

California Lic. No. 399502



Received 3/22  
MS

12900 N. Lower Sacramento Road  
Lodi, CA 95242

March 21, 2023

Monica Sandoval  
City of Stockton  
Municipal Utilities Department  
11373 N. Lower Sacramento Rd.  
Lodi, CA 95242

Re: DWTP 2023 Maintenance Bid  
11373 N. Lower Sacramento Rd., Lodi, CA

Dear Monica Sandoval:

Enclosed, is Valley Landscaping & Maintenance, Inc. maintenance proposal for the services outlined in your 'Scope of Services' for the DWTP located at 11373 N. Lower Sacramento Road in Lodi, CA.

If awarded contract, Valley Landscaping will provide the necessary insurance requirements as required by the City of Stockton.

Respectfully submitted,

A handwritten signature in black ink that reads "Don Oliver".

Don Oliver  
President  
Valley Landscaping & Maintenance, Inc.



City of Stockton  
400 E Main St, 3<sup>rd</sup> Floor HR  
Stockton, CA 95202

**CONTRACTOR / CONSULTANT / VENDOR PURCHASE ORDER FOR SERVICES**

Contractor Name: *(Please complete this section – Include Name and dba):*  
Valley Landscaping & Maintenance, Inc.

Scope of Services (Exhibit A): City of Stockton DWTP  
Landscape Services 11373 N. Lower Sacramento Road, Lodi, CA

Approximate Dollar Amount for Services: \$1,355.00/mo. or \$16,260.00/yr.  
Up to Council Limit

Insurance is required in connection with any Purchase Order or Contract that: 1) involve service(s) performed on city property or in city rights-of-way; 2) is a professional services contract; or 3) whenever there is an inherent risk of personal injury in the activity involved. Your purchase order/contract requires insurance and by signing this document you agree to obtain and maintain insurance for general liability, property damage and workers' compensation (if there are employees) in the form and amounts determined by the City's Risk Manager (attached as Exhibit B). All insurance certificates must have an additional insured endorsement. You will not receive payment from the City until we receive this signed form and until we receive the necessary insurance certificates and endorsement.

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 the 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.

The terms and conditions of this Agreement/PO shall control over any conflicting terms in any referenced agreement or document or any subsequently proffered document.

The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.

**EXHIBIT A**  
**SCOPE OF SERVICES**

## SCOPE OF WORK/MAINTENANCE TASKS

### Hours of Work

- Use motor driven equipment between 7:00 a.m. and 10:00 p.m. only.
- Contractor shall not use blowers adjacent to residences before 8:00 a.m.

### Full Service

#### Lawn:

- Mow all turf in facilities once (1) each week.
- Do not mow if turf is saturated with water, or if standing water is present.
- Remove all trash and litter from the entire turf area & dispose.
- Mow to a max height of 2-1/2".
- Removal of cut grass from the turf is not required. Clippings in the mowed area shall be evenly dispersed and the mowed area shall be 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 on areas other than lawn shall be removed.
- Under no circumstances shall contractor blow any debris into the street and/or gutter.
- Use caution when mowing 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.
- Repair any damages caused by the mower. Notify MUD supervisor and repair the damage to the satisfaction of MUD.
- Aerated lawn 1x/year using core aeration method. Cores may be left on turf, provided they are evenly dispersed throughout the turf area. Contractor is responsible to repair any irrigation system damage caused by aeration.
- Edge turf areas at least once every two weeks. All sidewalks, curbs and steps must be mechanically edged to a 1" depth and 1/4" width exposing the concrete surface.
- Fertilize all turf areas two times a year, in the spring and fall with an all-purpose 15-15-15 unless conditions indicate another fertilizer should be used. Prior to fertilizing, Contractor shall submit to the MUD supervisor specifications along with a recommendation from a Licensed Pesticide Control Advisor for the fertilizer to be used.
- Burning due to fertilization shall be corrected by the Contractor at no extra cost to the City.
- Turf areas shall be kept a minimum of 75% free of weeds.

#### Weed Control

- Weeding may be done manually or by using selective weed killers or pre-emergent sprays.
- Chemical methods may be used only with a written recommendation from a Licensed Pesticide Control Advisor and with prior approval from the City for each application.
- Take care to not damage any other plants.
- Replace all damaged plant material with like or better plant material.
- All plant growth in cracks, seams and/or joints of paved areas shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides

-- at least six (6) inches below the top of any fence/back-up wall.

#### Trees

- All trees shall be irrigated to maintain a healthy and vigorous appearance at all times. Excessive water run-off or flooded tree-wells will not be permitted. Contractor is responsible to adjust irrigation schedule to accommodate changes in seasons and weather conditions.
- 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.
- Trees will be indicated will be trimmed to a minimum of ten (10) ft canopy.
- Trees will be trimmed away from power lines.
- Tree wells shall be kept weed-free at all times.
- Remove all sucker growth from the base of all trees within the project area when growth is taller than eight (8) inches.
- 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.

#### Irrigation/Irrigation System Maintenance

- At each mowing, operate and inspect the irrigation system (which includes any booster pumps), to check for proper operation.
- Notify the MUD supervisor if repair exceeds \$200. If damaged components are discovered, and repairs exceed \$200, 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 MUD Supervisor.
- Regularly monitor and adjust the irrigation system and controller operation to prevent over-spray, excessive run-off, pooling, ponding, saturating areas, and over-watering.
- Contractor is expected to regularly monitor and adjust the irrigation system and not rely on the City to provide direction.

#### Graffiti Abatement

- Once each week abate graffiti from all irrigation controller cabinets, backflow prevention device enclosures, electrical pedestals for irrigation controllers, and irrigation booster pump enclosures within each "Full Service" facility; and as scheduled for all other facilities.
- Once each week, Contractor shall report to the MUD Supervisor all graffiti on buildings, walls and site furnishings such as benches, trash receptacles, etc., within the facilities. Contractor is not expected to abate graffiti from these improvements.

**Exhibit B:**  
**Insurance Requirements**

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

**Exhibit B:**  
**Insurance Requirements**  
(Landscaping Services with Spraying Herbicides)

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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.

***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 St, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202



I have read, understand, and agree to comply with the indemnity and insurance requirements supplied with this Agreement.

Signature Don Oliver

RETURN: all six (6) pages

Name Don Oliver, President

Signed Document **with all exhibits**

Date March 21, 2023

PO #/Dept Contact \_\_\_\_\_