



**REQUEST FOR SEALED BIDS
DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 24-027)**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., Thursday, March 28, 2024
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

INVITATION FOR SEALED BID
DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES
PROJECT # PUR 24-027

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **DELTA WATER TREATMENT PLAT LANDSCAPE SERVICES (PUR 24-027)** in strict accordance with the specifications.

Municipal Utilities Department (MUD) needs a licensed contractor to perform landscaping services which includes regular maintenance at the Delta Water Treatment Plant (DWTP).

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/mudbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than **2:00 p.m (PST) on Thursday, MARCH 28, 2024.**

A mandatory job walk will be held on Wednesday, March 6, 2024 at 9:00a.m. promptly at 11373 N Lower Sacramento RD, Lodi, CA 95242. Interested bidders arriving at 9:01 a.m. or later will not be admitted. Failure to attend will result in your bid being rejected.

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

Information on Bid Process/Clarification/Technical Data

Josh Mireles Procurement Specialist
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

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

Dated: February 22, 2024

ELIZA GARZA, CMC
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST

Did You:

- * ___ Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES **27 to 30**, along with any illustrations/brochures):
 - * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ___ Complete and sign the "Bid to be Submitted" form.
 - * ___ Sign the "Bidder's Agreement" form. **Include (with bid) name and e-mail address for City contact, if different from signatree**
 - * ___ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.

- * ___ Submit one (1) electronic copy of all bid documents to city.clerk@stocktonca.gov

- * ___ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid

- * ___ Deliver bid electronically city.clerk@stocktonca.gov before **March 28, 2024, at 2:00 p.m.(PST)** The subject should be "DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES (PUR 24-027)"
 - A) Delta Water Treatment Plant Landscape Services**
 - B) (PUR 24-027)**
 - C) March 28, 2024**

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Josh Mireles, Procurement Specialist (209) 937-8357 e-mail: stocktonbids@stocktonca.gov

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

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

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

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide Landscape Services for the Delta Water Treatment Plant for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m(PST), on Thursday, March 28,2024.**

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

The bid should be send electronically to city.clerk@stocktonca.gov with the subject, "DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES (PUR 24-027)." Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

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

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

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

1.5 CONSEQUENCE OF SUBMISSION OF BID

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

1.6 EXAMINATION OF BID MATERIALS

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

1.7 ADDENDA AND INTERPRETATION

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

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

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Such request for clarification shall be delivered to the City by March 13, 2024. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid by March 20, 2024, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

1.8 DISQUALIFICATION

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

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

1.9 BID REJECTED

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

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

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1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

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

1.11 LICENSING REQUIREMENTS

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

Bidder must possess a valid Class C-27 Contractor's License to perform the work specified within these documents. All appropriate licenses required for spraying of chemicals and/or pesticides shall be maintained for the duration of the contract. Bidder must possess a valid California Pest Control Operator's license or access to a California licensed pest control operator through a valid subcontracting agreement. Bidder must also have access to a certified arborist either on company staff or through a valid subcontracting agreement.

A City of Stockton Business license will be required for this project and must be on file at the time the final contract is executed. Contact the City of Stockton Business License Division at (209) 937-8313, or www.stocktonca.gov for forms.

1.12 INSURANCE REQUIREMENTS

Bidder, at Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1 (or Exhibit B of the sample contract).

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

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

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The Bidder shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Bidder's broker to ensure any additional costs are included in the proposal pricing component.*

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

1.13 HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

1.14 APPLICABLE LAW

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

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

1.15 METHOD OF PAYMENT

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

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1.16 NOTICE TO OUT-OF-STATE VENDOR

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

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

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

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

1.17 TERM

The City intends to award a five (5) year contract.

1.18 COMPETITIVE PRICING

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

1.19 FUNDING

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

1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

1.21 AUDITING OF CHARGES & SERVICES

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

1.22 BID SECURITY

Every bid offered shall be accompanied by an acceptable financial instrument (bidder's bond, certified or cashier's check) in favor of and payable at sight to the City of Stockton for an amount not less than \$0.00 or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than \$0.00 and no bid shall be considered unless accompanied by such certified or cashier's check or bidder's bond.

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

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

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

1.23 CONTRACT BONDS

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

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

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

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

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for Delta Water Treatment Plant Landscape Services for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

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

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

1.25 CHANGES

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

The City understands increased Contractor costs due to wage and equipment costs over the course of the Contract term. The Contractor must agree to perform

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the described work for the prices indicated in its proposal and markup stipulated in the contract or as negotiated by the City for the life of the contract.

At the request of the Contractor, City and Contractor will meet and revise prices annually to be effective for the next contract year in July of each year. The City shall only consider increases in labor rates which directly correspond to published California Department of Labor prevailing wage rates for applicable work and region of Stockton.

The City shall only consider increases in equipment or material costs which correspond directly to the published consumer price index (CPI) for similar services in Stockton, California, according to the Bureau of Labor Statistics and shall not exceed 3% in any one year.

Revised rate increase proposals shall be submitted in writing to the City for consideration. Submissions shall include justifications and references in writing and are subject to City verification prior to acceptance for the following Contract year.

1.26 OTHER GOVERNMENTAL AGENCIES

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

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

1.27 LIQUIDATED DAMAGES

Does not apply to this solicitation.

1.28 PRODUCT OWNERSHIP

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

1.29 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to

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confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.30 JOB WALK

A job walk will be held on March, 6, 2024 at 9:00 a.m. promptly at 11373 N Lower Sacramento RD, Lodi, CA 95242. Interested bidders arriving at 9:01 a.m. or later will not be admitted. The bidder shall carefully examine the site of work and the Plans and Specifications. The bidder shall investigate to their satisfaction all site conditions to be encountered; the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered; the work to be performed; the materials to be furnished and installed; and the requirements of the Proposal, Plans, Specifications, and Contract. If omissions, discrepancies or apparent errors are found in the Plans and Specifications and/or these Special Provisions prior to the date of the bid opening, the bidder shall submit a written request for clarification as set forth in Section 1.7.

**1.31 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION
REGISTRATION REQUIREMENTS**

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

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

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

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

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

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

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

1.32 CONTRACTOR'S SAFETY RESPONSIBILITY

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

1.31 PROTEST POLICY

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

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the

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bid/proposal due date and time to allow adjustments before evaluation of the solicitation.

5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

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

Bidders, proposers , and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

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

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton (City) is seeking a licensed landscape Contractor to provide landscape services for the Delta Water Treatment Plant (DWTP).

2.1 SCOPE OF SERVICES

Successful Bidder here in after referred to as (Contractor) to provide a level of maintenance that will present the facilities in an attractive, desirable, neat and trim appearance at all times. It is the intent to call for the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry. The Contractor agrees to maintain all designated park areas covered by these special provisions at this level. The Municipal Utilities Department Representative/Project Manager, Supervisors, and Director shall be the sole judge as to whether Contractor's work conforms to the specifications.

The Contractor is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. The 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.

The Contractor shall maintain the facilities described in Section 2.5.2 "Shrubs, Vines, Groundcover, and Shrub/Flower/Planter Beds Maintenance" by means of regular and scheduled watering, weeding, fertilizing, mowing, cultivation, trimming, edging, pruning, operation and maintenance of the irrigation system, regular trash/debris collection/disposal, all as described in Section 2.5.2 and 2.5.3, and any other operations necessary to keep the areas in an attractive, desirable, neat and trim appearance at all times.

The Contractor will adhere to the schedule of frequency, as described in Section 2.5.2 and 2.5.3.

The Contractor is responsible for any and all damage to any improvements and landscaping which is a result of Contractor's actions. The Contractor shall repair or replace any damaged improvement and landscaping to the satisfaction of the Municipal Utilities Department Representative/Project Manager, at no cost to the City.

The 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 described in these special provisions.

The Contractor shall have knowledge and expertise with irrigation systems and be able to provide additional work such as irrigation repairs and replanting.

The Contractor and Contractor's employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee. Such uniform shall be consistent for all workers and shall be worn at all times while performing the work, as per this document. Said uniform shall be kept in a neat, clean and orderly manner.

All Contractor's maintenance vehicles, or vehicles of those persons representing the Contractor shall be in proper working order and in good state of repair. Also, such vehicle(s) shall clearly present the Contractor's company name, address, and telephone number of a local office. Automobile insurance approved by the City's Risk Services shall be valid for all vehicles used during the execution of this contract for the entire term and any extensions.

The Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Municipal Utilities Department Representative/Project Manager. The Contractor shall cooperate with the Program Manager to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Program Manager. Corrections shall be at no additional cost to the City of Stockton. The Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

The Contractor shall ensure supervision of all work crews at all times while performing work under contract agreement. Personal supervision is not required, providing that equipment or other means are provided which enables the work crews to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from the Municipal Utilities Department Representative/Project Manager and any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization. The Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors, as required, to implement modern methods and newly developed horticultural procedures. The Contractor shall be responsible for the skills, methods, and actions of the Contractor's employees and for all work.

All work shall be performed with the utmost concern for safety of both the workers and the public.

The Contractor and their staff shall meet the following qualifications:

- a) All landscaping services shall be performed by a person(s) with at least one (1) year of relevant landscaping experience, and directly employed and supervised by the Contractor.

- b) Shall have at least two (2) years of relevant experience in landscape/grounds care maintenance of facilities similar in size and amenities to those on which Contractor has bid.
- c) Shall have someone in their employ that can operate and troubleshoot problems with irrigation booster pumps.
- d) Shall have adequate equipment and employ adequate staff to maintain the facilities.
- e) Shall provide proof that any chemicals used in the performance of their duties have been approved for general use by the San Joaquin Department of Environmental Health. Any special permits required to use herbicides, pesticides, and/or fertilizers are the sole responsibility of the Contractor.

2.2 AWARD SUBMITTAL

Within twenty one (21) calendar days after the award of the contract, the Contractor shall submit a work schedule showing the proposed dates, times, and locations of the maintenance work to be performed to the Municipal Utilities Department Representative/Project Manager. The Contractor shall not be allowed to commence work until a work schedule is submitted. Should the Contractor wish to later modify this schedule, a written request must be submitted to and approved by the Municipal Utilities Department Representative/Project Manager prior to the revised schedule becoming effective.

Attached to the monthly billing, the Contractor shall provide the Municipal Utilities Department Representative/Project Manager the following:

- a) Completed maintenance checklist. Maintenance checklist shall be generally in the format as shown in **Attachment A**.
- b) Report of any problems encountered and recommendations for resolution of problems outside the contract's scope of services.
- c) An accounting of disposal of waste generated by maintenance activities. This accounting shall include the amount of material, type of material and where material was disposed, including copies of disposal tickets/receipts.

The Contractor shall submit certified delivery slips for all material(s) required to be supplied with the Contract. On a monthly basis, the certified delivery slips shall be submitted to the Municipal Utilities Department Representative/Project Manager for verification. Materials shall be the best available. Upon request, samples of the material supplied shall be submitted to the Municipal Utilities Department Representative/Project Manager for review and approval.

2.3 INSPECTIONS

Staff from the Municipal Utilities Department will conduct regular inspections of Contractor's work.

2.4 MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact the Municipal Utilities Department Representative/Project Manager for a pre-job meeting.

At least once (1) each month, the Contractor shall meet with the Municipal Utilities Department Representative/Project Manager. The purpose of the meeting is to review the status of maintenance activities, conformance of the work to the specifications, discussing areas to be maintained, contractor's work schedule, areas that need special attention or correction, and any difficulties the contractor may be experiencing. Failure to be available to meet with the Municipal Utilities Department Representative/Project Manager on a monthly basis will constitute a breach of contract. During this meeting, the Contractor is expected to report any and all conditions that may exist or occur which detract from the appearance of the landscaping or site improvements or that pose a potential threat to public health or safety or longevity of site improvements. Said reporting shall be done even if correction of the condition is not within the scope of service required of the Contractor.

2.5 MAINTENANCE TASKS

It is the intent of these special provisions that the Contractor provide a level of maintenance that will present the facilities in an attractive, desirable, neat and trim appearance at all times. It is expected that the Contractor will provide that level of maintenance by operations including, but not limited to, regular and continual mowing, trimming, pruning, regular operation/adjustments to the irrigation system, weeding, and blowing off debris. The Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

2.5.1 Hours 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 7:00 a.m. and 4:00 p.m.

2.5.2 Shrubs, Vines, Groundcover, and Shrub/Flower/Planter Beds Maintenance

The Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds, shown in **Attachment C**, in an attractive desirable, neat, trim and weed-free appearance at all times. It is expected that Contractor will provide that level of maintenance by operations including but not limited to continual and regular trimming, pruning, and regular operation/adjustment to the irrigation system.

Excessive 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. The Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

Trimming, pruning, and thinning of shrubs is expected to be done approximately once a week from early spring to early fall, and once a month from early fall to early spring. Trimming/pruning may have to be performed more often to keep the plant material in conformance with these specifications.

Shrubs, vines, and ground cover planted adjacent to fences, buildings, walls pedestal-type utility enclosures, or other vertical elements shall be kept trimmed/pruned so that branches do not rub or become entangled in the feature. A clear path to any feature requiring routine access shall also be maintained.

The Contractor may use growth regulators. The Contractor shall obtain permission from the Municipal Utilities Department Representative/Project Manager prior to use.

All shrub, vine, ground cover, and planter/flower beds shall be kept in a weed-free state. All weeds and foreign-growth must be removed as soon as it appears. The Contractor shall remove/destroy/kill all weeds within the areas to be maintained including adjoining sidewalks, curbs and gutters. See **Attachment E** for example. Contractor shall remove any dead plant material. All shrub and flower beds shall be maintained in a weed-free state. Weeds shall be removed at the first sign of growth using proper horticultural techniques and weeding tools so that desired plant material is not damaged.

All material generated during trimming/pruning operations shall be removed from the site by the end of the work day. 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.

Volunteer plant material, including but not limited to shrubs, vines, trees, palms, etc., that exist as a result of natural or volunteer growth and not intentionally planted as part of the landscaping shall be removed. Any of this natural or volunteer growth is to be pruned, removed and the stump treated with herbicide to prevent re-growth.

Ground cover/planter areas shall be fertilized twice each year. Fertilizer is to be applied in the spring and fall each with exact date to be adjusted based upon weather conditions. Kellogg's triple 6 (6-6-6) or approved equal shall be applied at the rate of two (2) pounds of actual nitrogen per 1,000 square feet. Follow all manufacturer instructions.

Dead flower material shall be removed as needed and with care as not to remove any new buds.

At the end of each season, perennials shall be cut back to ground level after the foliage had 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.

Bushes shall be kept trimmed/pruned at all times, not to exceed a height of four feet.

Shrubs shall be kept trimmed/pruned at all times to:

- a) at least six (6) inches behind the back of all sidewalks,
- b) at least six (6) inches from any header board or concrete mow band defining a shrub or planter bed,
- c) at least six (6) inches from the face of any masonry fence/back-up wall, and
- d) at least six (6) inches below the top of any fence/back-up wall.

Shrubs in the median islands shall not be allowed to grow higher than thirty (30) inches above the median curb. Shrubs shall be kept trimmed so they do not interfere with the operation of the irrigation system. Shrubs planted adjacent to fences, building, walls, pedestal-type utility enclosures, or other vertical elements shall be kept trimmed/pruned so that branches do not rub or become entangled in the feature. A clear path to any feature requiring routine access shall also be maintained. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines that are incorporated into landscaping shall be kept trimmed at all times so they do not extend more than four (4) inches from the face of fence/back-up wall, and shall be kept trimmed to the bottom of the capstone of the fence/back-up wall; or if there is no capstone, kept trimmed to six (6) inches below the top of any 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. Vines shall be kept trimmed so they do not interfere with the operation of the irrigation system. Vines planted adjacent to fences, building, walls, pedestal-type utility enclosures, or other vertical elements shall be kept trimmed/pruned so that they do not rub or become entangled in the feature. A clear path to any feature requiring routine access shall also be maintained.

Ground cover shall be kept trimmed/pruned so it does not extend over sidewalks, pathways, and curbs at any time. Ground cover shall be kept trimmed back from hard-surfaced materials, header boards, shrubs, trees, and utility/equipment enclosures. Ground cover shall be kept trimmed to a height of twelve (12) inches or less. Ground cover shall be kept trimmed so as not to interfere with the operation of the irrigation system. Ground cover planted adjacent to fences, building, walls, pedestal type utility enclosures or other vertical elements shall be

kept trimmed/pruned so that branches do not rub or become entangled in the feature. A clear path shall be maintained to any feature requiring routine access.

All ground covers shall be mowed annually if required by the type of plant material.

2.5.3 Elderberry Bush Maintenance

Upon Contract award, the Contractor should inspect all elderberry bushes, photos in **Attachment D**, at specified locations. Due to environmental regulations for the Valley Elderberry Longhorn Beetle (protected beetle), a pre-trim inspection of the elderberry bushes must be completed to ensure no evidence of the protected beetle was observed. Any evidence of the protected beetle observed needs to be photographed and reported to City staff (Program Manager I – Water). All elderberry bushes shall be maintained (trimming branches less than 1 inch) as shown in Exhibit 4. Contractor shall contact the Program Manager for any additional information or clarification.

2.5.4 Trees and Tree Wells

Upon contract award, the Contractor should inspect all trees for existing damages prior to conducting any work activity in the facilities. Observed tree damage shall be documented by Contractor in writing to the Municipal Utilities Department Representative/Project Manager.

All trees shall be irrigated to maintain a healthy and vigorous appearance at all times. Excessive water run-off or flooded tree-wells will not be permitted.

The Contractor shall re-tie trees as necessary. The Contractor shall inspect all trees after wind and rain storms to determine if any damage has occurred. Broken branches shall be pruned. Stakes shall be straightened and adjusted. Broken ties shall be replaced as necessary so that the tree trunk is in a plumb, vertical condition. The Contractor shall contact the Municipal Utilities Department Representative/Project Manager regarding all observed tree damage and any tree(s) that require re-staking. If the tree stake(s) is/are not broken, Contractor is expected to re-set stakes and re-tie tree. If stakes are broken, the Contractor shall contact the Municipal Utilities Department Representative/Project Manager for direction.

The Contractor shall trim and/or remove any low-hanging branch(es) over sidewalks in order to provide a minimum of seven (7) feet vertical clearance for pedestrian passage. The Contractor shall immediately trim any tree branch(es) that obstruct any traffic control sign(s). Major tree trimming/pruning is not included in this work.

Tree wells shall be kept weed-free at all times. Tree-wells are defined as those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed and a protective covering of organic substances is placed (to prevent evaporation of moisture, control weed growth,

prevent mechanical damage to landscape and for aesthetic reasons). The Contractor shall maintain a minimum of three (3) foot diameter clear area around each tree. Please see **Attachment E** for an example.

The Contractor shall remove all sucker growth from the base of all trees within the project area when growth is taller than eight (8) inches. 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.

Trees shall be fertilized two times per year with a balanced fertilizer such as Best PRO BALANCE 15-15-15 or approved equal type. Follow all manufacturer instructions.

2.5.5 Undeveloped Areas/Bare Soil Areas

The Contractor shall inspect all underdeveloped/bare soil areas at each visit to ensure the area is free of weeds and voids. The Contractor shall mow undeveloped areas, a 70-acre parcel, twice a year, once in early summer and once in early fall. See **Attachment F** for photo. Summary of completion shall be submitted to the Municipal Utilities Department Representative/Project Manager with the Contractor's monthly billing.

The Contractor shall use caution if mowing vegetation over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, etc., or other features and plants and trees within the turf area. If the mower damages any such features, the contractor shall promptly notify the Municipal Utilities Department Representative/Project Manager and repair the damage to the satisfaction of the Municipal Utilities Department Representative/Project Manager.

Weeding may be done manually or by using selective weed killers or pre-emergent sprays. If the Contractor uses chemical methods to control weeds, the Contractor shall only do so upon receiving a written recommendation from a Licensed Pesticide Control Advisor and with prior approval from the City for each application. The Contractor shall follow all manufacturer directions for application and re-entry times. The Contractor shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. The Contractor shall not allow any chemicals to drift beyond the area boundaries. Should non-target turf or shrubs be damaged by the Contractor's application, the Contractor shall replace all damaged plant material with the same plant material that is the same size as that damaged.

The entire perimeter of fence surrounding property shall be kept free of weeds. Please see **Attachment E** for photo. Areas between fence lines and curbs/curb lines, areas between fence lines and roads/walkways, and tree wells shall be kept free of weeds.

All plant growth in cracks, seams and/or joints of paved areas such as sidewalks, curbs, curb gutters, catch basins adjacent to the facility, 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 the State of California Department of Pesticide Regulations. Please see **Attachment E** for an example.

Trimming shall be performed concurrently with mowing operations. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care shall be given to trimming around trees, so as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required cutting height. Trimming can be reduced by chemical edging, with prior approval of the assigned Municipal Utilities Department Representative/Project Manager. Do not “dish out” ground around sprinkler heads.

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

2.5.6 Irrigation/Irrigation System Maintenance

At each mowing, Contractor shall operate and inspect the irrigation system (which includes any booster pumps), to check for proper operation. Should the system not be operating properly, Contractor shall notify the Municipal Utilities Department Representative/Project Manager if repair exceeds \$200. If damaged components are discovered, and repairs exceed \$200, the Contractor shall notify the Municipal Utilities Department Representative/Project Manager for approval to repair/replace the affected components. If repairs do not exceed \$200, repairs are to be made by Contractor and details of repair are to be listed on monthly invoice.

Any vandalism of the irrigation system shall be reported to the project manager. If the project manager isn't available, it must be reported to a program manager. Clara Isho (209) 341-9093 and Danny Trejo (209) 937-8782.

The Contractor shall regularly monitor and adjust the irrigation system and controller operation to prevent over-spray, excessive run-off, pooling, ponding, saturating areas, and over-watering. 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 according to weather conditions and season. The Contractor should not wait for direction from the Program Manager or the Municipal Utilities Department Representative/Project Manager concerning this. The Contractor shall advise the Program Manager or Municipal Utilities Department Representative/Project Manager when changes are made to the watering schedule. If City requests changes to irrigation programming/scheduling, the Contractor shall comply with the request. It should be noted that the Contractor is expected to regularly monitor and adjust the irrigation system and not rely on the City to provide direction. If the City continually has to direct/ask the Contractor to monitor and adjust the irrigation

system, this can be considered as the Contractor not diligently executing the contract and may be considered grounds for terminating the contract.

2.5.7 Litter/Debris Removal

At each visit, the Contractor shall collect, remove and properly dispose of all litter and debris at each location designated as "Full Service," and as designated for all other locations. Litter/debris removal means the collection and proper disposal of all debris such as paper, cans, bottles, broken glass, rocks, trash, and all fallen leaves/needles regardless of whether the leaves/needles are a result of any maintenance activity. Removal of litter/debris includes the sweeping or blowing off of all hard surface areas within the facilities, such as sidewalks and driveways. All litter/debris collected must be removed from the facility. The Contractor is responsible for the proper disposal of all materials collected.

2.5.8 Insecticides, Pesticides, Herbicides, Fungicides, and Fertilizers

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

The Contractor shall obtain a written recommendation from a Licensed Pesticide Control Advisor in accordance with the State of California Department of Pesticide Regulations for the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers. Prior to the application of any the above, Contractor shall provide the Municipal Utilities Department Representative/Project Manager a written proposal of application date and time and a copy of material Safety Data Sheet (SDS) of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers. The Contractor shall provide such notice at least two (2) working days prior to the proposed application.

Any landscaping damaged by the Contractor's misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers shall be replaced at the Contractor's expense.

For all applications, the Contractor shall provide a written report to the Program Manager or the Municipal Utilities Department Representative/Project Manager of application date(s), location(s), applicator's name, license number under which the operator was operating, brand name(s), and amount(s) of material(s) applied.

2.5.9 Rodent Control

The Contractor shall notify the Program Manager or the Municipal Utilities Department Representative/Project Manager upon noticing evidence of rodents.

2.5.10 Corrective Actions

If there are parts of the Contractor's work that do not conform to the specifications, the Contractor will be notified by email, and/or letter of any need for corrections. Any form of notification shall be valid. If the Contractor fails to correct any deficiencies within five (5) working days, the City may arrange to

have the deficiencies corrected and deduct the cost to correct the deficiency from the amount due to the Contractor. Corrections shall not interrupt or delay regularly scheduled service. The Contractor shall provide written confirmation within one (1) day of the completion of work. Confirmation may be by email, or personal delivery to the Delta Water Treatment plant, located at 11373 N. Lower Sacramento, Stockton, CA 95242.

2.6 CITY'S REPRESENTATIVES

A representative from the Municipal Utilities Department will manage/administer this contract. The Department Representative/Project Manager has the authority to act on behalf of the Municipal Utilities Department and the City.

BID DOCUMENTS

- A) DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES
- B) PUR 24-027
- C) MARCH 28, 2024

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

COST PROPOSAL

MUST BE SUBMITTED WITH BID

If additional service is necessary, or if a service is not performed per specification, the schedule of values below will be used to determine the compensation for additional service or deduction for service not performed.

Section	Task	Cost Per Service
2.5.2	Shrubs/vines/groundcover & Shrub, Flower, Planter Bed Maintenance	
2.5.3	Elderberry Bush Maintenance	
2.5.4	Trees and Tree Wells	
2.5.5	Undeveloped/Bare Soil Areas Maintenance	
2.5.6	Irrigation System Maintenance	
2.5.7	Litter/Debris Removal	
2.5.8	Insecticides, Pesticides, Herbicides, Fungicides, and Fertilizers	

Company Name (Please Print)

Signed by

Phone Number

Name (Printed)

Address

Contractor's License #/Expiration Date

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

- A) DELTA WATER TREATMENT PLANT LANDSCAPE SERVICES**
- B) PUR 24-027**
- C) MARCH 28, 2024**

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

BIDDER'S AGREEMENT

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

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

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$0.00** bid deposit or a bidder's bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

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

On or before **2:00 p.m. MARCH 28, 2024**, and publicly opened immediately thereafter in the City Council Chambers.

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

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL BIDDER**

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

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

(Signature Individual Bidder)

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

Seal _____

Signature _____

No. 2 **AFFIDAVIT FOR CORPORATION BIDDER**

STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

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

(Signature Corporation Bidder)

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

Seal _____

Signature _____

No. 3 **AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

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

(Signature)

(Signature)

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

Seal _____

Signature _____

EXHIBIT 'B' – INSURANCE REQUIREMENTS

Exhibit B: **Insurance Requirements** (Landscape Services)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Contractors Pollution Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the**

CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202