



**INVITATION FOR SEALED BIDS
POND WEED MAINTENANCE
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 24-031)**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., April 11, 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
POND WEED MAINTENANCE
PUR 24-031

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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 **POND WEED MAINTENANCE (PUR 24-031)** in strict accordance with the specifications.

The Stockton Municipal Utilities Department (MUD) manages, operates, and maintains the Stockton Regional Wastewater Control Facility (RWCF). The RWCF utilizes several ponds and wetlands to treat and store recycled wastewater adjacent to its Tertiary Plant (T-Plant). The City desires to procure the services of a licensed contractor to provide annual pond weed spraying and removal. The bidder or subcontractors must hold a valid Class C-27 license and/or a private applicator's license with an active restricted materials permit with the County. In general, regular maintenance will include, but not be limited to, two chemical weed spray/control applications each year in conjunction with mechanical removal when necessary. The Contractor shall provide a level of maintenance that will present the facilities in a neat and trim appearance at all times. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

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., on Thursday, April 11, 2024.**

An optional pre-bid job walk will be held on MARCH 21, 2024 at 9:00 a.m. promptly at 2500 Navy Drive. Interested bidders arriving at 9:01 a.m. or later will not be admitted.

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

Information on Bid Process/Clarification/Technical Data

Andrielyn Gladney, Procurement Division
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

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

Dated: **March 15, 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 21 to 32, 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 signatory**
 - * Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
 - * Include your **\$0.00** bidder's security, bidder's bond, certified or cashier's check. **NOTE:** As information, the City will **NOT** accept company or personal checks for bid security.
 - * Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with bidder's security. **Please DO NOT seal your security, bidder's bond, certified or cashier's check in this envelope.** It is for returning the security to the bidder AFTER project award.
- * Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) flash drive with an electronic version of the bid documents.
- * Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid
- * Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **April 11, 2024, at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date.
Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.
 - A) **POND WEED MAINTENANCE**
 - B) **(PUR 24-031)**
 - C) **April 11, 2024**

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Andrielyn Gladney, 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.**

CITY OF STOCKTON
INVITATION FOR SEALED BID

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide POND WEED MAINTENANCE PUR 24-031 for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, April 11, 2024**

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

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "POND WEED MAINTENANCE for the City of Stockton (PUR 24-031)." Additionally, submit one (1) flash drive with an electronic version of the bid documents. 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

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.

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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: ANDRIELYN GLADNEY, PROCUREMENT SPECIALIST
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
stocktonbids@stocktonca.gov

Such request for clarification shall be delivered to the City by **March 28, 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 **April 4, 2024**, and will become a part of the bid. The bidder should await responses to inquires prior to submitting a bid.

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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.

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.

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- 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 and/or subcontractor must possess a valid Class C-27 Contractor's License and/or a private applicator's license with an active restricted materials permit with the County 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.

The contractor shall be responsible for preparing and submitting Pest Control Adviser (PCA) registration, approved by San Joaquin County, within 14 working days of notice of award of proposal for acceptance by the City.

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

1.12 INSURANCE REQUIREMENTS

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

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

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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 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..

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.

Payment requests shall be submitted monthly to the Municipal Utilities Department Representative/Project Manager. Contract work done for the period will be paid for in arrears within thirty days of receiving and approving the invoice. Work not performed will be deducted from Contractor's invoice according to the Schedule of Values submitted with Contractor's bid. Contractor shall submit to the Municipal Utilities Department Representative/Project Manager the following reports with the monthly billing:

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- a) Report of any problems encountered and recommendations for resolution of problems outside the contract's scope of services.
- b) Written report of application date(s), location(s), brand name and amount of chemicals applied.
- c) Accounting of disposal of green waste generated by maintenance activities.

Invoices submitted without all reports will not be processed for payment until all reports are received.

The City reserves the right to pay only on a prorated basis for the time the actual maintenance services are performed.

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

- a) Defective work.
- b) Work not performed.
- c) Incomplete work.
- d) Not submitting required reports.
- e) Failure of Contractor to make payments to subcontractors or suppliers for material and labor.

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 plans to establish 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

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

Not applicable to this bid

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 10% of the annual maintenance costs, renewed annually throughout the life of the contract, and shall be furnished concurrently with the signing of the contract.

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

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

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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 POND WEED MAINTENANCE for the City of Stockton.

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

1.25 CHANGES

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

1.26 OTHER GOVERNMENTAL AGENCIES

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

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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

NOT APPLICABLE 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 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

An optional job walk will be held on March 21, 2024 at 9:00 a.m. promptly at 2500 Navy Drive. Interested bidders arriving at 9:01 a.m. or later will not be admitted.

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

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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)].

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

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

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

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

1.32 CONTRACTOR'S SAFETY RESPONSIBILITY

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

1.33 PROTEST POLICY

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

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest. It must be filed with the City's Chief Financial Officer, or designee, not later

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than five (5) days after City mails and or posts the Letter of Intent to Award on the City's Bid Flash platform found on the City's website.

2. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
3. Deliveries of the protest by hand, mail, or email are acceptable.
4. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

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 within thirty (30) days.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than five (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.

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

The Stockton Municipal Utilities Department (MUD) manages, operates, and maintains the Stockton Regional Wastewater Control Facility (RWCF). The RWCF, located at 2500 Navy Drive, is a tertiary wastewater treatment plant that includes approximately 740 acres of ponds, channels, and wetlands. Maintenance of weeds around the perimeter of these ponds, channels, and wetlands is the subject of this project.

2.1 SCOPE OF SERVICES

The Contractor shall provide a level of maintenance that will present the facilities in a neat and trim appearance at all times. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

2.1.1 Spray Application

The contractor shall apply at least two (2) complete weed spray/control applications each year under this contract, one in the fall and one in the spring, and maintain all areas weed free for the duration of the contract. Contractor shall begin spray application as soon as weather conditions permit and shall notify the City of Stockton at least 48 hours prior to start of work.

The contractor shall be responsible for weekly inspections of the treated areas during the contract period and re-spray any re-growth of weeds of any type at no additional costs for the contract period. Any re-growth of weeds over three (3) inches in height in the treated areas shall be the responsibility of the contractor to clean-up and properly dispose of as necessary.

All material generated during operations shall be removed from the site by the end of the workday. 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.

The contractor shall be responsible for purchasing all chemicals necessary for the execution of the contract, and as approved by San Joaquin County in the PCA. SDS sheets for all chemicals proposed to be used shall be submitted with the approved PCA. Contractor shall hold and maintain all applicable licenses for handling and application of herbicides throughout the length of the contract.

2.1.2 Mechanical Weed Removal

Mechanical weed removal will be necessary to establish and periodically maintain the treated areas adjacent to the ponds or wetlands or within the channels and backwash pond. Weeds may be removed mechanically using long reach excavators, aquamogs, or other mechanical method. Any mechanical method used shall be scheduled in advance, and the equipment self-inspected after use to prevent the transport of invasive species offsite.

All material generated during operations may be disposed onsite or removed from the site by the end of the workday. Disposal of removed plant materials, especially diseased or infested specimens, shall be off-site and performed in accordance with all applicable laws, codes, regulations, and these Special Provisions.

2.1.3 Elderberry Trees and Bushes

The application of weed spray shall not cause harm to existing trees, bushes, or other desirable plantings. Extreme caution shall be used when spraying around existing Elderberry trees or bushes. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

2.1.4 Rodent Control

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

2.1.5 Corrections

If there are parts of the Contractor's work that do not conform to the specifications, Contractor will be notified in writing by email and/or letter via United States Postal Service first class delivery of any need for corrections. Any form of notification shall be valid. If 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. Contractor shall provide written confirmation within one (1) day of the completion of work. Confirmation may be by email or personal delivery to the Municipal Utilities Department at 2500 Navy Drive, Stockton, California.

Contractor shall furnish all labor, materials, equipment, all necessary permits, and insurance as specified. The contractor shall supply Safety Data Sheets and written abatement recommendations with the bid. Contractor shall propose a schedule of application to the City for each material to be used with the bid.

Contractor shall apply at least two (2) complete weed spray/control applications each year under this contract, one in the fall and one in the spring, and maintain weed free for the duration of the contract. Contractor shall begin spray application as soon as weather conditions permit and shall notify the City of Stockton at least 48 hours prior to start of work. Provide phone numbers for Supervisor and Trained Applicators.

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Contractor agrees to maintain all designated 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.

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

Contractor is responsible for any and all damage to any improvements and landscaping which is a result of Contractor's actions. 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.

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.

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.

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 Director or the Municipal Utilities Department Representative/Project 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 Director or the Municipal Utilities Department Representative/Project Manager. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

Contractor shall provide supervisions of all work crews at all times while performing work under contract agreement. Personal supervision is not required, provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site

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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. 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. Contractor shall be responsible for the skills, methods, and actions of 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.

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 weed spraying/landscaping experience, and directly employed and supervised by the Contractor.
- b) Contractor 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) Contractor shall have adequate equipment and employ adequate staff to maintain the facilities.
- d) Contractor 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.
- e) Contractor shall submit a minimum of three (3) references with their bid. At least one reference shall be a public agency. References shall include contact person(s) and a telephone number where said person(s) may be contacted. References shall be applicable to the scope of services and contractor shall provide a brief description of the number of locations maintained, landscaping maintained, area of the landscaping and current monthly contract price.

2.2 INTEGRATED PEST MANAGEMENT

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control to achieve the expected/specified results. Contractor is encouraged to consult the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Program at www.ipm.ucdavis.edu to determine the most effective and least toxic methods of pest control.

By January 5 of each year, Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (January 1-December 31).

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Contractor shall comply with all applicable County, State, or Federal regulations regarding pesticides, herbicides, and fertilizers. Contractor shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides, and herbicides. Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions.

Contractor shall advise the City in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers. Contractor shall provide City with Safety Data Sheets (SDS) for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use. Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five (5) working days prior to application. Contractor is solely responsible for any damages due to contractor's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

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

Pest management schedules, applications, public posting, and Safety Data Sheets (SDS) shall be discussed and reported with the Project Manager.

2.3 AREAS TREATED AND MAINTAINED

All area descriptions are described as if viewed from the perspective of the perimeter road. Approximate acreage shown includes any channels within the area (if applicable). Refer to Attachment D.

1. AREA A. (Approximately 31 Acres)
 - a. AREA A. This section extends along the south side of Ponds 1, 2, and 3. Maintain weed free from the south perimeter fence along Highway 4 to the inside berm toe of Ponds 2, and 3. Pond 1 to the top of waterside slope of pond 1 berm. Includes the lower ditch.
2. AREA B. (Approximately 4.5 Acres)
 - a. Maintain weed free from the perimeter fence on the west side of Pond 3 to the waterside berm toe of Pond 3. This includes the lower ditch area between the road and the perimeter fence.
3. AREA C. (Approximately 18 Acres)
 - a. Maintain weed free from the top of the farthest shoulder of the lower ditch on the North side of Ponds 2 and 3 to the waterside berm toe of Ponds 2 and 3. This includes the lower ditch area between the road and the perimeter fence.
4. AREA D. (Approximately 18 Acres)
 - a. Maintain weed free from the top of the farthest shoulder of the lower ditch on the North and East side of Pond 1 to the top of waterside slope of the

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Pond 1 berm This includes the lower ditch area between the road and the perimeter fence.

5. AREA E. (Approximately 10 Acres)
 - a. Maintain weed free from six feet west of the levy road, westward to the top of the farthest shoulder of Pond 1 berm. This includes the circulation channel area.
6. AREA F. (Approximately 7 Acres)
 - a. Maintain weed free from the perimeter fence on the west side of the wetlands to the waterside berm toe of the wetlands levee. This includes the lower ditch area between the road and the perimeter fence.
7. AREA G. (Approximately 17 Acres)
 - a. Maintain weed free from the perimeter fence on the south side of the road, north to 6 feet north of the road. This includes the railroad spur line from beginning of spur east to the ends (including within the fenced gate).
8. AREA H. (Approximately 2 Acres)
 - a. Maintain the whole channel weed free from the south side of the channel to the north side of the channel.
9. AREA I. (Approximately 2 Acres)
 - a. Maintain weed free, the perimeter of the backwash lagoon down to the waterline.
 - b. Includes two annual removals of all floating material in the backwash lagoon.
10. AREA J. (Approximately 5 Acres)
 - a. Keep this area mowed as directed. No more than 3 times per calendar year.
11. AREA K. (Approximately 4.5 Acres)
 - a. Maintain the road weed free from the toe of the slope of the Pond 1 berm to the toe of waterside slope of the Pond 2 berm.
12. AREA L. (Approximately 4 Acres)
 - a. Maintain the road weed free from the toe of waterside slope of the Pond 2 berm to the toe of waterside slope of the Pond 3 berm.

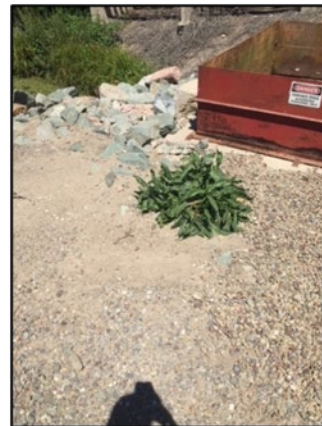
2.4 ALTERATION AND EXTRA WORK

The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City; also, to make sure alterations or deviations, additions to or omissions from the specifications, as may be determined during the process of the work to be necessary and advisable for the completion there of. Upon the order of the city, the contractor shall proceed with the work as increased, decreased, or altered.

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2.4.1 Examples of Unacceptable Weed Growth

The photos below are examples of unacceptable weed growth. This type of growth would be determined to be non-compliant with the terms of the agreement for this service and could be grounds for termination of the contract due to non-performance.



2.5 CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.
2. City will provide the code building inspection and any special inspection required.

BID DOCUMENTS

- A) BID – POND WEED MAINTENANCE
- B) PUR 24-031
- C) April 11, 2024

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

FORM OF BID

BID TO BE SUBMITTED FOR POND WEED MAINTENANCE (PUR 24-031)

Bid Item	Area Description	Initial Clean-up Cost (if applicable)	Total Proposed Annual Maintenance Cost (Year 1)	Total Proposed Annual Maintenance Cost (Year 2)		Total Proposed Annual Maintenance Cost (Year 3)		Total Proposed Annual Maintenance Cost (Year 4)		Total Proposed Annual Maintenance Cost (Year 5)		Grand Total Contract Cost (5-Year Maintenance Cost Plus Initial Clean-up)
				% Increase	Annual Cost	% Increase	Annual Cost	% Increase	Annual Cost	% Increase	Annual Cost	
A	South side of Ponds 1-3	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
B	West side of Pond 3	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
C	North side of Ponds 2-3	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
D	North and Northeast side of Pond 1	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
E	Six feet east of the perimeter road, westward to the top of the farthest shoulder of Pond 1 levee	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
F	West side of the wetlands to the inside toe of the wetlands levee	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
G	Perimeter fence on the south side of the road, north to 6 feet north of the road.	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
H	South side of the channel to the north side of the channel.	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
I-a	Perimeter of the backwash lagoon down to the waterline.	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
I-b	Two annual removals of all floating material from the backwash lagoon.	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
J	Pipe storage area within Area E	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
K	John Turk Road (between pond 1 and pond 2)	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
L	Access road between pond 2 and pond 3.	\$	\$	%	\$	%	\$	%	\$	%	\$	\$
Total Items A Through L		\$	\$		\$		\$		\$		\$	\$

NOTE: In the event of a mathematical error or conflict, the City will apply the greater between the percent (%) increase and annual cost.

Company Name (Please Print)

Signed by

Contractor's License #/Expiration Date

Phone Number

Name (Printed)

Applicator's License #/Expiration Date

Address

EMAIL

**SCHEDULE OF VALUES
MUST BE SUBMITTED WITH BID**

Values for services.

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

Section	Task	Cost Per Service
2.1.1	Spray Application	\$ /Acre
2.1.1	Debris Removal	\$ /Acre
2.1.1	Weekly Inspection	\$ /Week
2.1.2	Mechanical Weed Removal - Equipment	\$ /Event
2.1.2	Mechanical Weed Removal - Crew	\$ /Event
2.1.2	Debris Removal	\$ /Event

Company Name (Please Print)

Signed by

Phone Number

Name (Printed)

Address

Contractor's License #/Expiration Date

EMAIL

Applicator's License #/Expiration Date

REFERENCES – MUST BE SUBMITTED WITH BID

CONTRACTOR: _____

1. Agency/Company _____

Contact Name and Phone Number _____

Area Maintained _____ acres/square feet Monthly Contract Price _____

Description of landscaping and amenities: _____

2. Agency/Company _____

Contact Name and Phone Number _____

Area Maintained _____ Current Monthly Contract Price _____

Description of landscaping and amenities: _____

3. Agency/Company _____

Contact Name and Phone Number _____

Area Maintained _____ Current Monthly Contract Price _____

Description of landscaping and amenities: _____

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

A) POND WEED MAINTENANCE

B) PUR 24-031

C) April 11, 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. APRIL 11, 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

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF _____, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent 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 Proponent.

(Signature Individual Proponent)

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 PROPONENT

STATE OF _____, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent 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 Proponent.

(Signature Corporation Proponent)

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 _____, _____)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 Proponent 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 Proponent.

(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 _____

EXHIBIT A – INSURANCE REQUIREMENTS
(Pond Weed Maintenance)

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 by the Contractor, 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 Contractor 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 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 **\$2,000,000** per claim or occurrence and **\$2,000,000** 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 (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

Contractor 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 9520

EXHIBIT B – SAMPLE CONTRACT

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

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

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

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

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

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

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

CONTRACTOR

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

Authorized Signature _____ Date _____

Printed Name and Title of Person Signing _____

Address _____

CITY OF STOCKTON

Harry Black, City Manager _____ BB _____ Date _____

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY: _____

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1 (Type the Project objectives)

2. Project Scope

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

3. Specifications

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

4. Major Deliverables

4.1 (Type the major deliverables in detail)

5. Tasks That Support the Deliverables

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

6. Internal and External Standards and Guidelines

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

7. Criteria of Acceptance for Deliverables

7.1 (Type criteria used to determine whether deliverables are acceptable, how they will be accepted, and who will accept them.)

8. Notices

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

Contractor: _____

City: City of Stockton
Attn: City Manager

425 N. El Dorado Street
Stockton, CA 95202

9. Key Personnel

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

10. Option to Renew.

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

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

SAMPLE

**EXHIBIT B
INSURANCE**

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

SAMPLE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

9. Contractor's Status.

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

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

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

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

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

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

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

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

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

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

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

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

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

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

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

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

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

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

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

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

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

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

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

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

31. **Entire Agreement, Integration, and Modification.**

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

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

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

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

EXHIBIT D
GOODS AND SERVICES TERMS AND CONDITIONS

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

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

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

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

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

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

3. Time for Performance.

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

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

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

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

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

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

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

5. Compensation

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

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Reports and Information

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

7. Findings Confidential

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

8. Right of Inspection

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

9. Warranty

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

advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

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

11. Applicable Laws

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

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

12. Prevailing Wage

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

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

registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

13. Shipping Terms

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

14. Deliveries

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

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor

without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

SAMPLE

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$_____ (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _____%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1		\$
2		\$
3		\$
TOTAL PRICE		\$

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
		\$
		\$
		\$
		\$
		\$
		\$
		\$

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton _____Department
Attention: _____
425 N. El Dorado Street
Stockton, CA 95202

SAMPLE

EXHIBIT F

TIMELINE

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

1.1 TIMELINE FOR COMPLETION OF WORK

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

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

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

SAMPLE

Exhibit G
Special Funding Terms and Conditions

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SAMPLE