



PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS

FOR

PARKS MAINTENANCE AND JANITORIAL

PROJECT: OM 23-039

Issued by:

City of Stockton Public Works Department

Parks Division 1465 S. Lincoln St Stockton, CA 95206

JOB WALK: N/A

WRITTEN QUESTIONS SUBMITTED BY:

THURSDAY, JUNE 29, 2023, by 8:00 AM

Date Proposals Due:

WEDNESDAY, JULY 12, 2023, by 2:00 PM

LATE SUBMITTALS WILL NOT BE ACCEPTED

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The City of Stockton's Parks section oversees professional landscape maintenance contractors charged with maintaining safe, sustainable, aesthetically pleasing parks that enhance and improve the quality of life in the City of Stockton and ball fields groomed to the specification of the primary sport of intended use.

1.0 INTRODUCTION

The City of Stockton, Public Works Department, is requesting proposals for park maintenance and janitorial services. Qualified firms wishing to respond to Parks Maintenance and Janitorial, Project No. OM-23-039 must provide all equipment and materials described in this document. The City of Stockton is requesting proposals from qualified licensed landscape maintenance Contractors to provide commercial park maintenance and janitorial services. Upon approval of the contract, work shall be executed beginning on January 1, 2024, and run through December 31, 2026, subject to funding availability and City Council approval. After the initial contract term, there is the possibility for up to two (2) additional one-year terms via extension request by the Contractor and agreement by the City.

2.0 BACKGROUND

The City of Stockton is seeking a qualified licensed landscape maintenance contractor to provide commercial park maintenance and janitorial services.

3.0 PROJECT DESCRIPTION

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

The Instructions to Vendors (Attachment B) provides contract requirements such as licensing and insurance.

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

Various common repairs will include irrigation repairs, emergency callouts, and possibly replanting shrubs and trees.

4.0 SCOPE OF WORK

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SECTION 1 - SPECIFICATIONS AND PLANS

1-1.01 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works Standard Specifications and Plans, and these Special Provisions.

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

1-1.02 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

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

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SECTION 2 - BLANK

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

4-1.01 Beginning of Work

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

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

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

Understanding of Conditions

Contractors should carefully examine these special provisions and attachments to judge for themselves as to the nature of the work to be done and the general conditions of Stockton's parks. A bid shall be considered prima-facie evidence that the Contractor has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, and quantity of the work performed. Contractors are advised to visit and review the job sites prior to the submission of their bids.

Contractors must be thoroughly competent and capable of satisfactorily performing the work covered by this bid and may furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work and any other information as may be deemed necessary by the Contract Administrator in determining such competency and capability.

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

4-1.02 Award of Contract

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

4-1.03 Time of Completion

Upon approval of the contract by the City Council for said work and the furnishing of said

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materials, the performance of said work and the furnishing of said materials shall commence January 1, 2024, and run through December 31, 2026.

4-1.04 Contract Extension

Upon request from the Contractor, the City may approve extending this contract for up to two one-year extensions. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by March 31 of the year in which contract or any extension expires. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications. If maintenance areas are not in conformance by the end of the contract term, the City may deduct the cost to bring the areas into conformance from the contractor's final billing invoice.

For any contract extension the annual contract price increase will be based on the increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index (CPI) for the preceding calendar year when the extension is requested. For example, any contract extension for 2027 will be increased by the percent increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index for 2025. Any contract extension for 2028 will be increased by the percent increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index for 2026.

4-1.05 Liquidated Damages

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

The Contract Administrator may deduct specified damages from payments for each day needed to complete a Deficiency Work Order in excess of the projected finish date for the Deficiency Work Order. Damages accrue starting the first day after an unmet projected finish date (typically 7 days) through and including the day the Deficiency Work Order is considered complete by the City. The City will re-inspect these overdue Deficiency Work Orders for completeness and an additional penalty will be assessed for these inspections. If work is not satisfactorily completed, there may be multiple re-inspection penalties deducted from monthly payment.

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

The Contractor shall pay the following sums for the associated liquidated damages and penalties (deducted from monthly billing invoice):

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

4-1.06 Re-inspection Penalty

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

4-1.07 Termination Clause

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

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

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

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than six Deficiency Work Orders in any six-month period. In the event six such Deficiency

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Work Orders are generated within any given six-month period, this will constitute a lack of diligence in prosecuting the contract, and City may thereupon terminate this contract immediately.

SECTION 5 – GENERAL

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

5-1.02 Project Appearance

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

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

5-1.03 Indemnification and Insurance

See “Instructions to Bidders.”

5-1.04 Increased or Decreased Quantities

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

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

5-1.05 Start of Work Meeting

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

5-1.06 Inspections

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

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5-1.07 Contractor Qualifications

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.08 Contractor Responsibilities

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

The City shall, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property (or while in any way representing the City on or off City property), or is otherwise unsatisfactory, said employee shall be removed immediately from work under this contract upon request of the City.

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

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

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

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

5-1.08.1 Staffing Levels

Contractor shall employ enough staff to ensure performance of the work described. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work. Contractor must anticipate and plan for extra work, at no additional cost to the City, any project deficiencies, or seasonal changes and have adequate staffing to switch from winter to spring/summer maintenance.

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

5-1.08.2 Damage to Improvements

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

5-1.08.3 Safety

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

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

TRAFFIC CONTROL AND LANE CLOSURES

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

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

The Contractor shall provide adequate and continuous ingress and egress for all adjacent

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properties; except for the limited period of time it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion.

5-1.08.4 Traffic Control Plan

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

5-1.08.5 Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as indicated in this section, "Maintaining Traffic", of these Special Provisions. Except for work required under Section 7-1.03 "Public Convenience" and Section 7-1.04, "Public Safety" of the Caltrans Specifications, work that interferes with public traffic shall be performed only as indicated. Traffic lane and sidewalk closures shall conform to the following requirements:

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

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

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

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

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers and detour signs 24 hours a day, including covering signs during non-construction hours. The Contractor shall also provide the City with the names and telephone numbers of three representatives available at all times.

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

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

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

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

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

5-1.08.6 Protection of Property

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

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

5-1.08.7 Illness and Injury Prevention Program

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

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

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

5-1.08.9 Inventory of Materials

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

5-1.08.10 Found Items

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

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5-1.08.11 Key Control

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

5-1.09 Standards of Performance

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

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

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

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

5-1.09.1 Uniforms

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

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

5-1.09.2 Vehicles

All Contractor's maintenance vehicles, or vehicles of those persons representing the Contractor, shall be in good condition with the company name and phone number clearly visible at all times. Contractor vehicles shall be equipped with warning lights, signage, and other equipment necessary to safely work in the City right-of-way. The Contract Administrator or

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representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety and performance. Equipment determined not to be in compliance shall be removed and replaced with suitable equipment.

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

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

5-1.10 Workmanship

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

5-1.11 Quality Control

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

SECTION 6 - BLANK

SECTION 7 - MEASUREMENT AND PAYMENT

7-1.01 General

Full compensation for disposal of materials found routinely on-site and generated from performing the work in these Special Provisions become the property of the Contractor who shall be responsible for its proper disposal which shall be included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

7-1.02 Payments

Payment requests shall be submitted after the end of each service month. Payment requests received earlier than that will not be processed until the month's certified payroll is submitted. Contract work done for the month will be paid approximately 30 days after all required reports

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are found to be complete and billing invoice is approved for payment. Contractor shall provide monthly reports as detailed in SUBMITTALS (Section 10) with the monthly billing invoice.

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

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

Payments Withheld

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

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

Payments Deducted

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

Retention

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

If part or all of Contractor's monthly payment is withheld due to deficiencies, defective work, work not performed incomplete work, and/or failure of the Contractor to make payments to

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

SECTION 8 – BLANK

SECTION 9 - DESCRIPTION OF WORK

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

9-1.01 HOURS AND DAYS OF WORK

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

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

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

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

9-1.01.1 Holidays

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

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

Contractor shall perform regular **bathroom** and **trash collection service** on the following holidays. Contractor shall also perform one extra bathroom and trash collection service the day after the following holidays.

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

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

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

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the labor unions, and that work requires inspection or supervision by the Contract Administrator, the Contractor shall reimburse the City of Stockton the actual cost of inspection and supervision and/or other overhead expenses, which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

9-1.02 SERVICE/TASK FREQUENCY

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

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

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

Task/Service	Frequency	
	November 1 to February 28	March 1 to October 31
Aeration	N/A	October 15-November 15
B-B-Q Ash Removal	Weekly	Mondays
Drinking Fountains, clean and disinfect	Monday, Wednesday, Friday	Daily

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

9-1.03 QUALITY CONTROL

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

CityWorks: “CityWorks” is the City of Stockton’s computerized maintenance management system. Contractor shall maintain an accurate record of all work through “CityWorks” or other CMMS software. The Contractor shall accurately update work orders within two (2) business days. Training, setup and technical support will be provided by the City on the Contractors’ provided computer equipment.

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

A complete list of required documentation is included in SUBMITTALS (Section 10). Whenever work is performed at a site, a maintenance checklist should be used. If there are any items on the daily checklists that should be forwarded to the City for action or information (such as vandalism, restroom and Exeloo toilet problems or large irrigation leaks), Contractor should

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forward the information to the Contract Administrator as soon as possible. Reporting of problems can be done anytime and shall be submitted via telephone (followed by e-mail), or e-mail. These problem reports should be conveyed separately from the usual daily reports. Proactive reporting assists the City with identifying problem areas and allows staff to better respond to resident concerns.

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

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

9-1.04 TURF MAINTENANCE

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

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

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

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

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

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

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

Contractor shall use caution when mowing over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, picnic tables, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage at Contractor expense to the satisfaction of the Contract Administrator.

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

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

9-1.04.1 Ball Fields

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

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

9-1.04.2 Aeration

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

9-1.04.3 Trimming

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

9-1.04.4 Turf Edging

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

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

9-1.04.5 Turf Fertilization

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

9-1.04.6 Turf Weed Control

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be

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damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (10-3.5).

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

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

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

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

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

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to) continual and regular trimming and pruning of the shrubs (with heavy pruning occurring during the winter months), vines and groundcovers, regular operation, and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

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

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

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

Shrubs shall be kept always trimmed/pruned to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall,

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and six inches below the top of any fence/back-up wall. Shrubs in median islands shall be kept trimmed to at least six inches from any curb or median curb and shall not be allowed to grow higher than thirty inches above the median curb. Shrubs shall be kept trimmed so they do not extend into any vehicular travel lane – either in a parking lot or surface street - at any time. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines growing on fences/back-up wall shall be kept trimmed at all times to the bottom of the capstone of the fence/back-up wall, or if there is no capstone, kept trimmed to six inches below the top of any fence/back-up wall. Creeping fig shall be kept trimmed at all times so it does not extend more than three inches from the face of fence/back-up wall. Boston Ivy shall be trimmed in the winter once all leaves have dropped so it does not extend more than three inches from the face of fence/back-up wall. Vines shall be kept trimmed so they do not grow into the adjacent, ground cover, shrubs, trees, or any other plant material. Vines that have grown into the adjacent ground cover, shrubs, trees, or any other plant material shall be removed by May 1, 2024.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system. All groundcovers shall be mowed annually if required by the type of plant material.

9-1.05.1 Trimming and Pruning

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

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

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

Shrubs, vines, and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility

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cabinets and ground level vaults that belong to utility companies. Shrubs, vines, and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch, or become entangled in the feature.

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

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

9-1.05.2 Vine and Groundcover Edging

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

9-1.05.3 Volunteer Plant Material in Landscaping

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

9-1.05.4 Irrigation for Shrubs, Groundcover and Planter Beds

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

9-1.05.5 Fertilization for Shrubs, Groundcover and Planter Beds

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

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9-1.05.6 Dead Plant Material

Contractor shall remove any dead plant material. Contractor shall report removal of dead plants and their opinion as to why the plant died to the Contract Administrator. Plants that die due to Contractor's negligence shall be replaced by Contractor with plant of same size as died, at no cost to the City. Dead flower material shall be removed as needed, with care not to remove new buds. Agapanthus: dead flower stalks shall be removed after flower fade; Day Lily: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month; Society Garlic: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month. In late Fall, dormant ornamental grasses shall be cut down to within 6" of the surrounding soil elevation.

9-1.05.7 Annuals and Perennials

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

9-1.06 TREE SERVICES

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

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

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

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

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

9-1.06.1 Post-Storm Inspection

Contractor shall inspect all trees after any wind and/or rainstorms to determine if any damage has occurred. All downed branches and limbs in maintenance areas shall be removed once each week as part of this work. Where limbs have broken from a tree within 14 ft of ground. Contractor shall cut or remove any jagged edges at the wound. Broken or hanging branches shall be pruned/removed. Stakes shall be straightened and adjusted and broken or unsecured ties and stakes replaced or secured as necessary so that the tree trunk is in a plumb, vertical condition with supports properly secured. Contractor shall report all observed tree damage (include photographs) to the Contract Administrator, including any tree(s) that require re-staking and observed tree damage that Contractor believes is beyond this scope of work.

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

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

9-1.06.2 Tree Trimming

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

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

Contractor shall trim and/or remove any branch(es) over all sidewalks to provide a necessary 8-foot traffic clearance for pedestrian passage.

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

Contractor shall trim all tree branches to keep 14" clear of structures, including but not limited to walls and overhangs and at least three feet clear of any lights or cameras mounted to site amenities and structures.

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

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

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

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

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

9-1.06.3 Endangered Species

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

9-1.06.3 Tree Wells

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

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

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

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

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

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

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

Reporting: Each month, Contractor shall submit a tree service maintenance report with their invoice. The report shall include the number of trees serviced, their locations and the service performed, i.e., trim, remove, remove stakes, retie, fertilize, etc.

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9-1.07 WEED CONTROL

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

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

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

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

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

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

9-1.07.1 Bare Soil Areas

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

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9-1.07.2 Specialty Soil / Undeveloped Areas

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

9-1.07.3 Vegetation Control – Undeveloped Parks

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

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

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

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

9-1.08 INTEGRATED PEST MANAGEMENT

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

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

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

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

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

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

Reporting: Each month, the Contractor shall submit a written report with their billing invoice that shall describe the application date(s), time(s) of application, location(s) of application,

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

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

9-1.09.1 IRRIGATION SYSTEM OPERATION AND MAINTENANCE

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

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

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

The City and Contractor will have remote monitoring and adjustment capabilities for the central irrigation control systems. However, the Contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. The Contractor will view a report of alarms daily, and the Contractor shall investigate and provide a report of what is found. Investigation of the alarm and providing a report of what was found shall be considered part of normal service to be provided by Contractor. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

9-1.09.1 Maintenance and Repairs

Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Irrigation repair work involves the maintenance and repair of all components of the irrigation system. The scope of work includes, but is not limited to, the point of connection, piping system, electrical system and the sprinkler heads that apply water to the landscape areas. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

During normal maintenance operations for all parks (regardless of the type of irrigation control

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

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

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

9-1.09.2 Adjustment, damage, and repairs

1. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.
2. All damage resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense prior to the end of the workday.
3. The Contract Administrator may consider waiving these fees on a case-by-case basis if justified by Contractor, but generally damage and repairs for causes other than the Contractor's operations will be paid for as follows:
 - a. Minor irrigation system repairs shall include the adjustment in height and direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids, and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator.

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

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

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9-1.09.3 Winter System Check

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

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

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

9-1.09.4 Watering Times

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

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

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

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

9-1.09.5 Seasonal Water Adjustments

Contractor shall adjust the water budget considering the season of the year. From November 1 to February 28, irrigation controllers should be turned off. From March 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and

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thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100 % for July, 90% for August, 70% for September, 40% for October. Controllers without percent adjustment capabilities should be adjusted by turning on or turning off watering days. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt a City request of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

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

Contractor may be asked to attend job walks for other irrigation projects at no cost to the City of Stockton.

9-1.09.6 Pump Maintenance

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

Monthly: March through October

1. Perform a visual examination of the system and check for obvious problems such as leaks, illuminated alarm lights, pump cycling or operating with no demand in the field, discoloration in cable, wire and/or connectors, electrical components not functioning, ventilation fan not operating, station cover not secured or locked.
2. Perform a functional check looking/listening for pump or motor vibration, unusual noises from pump or motor that may indicate bearings needing lubrication or beginning to fail or pump cavitation, loose connections.
3. Make sure all valves are in proper positions.
4. Clean and remove all debris from inside enclosure.
5. Clean all filters.
6. Check all pump settings.
7. Check to make sure all safety guards are in place and secure.
8. Operate all valves for the full length of travel at least once and return to normal operational settings.
9. Lubricate pump bearings, check motor oil and blow out/clean pump area/enclosure.
10. Note tasks performed in logbook.
11. Return all components to normal operational settings.
12. Upon completion of service, lock pump enclosure or building in which pump is located.

Winterize: Perform between November 15 and November 30

1. Turn electrical disconnect to the "Off" position and secure with a padlock.
2. Operate all valves for the full length of travel at least once.
3. Close inlet valve to pump, open bypass valves and drain pump case.

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4. Note tasks performed in logbook.
5. Upon completion of service, lock pump enclosure or building in which pump is located.

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

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

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

9-1.10 PARK CLEANLINESS AND MAINTENANCE ACTIVITIES

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

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

Contractor shall collect, remove and properly dispose of all trash, litter and debris from each park site (including parking lots) daily March 1 through October 31 and on Mondays, Wednesdays, Fridays, and Sundays for the remainder of the year, or as determined by the Contract Administrator. All litter/debris collected must be removed from the park in which it was collected before moving to the next park. Contractor is responsible for the proper disposal of all material collected. At no time shall Contractor store any trash, litter, debris at any park site. Upon completion of task, the site shall be clear of all trash/litter/debris.

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

Future Parks – Once each week contractor shall collect, remove and properly dispose of all litter and debris at future parks. Trash/litter/debris collection includes but is not limited to paper, bottles, cans, broken glass, fallen limbs, needles.

Reporting: With each month's billing, Contractor shall submit a report in spreadsheet form indicating the amount of material disposed and the location at which it was disposed.

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Spreadsheet shall be transmitted electronically and shall be on software compatible with City software (template provided upon request after contract award).

Any debris/material in the project area that is considered Bulky Waste (furniture, mattresses, carpet and pads, appliances, e-waste, tires) shall be removed by the Contractor. Information shall be noted on maintenance checklists.

9-1.10.2 Clean and Disinfect Drinking Fountains

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

9-1.10.3 Cleaning Supplies/Caution Signs

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

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

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

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

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

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

Restroom Stocking

Restrooms and Exeloos shall be sufficiently stocked so that supplies do not run out prior to next servicing. The Contractor shall provide urinal and toilet deodorant cakes, paper seat covers where there are dispensers, toilet paper, paper towels where there are dispensers, and

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liquid, gel or powdered hand soaps where there are dispensers. The quality of such supplies shall be approved in advance by the City. All paper products shall contain a minimum of 20% post-consumer content. If dispensers are found missing, Contractor shall request replacement from Contract Administrator.

Floor Drains

All floor drains shall be flushed at least once each week. Every other week Contractor shall clean the trough at the front of the Exeloo so it is free of debris.

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

Deodorizers

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

Restroom Opening and Closing Schedule

Contractor shall lock restrooms by 9 p.m. each night, but no earlier than 7 p.m. Contractor shall open each restroom by 8 a.m. each morning.

Locked Restrooms

Please note that there are some park restrooms that always remain locked. Most of these restrooms still require maintenance, as they are still used by field staff and different user groups. Occasionally, restroom and Exeloo maintenance will be required during event set-up. Contractor is still expected to perform maintenance while outside groups may be readying for an event (at Weber Point, for example). On rental dates, site and restrooms at the Oak Park Magpie fenced picnic area should be cleaned and disinfected by 9 a.m. Picnic rental users are advised not to arrive before 9 a.m. If users arrive prior to 9 a.m., Contractor must still perform maintenance until complete. If this is not possible, Contractor must immediately notify Contract Administrator.

Weber Point Event Center Fountain Porter

Contractor shall open main parking lot gate, open restrooms, confirm fountain and shower are working. Contractor shall also check the parking lot, picnic area, and playground for trash. Contractor shall check restrooms for cleanliness and supplies, ensure no one is climbing on the wires at the stage and pick up any trash around the fountain area. Contractor shall also check trash containers around the fountain area and replace bags as necessary, pick up any trash around the playground, remove any cobwebs from the restrooms, restroom building, or exterior of the pump house. Contractor shall close the main parking lot gate, close restrooms and confirm fountain and shower are shut off. If the fountain is not operational, please phone the Contract Administrator. Typically, these services will be required 7 days a week from the Saturday before Memorial Day to Labor Day.

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9-1.10.5 Site Furnishings

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

9-1.10.6 Rental Picnic Areas in Parks

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

9-1.10.7 Site Structures

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

9-1.10.8 Paved Areas/Hard Surface Areas

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

9-1.10.9 Maintenance Around Community Centers Within Parks

Additional maintenance services are required for community center and other site landscaping located within in parks. There are community centers at McKinley, Oak (Oak Park Senior Center, Oak Park Ice Arena and Oak Park Tennis Center), Panella (Rue Community Center), Stribley, Van Buskirk and Williams Brotherhood parks. Debris and trash removal, irrigation checks and repairs, weed control and other items should be consistent with the maintenance of the rest of the park, including shrub trimming and irrigation repairs

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inside the Oak Park Senior Center courtyard (volunteers weed and care for planter beds other than trees) and Oak Park Tennis Complex. Bare soil areas shall be kept weed-free at all times and center and parking lot groundcover or bark should be trash-free at all times. At Williams Brotherhood Park, this contract calls for all planter bed, irrigation and other parks maintenance around the building and parking lot area of the Merlo Gym. The turf around the Dorothy Jones Center is included in this contract, but the planter beds (care and irrigation) is handled by others.

9-1.10.10 Maintenance for Baseball and Softball Fields

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

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

9-1.10.11 Maintenance for Soccer Fields

Additional maintenance services are required for soccer fields located in parks. A separate maintenance schedule is provided for maintenance at the North Stockton Soccer Complex (Attachment D). Debris and trash removal, weed control and other items must be consistent with the maintenance of the rest of the parks. Bare soil areas, such as soccer fields shall be always kept weed-free.

9-1.10.12 Masonry Fences/Back-up Walls

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

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9-1.10.13 Rodent Control

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

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

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

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

9-1.10.15 Play Equipment/Fall Surfacing Inspection

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

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

Contractor shall rake fall surfacing back into areas where it has been pushed out or moved – typically at the ends of slides and under swings. This should result in the entire surface of the fall surfacing material being a smooth, level, even thickness across the play area. Contractor shall notify Contract Administrator if depth of fall surfacing material cannot be maintained at 12" minimum.

9-1.10.16 Hard Surface Game Court Areas

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

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weeds found on hard surface courts must be immediately abated.

9-1.10.17 Basketball Net/Tennis Net Replacement

Each day contractor is at sites with tennis and basketball courts, it should be noted if basketball nets or nets on tennis courts are present and in usable condition. Contractor shall tighten nets as necessary. Contractor shall notify the Contract Administrator if nets are missing or damaged. Contractor shall install/replace nets as directed for no additional charge. The City will provide nets.

9-1.10.18 Restock Dog Waste Bag Dispensers

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

9-1.10.19 Lighting

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

9-1.10.20 Horseshoe Pits

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

9-1.10.21 Barbeques

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

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

Victory Park

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

Panella Park

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

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Decarli Plaza

Park maintenance at DeCarli Plaza includes cleaning, removing and disposing floating debris and vegetation from the DeCarli Plaza basin once per week. This includes removal of any trash and debris, leaves, branches, algae or aquatic weeds that are accessible from shore within eight feet from edge on the top and below the surface of the water within eight feet of the edge. In accordance with any pertaining state and federal regulations, Contractor shall clean up, remove, and dispose of existing clumps of algae, floating weed growth and any floating debris including, but not limited to, trash, weeds and/or any floating weed/plant/vegetation growth. Contractor shall visit and perform all necessary work as needed to remove and dispose of all floating debris and vegetation from the designated area so that at the completion of the weekly visit, the defined area shall be free of all floating debris and vegetation. This work shall be limited to the portion of basin located between El Dorado Street and Center Street and include the upper basin (fountain portion) as well as the large lower basin. Contractor may be asked to wipe down public art installed in this area as needed. Work shall not include water clarity control.

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

9-1.10.23 Maintenance for Weber Point Event Center

Additional maintenance services are required for Weber Point Event Center. A separate maintenance schedule is provided for maintenance at Weber Point Event Center (Attachment D). Debris and trash removal, weed control and other items must be consistent with the maintenance of the rest of the parks.

9-2 DEFICIENCIES

The intent of these specifications is to call for quality stewardship of the City of Stockton's park system. The selected Contractor should understand that their work will be on display and for the enjoyment and assessment of all citizens and visitors to the area. If there are parts of the Contractor's work that do not conform to the intent of the Special Provisions or the condition of the areas to be maintained is unsatisfactory, Contractor will be notified of the deficiencies and a date by which corrections must be completed. Any form of notification shall be valid. Contractor shall confirm receipt of notice via e-mail or completed work order in CityWorks (or any current work order management system in use by the City of Stockton) within 24 hours. Not providing confirmation of completing the corrections may be considered a lack of diligence in prosecuting the contract.

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

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

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9-3 DISPOSAL OF MATERIALS

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

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

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

9-4 EMERGENCY RESPONSE

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

9-5 Incidental Maintenance Services

All incidental maintenance services, such as emergency and/or after-hours response, irrigation repair or request for additional non-scheduled service, must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved incidental maintenance services shall be based on Contractor's Schedule of Compensation. If Contractor is requested to perform an incidental maintenance service that is not listed on the Schedule of Compensation, contractor shall submit a proposal for the repair detailing the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work. Incidental maintenance services may include, but are not limited to, the following:

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

9-5.1 Various Common Repairs

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

SECTION 10 - SUBMITTALS

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

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with approval of Contract Administrator.

10-1 BID SUBMITTALS

The following items must be submitted with bid:

10-1.1 References

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

10-1.2 Quality Assurance/Quality Control Program

(Sections 5-1.08.8 and 9-1.03).

10-2 CONTRACT AWARD SUBMISSIONS

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

10-2.1 Irrigation System Report

(Section 9-1.09). An initial complete irrigation system check must be accomplished by May 1, 2024, with a report of all deficiencies and a cost to repair them must be provided to the Contract Administrator by June 1, 2024. The report shall include a description of the problem, location and extent of the damage.

10-2.2 Key Control (Section 5-1.07.9)

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

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

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

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

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

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

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

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

Contact information for the Project Manager (supervisor) who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent shall be provided upon contract award.

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

The Contractor should inspect, upon contract award, all trees. Observed tree damage should

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be documented by Contractor in writing to the Contract Administrator.

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

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

10-3 MONTHLY BILLING SUBMISSIONS

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

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

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

10-3.1 Certified Delivery Slips

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

10-3.2 Certified Payroll

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

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

10-3.4 Maintenance Checklists

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

10-3.5 Pesticide Report (Section 9-1.08)

This report shall include the application date(s), time(s), and location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of

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material applied. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month. An annual compilation of these reports will be required each July.

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

Summary of tree services provided each month.

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

Summary of turf conditions at each mowing.

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

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

10-4 OTHER REQUIRED SUBMITTALS

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

Annual review of IPMP practices is due July 15.

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

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

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SECTION 11 - AREAS TO BE MAINTAINED

11-1 Parks

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

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17.	Fong	2525 Blossom Circle	7.55	5		1		Undeveloped acreage shall be kept weed-free at all times.
18.	Fremont	302 E. Fremont St.	2.11	2.11				
19.	Friedberger	1699 Sycamore Ave.	1.5	1.5				
20.	Gibbons	1825 W. Hammer Ln.	3.62	3.62		1		Includes maintenance of oleanders along Hammer frontage in front of park; maintain height between 42"-48"
21.	Gleason	400 S. California St.	2.11	2.11		1		
22.	Grupe	5900 Cumberland Pl.	20.5	20.5		2	1	
23.	Harrell	2244 S. Lincoln St.	8.5	8.5		1	1	
24.	Holiday	5657 Kermit Ln.	2.4	2.4				Includes approximately 7-foot wide fenced area between park and pool.
25.	Holmes	1718 Ralph Ave.	2.1	2.1				
26.	Iloilo	5920 Scott Creek Dr.	6.05	6.05		1		
27.	Independence	800 E. Market St.	2.11	2.11				
28.	King Plaza	555 N. El Dorado St.	2.11	2.11				
29.	Lafayette	800 S. El Dorado St.	2.11	2.11				
30.	Laughlin	2733 Estate Dr.	5	5		1	1	
31.	Legion	1859 N. Baker St.	21.12	14.13		2	1	Does not include lake; but shoreline must be clear of trash/debris and trimmed away from fence; if turf is too wet for mowing near lake; it must be string trimmed on same date as mowing.
32.	Liberty	725 E. Jefferson St.	2.11	2.11				
33.	Loch Lomond	8477 N. El Dorado St.	5.42	5.42		1		
34.	Long	949 Henry Long Blvd.	7	7		1		Includes tennis courts and area southeast of school parking lot
35.	Louis	3303 Monte Diablo	63	55		1	3	See also: Pixie Woods maintenance
36.	McKinley	2300 S. El Dorado St.	22.3	22.3		1	3	Restrooms closed at this time.
37.	McLeod	46 W. Fremont St.	2.7	2.7				
38.	Misasi	Ronald McNair Way	20	20		1		Includes ball fields and soccer fields.
39.	Morelli	1025 W. Weber Ave.	4	4				Includes parking area, frontage and undeveloped area east of parking lot.
40.	Oak	501 E. Alpine Ave.	61.23	61.23		2	4	Includes weed control for area on east side of park between fence and railroad tracks and mowing within

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								pool area.
41.	Panella	5758 Lorraine Ave.	17.32	17.32		2	1	Includes skimming of pond and parking areas.
42.	Parma	9127 Chianti Circle	4	4		1		
43.	Peterson	2499 S. Union St.	2.97	2.97		1		Restroom permanently closed. Does not include adjacent church property.
44.	Pitts	510 Villa Point Dr.	10	10		1		Includes all area on westerly side between sidewalk and wall.
45.	Sandman	8801 Don Ave.	16	16		1	1	Includes parking lot
46.	Sherwood	100 West Robinhood	6.42	6.42		1		
47.	Shropshire	4151 Logan Ln.	5.7	5.7				Includes creek area between fences.
48.	Smith	2606 William Moss Blvd.	5	5		1		Maintenance area includes up to the easterly edge of the bike path on top of the levee.
49.	Sousa	2899 Yellowstone Ave.	5	5				Mow within pool area.
50.	Stribley	1899 E. Hazelton Ave.	20.78	20.78		1	2	Does not include community garden area
51.	Swenson	6801 Alexandria Place	10.6	10.6			1	Maintain 10"-12" 'wall' along water's edge; treat any other growth along water to abate.
52.	Swenson View	Ben Holt / Alexandria	1.7	1.7				
53.	Union	635 E. Pilgrim St.	2.11	2.11				
54.	Unity	5525 Rayanna Dr.	5	5		1		
55.	Valverde	8700 Cherbourg Way	7	7		1		
56.	Van Buskirk	734 Houston Ave.	21.5	21.5		1		Submersible well pump.
57.	Victory	1201 Pershing Ave.	22.45	22.45		1	3	Includes weekly surface skimming of lagoons and special maintenance of the Rose Garden area.
58.	Weber	449 W. Oak St.	2.2	2.2				
59.	Weber Point Events Center	221 N. Center St.	10.3	10.3		1		Maintenance includes front planters, trees and sidewalks; maintain trash-free appearance to street. Porter service includes: open main parking lot gate, open restrooms, clean drinking fountains, pick up trash in parking lot.
60.	Weberstown East	4700 Kentfield Rd.	5	5		1		
61.	Weston	3641 E W S Woods Blvd.	24.4	24.4		2		Also includes parking lot in front of Egusa Gym, adjacent to park near tennis courts.
62.	Williams Brotherhood	2040 S. Airport Way	14.1	14.1		1	1	Restroom closed.

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11-2 Non-Park and Specialty Sites

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
63.	Buckley Cove Boat Launch	4311 Buckley Cove Way						
64.	Joan Darrah Promenade	South Seawall	.83	.83		1		
65.	E.B.M.U.D. Greenbelt	I-5 to McGaw	11.12	11.12				
66.	E.B.M.U.D. Greenbelt	March/Pershing	2.9	2.9				Pershing to approximately 1230' east of Pershing Maintenance located at E.B.M.U.D. right of way along March Lane between Tyrol Lane & Pershing Avenue
67.	Louis Boat Launch	3303 Monte Diablo						Boat launch/gangway area and top boat parking area
68.	Dad's Point							Landscape maintenance
69.	Morelli Boat Launch	1025 W. Weber Ave						
70.	North Seawall		2.1	2.1				
71.	North Stockton Soccer Complex	10055 N. SR 99 W. Frontage Road	38	38		2		
72.	Misasi Park Sports Complex	9820 Ronald E. McNair Way						
73.	Louis Park Sports Complex	3121 Monte Diablo Avenue						
74.	Pixie Woods							a. Annual Maintenance b. Open Season - Janitorial c. Open Season - Boat Refueling
75.	Victory Park Rose Garden	1201 Pershing Ave.						
76.	Routine Landscape Maintenance at	5710 Kermit Lane						Landscape maintenance, including adjacent parking lot

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	Holiday Park Pool Site							
77.	Restroom opening and closing for all PARKS							Lock restrooms by 9 P.M. each night, and open each restroom by 8 A.M. each morning.
78.	Van Buskirk Open Space		214 acres					

11-3 Undeveloped Park Sites

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
79.	Future Park - Peri	2920 McCloud River Rd.	5.9		5.9			Weed and Trash Abatement
80.	Future park - Cannery	9933 Ornella Ln.	1		1			Weed and Trash Abatement
81.	Future park – Bonnaire Circle	1696 Bonnaire Circle	3.0		3.0			Weed and Trash Abatement
82.	Future park – Shady Forest	2020 Shady Forest Way	1		1			Weed and Trash Abatement
83.	Future park – Susan and Madrid	1679 Madrid Way	.73		.73			Weed and Trash Abatement
84.	Future park – Susan and Braden	2839 Susan Way	1.46		1.46			Weed and Trash Abatement
85.	EBMD Greenbelt	Georgetown to Pacific	.88		.88			Weed and Trash Abatement

11-4 Parks With Picnic Rental Sites

	Name	Picnic Area	Seating	BBQ Pit	Water
1	Grupe	Bear – Site 1	180	Yes	No
2	Legion	Turtle – Site 1	16	Yes	Yes
3	Louis	Cottonwood – Site 1	36	Yes	No
4	Louis	Redwood – Site 3	48	Yes	Yes

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

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12.0 PROJECT AND PROPOSAL GENERAL INFORMATION

12.1 Proposal Submissions

Proposals shall be submitted and received no later than Wednesday, July 12, 2023, by 2:00 PM to:

ATTN: KATRINA TAVARES
CITY OF STOCKTON
1465 S. LINCOLN STREET
STOCKTON, CA 95206

The proposal should be firmly sealed in an envelope which will clearly be marked on the outside with “**PARKS MAINTENANCE AND JANITORIAL - PROJECT OM 23-039**”. The Cost Proposal must be in a sealed envelope separate from the proposal. Late Proposals will not be accepted.

12.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

12.3 Proposal Questions and Requests for Clarification

Any question or request for clarification shall be submitted in writing to:

chanel.teach@stocktonca.gov

Requests for clarification shall be submitted by JUNE 29, 2023, by 8:00 A.M. (Pacific Standard Time). If a response warrants an addendum to the RFP, such addendum will be emailed at least two days prior to the proposal due date. It is the proposer’s responsibility to include a copy of such email response with his/her proposal. The response will also be emailed to the other proposers.

12.4 Qualifications and Experience

- A. Proposer shall provide the number of years their firm has provided the services outlined in the RFP.

12.5 Causes for Disqualification

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

- A. Evidence of collusion among proponents;
- 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 RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/bid submittal and considered non-responsive.

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- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent 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.
- G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

12.6 Licensing Requirements

Contractor shall possess and maintain professional certifications or licenses that may be required to perform the work as described herein and such...are the sole cost and responsibility of the proposer.

Contractor shall possess a valid City of Stockton Business License prior to starting work. Contractor shall possess a C-27 specialty license issued by the State of California Contractors State License Board in order to submit a bid for this work. Department of Industrial Relations (DIR) registration is required for general landscape maintenance.

Proposer shall possess a current and valid Quality Applicator License.

The proposer must obtain and maintain the required insurance. Proposer should review Attachment B, Instructions to Proposers for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

Proposer shall provide an outline of its business safety record. Proposer will be required to comply with all existing Federal, State, and Cal OSHA laws and requirements.

12.7 Department of Industrial Relations

Please refer to Attachment B, Instructions to Proposers, for registration requirements with the Department of Industrial Relations.

12.8 Product Ownership

Any documents resulting from the performance of work in the contract will become property of the City.

13.0 REQUIRED PROPOSAL CONTENT

The proposal shall contain the following, at a minimum:

- Cover Letter
- Executive Summary
- Project Team
- Examples of experience with similar types of work
- References
- Schedule
- *****Cost Proposal – separate sealed envelope, including the Supplemental Services Cost Schedule and an hourly rate for incidental repairs.**

The body of the technical proposal shall not exceed 20 pages with a minimum font size of 10. Proposer shall submit 3 bound sets of the proposal and one PDF on a flash drive. The maximum allowable length is exclusive of any folder, cover, or section dividers. Proposals shall be no more than 25 pages, including resumes and the cover letter.

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13.1 Cover Letter

The letter shall be signed by an official with the authority to negotiate and contractually bind the firm with the City of Stockton. Provide name, title, address, email, and telephone number for this official. Describe any subcontract arrangements or licensing agreements. Include any potential conflict of interest.

13.2 Executive Summary

The Executive Summary shall include a summary of the proposal, emphasizing the approach to be taken and including a work plan, schedule, and description of the capabilities of the Contractor. The summary should convey an understanding of the purpose of the project and the maintenance services required for performance.

13.3 Project Team

Describe your team organization including the qualifications of the prime contractor. The following should be addressed:

- Proposer shall provide the name of the principal project manager who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.
- Demonstrate the firm's experience to successfully complete the maintenance tasks. This should include a description of prior experience in working with public agencies, including working with City staff.
- Ability for project team to perform the proposed work within the required time limits considering their current and projected contracts and obligations.
- Ability to provide quality control of all deliverables and be responsive to all issues in a timely manner.
- Provide project team names, email addresses, and phone numbers.
- Proposer shall identify those services that will be outsourced by a subcontractor. The Proposer will be responsible for verifying the experience, qualifications, and validity of all licenses, permits, DIR registration and copyrights for any outsourced work to subcontractors. The Proposer is also responsible for paying its employees and any subcontractors the Proposer hires.

13.4 Examples of Experience with Similar Types of Work

- Provide examples of projects similar in scope and size to this project.

13.5 Litigation

- Proposer shall provide a list of any litigation, including personal and property, involving Proposer's firm in the last five (5) years.

13.6 Technical Approach and Timeline

- Proposer shall provide a detailed written outline of their firm's proposed approach and timeline to the project, and the tasks the firm undertakes prior to and during the project to ensure its completion and success.
- The proposer shall provide detail on types, age, and condition of equipment to be used on this project.
- Proposers are encouraged to use innovative maintenance techniques and technology to improve efficiencies. Provide details on innovations that will be used in this project.

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13.7 References

Proposer shall provide at least five (5) references that have contracted similar services from the Proposer. Proposer shall provide company name, contact name, and phone number for each reference.

13.8 Schedule

Provide the estimated times and days of the week for each of the services described in the Scope of Services. The selected contractor is expected to respond within 45 minutes to a park site for call outs.

13.9 Cost Proposal

Proposer shall submit a cost proposal as part of their overall proposal. Identify monthly costs for each month which total an annual amount for January to December, this should include total fee for all costs to complete all the tasks based on the type of service done. See Attachment C.

The cost proposal must be in a sealed envelope separate from the other required proposal content.

14.0 PROPOSAL EVALUATION

The Contractor Selection process is anticipated to follow the timeline shown below.

Event Date

Post Request for Proposals	June 14, 2023
Written Questions submitted by	June 29, 2023, at 8:00 A.M.
Response to Written Questions	July 6, 2023, at 5:00 P.M.
Proposals Due	Wednesday, July 12, 2023, at 2:00 P.M.
Interviews Start	IF NECESSARY
Negotiations	IF NECESSARY
City Council Approval	October 17, 2023

14.1 Proposal Evaluation

The selection committee will evaluate all proposals. Ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment A). Cost will be a factor in the evaluation, but selection is predominantly qualifications based on qualifications and how well the Contractor fits within the City's objectives for parks maintenance and janitorial contractor.

Cost proposals will not be opened until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose. Also, non-Stockton firms should make an effort to use Stockton contractors whenever possible. Points will be weighted based on the amount of work being performed by the local contractors and/or businesses.

14.2 Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor. The selected contractor will be expected to enter into a Maintenance Services Contract with the City. Proposers should direct their attention to Attachment B, Instructions to Proposers for the most current insurance and indemnification

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language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until the Council approves the contract and the City manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

Attachment A – Evaluation Scoring Sheet

Attachment B – Instructions to Vendors

Attachment C – Schedule of Compensation

Attachment D - Maps and Additional Maintenance Schedules

- **Offer of Proposal**
- **Cost Schedule**
- **Non- Collusion Declaration**
- **D.I.R. Labor Compliance**
- **Title VI**
- **Local Employment Ordinance**
- **Local Business Preference Ordinance**