DRAINAGE BASIN
- 1 – 6 AIRPORT GATEWAY CENTER STORM DRAINAGE BASIN
- 1 – 7 RIVERBEND STORM DRAINAGE BASIN
- 1 – 8 PROLOGIS PARK AT DUCK CREEK STORM DRAINAGE BASIN
- 1 – 9 MORADA STORM DRAINAGE BASIN
- 1 – 10 LOCATION MAP FOR ARCH ROAD STORM DRAINAGE BASIN
- 1– 11 LOCATION MAP FOR EL DORADO ROAD STORM DRAINAGE BASIN

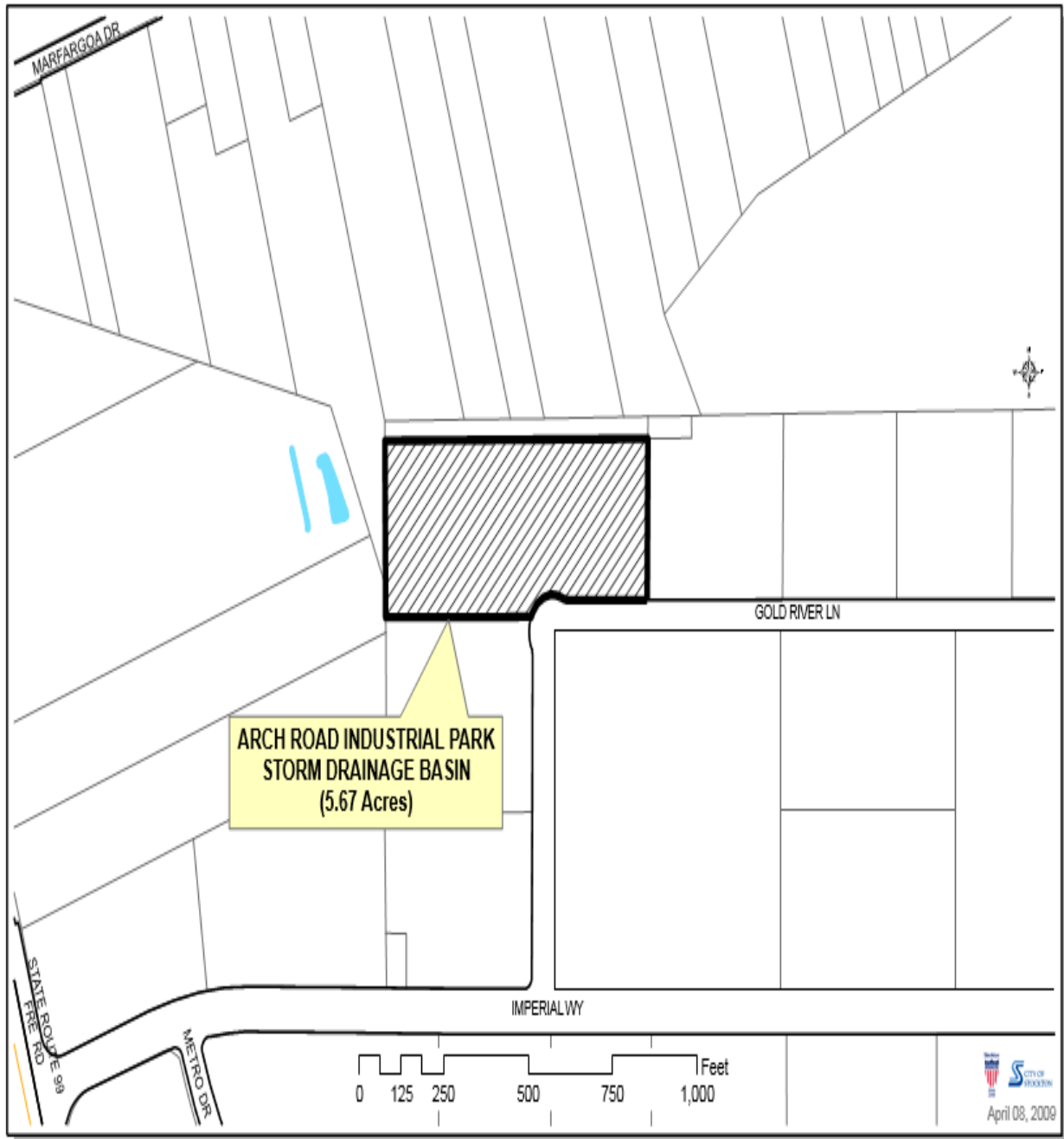
ATTACHMENT 1-1
(VICINITY MAP IN THE BACKGROUND/GENERAL NATURE OF SERVICE)



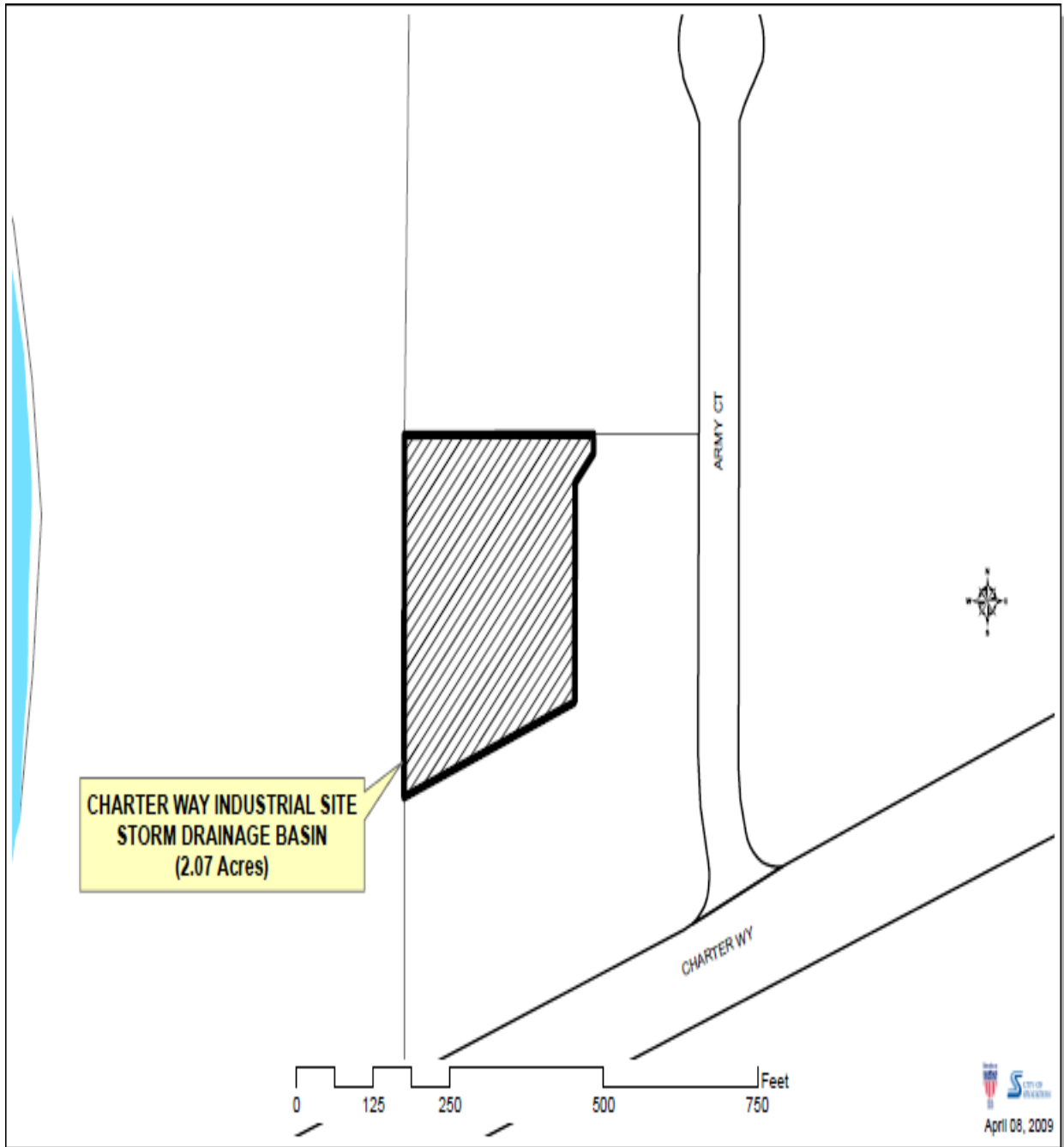
**ATTACHMENT 1-2
(BID ITEMS 1-5 IN THE SCOPE OF WORK)**



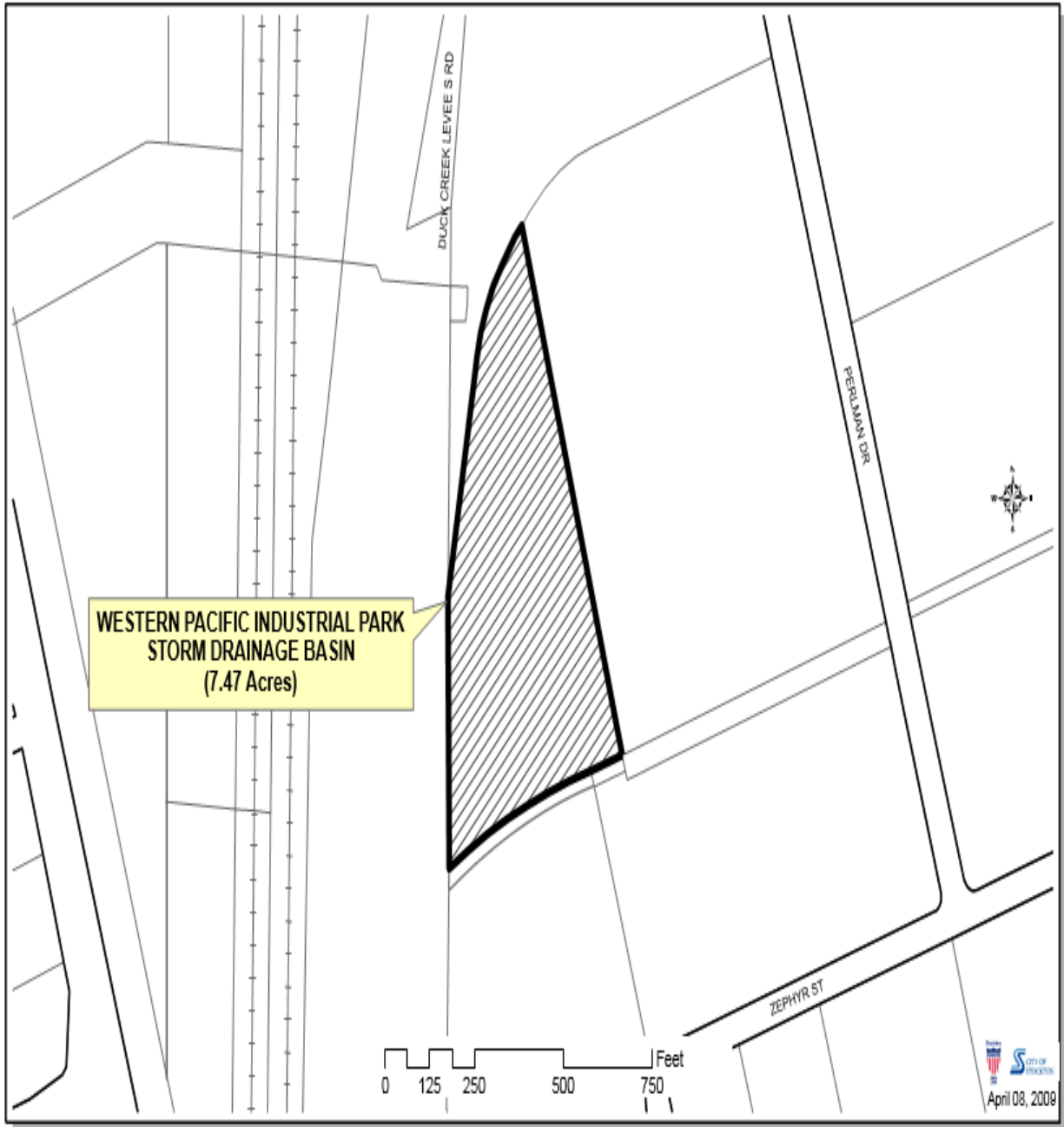
ATTACHMENT 1-3
(BID ITEMS 6-10 IN THE SCOPE OF WORK)



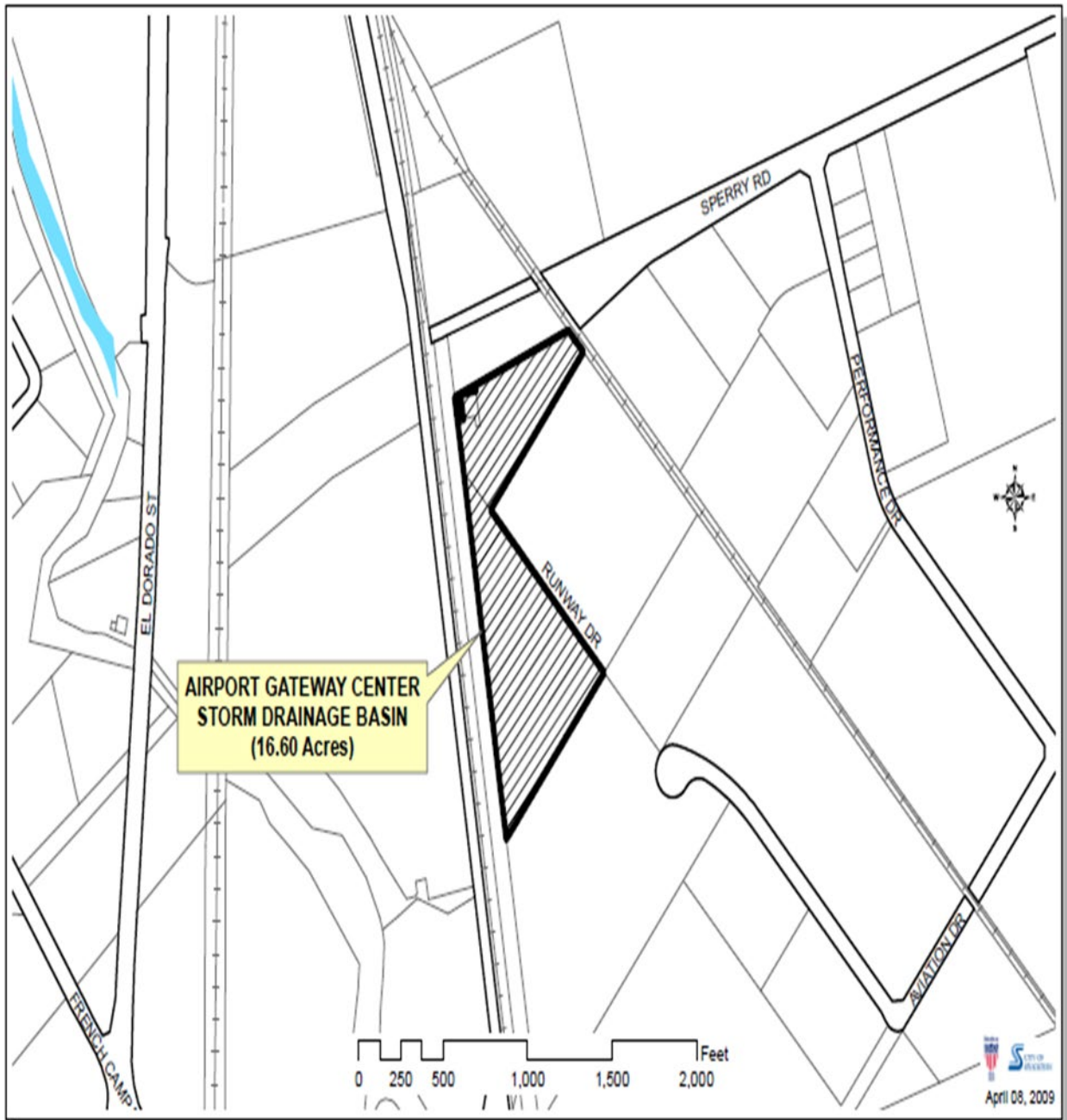
ATTACHMENT 1-4
(BID ITEMS 11-15 IN THE SCOPE OF WORK)



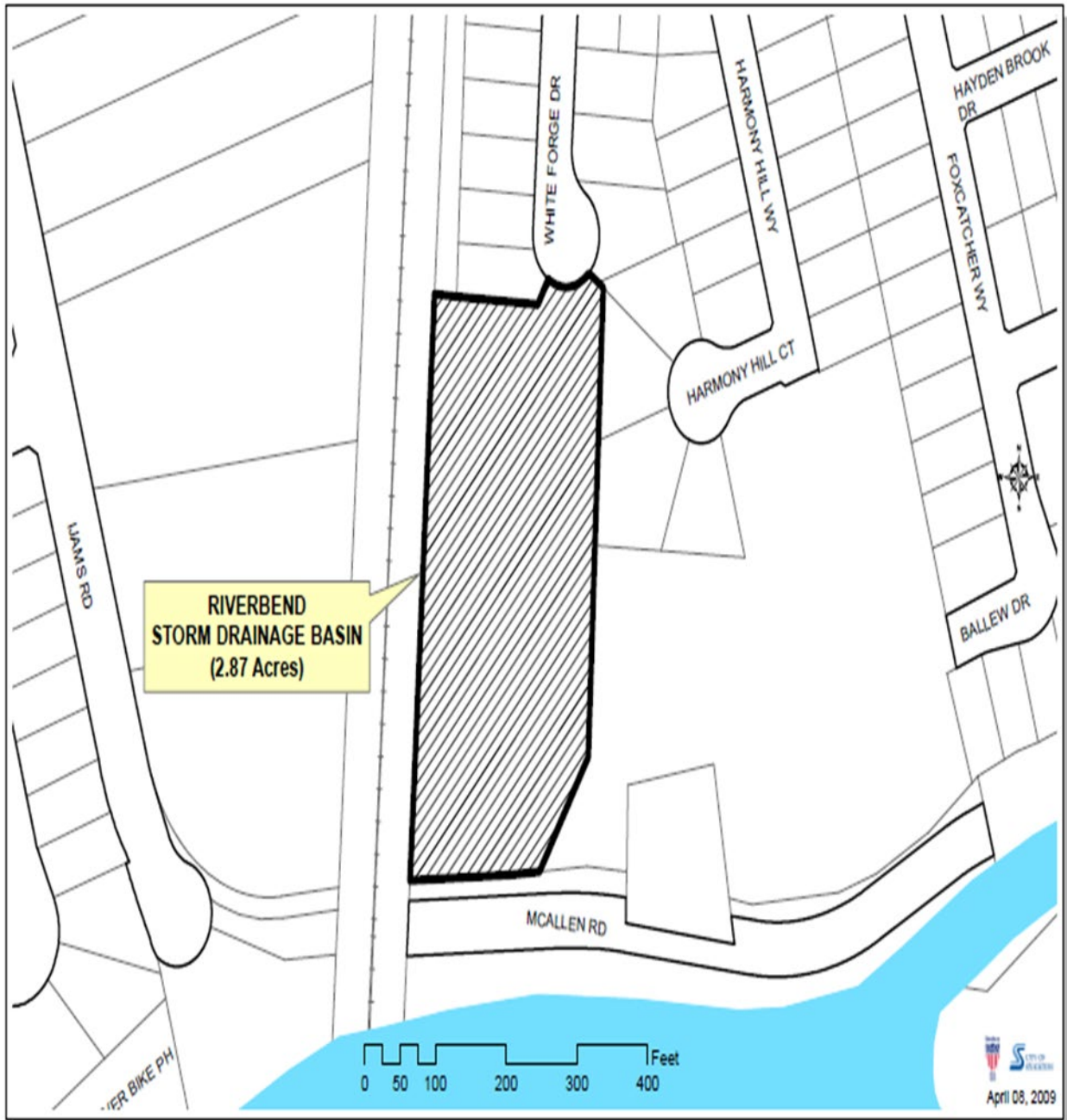
ATTACHMENT 1-5
(BID ITEMS 16-20 IN THE SCOPE OF WORK)



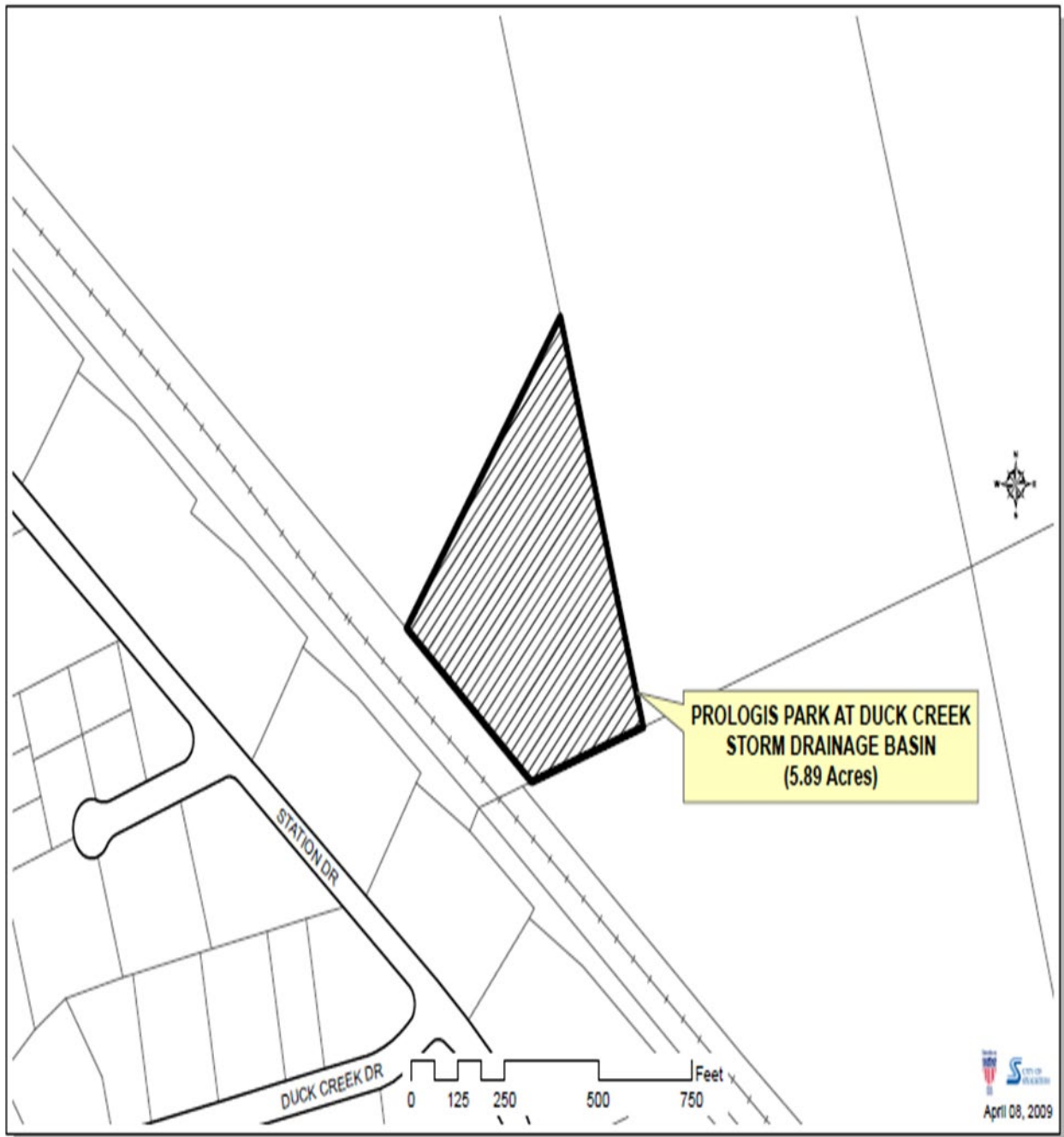
ATTACHMENT 1-6
(BID ITEMS 21-25 IN THE SCOPE OF WORK)



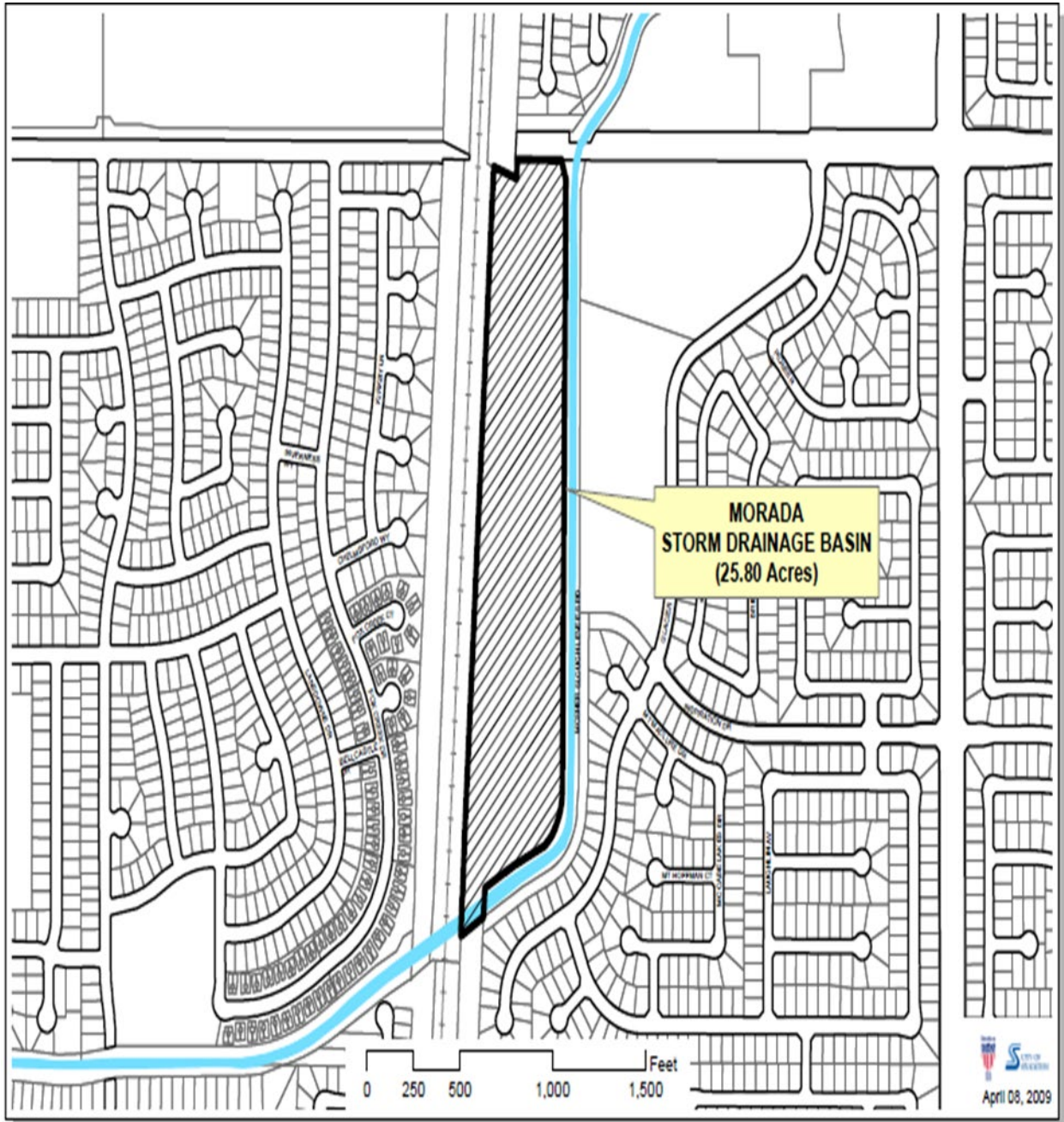
**ATTACHMENT 1-7
(BID ITEMS 26-31 IN THE SCOPE OF WORK)**



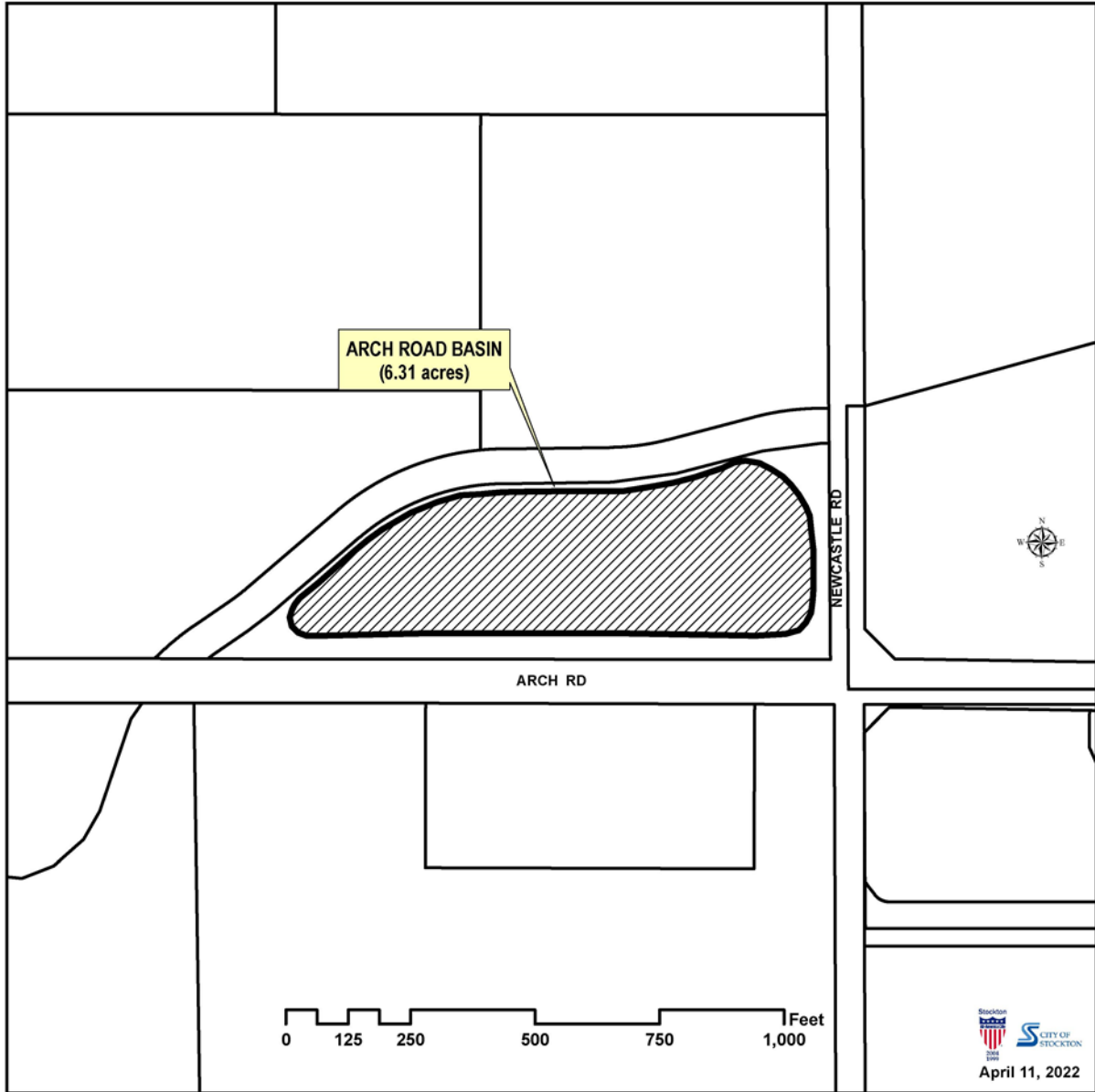
**ATTACHMENT 1-8
(BID ITEMS 32-36 IN THE SCOPE OF WORK)**



ATTACHMENT 1-9
(BID ITEMS 37-41 IN THE SCOPE OF WORK)



ATTACHEMENT 1-10
(BID ITEMS 42-46 IN THE SCOPE OF WORK)



ATTACHMENT 1-11
(BID ITEMS 47-51 IN THE SCOPE OF WORK)

