City of Stockton

City Council Special Meeting

Meeting Agenda - Final

City Council Special

Michael D. Tubbs Mayor/Chair
Elbert H. Holman Jr. Vice Mayor/Vice Chair (District 1)
Daniel R. Wright (District 2)
Susan Lofthus (District 3)
Susan Lenz (District 4)
Christina Fugazi (District 5)
Jesús M. Andrade (District 6)

Monday, December 4, 2017 **4:30 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

1. SPECIAL CLOSED SESSION CALL TO ORDER / ROLL CALL

2. PUBLIC COMMENT*

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 17-4208 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Recommended Action: Number of Parcels: One

Address: 6803 Alexandria Place, Stockton, California
APN: 097-110-24
Owner: City of Stockton

Agency Negotiators: Kurt Wilson, City Manager

Under Negotiation: Price and Terms

This Closed Session is authorized pursuant to Section 54956.8 of the Government Code.

Department: City Attorney

4. ADJOURN TO CLOSED SESSION

5. SPECIAL SESSION CALL TO ORDER / ROLL CALL

6. REPORT OF ACTION TAKEN IN CLOSED SESSION

7. PUBLIC COMMENT

**Members of the public may only comment regarding items on this agenda.*

8. ITEMS FOR DISCUSSION

8.1 17-4174

ON-STREET PARKING METER CONSIDERATIONS

Recommended Action: RECOMMENDATION

Information only.

Department: Economic Development

8.2 17-4172

DOWNTOWN STOCKTON MARINA OPERATOR CONSIDERATIONS

Recommended Action: RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding Downtown Stockton Marina operations.

Department: Economic Development

8.3 17-4182

RECEIVE INFORMATION AND PROVIDE DIRECTION TO STAFF ON DEVELOPMENT ALTERNATIVES FOR SWENSON AND VAN BUSKIRK GOLF COURSES

Recommended Action: RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding the future of municipal golf courses in Stockton, including whether it is appropriate to solicit development proposals for Swenson Golf Course and develop design options for a Van Buskirk sports complex.

Department: Community Services

Attachments: Attachment A - Municipal Golf Course Opportunity Study

Attachment B - Golf Program White Paper

8.4 17-4195

APPROVE RESOLUTION TO AWARD A SERVICE CONTRACT TO MARINA LANDSCAPE MAINTENANCE FOR PARKS MAINTENANCE AND JANITORIAL

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Award a three-year Service Contract not to exceed the amount of $2,212,042.08 annually, for a total of $6,636,126.24, to Marina Landscape Maintenance of Stockton, CA, for the Parks Maintenance and Janitorial, Project No. OM-18-062.

2. Authorize the City Manager to execute up to four one-year extensions to this contract, at an annual cost of $2,267,343.13, $2,324,026.71, $2,382,127.38, and $2,441,680.56, respectively, for a cumulative seven-year contract total not to exceed the amount of $16,051,304.02.

3. Amend the Fiscal Year 2017-18 budget to increase expenditure appropriations as follows:

A. Increase the Community Services Department's Strong Communities fund by $500,000.

B. Increase the Landscape Maintenance District budgets by $91,703.

C. Increase the Economic Development's Boat Launch operating budget by $1,529 for maintenance of Buckley, Morelli, and Louis Park boat launch facilities.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Proposed Resolution - Service Contract for Park Maintenance and Janitorial

Exhibit 1 - Service Contract for Park Maintenance and Janitorial

8.5 17-4205 PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT AMERICAN LEGION PARK AND WEBER POINT EVENT CENTER

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center, Project No. PW1512, through a National Joint Powers Alliance (NJPA) contract with Miracle Playsystems, Inc., of Alamo, CA, in the amount of $228,997.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Appropriate and transfer $50,000 from the General Fund contingency account to Playground Replacement, Project No. PW1512, for the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Quotes from Miracle Playsystems

Proposed Resolution - Purcahse and Installation of Playground Equipment

9. ADJOURNMENT

CERTIFICATE OF POSTING
I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on November 29, 2017, in compliance with the Brown Act.

Bret Hunter, CMC
Interim City Clerk

By: _____
Deputy

**Members of the public may only comment regarding items on this agenda.*

All proceedings before the City Council are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459. The Agenda is available on the City of Stockton Website: www.stocktongov.com.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

File #: 17-4174, **Version:** 1

ON-STREET PARKING METER CONSIDERATIONS

RECOMMENDATION

Information only.

Summary

The theft of a substantial number of parking meters in the downtown area has had a negative financial impact on the City of Stockton. While efforts have been made over the last two years to secure the meters, including arrests, the current number of existing meters is approximately 250, down from 1,700 in 2015. The target number of on street metered or paid spaces going forward is between 1,200 and 1,300, as some of the previous locations in the outlying areas are no longer needed. Due to the reduction of parking meters, the Parking Authority revenues were down $182,000 in FY 2016-17 and are expected to be reduced further in FY 2017-18. The lack of meters is not only affecting the Parking Authority's revenue but has also become a detriment to downtown businesses. These businesses need parking spaces to be limited by time to allow availability of these spaces for customers. The City continues to enforce those who exceed posted time limits but this does not address the ongoing revenue and operational issues.

DISCUSSION

Background

The theft of a substantial number of parking meters in the downtown area has had a negative financial impact on the City of Stockton. As a remedy to the meter theft issue, there has been some success with a more costly installation of the mechanical meters, which includes additional cement, stronger pipes, and welding of the mechanisms. This installation process can also be utilized with technology-based cash/credit or credit only meters; however, there is still a concern over eventual damage and theft.

In the parking industry, outdated mechanical coin only meters are phasing out, as cities are investing in digital models that accept cash and credit cards or exclusively credit cards. Credit card only meters or payment machines are attractive because they don't have the theft value that cash meters do which are currently being used downtown. The downside to technology-based meters and other payment machines is the initial investment and monthly costs associated with data requirements. However, examples from other cities show an increase in revenue that can help offset the new data charges. More parkers pay based on the increased convenience in payment options. There is also some concern that credit card only machines do not provide an opportunity for payment for those who don't have credit cards.

The investment must be made to restore on-street payment options with industry standard technology used in current parking equipment. A 2015 parking study recommended that the City of Stockton or the Parking Authority should improve the parking operation by implementing new payment options with new technology solutions. The City has made some strides in that direction by offering the ParkMobile app, allowing credit card or PayPal payments from smartphones, and installing pay by space equipment in the lots. However, a more comprehensive renovation of the program is needed and today's technology can give Stockton new options for obtaining payment on the streets, including larger, centrally located pay-by-plate/space machines; mobile app only spaces; and credit card accepting "smart meters." Additionally, the parking garages in town will still accept cash payments.

Present Situation

Currently, the City is at a strategic decision point which requires policy direction before moving forward with implementation. Specifically, whether to continue to accept cash payments for on-street parking and if so, the best, most secure and convenient means of doing so.

The industry options most commonly used include:

1) Pay by Plate/Space Machines - This option includes larger payment machines placed in the middle or at the ends of a block that allows parkers to pay by credit card, parking app, or can also be programmed to accept cash. The parker will enter the vehicle license plate number and enforcement will check for payment by accessing the data with smartphones. There is no need for the parker to return anything to their car for proof of payment, making use convenient.

2) Smart Meters or Credit Card Only Meters - New technology based meters will accept credit card payment at each meter and can also accommodate parking app payments. Without the presence of cash in the meter, the hope is that thieves will not see value in stealing the mechanism. Credit card meters can also include the option to take coins. As a precaution, additional measures will be utilized during installation to secure the meters, if this option is utilized.

3) Smart Phone Payment Only - Implementation will include instructional signage where meters used to be located that will explain to parkers how to access the app and pay using a smartphone and credit card or PayPal. Signage will also indicate nearby cash accepted spaces for those who do not wish to or cannot pay with the parking app.

Overall, the best solution for Stockton may be to utilize a combination of the options listed above based on user needs, services, businesses in the adjacent area, and overall parking demand. In the meantime, the remaining cash only meters will continue to be used with extra measures for installation and time limits strictly enforced.

A pilot program using a combination of these options will be conducted to determine the most effective approach for providing on-street parking in the future.

FINANCIAL SUMMARY

The Parking Authority Fund has Capital dollars allocated for technology improvements for on-street systems, as well as additional fund balance that can be appropriated, if or when necessary.

File #: 17-4172, Version: 1

DOWNTOWN STOCKTON MARINA OPERATOR CONSIDERATIONS

RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding Downtown Stockton Marina operations.

Summary

The Downtown Stockton Marina underwent a major renovation in 2009 and was operated by third-party contractor, Westrec, Inc. (Westrec), until November 2016. Following Westrec's departure, City staff and temporary agency employees have operated the Marina. In April 2017, an RFP was issued for marina management/operating services and a proposal from SMG, the current operator of other City event venues, was the only proposal received. SMG has offered a stand-alone operating agreement for the marina operation or alternatively, an amendment and extension of the current SMG contract for other event venues, to include the marina. The amendment and extension option includes a capital investment of $500,000 from SMG for each 5-year extension of its current event venue operating agreement. Additionally, the proposals and options to operate the Marina facility will likely increase the subsidy to operate the facility at a suitable level. Discussion and direction is needed to evaluate the potential increase in costs, SMG operating options, and the possibility of abandoning the marina altogether.

DISCUSSION

Background

In 2009 the Downtown Stockton Marina underwent a $27 million renovation which included a $10.8 million loan from the Department of Boating and Waterways (DBAW). Upon completion of the marina renovation, an RFP was issued for day-to-day operation/management and Westrec was selected. As part of the Bankruptcy negotiations, the City entered into a settlement agreement with DBAW that eliminates all interest on the original loan but requires debt service payments only if the City receives net revenues from the marina operations.

In November 2016, Westrec terminated its operating agreement with the City after losing two other accounts in the surrounding area and citing security concerns. The City assumed the day-to-day operations and made improvements in security, policy, maintenance, and operations. Long term, it is expected that permanent staffing of the marina with City staff will be more expensive than contracting with a third-party. The marina has required an ongoing subsidy ranging from $160,000 to $215,000 while being operated by Westrec. For the foreseeable future, it is projected that the subsidies will need to continue and the City contribution will likely need to increase $50,000 to $75,000 under a new contract.

In April 2017, an RFP was issued for marina and management services to fill the gap created by Westrec. After receiving some interest from possible operators, SMG was the only firm to submit a proposal to operate the marina.

Present Situation

SMG was the only vendor to respond to the RFP and submit a proposal to operate the marina. In discussing the proposal with SMG, options were presented to either enter into a stand-alone agreement for the marina or amend the current SMG venue agreement to include marina operation. The amendment and extension option includes a capital investment from SMG of $500,000 for each 5-year extension of its current event venue operating agreement.

The current event venue operating agreement with SMG is set to expire in February 2020. It is unlikely that the Marina will be viable as a stand-alone operation for SMG without the remaining venues. Therefore, if the City chooses the stand-alone agreement options, it is possible that the City could once again find itself looking for an operator in two years. SMG is in good standing with the City and continues to increase events and facility use dates. While still requiring a subsidy, the amount of the subsidy at the event venues has been consistent over the last three years, despite increased costs such as minimum wage. Both the Arena and the Bob Hope Theater are expected to have their highest revenue years in 2017/18 and ice time at Oak Park Ice Rink continues to be busy between youth hockey and figure skating, as well as new adult curling leagues. SMG's ability to create and promote events at the Marina exclusively or in conjunction with the surrounding event venues has the potential to create an atmosphere that draws visiting boaters to the area.

Alternatively, the City could attempt to give the marina property to the State and abandon responsibility for its operation. The principal loan still owed to DBAW gives the State some incentive to continue operations and recover some of the investment but it is not certain how the State would respond. If no entity takes responsibility to operate the marina it is likely that there will be costs to the City to mitigate because of an increase in vandalism and other criminal activity that might occur if the marina is abandoned. These costs would likely be less than the expected subsidy to continue marina operations.

FINANCIAL SUMMARY

The Marina has required an annual subsidy ranging from $160,000 to $220,000 over the past five years. Areas such as security have been found to be inadequate under the operation of Westrec and as such, has caused the expense budget to increase. Revenues have stabilized with new policies and accounting practices implemented since the city took over marina operations. In the foreseeable future, it is projected that the subsidies will need to continue and the City contribution will likely need to increase $50,000 to $75,000 under the new contract.

All event facilities and the Marina have capital needs that are difficult for the City to fund. The option to extend SMG's current agreement in the range of 5-10 years would include a capital investment of $500,000 for five years and $1,000,000 for ten years, which could assist in improving the City's event assets. Capital investment dollars are only available to the City with an extension of the larger event venue agreement.

File #: 17-4182, **Version:** 1

RECEIVE INFORMATION AND PROVIDE DIRECTION TO STAFF ON DEVELOPMENT ALTERNATIVES FOR SWENSON AND VAN BUSKIRK GOLF COURSES

RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding the future of municipal golf courses in Stockton, including whether it is appropriate to solicit development proposals for Swenson Golf Course and develop design options for a Van Buskirk sports complex.

Summary

The City owns two municipal golf courses, Swenson and Van Buskirk. Due to a decline in the national golf market and increased capital needs, both courses have required General Fund subsidies for over a decade with a total average annual subsidy of $600,000 over the last three years. In June 2017 information on subsidy and player-level data for each course was presented to Council as part of the annual budget discussion. The subsidy sustains a small number of players at a high per capita cost. With the reality of limited general fund dollars and an increasing demand for municipal services, it is important to understand the impacts that general fund subsidies such as this have on the City's long-term fiscal sustainability and delivery of services to its citizens. Staff requested, and has received, a preliminary draft opportunity study (Attachment A) to provide potential alternatives to the golf enterprise. The results of this analysis indicate that further exploration of alternative uses for golf properties will aid the City Council in making more informed decisions about the City's long-term financial health and quality of life for Stockton residents.

DISCUSSION

Background

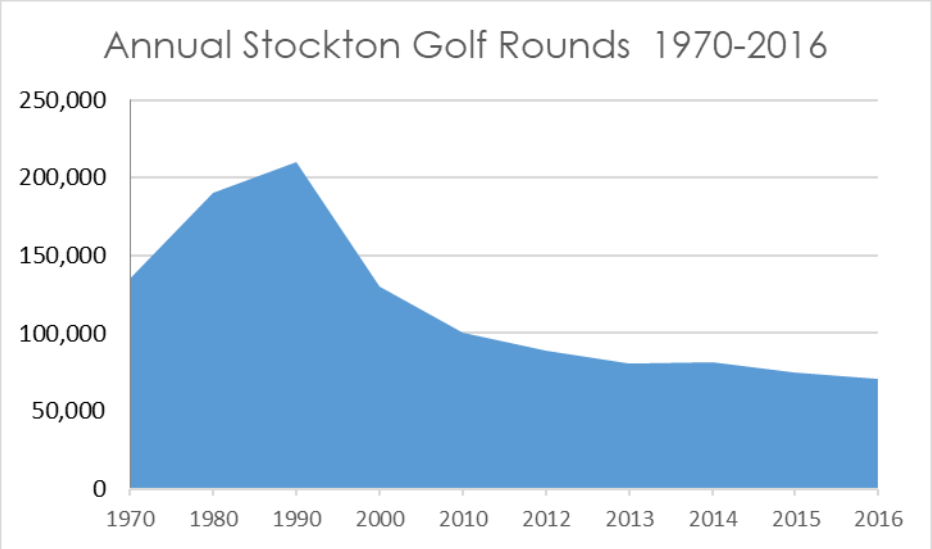
The City of Stockton owns two municipal golf courses. Swenson Golf Course is a 214-acre property that opened in 1952 and is located at 6803 Alexandria Place. Van Buskirk Golf Course, completed in 1969, is located at 1740 Houston Avenue on approximately 192 acres deeded to the City in 1957 by Charles and Bertha Van Buskirk. A portion of the property houses the Van Buskirk Community Center, park, and ballfields. There are deed restrictions on the Van Buskirk property that limit its use to "public recreation or public park purposes." The property reverts to the donors' heirs if the City is non-compliant with respect to the intended use.

Both properties were included as security for the 2009 Public Facility Fee Lease Revenue Bonds, held by Franklin Fund Investments. In 2010, facing mounting financial issues, the City issued an RFP for the lease or purchase of one or both courses. There were no respondents. In 2011, the City issued an RFP for golf course operations, and a contract was awarded to Kemper Sports, who has

operated both courses since that time. Kemper is a nationally recognized golf operator who was charged with improving operations to make the courses as profitable as possible. The courses were included in the bankruptcy proceedings filed in 2012 and were held as collateral until the City exited bankruptcy in 2015. Community Services staff prepared a white paper (Attachment B) in 2013, updated in 2017, describing the changes in the golf market and the likelihood that municipal courses would continue to require more General Fund subsidy without the ability to make needed improvements or achieve profitability or break-even status.

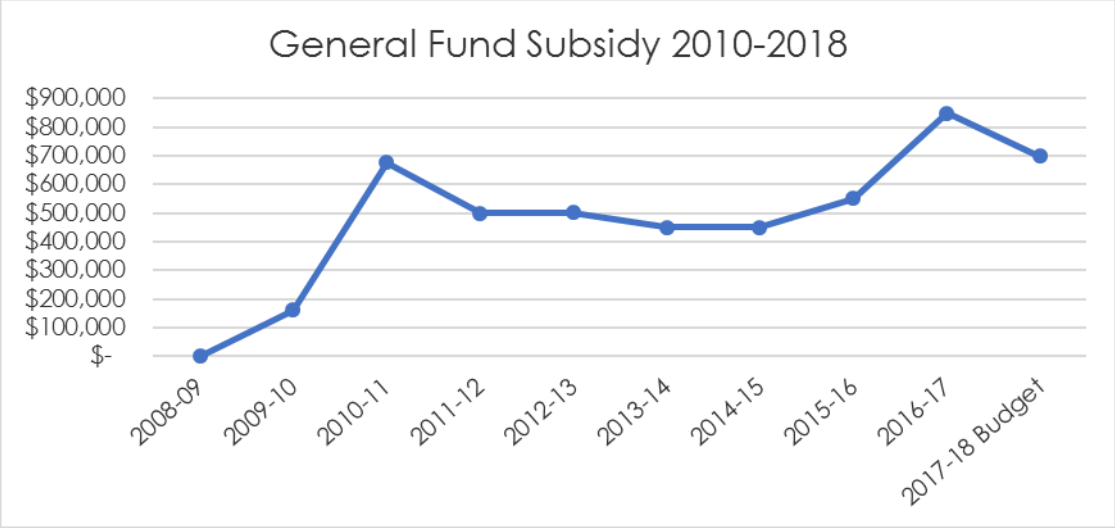
The local golf market and its effect on municipal courses closely mirror national trends. From 1986 to 2005 a national boom in golf course construction occurred, growing the U.S. market by 44%, the most dramatic growth in the industry's history. In the 1990's, five courses (four public and one private) were constructed locally, increasing the number of courses available in the Stockton area by 45%, correlating with the national trend. Today there are ten public and five private golf courses within a 20 -mile radius of Stockton.

According to the National Golf Foundation, the slow and steady reduction in courses nationally since that time is an expected economic response to a period of such historic growth and will continue for many years. Likewise, the number of golfers nationally has declined over the past 20 years. From 2011 to 2016 for example, the total number of golfers in the United States declined 6.3%, from 25.3 million to 23.8 million. Total Stockton municipal rounds played have dropped 66% from the all-time high volume of the 1990s. Rounds at neighboring courses also declined an average of 30% during the same period.



These market shifts, in combination with ongoing repairs due to the age of the properties, have resulted in a growing general fund operating subsidy to shore up the City's golf courses. Both courses have required General Fund subsidies for over a decade with a total average annual subsidy of $600,000 over the last three years. This does not include the large capital investment of $5.4 million that is required to replace the failing irrigation system at Van Buskirk, or an additional $3-4 million that has been identified for projects such as replacement fencing, landscaping equipment and cart paths for each course. Furthermore, these projects will only bring the courses up to basic standards. To become profitable and more competitive for players and tournaments, additional

investment would be required to provide clubhouse and banquet facilities that users expect and which already exist at other local courses.



The question arises as to whether a subsidy of this amount is best applied toward the declining golf enterprise or toward some other need, and if so, what options exist. Staff commissioned an opportunity study to better understand the development scenarios for each property, what public benefit they might bring and what effect they would have on the Long Range Financial Plan (L-RFP). The scenarios provide additional information to help with setting a future direction.

Present Situation

Three potential development alternatives have been identified for the Swenson golf course property, and two were developed for Van Buskirk. Swenson scenarios all involve the development of residential housing with a focus on varying densities that respond to community context and scale, while Van Buskirk scenarios focus on providing multi-use recreational amenities for residents and keeping the current Community Center site.

Swenson alternative one attempts to preserve as much of the existing green space as possible with clustered development and reduced development density. The estimated 686-826 homes include single and multi-family units as well as senior housing.

The second alternative utilizes a mixed-use development approach, as encouraged by the general plan, by incorporating a school facility, commercial uses, and single and multi-family housing with a range of 768-844 homes.

The third alternative prioritizes development of single-family homes, with some multi-family units and senior housing. This is the largest option in terms of residential development, providing 870-946 units.

There are some constraints related to the property that will also have an impact on potential revenues and any future development efforts. In addition to possible roadway capacity constraints, the property site is located within an area subject to the risk of flooding. While the site is protected by

the Federal Emergency Management Agency (FEMA) 100-year flood level, the property is also subject to compliance with a State-mandated 200-year level of flood protection. The property site is located within an area that has the potential for greater than 5' of flooding in a 200-year flood event. Further investigation and study would be necessary to determine the potential flood elevation levels and flood protection options prior to approval of development on the property site. These are typically conducted by a potential developer.

In addition, the reimbursement agreement with Assured Guaranty, approved as part of the City's Plan of Adjustment, includes a revenue-sharing provision that requires a portion of any proceeds on the sale of one or both golf courses to be shared with Assured Guaranty. Depending on timing and the performance of other general fund revenues during the same time period, approximately $2-3 million of the potential land sale could be passed on to Assured Guaranty.

Two alternatives were also prepared for the Van Buskirk property. A deed restriction mandates that the property be used only for recreational purposes and the alternatives have held to this condition. Should the City desire to remove the restriction to examine other development options, staff would need to contact all living heirs of the original donors and go through the legal process of removing the restriction or returning the land to the donors' descendants. Van Buskirk is also located within an X Flood Zone and has the potential for greater than 10' of flooding in a 200-year flood event. Further investigation and study would be necessary to determine the potential flood elevation levels and flood protection options. All alternatives assume the continuing operation of the Van Buskirk Community Center, which is located on the property.

The first alternative proposes a combination of active and passive recreation opportunities, primarily through adding walking trails to the northern half of the property and adding flexible field space adjacent to the community center. Also included in this option are two soccer fields, two softball fields, and basketball courts. Sports amenities would be selected based on community input and achievable operating estimates. There would be required initial investments in capital of approximately $5 million depending on final plans. An additional $5.4 million will be necessary to resolve the irrigation issue at Van Buskirk. Ongoing operating costs are estimated between $205,000 - $300,000 depending on amenities.

Alternative two proposes a primarily active recreation facility, retaining a smaller footprint of passive open space. Sports amenities in the second alternative include tournament soccer area with eight fields and a stadium area, four baseball fields, lighted basketball courts and lighted tennis courts. While there is a higher potential of revenue generation due to the size of such a facility, initial investment costs of $15 million for construction and $5.4 million for irrigation replacement as well as ongoing operating costs of $386,000 make this a costlier option to implement.

The L-RFP currently projects a $700,000 annual General Fund subsidy for golf, not including capital improvements. Estimates indicate that the proceeds from the sale of the Swenson property could be sufficient to cover the irrigation capital costs and implement all or most of the improvements to Van Buskirk depending on the Alternative selected. A project of this nature is scalable to available funding and would address community needs in the surrounding area, resulting in a reduction to the subsidy as well as providing a beneficial community resource with wide appeal.

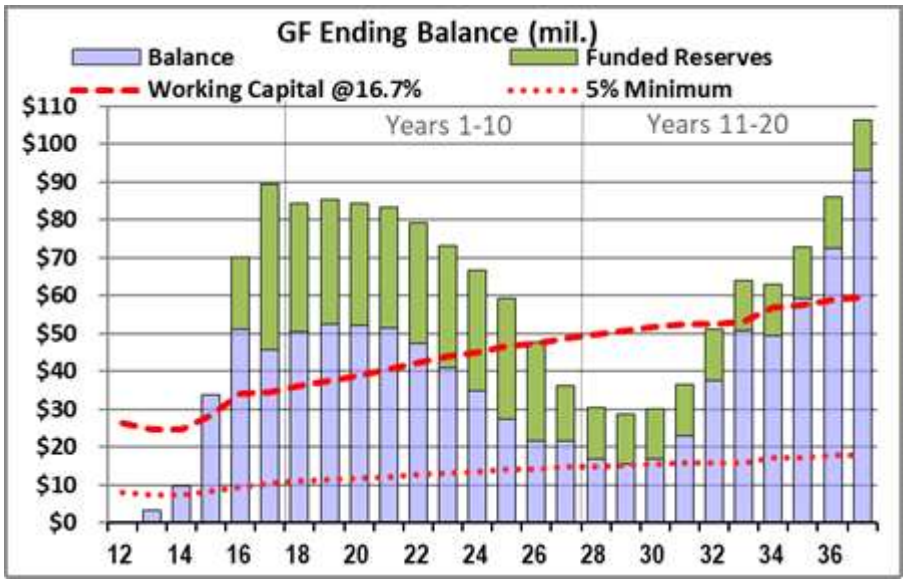
The Strong Communities (Measure M) spending priorities approved by the City Council on August 21, 2017, included a proposed sports complex to be built in 2027 consistent with the alternatives

discussed above. However, funding for recreation capital will need to be reduced by the amount proposed to be allocated to the City's new parks landscaping agreement. Capital funding for a future sports complex option will likely need to be identified, either from Swenson proceeds or another source, if a project is desired.

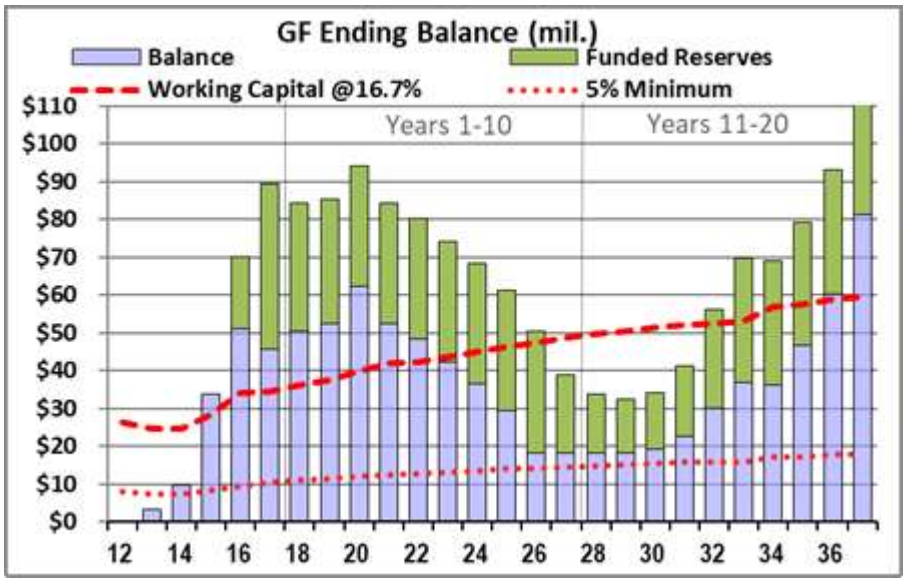
Any combination of these alternatives must be examined through the lens of the L-RFP to understand long-term implications to the City's financial health. The charts below illustrate the effects of operating golf courses in their current state compared to the sale of the Swenson course and construction of a sports complex.

In the "Golf Courses Status Quo" graph, FY 2028-29 is at the 5% minimum reserve level with a fund balance of $15.2 million. In the "Golf Course Sale and Sports Complex Implementation" graph, the FY 2028-29 fund balance is at 6% of expenditures, or $18.3 million. The $3.1 million increase in fund balance is the cumulative savings from reductions in ongoing operating cost starting in FY 2022-23. The "Golf Course Sale and Sports Complex" graph also shows an increase in fund balance in FY 2019-20 assuming the sale of property followed by a lower fund balance in FY 2020-21 due to one-time capital expenses.

Golf Courses Status Quo



Golf Course Sale and Sports Complex Implementation



If reuse of both properties becomes a reality, the City can expect to subsidize the golf enterprise at the current projected level of $700,000 per year until the sale of the Swenson property is complete, which staff expects would take approximately two years. Following that, the annual subsidy would be reduced to approximately $350,000. Costs associated with maintaining a golf course or a sports complex alternative are roughly equivalent in terms of operations; however, the anticipated use of a sports complex is expected to serve a wider audience. The design and construction time frame for a sports complex alternative is estimated at three years.

In a worst-case scenario where both courses were offline for a period with no revenues being generated, the City could expect to remain at the projected subsidy level of $700,000 per year, as the loss in revenues would be offset by elimination of the operator's management fee and switching to a lower level of turf maintenance for the properties.

FINANCIAL SUMMARY

This is an informational item only and would have no immediate impact on the General Fund. However, depending on the pursuit of any options discussed, there would be both significant revenue opportunities as well as potential capital costs. The most significant effect would be a net reduction of the City's general fund subsidy for recreation programs and the provision of new programs that serve a wide range of Stockton residents at a lower cost per use.

Attachment A - Municipal Golf Course Opportunity Study
Attachment B - Golf Program White Paper

CITY OF STOCKTON

CITY OF STOCKTON

SWENSON AND VAN BUSKIRK MUNICIPAL GOLF COURSE OPPORTUNITY STUDY



NOVEMBER 27, 2017

Prepared by:

Michael Baker INTERNATIONAL

Table of Contents

Table of Contents i
List of Figures iii
List of Tables iv
INTRODUCTION 1
SWENSON GOLF COURSE 3
Existing Conditions 3
Constraints and Opportunities 9
Design Concepts 10
Alternative 1 – Enhanced Open Space and Cluster Development 10
Alternative 2 – Mixed Use and Mixed Density 13
Alternative 3 – Single-Family Residential Buildout 15
Estimated Costs 17
Development Options and Opportunities 19
Alternative 1 – Cluster with Open Space 19
Alternative 2 – Mixed Use and Mixed Density 20
Alternative 3 – Single Family Alternative 20
VAN BUSKIRK GOLF COURSE 21
Existing Conditions 21
Constraints and Opportunities 26
Design Concepts 27
Alternative 1 – Passive Recreation and Open Space Park 27
Alternative 2 – Active Recreation and Open Space 31
Estimated Costs 35
Development Options and Opportunities 36
Alternative 1 – Passive Recreation and Open Space Park 36
Alternative 2 – Active Recreation and Open Space 37

APPENDIX A: Constraints and Opportunities Report 39
INTRODUCTION 40
CONSTRAINTS 40
Biological 40
Cultural, Tribal Cultural, Paleontological and Historical Resources 43
Other Constraints 45
OPPORTUNITIES 46
Swenson Project Site 46
Van Buskirk Project Site 46
APPENDIX B: Possible Reports and Permits Table 47
APPENDIX C: Constraints Maps 51
APPENDIX D: Opportunities Map 53
APPENDIX E: Cultural, Tribal-Cultural, Paleontological and Historical Resource Definitions and Regulatory Setting 55
Concepts and Terminology 56
Federal Regulatory Framework 57
Section 106 of the National Historic Preservation Act 57
Section 4(f) of the Department of Transportation Act 57
American Indian Religious Freedom Act 58
State Regulatory Framework 58
California Environmental Quality Act 58
Impacts to Historical Resources 60
California Health and Safety Code 61
Senate Bill (SB) 18 62
Assembly Bill (AB) 52 62

List of Figures

Community Planning Areas Stockton 2040 General Plan 2
Swenson Golf Course and Layout 3
Project Site and Surrounding Area 4
Land Uses 5
Transportation and Bike Options 6
Surrounding Homes for Sale 8
Surrounding Homes for Rent 8
Possible Concerns for Development 9
Possible Opportunities for Development 9
ALTERNATIVE 1: Cluster Alternative with Open Space 12
ALTERNATIVE 2: Mixed Use Alternative 14
ALTERNATIVE 3: Single Family Alternative 16
Van Buskirk Golf Course and Layout 21
Project Site and Surrounding Area 22
Land Uses 23
Transportation and Bike Options 24
Surrounding Homes for Sale 25
Surrounding Homes for Rent 25
Possible Concerns for Development 26
Possible Opportunities for Development 26
ALTERNATIVE 1: Passive Recreation and Open Space 29
ALTERNATIVE 2: Active Recreation and Open Space 33
ALTERNATIVE 2: Active Recreation Enhanced View 34
Swenson Golf Course 52
Van Buskirk Golf Course 52
Swenson Golf Course 54
Van Buskirk Golf Course 54

List of Tables

LAND USE TABLE ALT#1: Cluster Alternative with Open Space 11
LAND USE TABLE ALT#2: Mixed Use Alternative 13
LAND USE TABLE ALT#3: Single Family Alternative 15
LAND USE TABLE ALT#1: Passive Recreation Alternative 27
LAND USE TABLE ALT#2: Active Recreation Alternative 31

INTRODUCTION

This report has been prepared to assist City staff and decision makers in considering whether to pursue reuse plans for the City's Swenson and Van Buskirk golf courses, in order to determine the next course of action. The information and design concepts presented in this report are general in nature, and additional direction and outreach would be required should the City Council wish to pursue reuse programs for these two City-owned properties. This report is intended to assist decision-makers in understanding potential benefits and trade-offs associated with implementing reuse programs.

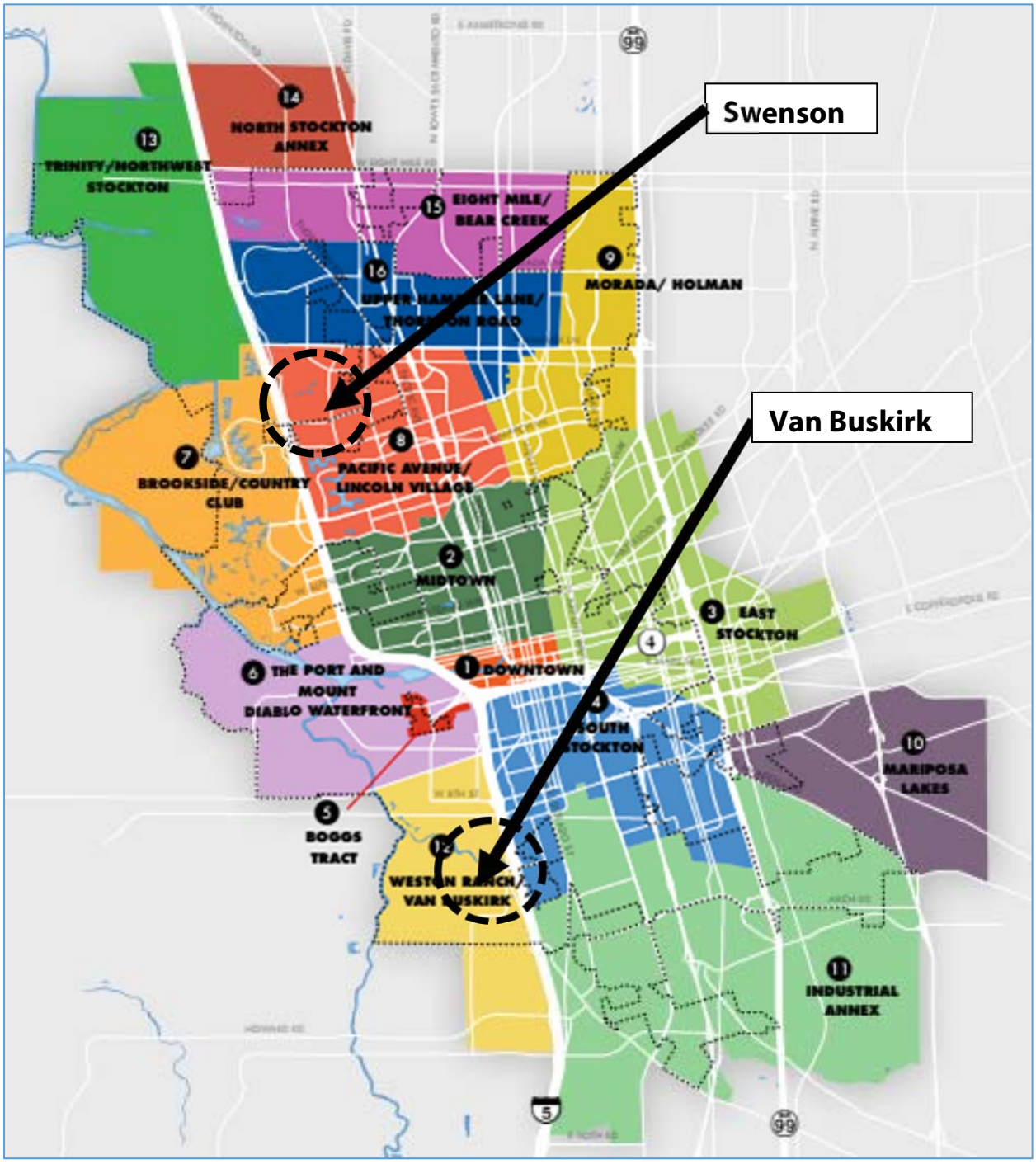
The Michael Baker International team prepared a constraints analysis, which addresses issues that could negatively impact potential development, and includes reports and permits that may be required prior to construction of either site. This full report is contained in Appendix A.

The team then used the constraints analysis to prepare the conceptual designs, which examine different development options for each golf course.

This report focuses on the following major components for each property:

- **Existing Conditions –** constraints report, existing regulatory plans, input from City staff, and a summary of an on-the-ground observation.
- **Design Concepts –** preliminary design concepts that illustrate a range of options to support revenue analysis and City Council discussions of potential uses.
- **Estimated Costs –** cursory analysis of the potential financial implications of implementing reuse programs.
- **Development Options and Opportunities –** a summary of considerations should the City Council wish to pursue reuse programs.

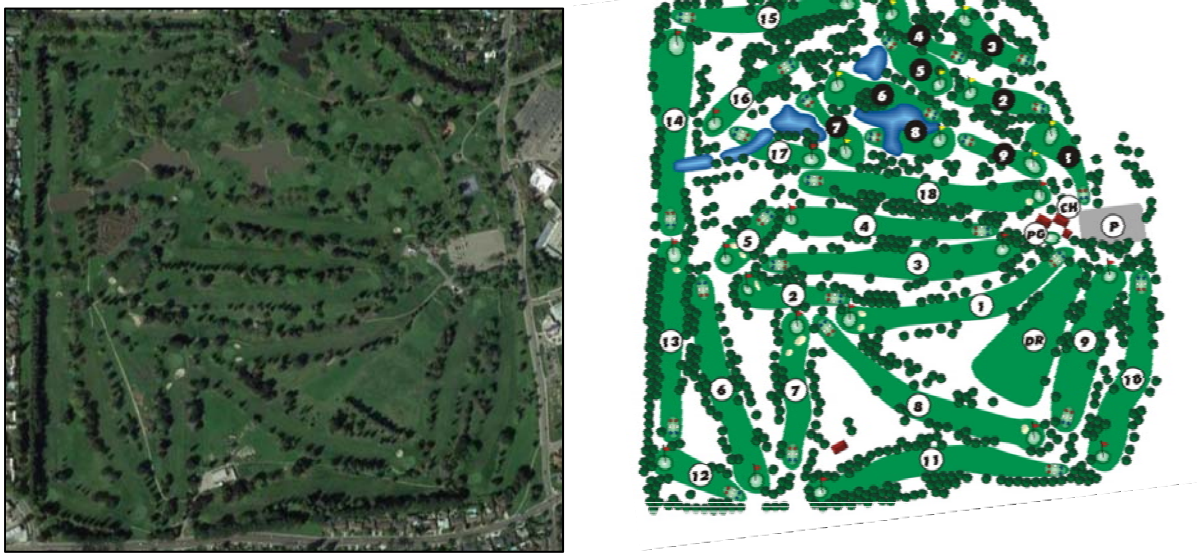
Community Planning Areas Stockton 2040 General Plan



SWENSON GOLF COURSE

The Swenson Park Golf Course (SPGC) is owned by the City of Stockton and has operated since 1952 at the northwest intersection of Alexandria Place and West Benjamin Holt Drive, between Alexandria Place and California Interstate 5 (I-5). The 210-acre, 9-hole and 18-hole par-72 golf course is a traditional parkland-style course designed by Northern California golf course architect Jack Fleming. The golf course is open to the public and offers a variety of events for all ages.

Swenson Golf Course and Layout



Existing Conditions

The SPGC is located in the Pacific Avenue/Lincoln Village planning area, which contains multiple commercial corridors surrounded by residential neighborhoods. Shopping center nodes include Hammer Ranch Center, Lincoln Village, Sherwood Mall Shopping Center, and the Weberstown Mall; the San Joaquin Delta College is also within the area. The following elements are found within the neighborhood:

- Pacific Avenue acts as the primary north–south bisector through the planning area and is located 1.3 miles from the SPGC. This corridor contains small and large retail establishments, such as retail centers, offices, and restaurants that front onto Pacific Avenue.

- San Joaquin Delta College is located 2.5 miles from the SPGC.

- Vintage single-family and multifamily residential neighborhoods are primarily located west of Pacific Avenue and/or south of March Lane. Some are built around private lakes and open spaces. Others are located behind commercial uses along March Lane.

- The unincorporated island of Lincoln Village is located just south of the SPGC. An older mid-century neighborhood with small houses organized around curved rectilinear blocks, the village sits along Benjamin Holt Drive and east of Pacific Avenue.

- Compact residential development, which was constructed during different time periods, varying in street network pattern and parcelization.

Project Site and Surrounding Area



The current land uses and zoning include residential, recreational, and civic (school-parks) with minor commercial uses to the west and larger commercial centers along Hammer Lane and Pacific Avenue to the north and east.

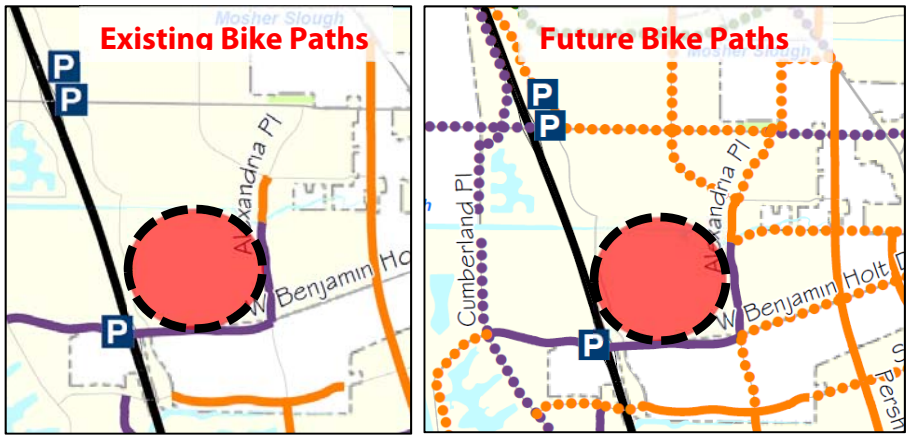
Land Uses



Low Density Residential (Yellow); Commercial (Red); Medium Density Residential (Violet); High Density Residential (Orange); Recreational (Dark Green); Open Space (Light Green)

Due to the site's proximity to surrounding commercial and residential uses, pedestrian pathways and bike lanes are proposed to connect the site to surrounding areas. While there are Class II and Class III bike lanes/routes planned for the area, there are no dedicated Class 1 paths within the nearby area.

Transportation and Bike Options



LEGEND

Class I Bike Path	Future Class I Bike Path	ACE Station	Park
Class II Bike Lane	Future Class II Bike Lane	Amtrak Station	Plan Boundary
Class III Bike Route	Future Class III Bike Route	Park and Ride	City Limits


Bike lane in planning stages in Stockton

CLASS II BIKEWAY (BIKE LANE)
DESIGNATED STREET SPACE FOR BICYCLISTS, TYPICALLY ADJACENT TO THE OUTER VEHICLE TRAVEL LANES.

There are **36 miles** of bike lanes in Stockton.


Bike route example in Santa Monica

CLASS III BIKEWAY (BIKE ROUTE)
MIXED-TRAFFIC CONDITIONS FOR BICYCLISTS USING SIGNAGE, STRIPING, AND/OR TRAFFIC CALMING TREATMENTS.

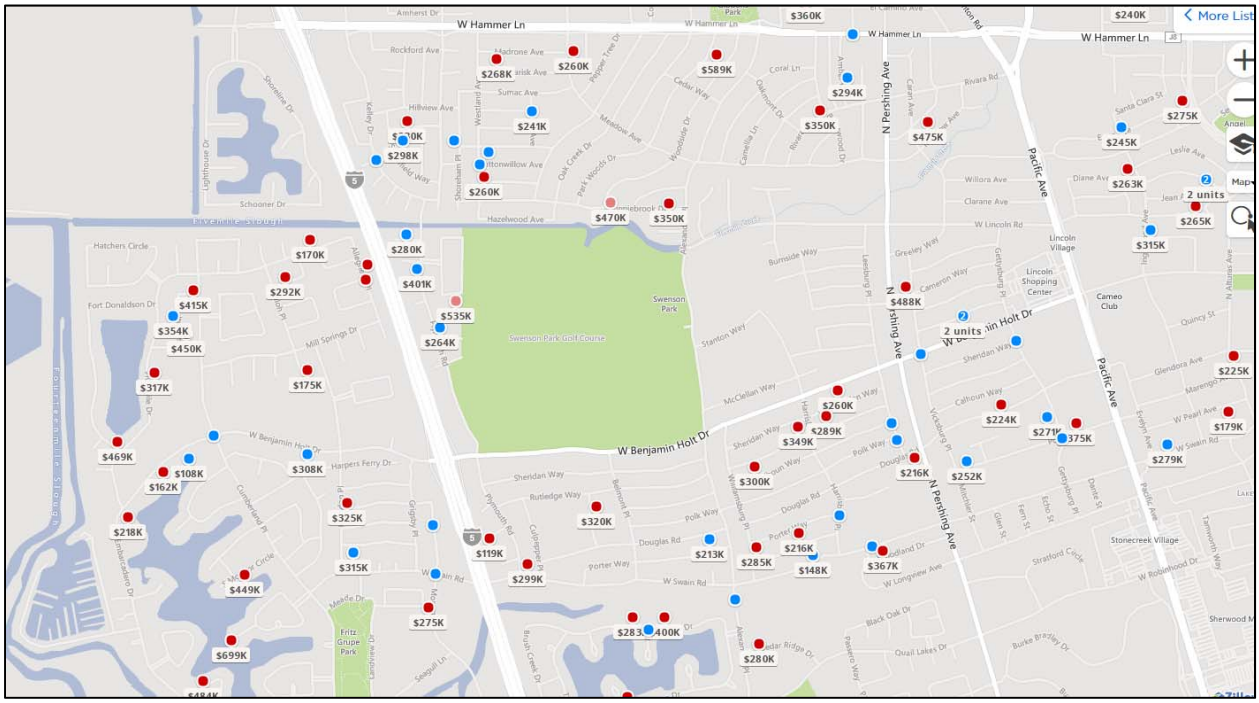
There are **35 miles** of bike routes in Stockton.

The golf course is operational and surrounded primarily by detached single-family residential housing to the north and south, with some medium-density housing and commercial uses to the west, and Lincoln High School and Sierra Middle School to the east along Alexandria Place. Homes in the surrounding area range in size from 1,100 square feet to 2,500 square feet; prices range from $150,000 to $450,000, with average pricing around $275,000. The rental rates can range from $800 to $1,500 with an average price of around $1,100. Surrounding neighborhoods are within walking distance to shops, schools, and transit along Hammer Lane and Pacific Avenue. These homes are in the Lincoln school district and receive their utilities from the City Municipal Utilities District (MUD).

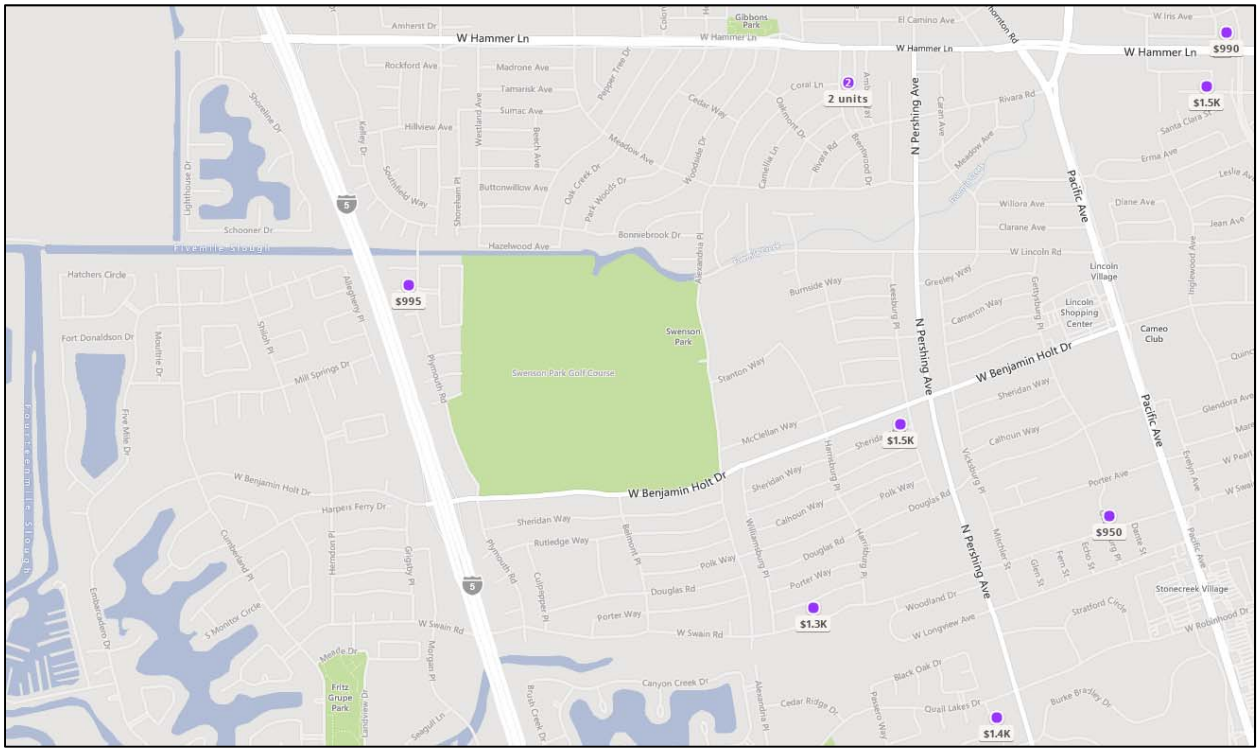
According to City-data.com, mean housing prices in 2015 were $245,306 (all unit average); $251,347 for detached houses; $229,952 for townhouses or other attached units; $243,549 for two-unit structures; $242,585 for three- to four-unit structures; $132,215 for structures of five units or more; and $62,892 for mobile homes. The median gross rent in 2015 was $943.

In 2017, the City conducted an analysis of units sold and found units averaging 1,900 square feet within a half-mile radius of the SPGC sold for an average of $341,100 (15 units between January and June 2017), and $279,033.76 for a 1,600-square-foot unit within 1 mile based on 110 units sold between January and June 2017.

Surrounding Homes for Sale



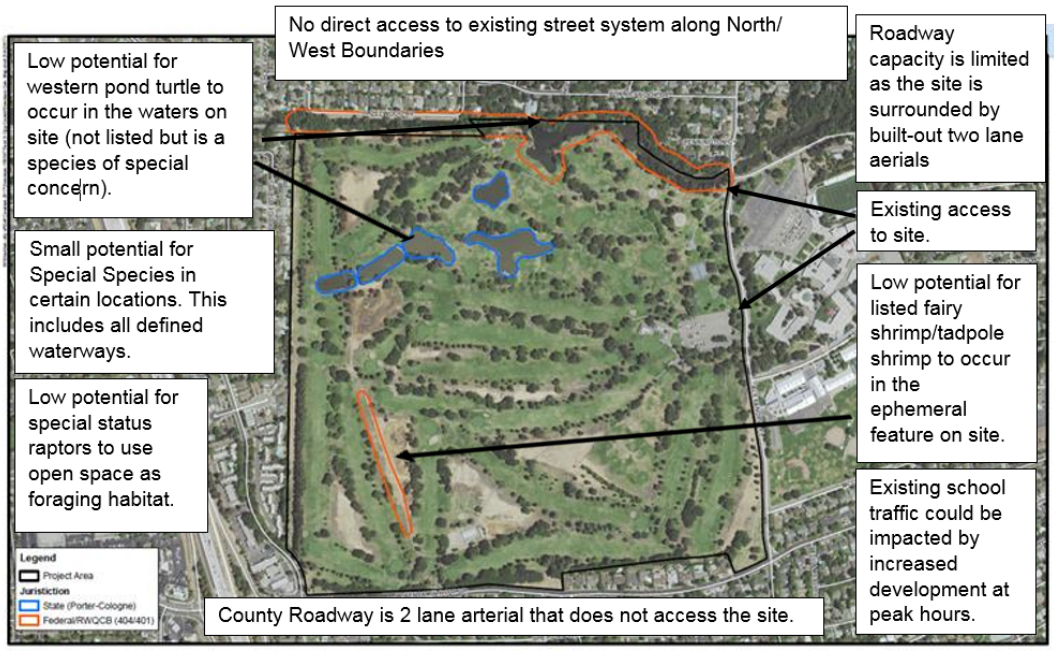
Surrounding Homes for Rent



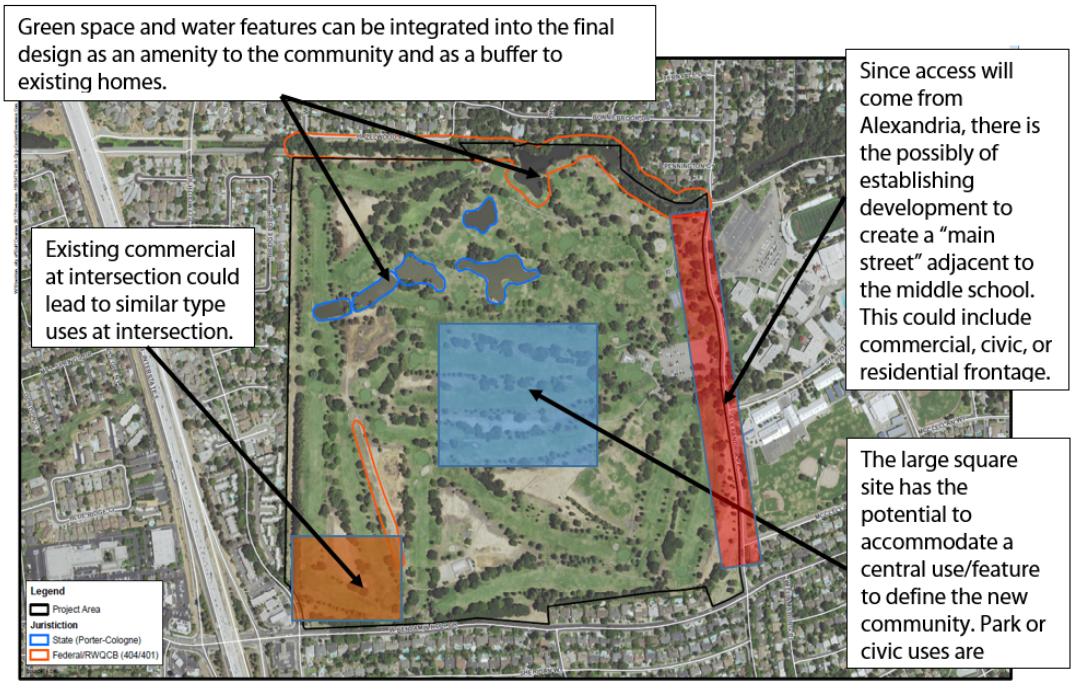
Constraints and Opportunities

The following is a brief summary of the report contained in Appendix A.

Possible Concerns for Development



Possible Opportunities for Development



The property site is located within an X Flood Zone which is considered an area of moderate flood hazard and protected to the Federal Emergency Management Agency (FEMA) 100-year flood level. Stockton and the greater San Joaquin and Sacramento hydraulic region is also subject to compliance with a State regulated 200-year flood level standard. The property site is located within an area that has the potential for greater than 5' of flooding in a 200-year flood event. Further investigation and study would be necessary to determine the potential flood elevation levels and flood protection options prior to approval of development on the property site.

Based on the constraints analysis and existing market demand, it is anticipated that the Swenson site could be developed for residential and civic uses, with the possibility of minor commercial use of portions of the site. While higher density may be restricted due to capacity constraints of the existing street system, low- and medium-density housing could be developed to provide additional housing while not overloading the street system. Michael Baker staff believes development of the site would be best handled by the review and approval of a single master plan due to the project size and environmental review required for construction. This would allow the greatest flexibility in design and timing as infrastructure could be tiered in an effort to minimize the impacts to the existing community as well as the financial burden on the City and/or future developer.

Design Concepts

The following design concepts are meant to help outline development potential for future discussions with stakeholders. These alternatives explore different design options and intensities for the site. As single-family detached housing still dominates the new homes sales, each alternative explores different uses while maintaining a primarily single-family approach. This is meant to reflect the current market trends as well as fit into the surrounding single-family communities.

Alternative 1 – Enhanced Open Space and Cluster Development

Based on the constraints report, many natural on-site resources could be incorporated into a future residential subdivision design, including five ponds and numerous mature trees. Alternative 1 attempts to preserve as much of the existing green space as possible, by clustering housing between natural features, reducing the density of development within proximity to the features, and integrating open space amenities and pathways to encourage pedestrian activity and connectivity throughout the site.

LAND USE TABLE ALT#1: Cluster Alternative with Open Space

Land Use	Proposed Acreage	Proposed Units	Est. Population/Workforce Increase (3.19/du)*
SFR (Acres)	67.62	406	1,295
MFR (Acres)*	36.29	280-420	893-1,339
C (Acres)	-	-	-
P (Acres)	13.16	-	-
OS (Acres)	64.70	-	-
SCH (Acres)	-	-	-
Public ROW (Acres)	28.97	-	-
Total	210.74	686-826	2,188-2,634

**Population per household based on 2016 Housing Element (Page 4BR-18).*

**MFR density estimated range calculated at 8-12 du/ac.*

**Neighborhood commercial square footage calculated at 0.25 FAR (Floor Area Ratio)*

ALTERNATIVE 1: Cluster Alternative with Open Space



Alternative 2 – Mixed Use and Mixed Density

As mixed-use development is encouraged by the General Plan to provide a variety of uses within close proximity, Alternative 2 demonstrates how mixed use could be implemented within the 210-acre site. The envisioned mix of uses includes an elementary school at the center of the site surrounded by a large single-family residential neighborhood; the existing community park shifted slightly to the south, allowing an open space connection between the school and existing Lincoln High School and Sierra Middle School to the east; multiple-family residential and neighborhood-service commercial uses along the site's eastern edge; a senior housing development in the site's southwestern corner; several neighborhood parks; and an open space buffer around the remainder of the site's perimeter.

LAND USE TABLE ALT#2: Mixed Use Alternative

Land Use	Proposed Acreage	Proposed Units/SqFt	Est. Population/ Workforce Increase (3.19/du)*
SFR (Acres)	76.98	616	1,965
MFR (Acres)*	19.41	152-228	484-727
C (Acres)*	1.61	17,532 sqft	-
P (Acres)	16.73	-	-
OS (Acres)	38.28	-	-
SCH (Acres)	15.03	-	-
Public ROW (Acres)	42.14	-	-
Total	210.19	768-844 du; 17,532 sqft	2,449-2,692

**Population per household based on 2016 Housing Element (Page 4BR-18).*

**MFR density estimated range calculated at 8-12 du/ac.*

**Neighborhood commercial square footage calculated at 0.25 FAR (Floor Area Ratio)*

ALTERNATIVE 2: Mixed Use Alternative



Alternative 3 – Single-Family Residential Buildout

Due to the surrounding market preference for single-family housing, Alternative 3 prioritizes the development of single-family detached housing, while including limited medium-density residential development along Alexandria Place and senior housing in the site's southwestern corner. The alternative also features an abundance of park space, including a community park at the center of the site, parkland around the site's perimeter, and several neighborhood parks located within the single-family residential neighborhood.

LAND USE TABLE ALT#3: Single Family Alternative

Land Use	Proposed Acreage	Proposed Units	Est. Population/ Workforce Increase (3.19/du)*
SFR (Acres)	98.39	718	2,290
MFR (Acres)*	19.48	152-228	484-727
C (Acres)	-	-	-
P (Acres)	42.47	-	-
OS (Acres)	-	-	-
SCH (Acres)	-	-	-
Public ROW (Acres)	49.86	-	-
Total	210.19	870-946	2,774-3,017

**Population per household based on 2016 Housing Element (Page 4BR-18).*

**MFR density estimated range calculated at 8-12 du/ac. SFR density estimated around 7 du/ac.*

ALTERNATIVE 3: Single Family Alternative



Estimated Costs

The following analysis has been prepared to better inform the City on converting the Swenson Golf Course to private development. It is assumed that such development would be primarily residential, and this analysis focuses on the costs of development. In general, the development scenarios evaluated in this process preserve a greater amount of open space within the site than typical, resulting in somewhat lower dwelling unit counts for the overall site.

Estimated Cost of Development

The City of Stockton's 2015–2023 Housing Element estimates residential development costs and average sales prices per square foot. As shown in Table 4-69 of the Housing Element (copied and inserted below), the estimated development cost for an entry-level, single-family 2,000-square-foot home ranges from $273,825 ($136 per square foot) to $313,825 ($156 per square foot). Additionally, Table 4-69 estimates the cost of a 1,200-square-foot multifamily unit to be $246,042 ($205 per square foot). These development costs include site improvements, construction costs, fees, and permits.

TABLE 4-69
ESTIMATED DEVELOPMENT COSTS
Stockton
2015

Type of Cost	Single Family Unit[1]	Multifamily Unit[2]
Land Costs[3]	$23,219	$17,339
Site Improvement Costs[4]	$45,000-$85,000	$32,857
Total Construction Cost[5]	$150,800	$169,488
Development Fees[6]	$54,806[1]	$26,358
Total Housing Development Costs	**$273,825-$313,825**	**$246,042**

Notes:
[1] Fee estimate based on 2,000 square foot home, 3-bedroom, 2.5-bathroom on a 5,000 square foot lot.
[2] Based on a 12 acre vacant grass field site slated for 140 units of affordable multifamily units. Multifamily unit costs assume each unit is 1,200 SF (1,000 SF of living space, 200 SF of shared space).
[3] The land cost per acre is assumed to be $202,286.
[4] The total site improvement costs for the 140-unit development was $4.6 million, which is $32,857 per unit.
[5] The construction cost is based on $14.24 per SF for a 1-3 story complex with a wood frame, brick veneer, and open shop labor, and 1,200 SF per unit sums to $169,488.
[6] Based on total fee estimates from Table 4-67.
Sources: Visionary Home Builders of California, 2015; Building-cost.net, 2015; RSMeans.com, 2015; Realtor.com, 2015; Mintier Harnish, 2015.

The land cost of $23,219 per dwelling, as cited in the above table, represents the base value that the City could reasonably expect to receive for the Swenson property. As noted below, there is further residual value in the land that could be retained in a higher land price, directed to improvement costs of the on-site open space, or used to incentivize development of the property.

Estimated Development Revenue – Single-Family Development

A typical 1,900-square-foot home within 0.5 mile of the project site sells for an average of $341,000 ($179 per square foot), while a typical 1,600-square-foot home within 1 mile of the project site can sell for an average of $279,033 ($174 per square foot). These valuations are based on the average sales prices of the last 110 dwellings sold in the area ending in 2017. For purposes of this analysis, it is assumed that a 2,000-square-foot home would therefore sell for approximately $341,000, consistent with data for the surrounding community.

It is reasonable to assume that the Swenson site will result in sales prices somewhat higher than recent sales in the project vicinity due to the all-new construction of homes and public facilities, as well as the park and open space amenities that will be included in the project.

Assuming the qualities of the development on the Swenson site would generate relatively modest 5 percent higher sale prices than surrounding neighborhoods, the selling price for a 2,000-square-foot home would be approximately $358,000.

Residual Value – Single-Family Development

As indicated in the Housing Element, the direct costs of developing a 2,000-square-foot home in Stockton range between $273,825 and $313,825, resulting in an average cost of approximately $294,000. This amount does not include typical developer profit of 12 percent or a typically calculated contingency of 5 percent. With profit and contingency added, the developer would anticipate selling the 2,000-square-foot home for at least $343,980. This figure is comparable to the average resale home price in the project vicinity. However, this comparison does not reflect the enhanced value of housing on the Swenson property as described above.

Assuming housing within the Swenson project would have an enhanced value of 5 percent over surrounding recent sales, a 2,000-square-foot home could sell for approximately $358,000. Based on the $343,980 that a future developer must charge to "break even," this additional value could generate approximately $14,000 per dwelling unit additional revenue at time of home sale.

It is important to note that actual development costs for the Swenson site are not yet known. Items that could result in substantial additional development costs (resulting in reduced residual land value) include:

- Off-site infrastructure improvements. No significant off-site infrastructure projects have yet been identified, but detailed technical analysis of infrastructure needs has not been completed.

- Site improvement costs. It is anticipated that a substantial portion of the site will be retained as open space. There will be costs associated with improving these areas and likely additional costs associated with incorporating existing golf course features in the future project.

- Market volatility. The analysis provided herein is preliminary in detail, and market conditions fluctuate. The identified residual value could increase or decrease as market conditions change.

Ongoing Operational Costs

It is relatively common for land use agencies to require financing mechanisms (landscape and lighting districts, community facilities districts, law enforcement funding, etc.) to be established to ensure new development is not a financial burden on the agency. Through such measures, the City could largely ensure that the future residents of the Swenson site would pay the actual costs of public services and facilities.

The Swenson golf course is about 65 years old, and the City estimates the cost of deferred improvements for the facility to be approximately $3,000,000 with an annual general fund contribution of approximately $350,000. If the City can avoid these deferred improvement and ongoing operational costs, then those funds could be directed to other City priorities, resulting in a fiscal net gain for the City. Savings in ongoing operational costs assume the City will require future homeowners to pay for actual costs of municipal services through a combination of typical property taxes and supplemental funding mechanisms.

Development Options and Opportunities

As mentioned, the design alternatives are only meant to highlight development potential for future discussion. Below are additional points of interests and opportunities for each design alternative. These include land use amenities, points of interest, collaboration options, and possible incentives for the development community.

Alternative 1 – Cluster with Open Space

1) Possibility for "flex" acreage and space for office and commercial uses.

2) Annexation or creation of Community Facilities District (CFD) for maintenance and improvements to the open space features. This will help defer some of the costs for these areas. While a homeowners association could be beneficial, it could also have the effect of eliminating access to the site's amenities by surrounding communities.

3) Depending on market interest, there is the possibility to create a Main Street design along Alexandria. This could be designed into the street's current two-lane design, or if the street is widened to accommodate additional traffic and possible turning lanes.

4) Collaboration with the development community could facilitate the phasing of the project, helping to avoid having the site vacant and ensure construction of needed infrastructure in a timely manner.

5) Collaboration could also benefit the project as the City could defer entitlement and/or impact costs as incentives to an interested developer.

Alternative 2 – Mixed Use and Mixed Density

1) Same items as Alternative 1 for CFD creation/annexation, Main Street, and flex use space; however, the SCH-school designation could result in additional housing or park space should the school district not require the additional land.

2) An increase in uses along Alexandria could create a more active Main Street area and extend the community gathering spaces, making it a destination for new and existing residents as well as for students attending the nearby schools.

3) The open space area buffer will continue to serve as a green amenity, buffering the new homes from the existing homes in the surrounding areas. This open space buffer could be designed to include recreational amenities, including pathways and other features (barbecue, benches, etc.).

4) The street system primarily comprises a grid system that will facilitate the efficient flow of traffic, while providing pedestrians with safe, convenient access to the site and the surrounding uses.

5) New entrances will tie into existing intersections along Alexandria with the possibility of adding gateway or wayfinding signage to create a sense of place within the area and new community.

6) Neighborhood parks have been included to expand open space and outdoor recreational opportunities within the single-family residential neighborhood and to shorten the distance to the parklet facilities (parks 0.5-1.0ac). Green corridors could be added to increase the sense of place and enhance pedestrian connectivity to these areas.

Alternative 3 – Single Family Alternative

1) Same items as Alternatives 1 and 2.

2) This alternative provides the greatest number of single-family detached housing units, while incorporating ample open space and park area to buffer the residential development and providing recreational options for existing and future residents.

3) The street system primarily utilizes a modified grid system that will facilitate the efficient flow of traffic, while providing pedestrians with safe, convenient access to the site and the surrounding uses.

4) While the site designates areas for medium-density residential development, should the market encourage additional single-family housing, the City could work with the developer to establish in-lieu housing funds to assist the City in meeting affordable housing requirements in alternative locations.

VAN BUSKIRK GOLF COURSE

The Van Buskirk Golf Course (VBGC) is a traditional 18-hole championship golf course built on approximately 174 acres and was designed by Larry Norstrom. The course is known for its walkability factor and offers a par-72 layout and hosts the Men's and Women's City of Stockton Golf Championship each summer.

Van Buskirk Golf Course and Layout





Existing Conditions

The Weston Ranch/Van Buskirk planning area is bounded by Highway 4, I-5, and the San Joaquin River. This area is primarily made up of two large residential communities: Van Buskirk, which is north of the French Camp and Walker Sloughs and includes the VBGC, and Weston Ranch, which is south of the sloughs. The following elements contribute to Weston/Van Buskirk's character:

- Small cul-de-sac pockets branching off Eighth Street in the Van Buskirk residential community. Eighth Street provides direct access to I-5. Street entrances are accented by low wall architectural gateways and small landscaped medians.

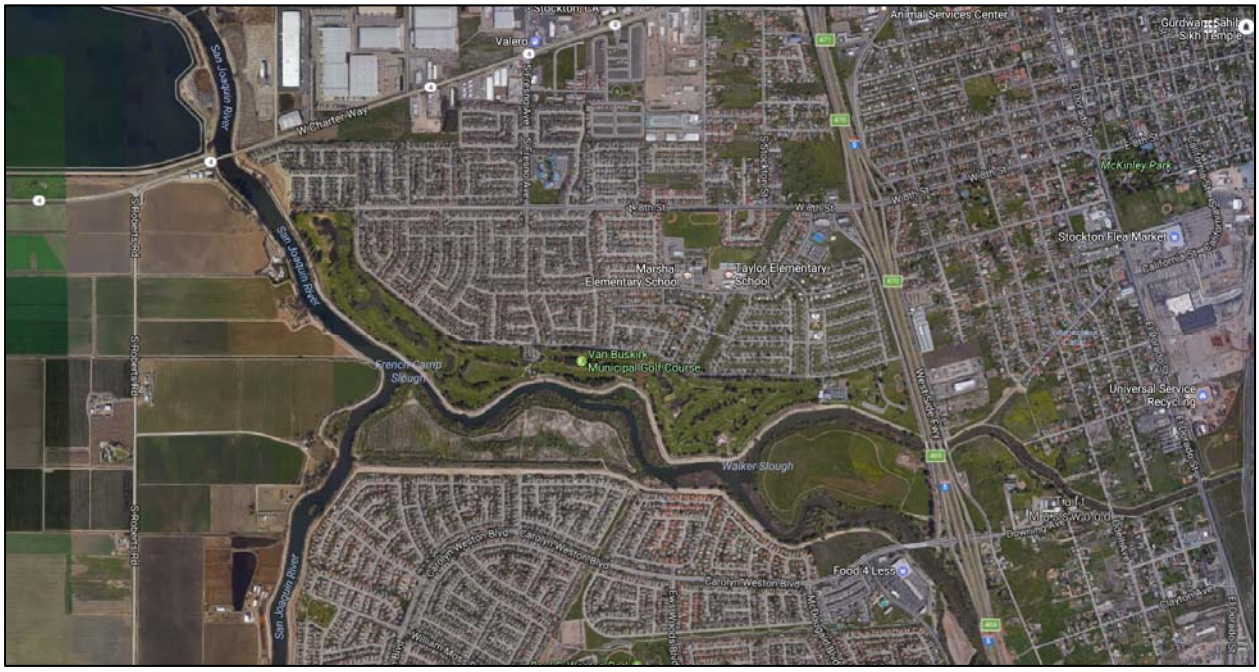
- The VBGC and San Joaquin River, which act as an edge and barrier between the Van Buskirk and Weston Ranch neighborhoods.

- Many cul-de-sac pockets branching off of several curvilinear main streets in the Weston Ranch community, similar to Van Buskirk. The Weston Ranch community is newer than Van Buskirk, but similar in architectural styles and home and lot sizes. A linear trail cuts through the neighborhood, connecting major streets to schools and views of the San Joaquin River.

- A moderate-sized strip mall that provides the only retail service for Weston Ranch. It is located along Carolyn Weston Boulevard, the one primary access roadway for Weston Ranch.

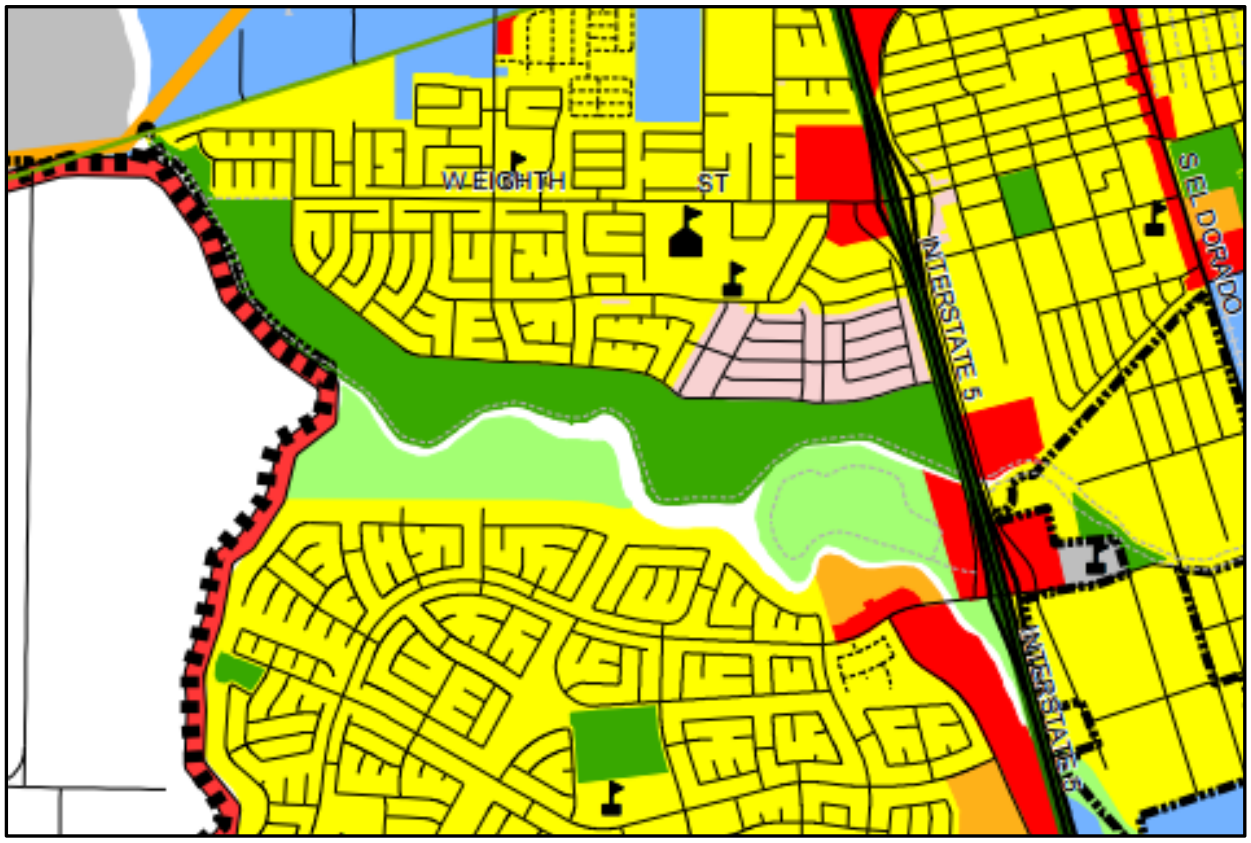
- Marshall and Taylor Elementary Schools, and retail services within a one-half mile radius of the VBGC.

Project Site and Surrounding Area



The current land uses and zoning include residential, recreational, and civic (school-parks) with minor commercial uses to the east.

Land Uses

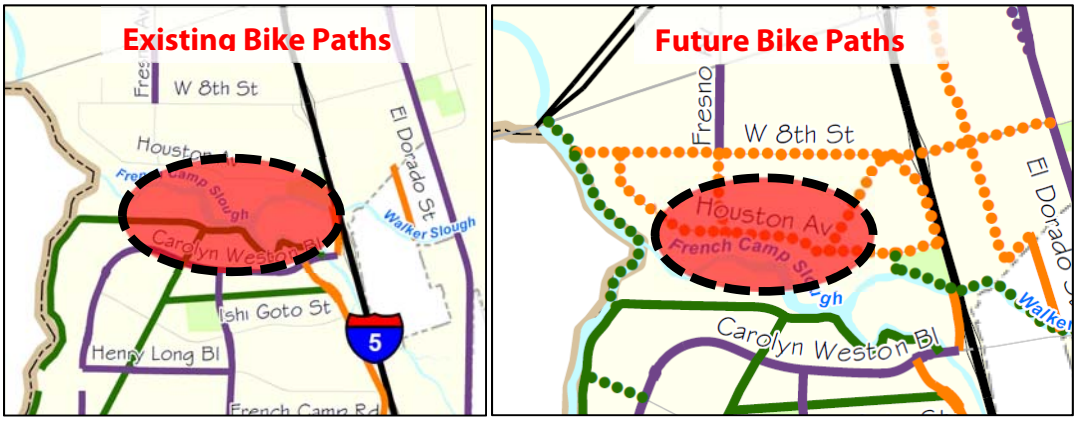


Low Density Residential (Yellow); Commercial (Red); Medium Density Residential (Violet); High Density Residential (Orange); Recreational (Dark Green); Open Space (Light Green)

The site has residential uses to the north, but is constrained to the west and south by the French Camp Slough and levees, and by I-5 to the east. This limits the amount of pedestrian pathways and bike lanes that could connect to the site, although there are Class III bike routes to the north.

The property site is located within an X Flood Zone which is considered an area of moderate flood hazard and protected to the Federal Emergency Management Agency (FEMA) 100-year flood level. Stockton and the greater San Joaquin and Sacramento hydraulic region is also subject to compliance with a State regulated 200-year flood level standard. The property site is located within an area that has the potential for greater than 10' of flooding in a 200-year flood event. Further investigation and study would be necessary to determine the potential flood elevation levels and flood protection options prior to approval of development on the property site.

Transportation and Bike Options



LEGEND

Class I Bike Path	Future Class I Bike Path	ACE Station	Park
Class II Bike Lane	Future Class II Bike Lane	Amtrak Station	Plan Boundary
Class III Bike Route	Future Class III Bike Route	Park and Ride	City Limits

THERE ARE THREE TYPES OF BIKEWAYS IN STOCKTON:



CLASS I BIKEWAY (BIKE PATH)
COMPLETELY SEPARATE RIGHT-OF-WAY; DESIGNATED FOR EXCLUSIVE USE BY BICYCLES AND PEDESTRIANS.
There are **46 miles** of bike paths in Stockton, many of which are located along creeks, canals, and rail lines. However, many of these don't connect to on-street facilities.



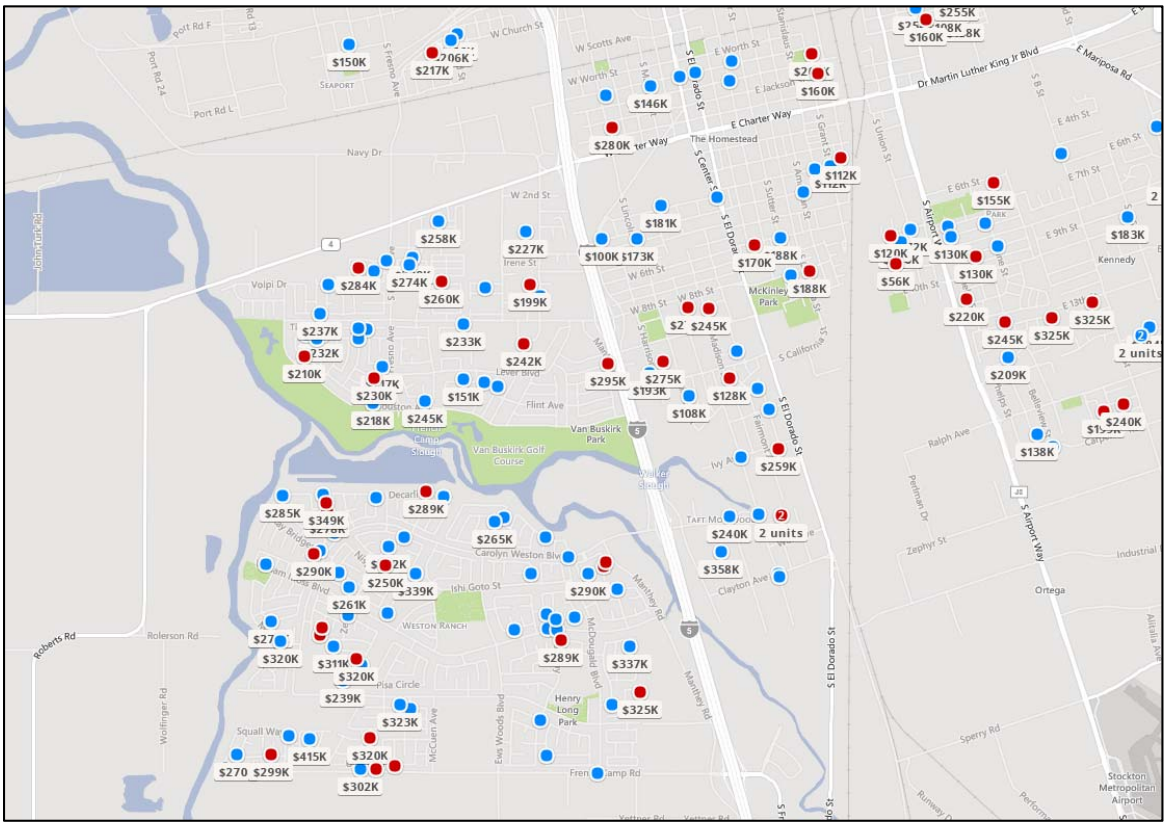
CLASS II BIKEWAY (BIKE LANE)
DESIGNATED STREET SPACE FOR BICYCLISTS, TYPICALLY ADJACENT TO THE OUTER VEHICLE TRAVEL LANES.
There are **36 miles** of bike lanes in Stockton.



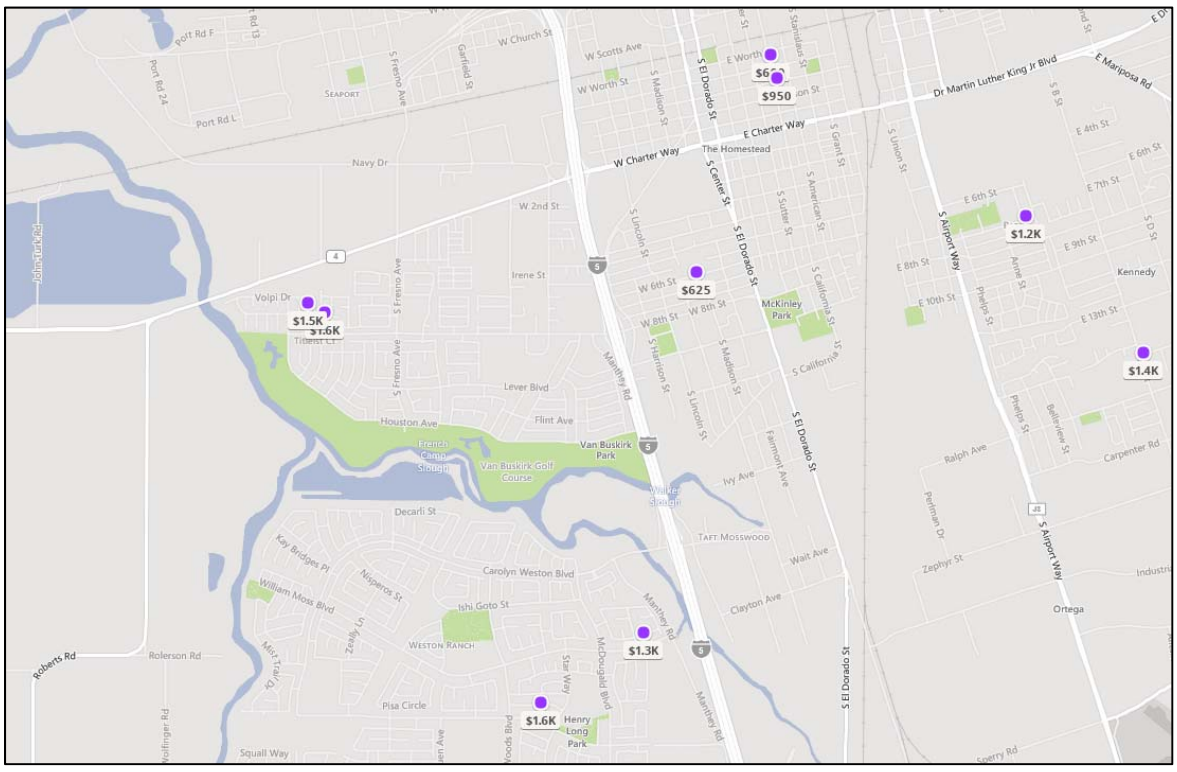
CLASS III BIKEWAY (BIKE ROUTE)
MIXED-TRAFFIC CONDITIONS FOR BICYCLISTS USING SIGNAGE, STRIPING, AND/OR TRAFFIC CALMING TREATMENTS.
There are **35 miles** of bike routes in Stockton.

Homes in the surrounding area range in size from 1,100 square feet to 1,900 square feet; prices range from $200,000 to $280,000, with average pricing around $245,000. The rental rates can range from $650 to $1,500 with an average price of around $1,100. Surrounding neighborhoods are within walking and biking distance; however, the site is primarily accessible from other regions by I-5 access.

Surrounding Homes for Sale



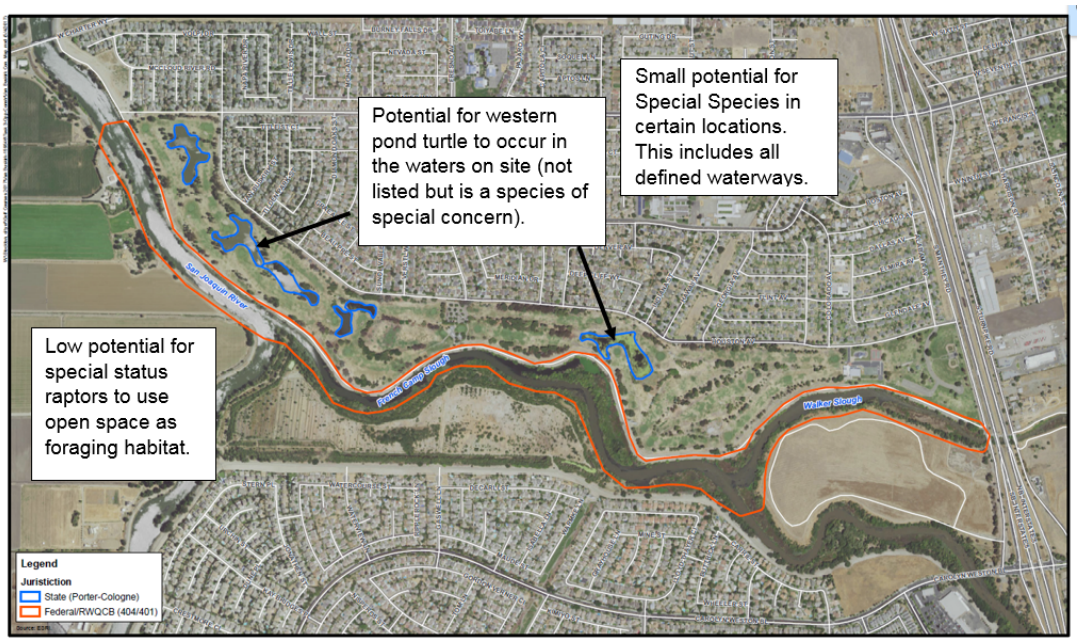
Surrounding Homes for Rent



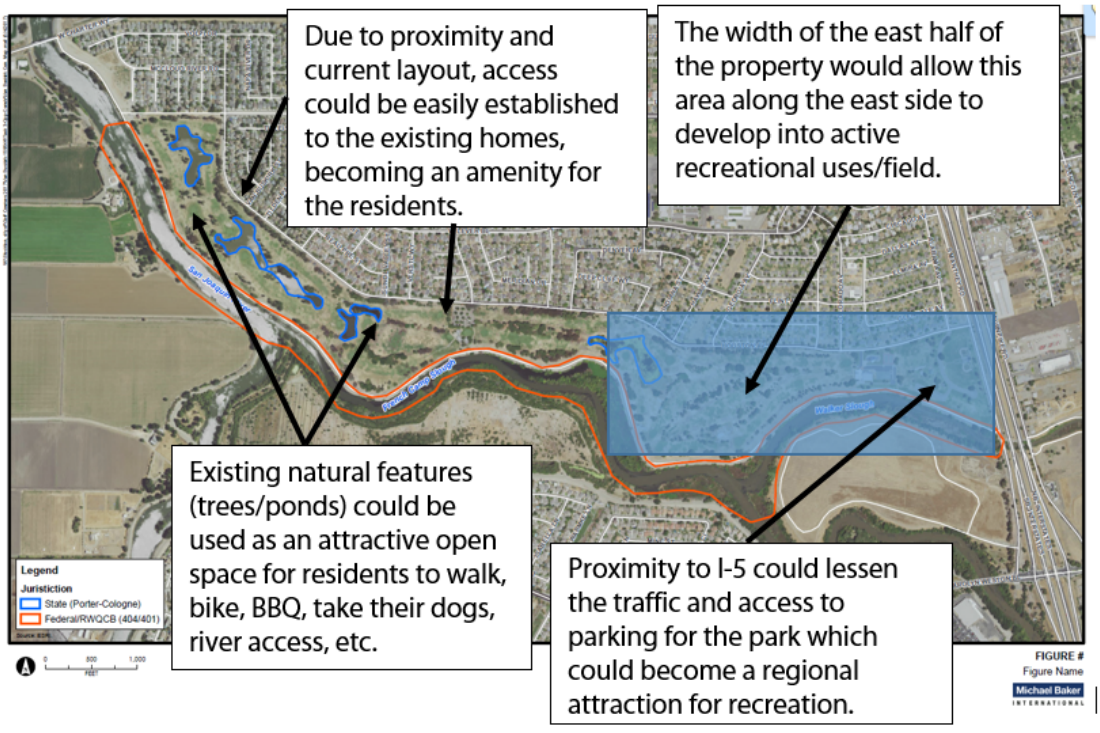
Constraints and Opportunities

The following is a brief summary of the report contained in Appendix A.

Possible Concerns for Development



Possible Opportunities for Development



Due to covenants on the project site requiring the area be designated for recreational uses, the following options will be explored as possible opportunities for the Van Buskirk site:

- **Active Amenities:** This could include softball/baseball diamonds, soccer fields, a set of six to eight basketball courts, a quarter-mile track with field space on the interior, and a core developed area that could be a meeting/event space, private restaurants, or similar sports-related uses. While this may increase activity to the site and result in changes to the natural environment, it could help the City to lease space/fields to help pay for maintenance costs. This could be through the use of the sports fields or flex retail spaces for vendors and events.

- **Passive Amenities:** This would consist primarily of open space and natural uses with a few baseball diamonds and soccer fields. The site could have pedestrian pathways with community gardens, arboretums, ponds, picnic and family areas, and amenities such as barbecues and pavilions.

Design Concepts

The following design concepts are meant to help outline development potential for future discussions with stakeholders. These alternatives explore different design options and intensities for the site. As the site is already programmed to maintain recreational uses, each alternative explores different recreational options to service the surrounding community and lessen the financial burden on the City.

Alternative 1 – Passive Recreation and Open Space Park

As existing covenants restrict the use of the site to recreational uses that serve the area, the following design alternative includes recreational uses only. Alternative 1 proposes more passive open space uses that could be easily integrated into the existing layout. These open space uses would require some improvements, but would only slightly intensify the existing site.

LAND USE TABLE ALT#1: Passive Recreation Alternative

Land Use	Proposed Acres
Active Recreation (Acres)	20.88
Passive Recreation (Area)	142.45
Wetland Buffer (Acres)	10.71
Total	174.04
Driveways (Acres)	3.19
Pathways (Acres)	4.96
Parking Area (Acres)	3.80

This page is intentionally blank.

ALTERNATIVE 1: Passive Recreation and Open Space



This page is intentionally blank.

Alternative 2 – Active Recreation and Open Space

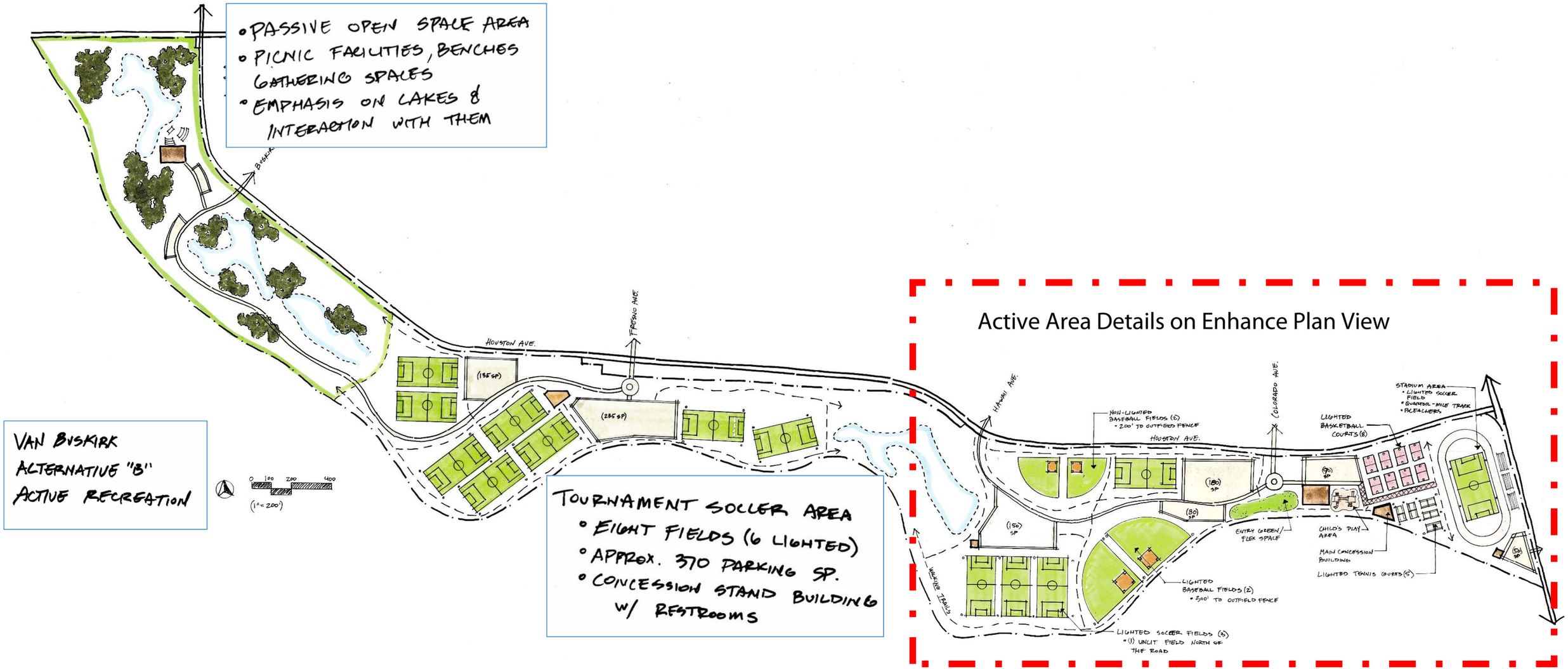
As with Alternative 1, the existing covenants require the area be designated for recreational uses. Alternative 2 includes more active uses like recreational sports fields to attract different types of park users to the site. The design retains some of the ponds, open space, and trails, but adds more active uses for formal sporting events.

LAND USE TABLE ALT#2: Active Recreation Alternative

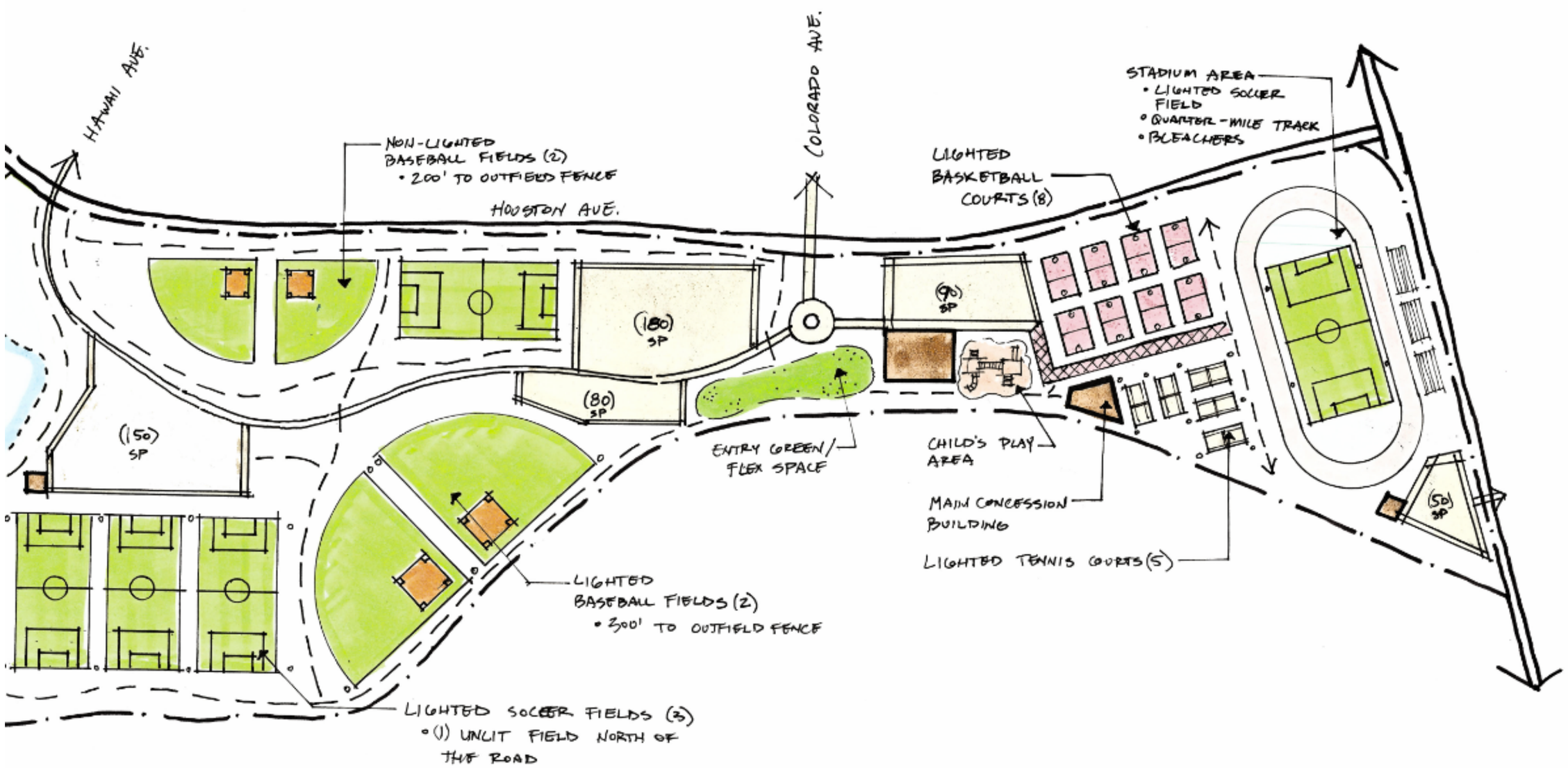
Land Use	Proposed Acres
Active Recreation (Acres)	119.17
Passive Recreation (Area)	44.16
Wetland Buffer (Acres)	10.71
Total	174.04
Driveways (Acres)	3.51
Pathways (Acres)	3.13
Parking Area (Acres)	14.08

This page is intentionally blank.

ALTERNATIVE 2: Active Recreation and Open Space



ALTERNATIVE 2: Active Recreation Enhanced View



Estimated Costs

The optional design concepts presented for City consideration include passive recreation and active recreation alternatives. Both park concepts were developed to take advantage of existing features and respond to existing constraints.

The passive recreation alternative retains more undeveloped space, emphasizes informal recreation, and offers greater opportunities to view wildlife and the environment. Uses can include casual activities such as the pursuit of hobbies (bird watching), walk-jogging, small and informal group activities (yoga in the park), public gathering space (BBQ events), and other events that are smaller and less formal. Such parks are enjoyed on a first-come, first-served basis, and visitor facilities and services are reduced. Since passive park uses generally include less structured recreational activities without the need for a specialized parkland development plan, they can typically be included at a lower cost to communities.

These characteristics of a passive park result in lower improvement costs as few major facilities are provided. Passive parks also generate lower revenues from use fees and facility rental. Finally, with the lower level of facility improvements, operational costs for passive parks are generally lower than such costs for an active recreational facility.

The active recreation alternative supports recreational activities that involve active sports and larger organized events. An active park can often include structured recreational activities that require a specialized parkland development plan for improvements and management. Active parks would typically house league recreational play. Given the scale of the Van Buskirk property, active recreational fields and facilities could both serve local residents and be a draw for teams from outside of Stockton.

The athletic field component of active recreation facilities can generate increased revenue through event fees and field rentals. However, such parks typically require more intensive facility maintenance and greater effort to program facilities, and therefore result in higher operational costs.

The Van Buskirk golf course is about 50 years old, and the City estimates the deferred improvements to be around $5,000,000 with an annual general fund contribution of around $350,000. It should be noted that unless the City has already allocated funding for the deferred improvements required at the golf course, the $5,000,000 noted above is not actually a savings, as those funds might not be available for golf course renovations given competing City budget priorities. Additionally, the maintenance costs of a renovated community park could well exceed the currently allocated $350,000 annual maintenance costs for the golf course. In brief, a renovated Van Buskirk community park could serve the needs of the community more effectively but might not result in any actual savings to the City.

Full development of the Van Buskirk property as a community park would require substantial investment by the City. Total costs for fully implementing the active park alternative could exceed $15,000,000 for field and major landscape improvements. Facilities such as community

centers or aquatic centers could double this cost. While facilities within the park could be phased in over time and the City could pursue grant funding and other alternative revenue sources, the Van Buskirk property is a large site and full improvement would require a significant investment by the City.

Development Options and Opportunities

As mentioned, the design alternatives are only meant to highlight development potential for future discussion. Below are additional points of interests and opportunities for each design alternative. These include land use amenities, points of interest, collaboration options, and possible incentives for the development community.

Alternative 1 – Passive Recreation and Open Space Park

1) Keeping more passive spaces would slightly impact the intensity of the site, requiring only minimal changes and improvements. This would include minimal changes to the community center and surrounding area.

2) Space for a multiuse trail for recreational fitness or group/school activities. This could include special events or use by residents looking for fitness alternatives outside. Examples of this include the 1-mile loop at McKinley Park in Sacramento or the "Doggie Dash" in Land Park in Sacramento; both parks are used for fitness on a daily basis, but are also used for special events.

3) Playground area for kids could be added to what is available at the existing community center.

4) Privately operated restaurant on-site could be added to the flex event/commercial space.

5) Leasing of the facilities and possible on-site event/commercial space would help pay for maintenance and improvement cost.

6) Shuttle service routes could be relocated to link the area and allow the park to become a regional draw.

7) The space could include other civic uses such as a museum, outdoor classroom, or outdoor amphitheater, which could help make the area a regional attraction for concerts and events.

8) Picnic areas located throughout the park provide flexible spaces for community gathering.

9) Low water-use, drought-tolerant, native vegetation could be planted in areas that are not intended for recreational purposes, which will save on irrigation costs. Formal irrigation systems can be focused on the large greens.

10) A community garden could be established where residents are able to learn about healthy food habits while growing their own food.

Alternative 2 – Active Recreation and Open Space

1) Outdoor soccer or space that could be used as multipurpose fields for other outdoor events (Frisbee golf, softball, volleyball, etc.). The number of fields, restaurant/snack bar, and additional parking highlight the park as an attractive site for local and regional tournaments, bringing a large number of people to the area.

2) These spaces can included multiple outdoor basketball tournament space, although smaller "non-regulation" courts could result in more facilities.

3) Space for a multiuse trail for recreational fitness or group/school activities. This could include special events or use by residents looking for fitness alternatives outside. Examples of this include the 1-mile loop at McKinley Park in Sacramento or the "Doggie Dash" in Land Park in Sacramento; both parks are used for fitness on a daily basis, but are also used for special events.

4) Playground area for kids.

5) Privately operated restaurant on-site.

6) Big League Dreams in Manteca is an example of a more sports-oriented facility. While the VBGC may be too narrow for some uses, the fields could be integrated to allow large sporting events for youth and adult activities.

7) Leasing of the facilities and possible on-site event/commercial space would help pay for maintenance and improvement costs.

8) Shuttle service routes could be relocated to link the area and allow the park to become a regional draw.

9) A stadium area with a larger soccer field for adult league use or higher-level games. This could include a quarter-mile standard track for community use and potential middle school and high school competitions.

This page is intentionally blank.

APPENDIX A: Constraints and Opportunities Report

INTRODUCTION

The Michael Baker team has prepared a summary of constraints and opportunities associated with the Stockton properties that will be the basis for the conceptual design effort. This report summarizes all cursory reviews of existing regulatory plans, items mentioned in meetings with City staff, and an on-the-ground observation.

The constraints analysis addresses potential issues that could negatively impact development potential and suggests reports and permits for each potential impact. The analysis is broken down into the following sections:

- **Biological**: This includes reconnaissance-level surveying of biological resources in the project site that focused on identifying sensitive resources that would likely be preserved within the property and a general assessment of potential mitigation requirements that may be associated with substantial development of the property.

- **Cultural**: This includes the Michael Baker team's findings for prehistoric, historic, and cultural resources on the property compiled through field evaluations, existing environmental reports, and other online and state resources.

- **Circulation and Infrastructure**: This includes Michael Baker's assessment of circulation constraints, roadway limitations, site access, drainage, and general infrastructure capacity (sewer and water).

The opportunities analysis for each site is based on the constraints examination and intended to guide the conceptual design process, which will be presented to the City. The analysis is broad rather than thorough and comprehensive, but will frame the project's external strengths and weaknesses in the region and any internal opportunities within the site. This information may be used to assist decision-makers in understanding trade-offs.

CONSTRAINTS

Biological

The following discussion pertains to biological and ecological resources that could potentially be impacted by development for both locations. This is meant to be a broad discussion as a more detailed analysis would be required during the final design and California Environmental Quality Act (CEQA) analysis prior to construction activities.

Waterways and Ponds

The waterways adjacent to both projects (Fivemile Slough, French Camp Slough, Walker Slough, and San Joaquin River) should be avoided as much as possible. These aquatic resources are considered waters of the US subject to jurisdiction of the US Army Corps of Engineers (USACE) and Regional Water Quality Control Board (Regional Board) pursuant to Sections 404

and 401 of the Clean Water Act (CWA), respectively, and streambed/banks and associated riparian vegetation subject to jurisdiction of the California Department of Fish and Wildlife (CDFW) pursuant to California Fish and Game Code (FGC) Sections 1600 et seq. Impacts to these features would be considered costly, require a high level of effort, and be time consuming in the procurement of the appropriate permits/authorization.

The majority of the isolated ponds within both golf courses would be considered waters of the State subject to jurisdiction of the Regional Board pursuant to Section 13263 of the California Porter-Cologne Water Quality Control Act (Porter-Cologne). Two ponds on the Van Buskirk property are not maintained, thereby allowing riparian and other hydrophytic vegetation to establish along the perimeters; these ponds are considered potential adjacent wetlands that would be subject to jurisdiction of the USACE, Regional Board, and CDFW. Impacts to these aquatic resources would be considered costly, require a high level of effort, and be time consuming in the procurement of the appropriate permits/authorization.

Note: If it is determined that any of these ponds are adjacent wetlands to the waterways (Fivemile Slough, French Camp Slough, Walker Slough, and San Joaquin River) during further evaluation or during a formal Wetland Delineation, the USACE, Regional Board, and CDFW would take jurisdiction, thus making impacts to these features costly, requiring a high level of effort, and be time consuming in the effort to obtain the correct permits and authorization.

The ephemeral drainage feature located in the western portion of the Swenson property may be considered waters of the US and streambed/banks subject to regulatory jurisdiction, again requiring a high level of effort and time to procure the appropriate permits/authorization.

Habitat and Species

The San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSHCP) will prescribe avoidance, minimization, and mitigation measures for most special-status species that may occur on-site. These will be incorporated into the CEQA environmental document.

There may be some special-status species that require complete avoidance or more costly mitigation if found to occur on-site. Most of these species would be found within the waterways and riparian areas.

Note: Development in these riparian areas may result in more impacts to special-status species and trigger additional approvals and mitigation. The creeks, rivers, and sloughs should be allowed to establish buffers to preserve riparian areas.

Additional Research, Reports, and Permits Required

The following is a general overview of the research, reports, and permits that may be required as part of the conceptual design and entitlement review process to comply with federal, state, and local regulations. A majority of the biological resources potentially occurring on-site would

be assessed during the CEQA process as part of the environmental documentation and adoption. During this time, a detailed habitat assessment should conducted to determine which special-status species have the potential to occur on-site.

Possible Permits

1) USACE CWA Section 404 Nationwide Permit or individual permit (for impacts over 0.5 acre) and Central Valley Regional Board CWA Section 401 Water Quality Certification for any impacts to wetland and nonwetland waters of the US, including the rivers, creeks, sloughs, unmaintained ponds, and any other features identified within the project limits, such as the ephemeral feature on the Swenson property.

2) FGC Sections 1600 et seq. Lake or Streambed Alteration Agreement for any impacts to streambed/banks and associated riparian vegetation, including the features listed in #1 above.

3) Central Valley Regional Board Porter-Cologne Section 13263 Waste Discharge Requirements for any impacts to the isolated, maintained ponds in the golf courses.

4) Heritage Oak Tree Removal Permit Application pursuant to the City of Stockton ordinance for the removal of any valley oak, coast live oak, or interior live oak (with trunk diameter > 16 inches at 24 inches above natural grade).

Possible Reports

1) Formal jurisdictional delineation to identify and map all features within the two golf courses that are subject to regulatory jurisdiction, and preparation of a report documenting the results that require agency concurrence.

2) Biological resources survey, including vegetation mapping and habitat suitability assessments, for consistency with the SJMSCP.

3) Potential protocol-level surveys for various special-status species.

4) Habitat Mitigation and Monitoring Report.

5) Consistency with the SJMSHCP:

    a. Specific avoidance, minimization, and mitigation measures consistent with the SJMSHCP for special-status species if it is determined that they have the potential to occur on-site.

    b. Necessary approval by the Joint Powers Authority throughout multiple elements of the process. For example, if the waterways/riparian areas are found to contain occupied habitat for certain species, additional approval by the Joint Powers Authority will be required.

    c. Complete the form for each project and pay the applicable fee.

Cultural, Tribal Cultural, Paleontological and Historical Resources

Michael Baker International conducted a constraints analysis for the Swenson Golf Course and Van Buskirk Golf Course project (project). The constraints analysis describes cultural resources, tribal cultural resources, and paleontological resources within the project areas that have the potential to be affected/impacted by the projects and documentation that may be required by future projects. The project areas are the limits of ground disturbance for each project.

Note: See Appendix B for the Possible Reports and Permits table, Appendix E for cultural, tribal cultural, paleontological, and historical resources definitions and regulatory framework.

Swenson has the potential to require two built environment evaluations and Van Buskirk has the potential to require three evaluations (see Appendix B). Both Swenson and Van Buskirk have elevated archaeological sensitivity which may warrant archaeological excavation pursuant to Section 106 or archaeological monitoring during construction pursuant to CEQA. Future Section 106/CEQA projects will likely require an updated Central California Information Center (CCIC) records search, field survey, research, and resource evaluations.

The Process

Future projects will require CEQA and/or Section 106 regulatory compliance. The below outline identifies the necessary steps to complete both CEQA and Section 106 compliance. The methods and results of these steps must be summarized in a cultural resources identification and evaluation report completed in compliance with CEQA and/or USACE *Guidelines for Compliance with Section 106 of the National Historic Preservation Act*. Additional studies may be required as identified by the USACE.

To prepare the technical report described above, the lead agency will need to:

1) Identify, survey, and evaluate cultural resources within the project areas;

2) Assess effects/impacts to the resources; and

3) Mitigate adverse effects/impacts.

The USACE, the federal lead agency, will be required to consult with the California State Historic Preservation Officer (SHPO) regarding the evaluation of resources and the assessment of effects.

The following is an outline of the CEQA/Section 106 process required for cultural resources within the project areas.

Identify. Consultation with local Native American groups as well as local historical societies is recommended in order to identify potential undocumented resources important to the community.

Intensive Survey. An intensive archaeological and built environment survey is necessary for both the Swenson and Van Buskirk project areas to determine the presence of cultural resources within the project areas and the impact/effect of the projects to those resources.

Evaluation. Cultural resources found within the project areas will require evaluation for the National Register of Historic Places and/or California Register of Historical Resources. For archaeological resources, evaluation generally entails limited subsurface excavations, analysis of recovered constituents, and application of the significance criteria. For significance, a site must display the ability to address one or more of the established research domains in the region, or otherwise demonstrate qualities indicative of a unique archaeological resource. As such, the purpose of archaeological site work will not be to fully answer specific research questions, but rather, to characterize the data potential of the site in question. The field and analytical methods used while evaluating are dependent upon the nature of the resource being evaluated.

Evaluation for built environment resources under CEQA and Section 106 must demonstrate a strong connection to a local, state, or nationally important historical event or person, or otherwise represent an important design or engineering innovation, embody the distinctive characteristics of a type, period, or method of construction, represent the work of an important creative individual, or possess high artistic values. Evaluation of cultural resources requires archival research to determine a property's association with an event, person, or architectural significance, and fully documenting the resource's physical characteristics. The lead federal agency is responsible for recommending National Register and/or California Register eligibility to the SHPO. The SHPO makes the final eligibility determination.

Previously identified but unevaluated resources require evaluation for the National Register and California Register.

Assessment of Impacts/Effects. After completing cultural studies and eligibility determinations pursuant to either CEQA and/or Section 106 of the National Historic Preservation Act, the federal lead agency, in cooperation with the local lead agency for CEQA, prepares a Finding of Effect (FOE) report. The FOE assesses effects of the project on National Register and California Register eligible resources and the appropriate means of resolving adverse effects. If the project adversely affects cultural resources eligible for the National Register or California Register, mitigation will be necessary. The SHPO must concur with the FOE and proposed mitigation.

Mitigation. Adverse impacts/effects to archaeological resources may be mitigated by implementing a comprehensive data recovery program that seeks to collect a scientifically consequential sample of the impacted/affected resource, if avoidance is not feasible. Such a program would involve a full suite of analytical techniques, as appropriate given the character of the resource under consideration. As a general rule, it is much more difficult to fully mitigate the impacts of disturbing human burials. Archaeological recovery of the remains and respectful reinterment will likely not fully mitigate the impact. In such cases, a statement of overriding considerations will likely be necessary.

Adverse effects to built environment resources or historic-era archaeological sites may be mitigated in a number of ways, including exhaustive heritage documentation.

Other Constraints

While both sites are surrounded by existing development, this does not necessarily translate into a benefit for the sites, as existing capacity limits (roadway, sewer, water, etc.) could restrict development intensities, thereby impacting the options for development. The Michael Baker team has identified circulation and infrastructure as the two main nonenvironmental constraints impacting both sites. While these impacts would need to be assessed in greater detail as part of the final design process, the potential concerns are summarized below.

Circulation and Access

There is existing access; however, buildout for both sites would be limited as both areas tie into two-lane street systems within existing development.

- **Swenson:** The site is currently surrounded by existing residential uses to the south, west, and north with a middle school and civic parkland to the east. Residential densities surrounding the site are low as the street system includes two-lane arterials and minor residential streets.

- **Van Buskirk:** The narrow site is surrounded by the San Joaquin River and French Camp Slough to the southwest, single-family residential uses to the north, and I-5 to the east.

OPPORTUNITIES

The following section outlines anticipated on-site and regional opportunities for the Swenson and Van Buskirk golf courses. These are based on the Michael Baker team's analysis of existing land use regulations, on-site surveys, constraints mentioned in this report, the surrounding community, current market conditions, and input from City staff.

Swenson Project Site

Based on the constraints analysis and existing market demand, it is anticipated that the Swenson site could be developed for residential and civic uses, with the possibility of minor commercial use of portions of the site. While higher density may be restricted due to capacity constraints of the existing street system, low- and medium-density housing could be developed to provide additional housing while not overloading the street system. Michael Baker staff believes development of the site would be best handled by the review and approval of a single master plan due to the project size and environmental review required for construction. This would allow the greatest flexibility in design and timing as infrastructure could be tiered in an effort to minimize the impacts to the existing community as well as the financial burden on the City and/or future developer.

Van Buskirk Project Site

Due to covenants on the project site requiring the area be designated for recreational uses, the following options will be explored as possible opportunities for the Van Buskirk site:

- **Active Amenities:** This could include softball/baseball diamonds, soccer fields, a set of six to eight basketball courts, a quarter-mile track with field space on the interior, and a core developed area that could be a meeting/event space, private restaurants, or similar sports-related uses. While this may increase activity to the site and result in changes to the natural environment, it could help the City to lease space/fields to help pay for maintenance costs. This could be through the use of the sports fields or flex retail spaces for vendors and events.

- **Passive Amenities:** This would consist primarily of open space and natural uses with a few baseball diamonds and soccer fields. The site could have pedestrian pathways with possible community gardens, arboretums, ponds, picnic and family areas, and amenities such as barbecues and pavilions.

APPENDIX B: Possible Reports and Permits Table

The following table summarizes the reports and permits that the Michael Baker team anticipates will be required during the conceptual design stage and construction permitting process. This is meant to be a general overview as the final design and potential impacts will need to be assessed during the conceptual design review and approval stage prior to construction.

Impact	Item Required	Timing
Possible Research and Reports		
Wetland and Waterways	Formal jurisdictional delineation to identify and map all features within the two golf courses that are subject to regulatory jurisdiction, and preparation of a report documenting the results that require agency concurrence.	Must be included during the conceptual entitlement permit stage for thorough review prior to adoption of new design.
Biological-Special Species	Biological resources survey, including vegetation mapping and habitat suitability assessments, for consistency with the SJMSCP. This includes potential protocol-level surveys for various special-status species.	Must be included during the conceptual entitlement permit stage for thorough review prior to adoption of new design and supportive environmental determination (CEQA-NEPA). Mitigation measure(s) will be implemented during the construction phase.
Regional Conservation	Consistency with San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSHCP): Specific avoidance, minimization, and mitigation measures consistent with the SJMSHCP for special-status species if it is determined that they have the potential to occur on-site. Necessary approval by the Joint Powers Authority throughout multiple elements of the process. For example, if the waterways/riparian areas are found to contain occupied habitat for certain species, additional approval by the Joint Powers Authority will be required. Complete the form for each project and pay the applicable fee.	Must be included during the conceptual entitlement permit stage for thorough review and coordination with agencies prior to adoption of new design and supportive environmental determination (CEQA-NEPA). Mitigation measure(s) will be implemented during the construction phase.
Habitat Mitigation and Monitoring Report	Habitat Mitigation and Monitoring Plan (HMMP) required to offset impacts to regulatory agencies' jurisdictional areas.	Preparation of the HMMP would occur during the permitting process and approved prior to issuance of regulatory agency permits.

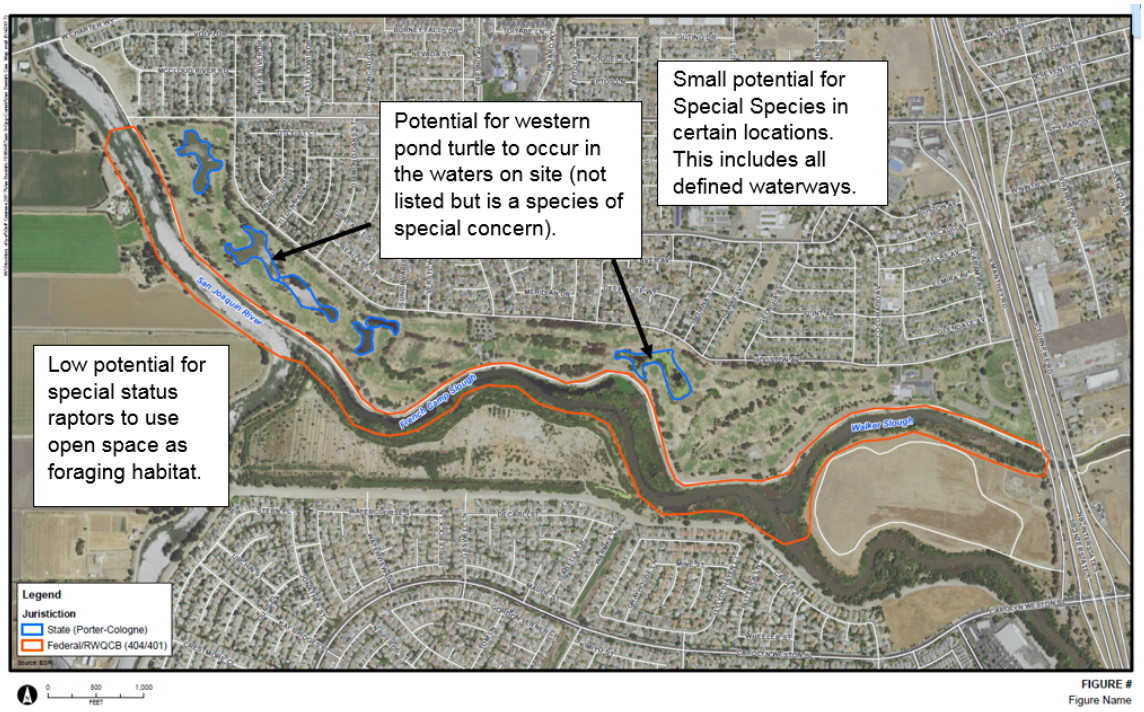
Impact	Item Required	Timing
CEQA/Section 106 for Cultural Resources within the Project Areas	Consultation with local Native American groups as well as local historical societies to identify potential undocumented resources important to the community. An intensive archaeological and built environment survey is necessary for both the Swenson and Van Buskirk project areas to determine the presence of cultural resources in the project areas and the impact/effect of the projects to those resources. Previously identified but unevaluated resources require evaluation for the National Register and California Register.	
Possible Permits Required		
Federally Designated Waterways	USACE CWA Section 404 Nationwide Permit or individual permit (for impacts over 0.5 acre) and Central Valley Regional Board CWA Section 401 Water Quality Certification for any impacts to wetland and nonwetland waters of the US, including the rivers, creeks, sloughs, unmaintained ponds, and any other features identified within the project limits, such as the ephemeral feature on the Swenson property.	The actual impacts from the final design will be assessed during the entitlement and environmental analysis as outside agency coordination and comment will be required. All permits must be obtained prior to construction of improvements.
Impacts to Streams/Banks	FGC Sections 1600 et seq. Lake or Streambed Alteration Agreement for any impacts to streambed/banks and associated riparian vegetation, including the features listed in the 404 Nationwide Permit requirements.	The actual impacts from the final design will be assessed during the entitlement and environmental analysis as outside agency coordination and comment will be required. All permits must be obtained prior to construction of improvements.
State Designated Waterways	Central Valley Regional Board Porter-Cologne Section 13263 Waste Discharge Requirements for any impacts to the isolated, maintained ponds in the golf courses.	The actual impacts from the final design will be assessed during the entitlement and environmental analysis as outside agency coordination and comment will be required. All permits must be obtained prior to construction of improvements.

Impact	Item Required	Timing
Tree Removal	Heritage Oak Tree Removal Permit Application pursuant to the City of Stockton ordinance for the removal of any valley oak, coast live oak, or interior live oak (with trunk diameter > 16 inches at 24 inches above natural grade).	Prior to construction; however, an arborist report for removed trees must occur prior to entitlement and environmental review.
Historic Resources for the National Register and/or California Register	Cultural resources found in the project areas will require evaluation for the National Register and/or California Register. For archaeological resources, evaluation generally entails limited subsurface excavations, analysis of recovered constituents, and application of the significance criteria. The lead federal agency is responsible for recommending National Register and/or California Register eligibility to the SHPO. The SHPO makes the final eligibility determination. The federal lead agency, in cooperation with the local lead agency for CEQA, prepares a Finding of Effect (FOE) report to assess effects of the project on National Register and California Register eligible resources and the appropriate means of resolving adverse effects. If the project adversely affects cultural resources eligible for either register, mitigation will be necessary. The SHPO must concur with the FOE and proposed mitigation.	Evaluation for built environment resources under CEQA and Section 106. It is anticipated the project will contain specific conditions or approval and/or mitigation measures to ensure cultural protections prior to and during the construction phase.
Entitlement Review	This could include a Master Plan that would require a General Plan and Zoning Amendment.	Entitlements with environmental documentation will be required prior to construction of any new design.

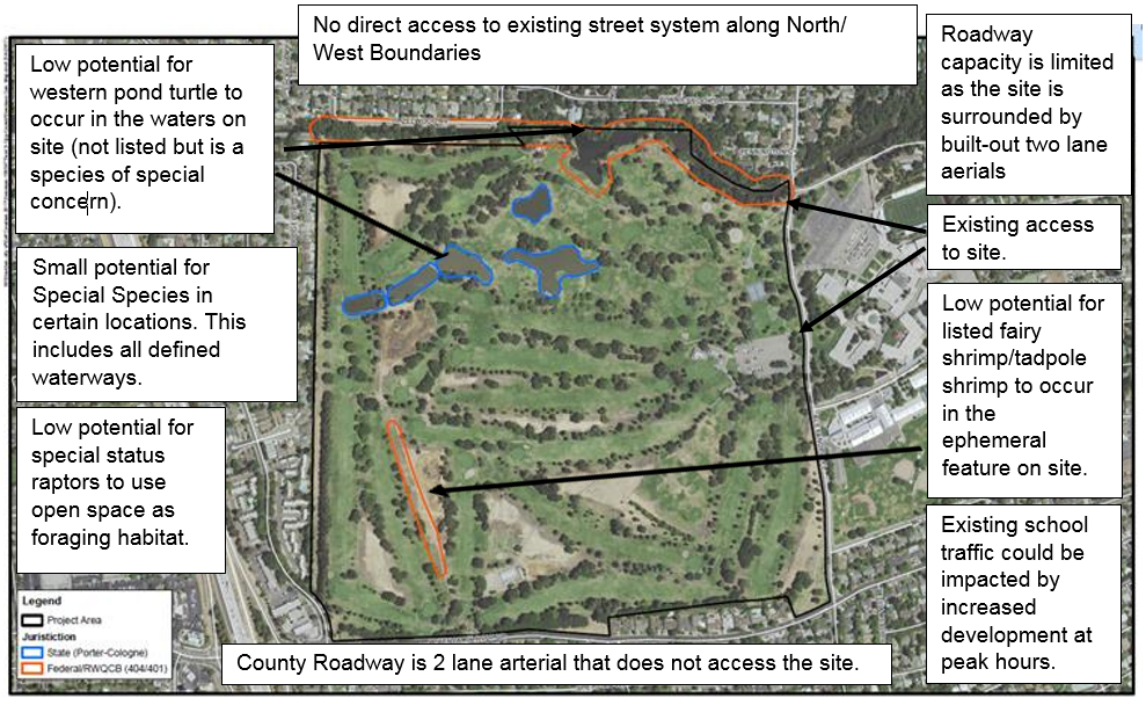
APPENDIX C: Constraints Maps

The constraints maps below identify features that may require additional reports and federal/state permitting.

Swenson Golf Course

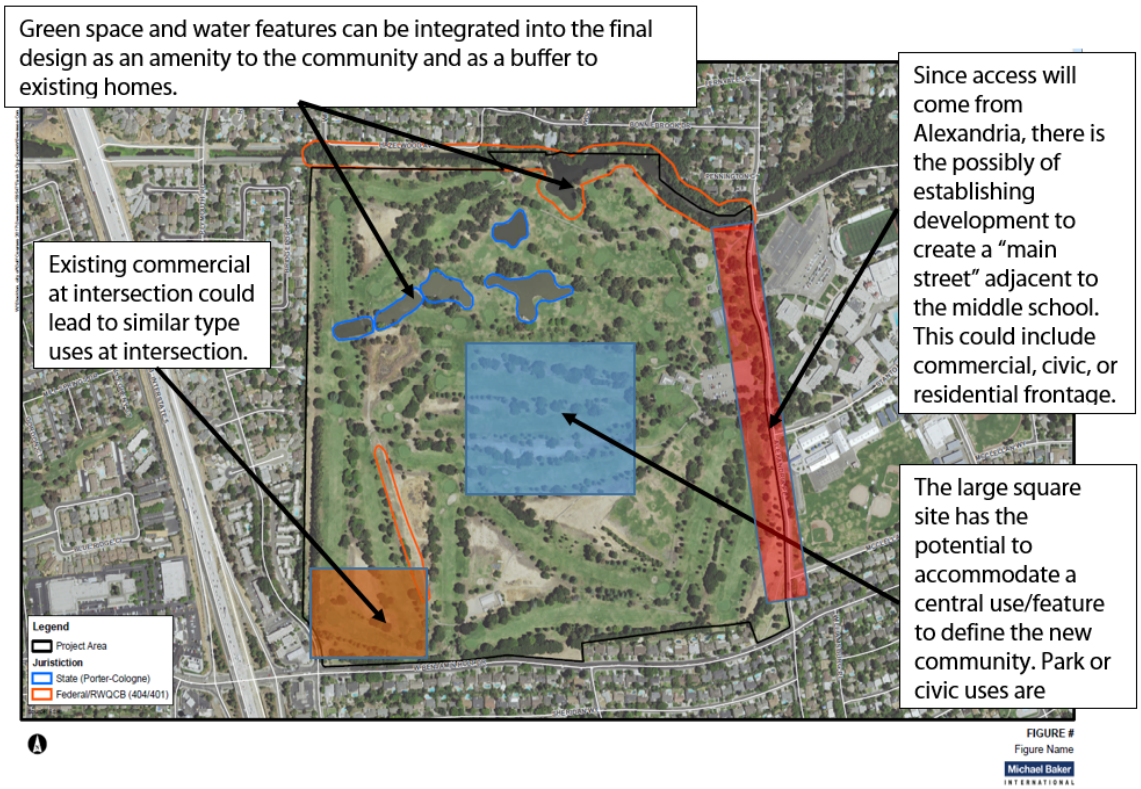


Van Buskirk Golf Course

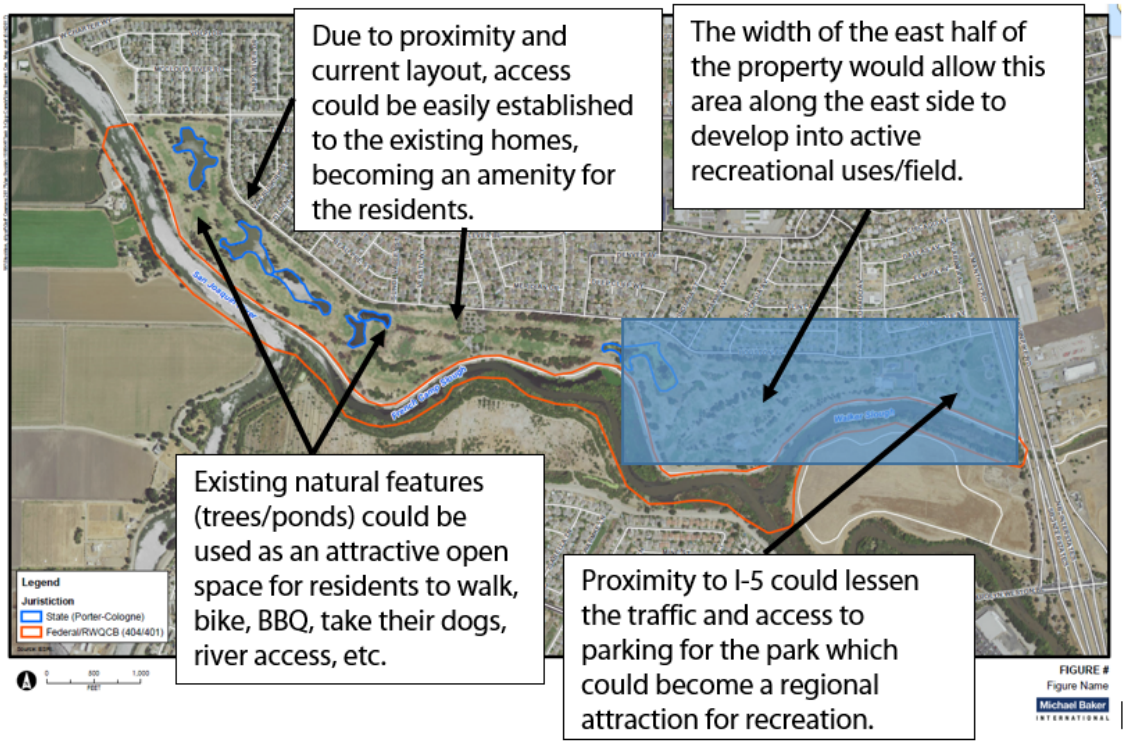


APPENDIX D: Opportunities Map

Swenson Golf Course



Van Buskirk Golf Course



APPENDIX E: Cultural, Tribal-Cultural, Paleontological and Historical Resource Definitions and Regulatory Setting

Concepts and Terminology

The below definitions are used for the identification of cultural resources, tribal cultural resources, and paleontological resources.

Cultural resources include archaeological and built environment resources. Definitions provided in the National Register of Historic Places (National Register) and adopted by the California Office of Historic Preservation (OHP) are below.

- **Archaeological resources** are defined as sites in the National Register and by OHP. These resources are subsurface human cultural remains that are over 50 years old. Archaeological resources in the region are generally divided into two temporal categories: prehistoric (12,000 years ago–1541) and historic-period (1542–50 years ago).
  - **Site**: A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing structure.
- **Built environment** resources are defined as buildings, structures, objects, and districts in the National Register and by OHP.
  - **Building**: A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.
  - **Structure**: The term "structure" is used to distinguish from buildings those functional constructions made usually for purposes other than creating human shelter.
  - **Object**: The term "object" is used to distinguish from buildings and structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.
  - **District**: A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.
  - **Designed historic landscape**: A designed historic landscape is a designed landscape such as a park, battlefield, or golf course.

Tribal cultural resources are defined in CEQA as a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, which may include nonunique archaeological resources previously subject to limited review under CEQA.

- **Historic properties**: is a term defined by the National Historic Preservation Act as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion on, the National Register, including artifacts, records, and material remains related to such a property.

- **Historical resource:** As described in CEQA, includes buildings, sites, structures, objects, districts, or designed historic landscapes, each of which may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance and is eligible for listing or is listed in the California Register of Historical Resources (California Register) or a local register of historical resources. The California Register includes resources listed in, or formally determined eligible for listing in, the National Register, as well as some California State Landmarks and Points of Historical Interest.

Paleontological resources are defined as a locality containing vertebrate, invertebrate, or plant fossils (i.e., fossil location, fossil bearing formation, or a formation with the potential to bear fossils).

Federal Regulatory Framework

Section 106 of the National Historic Preservation Act

Federal regulations for cultural resources are primarily governed by Section 106 of the National Historic Preservation Act of 1966, which applies to actions taken by federal agencies. The goal of the Section 106 review process is to offer a measure of protection to historic properties determined eligible for listing on the National Register. The criteria for determining National Register eligibility are found in Title 36 Code of Federal Regulations (CFR) Part 60. Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties and affords the federal Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. The council's implementing regulations, "Protection of Historic Properties," are found in Title 36 CFR Part 800. All projects using federal funds must follow regulations outlined in Section 106.

Section 4(f) of the Department of Transportation Act

Furthermore, if an undertaking is funded by the Federal Highway Administration (FHWA), a Section 4(f) evaluation may be necessary. The Department of Transportation Act (DOT Act) of 1966 includes a special provision—Section 4(f)—which stipulates that FHWA and other DOT agencies cannot approve the use of land from publicly owned parks, recreational areas, wildlife and waterfowl refuges, or public and private historical sites unless the following conditions apply:

1) There is no feasible and prudent avoidance alternative to the use of land; and the action includes all possible planning to minimize harm to the property resulting from such use; or

2) The FHWA determines that the use of the property will have a *de minimis* impact.

American Indian Religious Freedom Act

The American Indian Religious Freedom Act, Title 42 United States Code Section 1996, protects Native American religious practices, ethnic heritage sites, and land uses.

State Regulatory Framework

California Environmental Quality Act

Under CEQA, public agencies must consider the impacts of their actions on both historical resources and unique archaeological resources. Pursuant to Public Resources Code Section 21084.1, a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant impact on the environment. Section 21083.2 requires agencies to determine whether proposed projects would have impacts on unique archaeological resources.

Historical resource is a term with a defined statutory meaning (Public Resources Code Section 21084.1; determining significant impacts to historical and archaeological resources is described in CEQA Guidelines Section 15064.5[a], [b]). Under Section 15064.5(a), historical resources include the following:

1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Public Resources Code Section 5024.1).

2) A resource included in a local register of historical resources, as defined in Public Resources Code Section 5020.1(k) or identified as significant in a historical resource survey meeting the requirements of Section 5024.1(g), will be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource will be considered by the lead agency to be historically significant if the resource meets the criteria for listing in the California Register (Public Resources Code Section 5024.1), including the following:

    a. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

    b. Is associated with the lives of persons important in our past;

c. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

d. Has yielded, or may be likely to yield, information important in prehistory or history.

4) The fact that a resource is not listed in, or determined to be eligible for listing in the California Register, not included in a local register of historical resources (pursuant to Public Resources Code Section 5020.1(k)), or identified in a historical resources survey (meeting the criteria in Section 5024.1(g)) does not preclude a lead agency from determining that the resource may be a historical resource as defined in Section 5020.1(j) or 5024.1.

Historic resources are usually 50 years old or older and must meet at least one of the criteria for listing in the California Register, described above (such as association with historical events, important people, or architectural significance), in addition to maintaining a sufficient level of physical integrity.

Properties of local significance that have been designated under a local preservation ordinance (local landmarks or landmark districts) or that have been identified in a local historical resources inventory may be eligible for listing in the California Register and are presumed to be historical resources for purposes of CEQA unless a preponderance of evidence indicates otherwise (Public Resources Code Section 5024.1 and Title 14 California Code of Regulations Section 4850). Unless a resource listed in a survey has been demolished, lost substantial integrity, or there is a preponderance of evidence indicating that it is otherwise not eligible for listing, a lead agency should consider the resource to be potentially eligible for the California Register.

For historical resources, CEQA Guidelines Section 15064.5(b)(3) indicates that a project following the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, is considered to be mitigating impacts to a less than significant level.

As noted above, the act also requires lead agencies to consider whether projects will impact unique archaeological resources. Public Resources Code Section 21083.2(g) states,

> *"Unique archaeological resource" means an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria*:
>
> - *Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.*
> - *Has a special and particular quality such as being the oldest of its type or the best available example of its type.*
> - *Is directly associated with a scientifically recognized important prehistoric or historic event or person.*

Treatment options under Section 21083.2 include activities that preserve such resources in place in an undisturbed state. Other acceptable methods of mitigation under Section 21083.2 include excavation and curation or study in place without excavation and curation (if the study finds that the artifacts would not meet one or more of the criteria for defining a unique archaeological resource).

CEQA Guidelines Section 15064.5(e) requires that excavation activities stop whenever human remains are uncovered and that the county coroner be called in to assess the remains. If the county coroner determines that the remains are those of Native Americans, the Native American Heritage Commission must be contacted within 24 hours. At that time, the lead agency must consult with the appropriate Native Americans, if any, as timely identified by the commission. Section 15064.5 directs the lead agency (or applicant), under certain circumstances, to develop an agreement with the Native Americans for the treatment and disposition of the remains.

In addition to the mitigation provisions pertaining to accidental discovery of human remains, the guidelines also require that a lead agency make provisions for the accidental discovery of historical or archaeological resources, generally. Pursuant to Section 15064.5(f), these provisions should include "an immediate evaluation of the find by a qualified archaeologist. If the find is determined to be an historical or unique archaeological resource, contingency funding and a time allotment sufficient to allow for implementation of avoidance measures or appropriate mitigation should be available. Work could continue on other parts of the building site while historical or unique archaeological resource mitigation takes place."

Impacts to Historical Resources

Following Public Resources Code Sections 21083.2 and 21084.1, CEQA Section 15064.5, and CEQA Guidelines Appendix G, cultural resource impacts are considered to be significant if project implementation results in any of the following:

1) Causes a substantial adverse change in the significance of a historical resource as defined in Public Resources Code Section 21084.1 and CEQA Guidelines Section 15064.5, respectively.

2) Causes a substantial adverse change in the significance of an archaeological resource as defined in CEQA Guidelines Section 15064.5.

3) Directly or indirectly destroys a unique paleontological resource or site or unique geological feature.

4) Disturbs any human remains, including those interred outside of formal cemeteries.

5) Causes a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074.

CEQA Guidelines Section 15064.5 defines "substantial adverse change" as physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource is materially impaired.

CEQA Guidelines, Section 15064.5(b)(2) defines "materially impaired" for purposes of the definition of substantial adverse change as follows:

> *The significance of an historical resource is materially impaired when a project:*
>
> *(A) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources; or*
>
> *(B) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to section 5020.1(k) of the Public Resources Code or its identification in an historical resources survey meeting the requirements of section 5024.1(g) of the Public Resources Code, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or*
>
> *(C) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA.*

CEQA requires that if a project would result in an impact that may cause a substantial adverse change in the significance of a historical resource or would cause significant effects on a unique archaeological resource, then alternative plans or mitigation measures must be considered. Therefore, prior to assessing impacts or developing mitigation measures, the significance of cultural resources must first be determined. The steps that are normally taken in a cultural resources investigation for CEQA compliance are as follows:

- Identify potential historical resources and unique archaeological resources.
- Evaluate the eligibility of cultural resources.
- Evaluate the impacts of the project on eligible historical resources.

California Health and Safety Code

California Health and Safety Code Section 7050.5 regulates the procedure in the event of human remains discovery. Pursuant to Public Resources Code Section 5097.98, in the event of human remains discovery, no further disturbance is allowed until the county coroner has made the necessary findings regarding the origin and disposition of the remains. If the remains are determined to be Native American, the coroner is required to contact the Native American

Heritage Commission. The commission is responsible for contacting the most likely Native American descendent, who will consult with the local agency regarding how to proceed with the remains. According to CEQA Guidelines Section 15064.5, all human remains are a significant resource.

Senate Bill (SB) 18

California Government Code Section 65352.3 incorporates the protection of California's traditional tribal cultural places into land use planning for cities, counties, and agencies by establishing responsibilities for local governments to contact, refer plans to, and consult with California Native American tribes as part of the adoption or amendment of any general plan or specific plan. SB 18 requires public notice to be sent to tribes listed on the Native American Heritage Commission's SB 18 Tribal Consultation list within the geographical areas affected by the proposed changes. Tribes must respond to a local government notice within 90 days (unless a shorter time frame has been agreed upon by the tribe), indicating whether or not they want to consult with the local government. Consultations are for the purpose of preserving or mitigating impacts to places, features, and objects described in Public Resources Code Sections 5097.9 and 5097.993 that may be affected by the proposed adoption or amendment to a general plan or specific plan.

Assembly Bill (AB) 52

On September 25, 2014, California's governor, Jerry Brown, signed AB 52, which created a new category of environmental resources that must be considered under CEQA: "Tribal Cultural Resources." The legislation imposes new requirements for consultation regarding projects that may impact a tribal cultural resource, includes a broad definition of what may be considered to be a tribal cultural resource, and includes a list of recommended mitigation measures.

> *In recognition of California Native American tribal sovereignty and the unique relationship of California local governments and public agencies with California Native American tribal governments, and respecting the interests and roles of project proponents, it is the intent of the Legislature, in enacting this act, to accomplish all of the following: (1) Recognize that California Native American prehistoric, historic, archaeological, cultural, and sacred places are essential elements in tribal cultural traditions, heritages, and identities. (2) Establish a new category of resources in the California Environmental Quality Act called "tribal cultural resources" that considers the tribal cultural values in addition to the scientific and archaeological values when determining impacts and mitigation. (3) Establish examples of mitigation measures for tribal cultural resources that uphold the existing mitigation preference for historical and archaeological resources of preservation in place, if feasible. (4) Recognize that California Native American tribes may have expertise with regard to their tribal history and practices, which concern the tribal cultural resources with which they are traditionally and culturally affiliated. Because the California Environmental Quality Act calls for a sufficient degree of analysis, tribal knowledge about the land and tribal cultural resources at issue should be included in environmental assessments for projects that may have a significant impact on those resources. (5) In recognition of their governmental status,*

establish a meaningful consultation process between California Native American tribal governments and lead agencies, respecting the interests and roles of all California Native American tribes and project proponents, and the level of required confidentiality concerning tribal cultural resources, at the earliest possible point in the California Environmental Quality Act environmental review process, so that tribal cultural resources can be identified, and culturally appropriate mitigation and mitigation monitoring programs can be considered by the decision making body of the lead agency. (6) Recognize the unique history of California Native American tribes and uphold existing rights of all California Native American tribes to participate in, and contribute their knowledge to, the environmental review process pursuant to the California Environmental Quality Act (Division 13 (commencing with § 21000) of the Public Resources Code). (7) Ensure that local and tribal governments, public agencies, and project proponents have information available, early in the California Environmental Quality Act environmental review process, for purposes of identifying and addressing potential adverse impacts to tribal cultural resources and to reduce the potential for delay and conflicts in the environmental review process. (8) Enable California Native American tribes to manage and accept conveyances of, and act as caretakers of, tribal cultural resources. (9) Establish that a substantial adverse change to a tribal cultural resource has a significant effect on the environment.

This page is intentionally blank.

MEMORANDUM

November 1, 2017

TO: Laurie Montes, Deputy City Manager

FROM: John Alita, Community Services Director

SUBJECT: GOLF PROGRAM WHITE PAPER

This white paper provides background and information on the City of Stockton Golf Program to aid in decision-making about the prospects of municipal golf. Market conditions and City financial considerations provide significant evidence for the City to consider an exit of its involvement in the golf industry and investigate alternative uses of the properties.

Municipal Golf Course History

The City of Stockton owns two municipal golf courses: Swenson Park and Van Buskirk. Swenson opened in 1952 and is situated in the center of Stockton on 214 acres of City property north of Ben Holt Drive and west of Alexandria Place. Two separate courses have been built at Swenson, offering both an 18-hole and a 9-hole option for different levels of play.

Van Buskirk Golf Course, constructed in two phases in 1961 and 1969, is an 18-hole course that constitutes a significant portion of a 192-acre parcel in south Stockton deeded to the City in 1957 by Charles and Bertha Van Buskirk. The course lies between Houston Avenue and the San Joaquin River levee, bordered on the southern end by the Van Buskirk Community Center, park, and ball field. There are deed restrictions on the property that limit its use to “public recreation or public park purposes”. Property would revert to the donors’ heirs if the City was non-compliant with respect to the intended use. Charles and Bertha passed away in 1979 and 1983, respectively, with no children listed in the public records of the time. A search for heirs would include several generations of subsequent relations.

Both golf course properties are within the City of Stockton city limits and are zoned Public Facilities, similar to parklands. Both properties were included with others as security for the 2009 Public Facility Fee Lease Revenue Bonds held by Franklin Fund Investments. The City defaulted on the bonds, which were then included in the bankruptcy proceedings filed in 2012. With the conclusion of bankruptcy proceedings in 2015, the courses ceased serving as debt collateral. In 2011, the City released an RFP to find a buyer or lessor for the properties. There were no respondents. In 2012, the City released an RFP for a golf operator. Kemper Sports was the successful applicant and the City entered into an operations agreement with them that is still in place.

Golf Market History

The local golf market closely mirrors national trends. From 1986 to 2005 a national

boom in golf course construction occurred, growing the U.S. market by 44%, the most dramatic growth in the industry's history. The slow and steady reduction in courses since that time is an expected economic response to a period of such historic growth. Likewise, the number of golfers nationally has declined over the past 20 years. From 2011 to 2016 for example, the total number of golfers in the United States declined 6.3%, from 25.3 million to 23.8 million.

Locally, no public golf courses were in existence until 1952 when Swenson was constructed. Both Swenson and Van Buskirk were built in an era when few public golf options existed. Since the 1960s, thirteen additional courses were constructed within 20 miles of Stockton (with one closing in 2012). Virtually no public courses were opened in the Stockton area in the 1970s and 1980s, the exception being Forest Lake Golf Course in Acampo, opening in 1979. As the 1980s ended, interest in golf, favorable land cost, water availability, and more palatable financing options, allowed public golf courses and associated facilities to become attractive business opportunities.

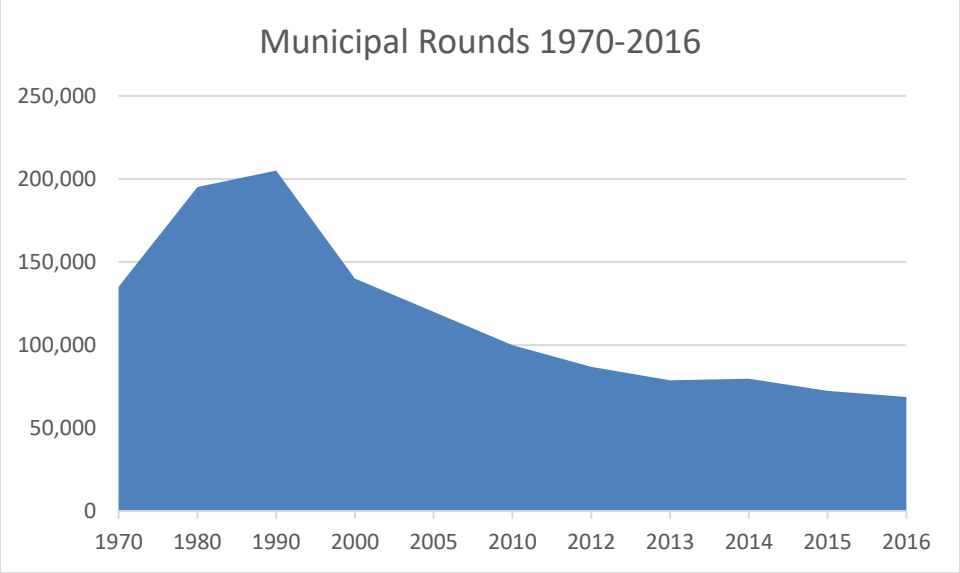
In the 1990's, five courses (four public and one private) were constructed locally, increasing the number of courses available in the Stockton area by 45%, correlating with the national trend. Today there are ten public golf courses within a 20-mile radius of Stockton.

Exhibit 1 - Golf Courses within 20 miles of Stockton Golf Courses

Course	Year Built	Public/Private
Stockton Golf & Country Club	1914	Private
Woodbridge Golf & Country Club	1924	Private
Swenson	1952	Public
Oakmore	1958	Private
Van Buskirk	1961	Public
Dry Creek	1963	Public
Elkhorn	1963	Public in 2011
Manteca Park	1966	Public
Lyons	1968	Public
Venetian Gardens	1977	Private
Forest Lake (closed 2012)	1979	Public
Micke Grove	1990	Public
Brookside	1991	Private
French Camp	1995	Public
Lockeford Springs	1995	Public
The Reserve	1999	Public

The effect of market saturation can be seen in the changes in the annual volume of play

at Stockton and other local public courses. The exhibit below reflects the total number of golf rounds played at the City's courses over the last 47 years. Total municipal rounds played have dropped 66% from the all-time high volume of the 1990s. Economic downturn aside, rounds at City courses dropped 48% between 1990 and 2005 due to the increase in number of courses built and opened to the public.



Between 1998 and 2016 golf rounds at all neighboring public courses also declined by 25% or more.

As total rounds declined, the City took several actions to shore up operations. In December 2000, two annual passes were created to attract non-peak hour players. Later, an additional incentive for Senior players over 80 was added, and a fee for non-residents was removed.

Kemper has also marketed to youth age groups, notably by offering a Foot Golf Course at Swenson Park at no charge in an effort to woo soccer organizations and develop their interest in golf. In addition, there is a partnership with First Tee of San Joaquin which offers a youth development program through the introduction to golf.

Current Market Environment

Public courses built in the last 20 years have amenities that were unconventional at the time the City courses were installed. During that time course design included more sumptuous banquet facilities, on-course beverage stations, bars, catering, and restaurants, which are attractive not only to golfers but guests and tournament organizers.

These amenities and design features have become significant in overall revenue

generation of these contemporary facilities, resulting in longer hours of operation and facility rentals, which are independent of weather conditions. These contemporary courses are used for tournaments, corporate retreats, weddings, and other special events. The Stockton municipal courses, therefore are at a significant disadvantage in comparison to newer courses because they lack these amenities, which result in additional, and significant revenue streams.

As a recommended solution to lagging sales, suggestions for both courses, made by an independent golf industry consultant in 2010 included: building mid-course restrooms, renovating club house restrooms, renovating pro shop, expanding and renovating the club house eateries, synthetic turf on driving ranges, constructing cart paths, fence and parking lot renovation and improvements. Additional monies have been spent throughout the past five years on maintaining the safety and general integrity of the facilities, but the limited features and design will continue to restrain the market for new forms of revenues at the Stockton municipal courses.

In 2001, with proceeds from the sale of a landfill property, the City of Stockton, funded a $1.2 million irrigation system capital improvement project for Swenson Park Golf Course. Being the older of the two courses, its repair preceded Van Buskirk, but no similar windfall funding source has since occurred and course conditions at Van Buskirk are a product of an irrigation system and turf bed that is well past its prime and requires significant capital improvement.

$5.6 million in capital projects for golf were defined and presented in the 2017-22 City of Stockton Capital Improvement Program Budget, all of which are unfunded. These include $5.4 million for irrigation system replacement at Van Buskirk and $242,000 for Swenson. The potential unfunded capital need could be as high as $11 million dollars. Additional capital needs identified by the operator include cart paths (which have become customary in the industry) to decrease ruts and damage to the fairways and allow cart use in wet weather ($4.79 million), and perimeter fencing replacement at both courses to discourage vandalism ($700,000). None of the most significant projects has begun, although $374,000 of safety related pro-shop and club house repair projects, listed in the 2010-15 CIP Budget, were funded and have been completed to mitigate roof leaks, torn carpets, and septic backups. Additional repairs were done to replace a pump at Van Buskirk, remove debris from Swenson, and repair damage from multiple break-ins at facilities.

By 2005, it was clear the local market had become saturated with golf options. Long-time Stockton courses experienced decreases in total round counts, but few developed a contingency business plan for worst case strategic forecasts. Adverse pricing trends followed. Most public courses remained profitable or drew from reserves for a few years. The unrelenting nature of the recession, however, brought significant limitations to disposable income and golf round pricing has continued to drop due to the long-term effects of increased competition. Because of these pressures, one local golf course, Forest Lake, was forced to close in 2012.

Marketing theory suggests that low cost pricing strategy must be balanced by an increase in market share, and an environment in which all entrants struggle to become low-price-leaders is unsustainable. While Stockton municipal course fees are slightly lower than the surrounding competition, many courses are vying to become the low-price leader. Kemper Sports has employed several promotions in the past few years to attract more rounds of play. While promotions proved successful in and of themselves, they have not increased loyalty from the customer base, which is evidence that local commitment is price focused, not course loyal. Golfers have a tremendous menu of options to choose from, and the number of competitors in the market is likely, not sustainable.

As an example, in a comparison between February 2012 and 2013, which were subject to similar weather conditions, weekday rates at Van Buskirk were reduced 41% from $34 to $20 yet resulted in only a 2% increase in paid rounds.

Golf pricing strategies continue to favor deep discounts. Stockton municipal base rates were historically lower than the surrounding market competitors. However other public courses, in the struggle to acquire a greater market share, implemented their own deep discount options. The City's golf management company, Kemper Sports, has continued to employ promotions to keep up with the discount competition as well as reductions in all but the most essential operating expenses. This has enabled City courses to resume their position as the low-cost leader temporarily, but at the cost of lowering quality standards and increased General Fund subsidy. The chart below illustrates the aggressive pricing strategy the management company has employed to remain competitive. Despite these lengths, players continue to choose other courses that have contemporary amenities and superior turf maintenance.

Per Round Pricing Comparison

	Micke Grove	The Reserve	Elkhorn	Manteca	Swenson	Van Buskirk
Weekday Riding AM	$39	$49	$47	$37	$40	$35
Weekday Walking AM	$29	$42	$31	$22	$25	$20
Weekend Riding AM	$49	$59	$54	$44	$45	$40
Weekend Walking AM	$39	$54	$38	$29	$30	$25
Weekday Twilight Riding	$25	$27	$27	$28	$20	$20
Weekday Twilight Walking	$15	$22	$15	$16	$10	$10
Weekend Twilight Riding	$30	$27	$34	$29	$20	$20
Weekday Senior	$30	$40	$36	$27	$32	$30

Riding						
Weekday Senior Walking	$20	$34	$21	$12	$18	$18

CONTRACT RELATIONSHIP

The golf program was self-sustaining through 2006 based on reading the City Annual Financial Reports. It is likely the completion of new courses during the boom years and the effects of a economic downturn resulted in the program losing the ability to break even. Operating losses since 2006 have grown from a low of $40,000 in 2008 to a required General Fund contribution of $450,000, $550,000, and $850,000 each of the last three years. The Community Services Department has tried several remedies to improve the golf program; an industry professional was hired in 2006 to manage the program; course grounds maintenance was put under contract with a private landscape maintenance corporation in conjunction with City park and streetscape maintenance outsourcing in 2006; a Golf Course Analysis was prepared by an independent consultant in 2010; a Request for Proposals was advertised in 2010 for interest in a sale/lease/operating arrangement for the golf program (for which no lease or purchase offer was received); and in 2011, Kemper Sports Inc., was selected for their industry experience and expertise to manage and operate the program and facilities. Kemper's RFP response forecasted incrementally reduced funding needs and for the operation to break even by 2013-14, which has not occurred.

The Kemper contract relates to course operations and management only, is not a lease arrangement, and does not put Kemper at risk for results of operations. The City remains ultimately responsible for the financial performance of the golf courses under the current management contract. In the first 18 months of the contract, Kemper made several operational improvements, including:

1. Creating logos and branding,
2. Preparing a marketing study comparing Stockton with nearby courses for price and quality,
3. Developing and launching a functional, professional website which not only has a list of features and pricing but offers on-line reservation, gift card purchase and lesson sign up capabilities,
4. Making significant improvements to the turf and grounds, increasing the play aesthetic
5. Developing promotions improved customer service, and increased gross revenue by 7% between 2010-11 and 2011-12
6. Overseeing repairs to well pumps.
7. Receiving an award for *Best Golf Course in 2012* by The Record newspaper.
8. Increasing number of tournament bookings
9. Developing a social media presence and E-notification system of promotions and specials

Kemper provides a monthly financial and operating report that summarizes 2-year comparative month-to-date and year-to-date information on the: aggregate program, each individual golf course, major cost centers, round counts, and per-round revenue averages. The contract allows for a management fee that increases based on annual gross revenue, which is $100,300 for the 2015-16 fiscal year, plus a $36,000 per year accounting fee, for an annual total of $136,300.

In its first year, Kemper focused on generating revenues and made considerable headway in enhancing the image and presence of the municipal golf courses. In the current year, Kemper has been charged with cost reduction to remain within target subsidy levels and meet their original projections. Given the current environment and year to date performance, Kemper is pessimistic about a favorable outcome for 2017-18 and out years.

Financial Forecast

As part of its original 2011 proposal, Kemper projected the golf program would break even by 2013-14, with revenues sufficient to cover all operating expenses. Not only were Kemper's revenue forecasts likely too aggressive, but it has not met its cost estimates for the budgeted or actual volume levels. These overly aggressive budgeting strategies coupled with the delay in an economic rebound, adversely affect the forecasted break-even timeline, to the extent that under status quo conditions, a subsidy should now be expected on an annual basis

Forecasts beyond five years are heavily contingent upon not only competitor pricing but survivability, as more courses may not be able to withstand the current conditions. Elimination of a competitor could have a significant impact on the profitability of any remaining courses in the vicinity.

Staff has made an initial review of the advantages and disadvantages of maintaining a commitment to the golf program given the availability and value of options in the local area. A long term financial commitment between $550,000 and $750,000 each year for the next three to five years is the expected outcome of a status quo position from information at hand with future subsidy at the same or higher level.

Strategic Direction

Significant facts and circumstances lend support to the argument that the City of Stockton should incrementally wind down its involvement with a commercial golf enterprise and develop an exit strategy for both Van Buskirk and Swenson golf courses. Demand is more than adequately served by many nearby public courses with newer amenities and very low pricing. With significant repairs and capital improvements imminent at City courses, it is highly unlikely they will return to a no subsidy state. As part of the considerations in making the decision, a thoughtful deliberation on the long-term implementation process, alternatives for land use, and the impact on the community (both golfers and non-golfers) are items to be examined carefully.

Considerations in exiting the golf business include understanding the requirements if each of the golf course sites is designated for alternative commercial or residential development, proper adherence to existing deed restrictions on Van Buskirk, and the multi-stage process that would likely entail zoning modifications, public hearings, environmental studies, and other required work. This would be a multi-year process but would likely yield a dramatic increase in the value of the property.

In keeping with the evidence pointing to an exit of the golf enterprise, staff identified alternatives to examine varying levels of short-term costs on the path to exiting the golf business. Alternatives are offered below that can be considered individually or in some combination. Each will require further analysis and planning to reliably estimate any actual savings, implementation strategies, community preference, and notification requirements.

Three options are offered below as a starting point for feedback and direction from City Management and City Council and are based on the following conditions. This information is meant to illuminate the financial commitment involved in operating and changing a sizeable municipal golf program. The City is subject to several long-term agreements in conjunction with the golf program. Decisions to change or alter the current status quo have multi-year implications with some decisions having additional cost. Staff is available for further discussion or research as may be requested.

Community Services Department
Golf Courses - 481
FY 2017-18 Estimated Budget

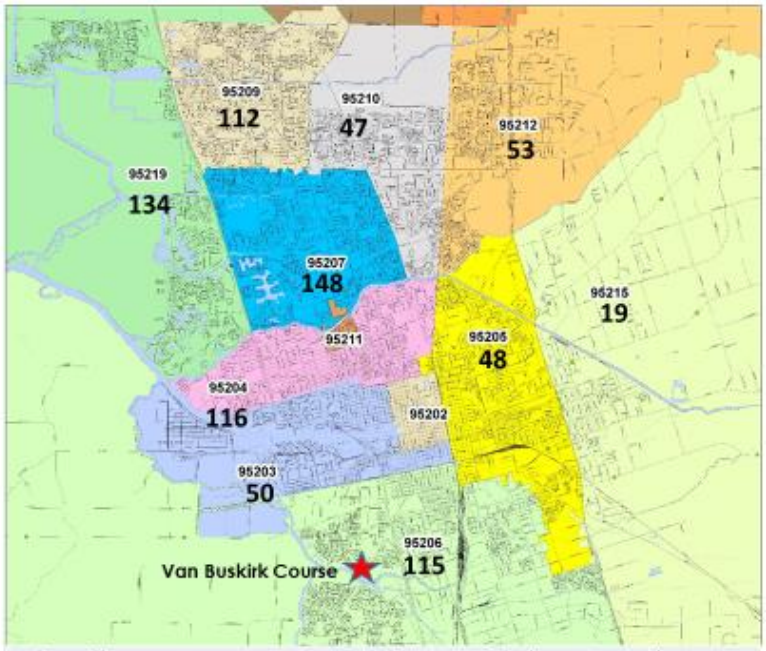
Scenario 1: *Current Proposed budget (Swenson & VB continue to operate as golf courses)
Scenario 2: *Swenson remains golf course & VB converted to park only maintenance
*Swenson increase in revenue projections by 25%
Scenario 3: *Swenson & VB converted to park only maintenance
*Increase expense by 50k for vandalism

				Scenario 1	Scenario 2	Scenario 3	CIP
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2017-18		
	Actual	Actual	Year End Projection	Est. Budget	Swenson Golf & VB Park	Swenson & VB Park	VB Irrigation
Beginning Balance	$ 216,729	$ 143,203	$ 18,822	$ 12,856	$ 12,856	$ 12,856	
Revenue							
Swenson	1,042,133	1,069,628	815,986	1,070,693	1,240,927		
Van Buskirk	466,897	423,746	346,000	434,692	-		
Other Revenues	12,447	16,035	22,618	22,700	16,035		
Total Revenue	1,521,477	1,509,409	1,184,604	1,528,085	1,256,962	-	
Expenditures							
Swenson	1,298,490	1,355,341	1,237,278	1,340,384	1,340,384	348,000	
Van Buskirk	703,909	744,295	725,572	776,794	144,000	72,800	
City costs	42,603	38,030	77,720	110,907	110,907	160,907	
Maintenance & Repair		46,124	-	-		193,500	5,430,800
Total Expenditures	2,045,002	2,183,790	2,040,570	2,228,085	1,595,291	775,207	
Transfers							
Transfer In - General Fund	450,000	550,000	850,000	**700,000**	**325,474**	**762,351**	
Total Transfers	450,000	550,000	850,000	700,000	325,474	762,351	
Net Annual Activity	(73,525)	(124,382)	(5,966)	46,242	(12,856)	(12,856)	0
Ending Balance	$ 143,203	$ 18,822	$ 12,856	$ 59,098	$ 0	$ -	$ 5,430,800

Assumptions:
* Kemper Management fees are not included in Scenario 3
* VB CIP is inescapable long-term cost
* One time expense of $113,500 in landscape maintenance equipment not factored in any scenario
* Park only maintenance consists of July 1st to Dec 1st every other week, rest of the year every 3 weeks
* Park only maintenance is based on Level 4 & Level 5 NRPA park standards

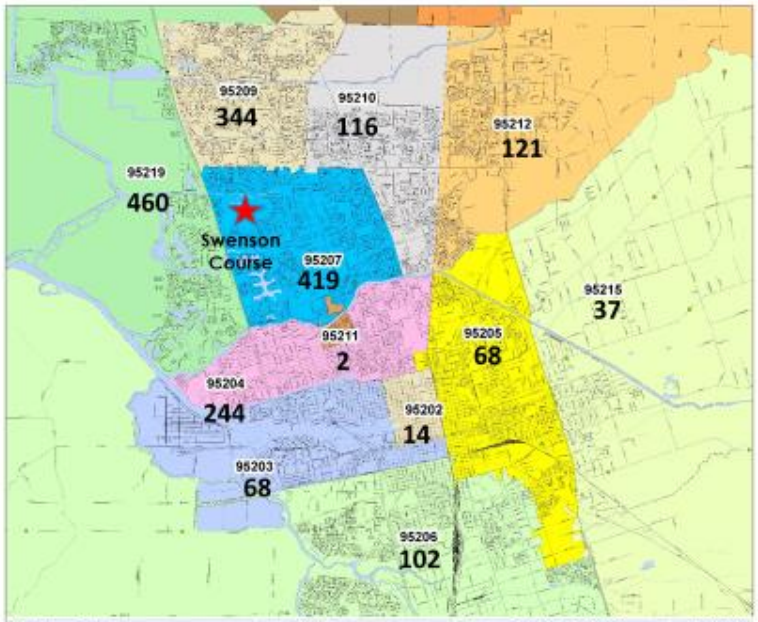
Estimated Per Player Data 2016-17

Van Buskirk Golf Course



Stockton Golfers	849	**Course Subsidy 2016-17**	$ 510,000
Total Golfers	1,457	**Subsidy per Stockton Golfer**	$ 601
Total Visits, Stockton Golfers	6,122	**Subsidy, All Golfers**	$ 350
Total Visits, All Golfers	7,856		

Swenson Golf Course



Stockton Golfers	2005	**Course Subsidy 2016-17**	$340,000
Total Golfers	3272	**Subsidy per Stockton Golfer**	$170
Total Visits, Stockton Golfers	16,215	**Subsidy, All Golfers**	$104
Total Visits, All Golfers	19,777		

Document created March 26, 2013 by Susan Wren, Program Manager III.
Updated in June 2017 by David Tolliver, Program Manager III.
Updated November 2017 by John Alita, Community Services Director.

File #: 17-4195, Version: 1

APPROVE RESOLUTION TO AWARD A SERVICE CONTRACT TO MARINA LANDSCAPE MAINTENANCE FOR PARKS MAINTENANCE AND JANITORIAL

RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Award a three-year Service Contract not to exceed the amount of $2,212,042.08 annually, for a total of $6,636,126.24, to Marina Landscape Maintenance of Stockton, CA, for the Parks Maintenance and Janitorial, Project No. OM-18-062.
2. Authorize the City Manager to execute up to four one-year extensions to this contract, at an annual cost of $2,267,343.13, $2,324,026.71, $2,382,127.38, and $2,441,680.56, respectively, for a cumulative seven-year contract total not to exceed the amount of $16,051,304.02.
3. Amend the Fiscal Year 2017-18 budget to increase expenditure appropriations as follows:
    A. Increase the Community Services Department's Strong Communities fund by $500,000.
    B. Increase the Landscape Maintenance District budgets by $91,703.
    C. Increase the Economic Development's Boat Launch operating budget by $1,529 for maintenance of Buckley, Morelli, and Louis Park boat launch facilities.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The City contracts for maintenance services at all City parks. The existing contract with Odyssey Environmental Services, Inc. (Odyssey) for landscape and janitorial maintenance services at 66 City of Stockton park sites expires on December 31, 2017. The proposed resolution would authorize a contract for Park Maintenance and Janitorial service, and make the necessary budget appropriations to fund the contract.

The current contract has an annual cost of approximately $1,325,000, including repair contingencies. This price is relatively unchanged from the initial contract, awarded in 2009. Increases in operating costs due to the improving economy and inflation make it difficult for Odyssey to provide adequate service at current compensation rates. Odyssey informed the City that extension of the current contract is not an option. Staff reviewed the baseline services with the goal of improving the overall appearance and functionality of the City's parks, and prepared an updated bid package.

On August 24, 2017, the City received three bids for maintenance and janitorial services for Project No. OM-18-010. Two of the bids significantly exceeded the engineer's estimate and available

budget, and one bid was non-responsive. On October 17, 2017, Council approved a motion to reject all bids. The project was rebid as Project No. OM-18-062 with a restructured bid schedule that included a base bid and eleven deductive bid alternatives. The deductive bid alternatives are optional reductions in service that can be implemented if baseline costs are not within the available budget. The deductive bid alternatives are not specific to fund source, and service reductions apply to all parks in the contract.

After the rebid, the City received two bids for this project on October 26, 2017. Marina Landscape Maintenance submitted the apparent low base bid of $2,443,796.08. This bid yielded an approximate 9% reduction from the previous lowest responsive bid ($2,692,825.00). However, there are still insufficient funds to award the base contract.

Three of the deductive bid alternatives are recommended to lower the cost of the contract. These services reductions are not projected to have a significant negative effect on City park facilities. It is recommended deductive bid alternates G, H, and K be included with the base bid as follows:

BASE BID	$2,443,796.08	
Bid Alternate G	- $25,750.00	Deduct park turf aeration *(excludes sports fields)*
Bid Alternate H	- $137,712.00	Deduct park turf edging *(excludes sports fields)*
Bid Alternate K	- $68,292.00	Reduce weekly Nov. & Mar. mowing to bi-weekly
TOTAL AWARD	$2,212,042.08	

The recommended total award amount, including deductive bid alternates, to Marina Landscape Maintenance is $2,212,042.08 annually, for a total of $6,636,126.24 over the three-year contract.

Staff completed a thorough review of City expenditure data, current available annual funding for the services provided by this contract is approximately $1.6 million. Anticipated salary savings and other efficiencies increase this amount to approximately $1.7 million. Additional funding is required to award the contract, even if all deductions are utilized.

Award of the recommended contract requires an additional $500,000. Staff recommends that this amount be allocated from the Strong Communities fund to ensure parks are adequately maintained to support recreational activities. Staff recommends Council award a Service Contract to Marina Landscape Maintenance in the amount of $6,636,126.24.

There are four one-year extensions available in this contract with an annual increase of 2.5%. The available extensions are at an annual cost of $2,267,343.13, $2,324,026.71, $2,382,127.38, and $2,441,680.56, respectively, for a cumulative seven-year contract total not to exceed the amount of $16,051,304.02.

After contract award, the 12 parks funded from Landscape Maintenance Assessment Districts will be restored to full service through a contract change order as the Districts have sufficient funds for the baseline bid services.

DISCUSSION

Background

Up until the mid-1990's, all City parks were maintained by City staff and maintenance was funded

from the General Fund. In 1995, to reduce reliance on the General Fund, the City formed assessment districts to provide funding for maintenance of new parks.

The first new parks to be maintained with funding from assessment districts were completed in 1997. Maintenance of the new assessment district parks was primarily undertaken by contractors. City staff provided inspection of the contractor's work to ensure conformance with the maintenance specifications.

On May 19, 2009, Council approved an expansion of contracted services to all City parks using the same maintenance model implemented for the assessment district parks. A service contract was awarded to Odyssey for routine landscape maintenance, site cleaning, janitorial, inspection of playgrounds and equipment, replanting, and irrigation system repairs. Contracting all park maintenance services reduced City costs by $1.2 million per year at the time, and savings would be more today if adjusted for inflation.

Various other sites beyond traditional parks were added to the contract including boat launches, Pixie Woods, North Stockton Soccer Complex, and Victory Park Rose Garden. Maintenance services include: regular mowing and edging of the turf, irrigation system adjustments, shrub trimming, emptying trash cans, trash collection from the park grounds and adjoining sidewalk and gutter areas, and cleaning the park bathrooms. Additionally, the contractor performs weed abatement at several undeveloped future park sites. These maintenance services are funded by the General Fund except for 12 parks located within various zones of the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 where funding comes from the respective annual park maintenance assessment.

The existing contract with Odyssey for maintenance and janitorial services expires December 31, 2017. In mid-2017, Odyssey advised that the existing contract reimbursement rates were inadequate, and they were not prepared to extend the contract beyond 2017.

The current contract with Odyssey has an annual cost of approximately $1,325,000, including repair contingencies funded from the Public Works General Fund budget, Community Services Recreation Fund budget, Landscape Maintenance District Funds and the Economic Development Boat Launch Fund budget. This price is relatively unchanged from the initial 2009 contract. Increases in overall operating costs due to the improving economy and inflation make it difficult for Odyssey to provide adequate service at current compensation rates. As extension of the contract was not an option, staff reviewed baseline services with the goal of improving overall appearance and functionality of the City's parks, and prepared an updated bid package.

On August 24, 2017, the City received three bids for maintenance and janitorial services for Project No. OM-18-010. Two of the bids significantly exceeded the engineer's estimate and available budget, and one bid was non-responsive. The two responsive bids received from Al Fresco Landscaping, Inc., and Marina Landscape Maintenance, were for $2,692,825.00, and $2,928,043.69, respectively.

On October 17, 2017, Council approved a motion to reject all bids for Project No. OM-18-010.

Present Situation

On October 5, 2017, the project was re-advertised as Project No. OM-18-062 with a restructured bid schedule that included a base bid and eleven deductive bid alternatives. The deductive bid alternatives are optional reductions in service that can be included with the base bid if there are

insufficient funds for baseline costs. The deductive bid alternatives are not specific to fund sources; they are service reductions that apply to parks maintained by General Funds and Landscape Maintenance Districts.

On October 26, 2017, two bids were received with the following results:

BID SUMMARY	MARINA LANDSCAPE MAINTENANCE *(Stockton, CA)*	AL FRESCO LANDSCAPING, INC. *(Hollister, CA)*
BASE BID AMOUNT	$2,443,796.08	$2,457,997.00
ADJUSTED BID AMOUNT *(2% COUNTY LOCAL PREFERENCE)*	$2,394,920.16	$2,457,997.00
ENGINEER'S ESTIMATE	$2,500,000.00	$2,500,000.00

OPTIONAL DEDUCTIVE BID ALTERNATES FROM MARINA LANDSCAPE MAINTENANCE BID	
A. Deduct all daily restroom services *(Close Restrooms).*	-$117,900.00
B. Deduct daily restroom services between Oct 1st through March 31st.	-$58,956.00
C. Deduct daily restroom services between Oct 1st through March 31st; Reduce daily restroom services to 4x's per week between Apr 1st through Sept 30th.	-$75,432.00
D. Reduce daily restroom services to 4x's per week.	-$35,424.00
E. Reduce daily restroom services to 4x's per week between Oct 1st through March 31st.	-$34,056.00
F. Deduct park turf fertilization.	-$5,100.00
G. Deduct park turf aeration.	-$25,750.00
H. Deduct park turf edging.	-$137,712.00
I. Reduce daily trash pickup to 4x's per week.	-$35,424.00
J. Reduce daily trash pickup to 4'x per week between Oct 1st through Mar 31st.	-$26,568.00
K. Reduce weekly mowing to bi-weekly mowing in Nov and March.	-$68,292.00

The basis of award for the project is the lowest bid received for the base bid. The project is locally funded and therefore, requires the use of the Local Employment Ordinance (Stockton Municipal Code (SMC) section 3.68.095), and the Local Business Preference (SMC section 3.68.090). SMC section 3.68.090 gives a five percent bid preference to businesses located with the City of Stockton, and a two percent bid preference to businesses located within San Joaquin County. Marina Landscape Maintenance operates a business just outside Stockton city limits, and therefore is entitled to a two percent San Joaquin County bid preference. Application of the Local Business Preference has no effect on the bid order. Marina Landscape Maintenance is the apparent low and responsive bidder with a base bid of $2,443,796.08.

There are insufficient funds to award the base bid due to significant increase over the previous contract for services. The FY 2017-18 Adopted Budget included $1.3 million based on the previous contract. The Landscape Maintenance Districts and Boat Launch Fund has sufficient revenues to absorb the increase in the cost of contracted services. Current available annual funding for the services provided by this contract is approximately $1.6 million. Anticipated salary savings and other efficiencies increase this figure to approximately $1.7 million. This funding is inadequate even if all possible service deductions are applied. Increasing the General Fund allocation is not possible as it would reduce the General Fund balance below minimum levels when incorporated into the City's Long-Range Financial Plan. Use of Strong Communities funds is recommended to ensure that parks are adequately maintained to support recreational activities.

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works construction projects over $1 million that are bid after the effective date noted above. As this project is for maintenance services, CWTA does not apply.

Staff recommends awarding a Service Contract to Marina Landscape Maintenance with deductive bid alternates G, H, and K, for $2,212,042.08 annually, for a total of $6,636,126.24 over the three-year contract. Application of the recommended deductive alternatives is not ideal; but provides a mechanism for minimal baseline services, including keeping restrooms open. The recommended deductive bid alternates are as follows:

BASE BID	$2,443,796.08	
Bid Alternate G	- $25,750.00	Deduct park turf aeration *(excludes sports fields)*
Bid Alternate H	- $137,712.00	Deduct park turf edging *(excludes sports fields)*
Bid Alternate K	- $68,292.00	Reduce weekly Nov. & Mar. mowing to bi-weekly
TOTAL AWARD	$2,212,042.08	

Annual funding for parks maintenance and janitorial services is proposed from the following:

Public Works	
General Fund (010)	$1,166,765
Landscape Maintenance District	$298,853
Economic Development	
Boat Launch Fund (045)	$10,349
Community Services	
Recreation Fund (044)	$206,075
Strong Communities Fund (083)	$530,000
Total	$2,212,042

The Strong Communities allocation could be reduced to approximately $375,000 by closing restrooms and reducing trash collection. Staff does not recommend this alternative due to the significant public impact of these service reductions.

There are four one-year extensions available in this contract with an annual increase of 2.5%. The available extensions are at an annual cost of $2,267,343.13, $2,324,026.71, $2,382,127.38, and $2,441,680.56, respectively, for a cumulative seven-year contract total not to exceed the amount of $16,051,304.02.

After contract award, parks funded from Landscape Maintenance Assessment Districts will be restored to full service through a contract change order as Districts have sufficient funds for the baseline bid services.

FINANCIAL SUMMARY

Existing appropriations are not sufficient to fund the $2,212,042.08 cost of the Service Contract with the deductive bid alternates. The table below provides a breakdown of how the contract can be afforded in FY 2017-18 using existing budget appropriation, increased budget appropriations, and department budget savings:

Fund/Department	Budgeted Appropriation	Recommended Additional Appropriation	Department Budget Savings	Total
Public Works				
General Fund (010)	$1,106,765	$0	$60,000	$1,166,765
Landscape Maintenance Districts (072)	$298,853	$0	$0	$298,853
Economic Development				
Boat Launch (045)	$8,820	$1,529	$0	$10,349
Community Services				
Recreation (044)	$146,075	$0	$60,000	$206,075
Strong Communities (083)	$0	$500,000	$30,000	$530,000
Totals	$1,560,513	$501,529	$150,000	$2,212,042

Staff recommends increasing the expenditure appropriations in the Boat Launch Fund and the Strong Communities Fund as shown in the “Recommended Additional Appropriations” column of the funding table. There are sufficient revenues to fund the cost of the contract. With these appropriations, there is sufficient funding to award the project services with the recommended deductive bid alternates.

There is an impact to the City’s General Fund and Strong Communities fund as a result of taking the recommended actions. Approximately $90,000 of the funding identified for the first year of the contract is of a one-time nature. An ongoing solution for this portion of the contract and future year contract inflation rates will have to be identified during the FY 2018-19 budget development process. The general fund balance can absorb an increase of $90,000 and remain above the 5% minimum fund balance level in the long term.

Strong Communities Funding forecasted a 16-year expenditure plan emphasizing funding operations, adding additional Recreation and Library full time employees, completing existing Capital Improvement Program (CIP) projects, and developing new CIP projects that most closely align with the established fund guiding principles. Strong Communities revenues over the life of the measure are insufficient to fund every need. Considering this, allocating $500,000 annually from Strong Communities towards park maintenance further constrains long-range Recreation specific project priorities and precludes the development of the proposed multi-use Sports Complex.

Resolution No.

STOCKTON CITY COUNCIL

==========

RESOLUTION AWARDING A SERVICE CONTRACT, AUTHORIZING EXTENSIONS TO THE SERVICE CONTRACT, AND APPROPRIATING FUNDING FOR PARKS MAINTENANCE AND JANITORIAL, PROJECT NO. OM-18-062

On October 26, 2017, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed proposals or bids offered for the Parks Maintenance and Janitorial, Project No. OM-18-062; and

The parks maintenance work comprises general horticultural maintenance including, but not limited to: mowing, trimming, fertilizing, weeding and irrigating, and janitorial/site cleaning/play equipment inspection; including, but not limited to trash collection, cleaning restrooms, washing site furnishings and structures, and inspection of play equipment and fall surfacing. Various common repairs will include irrigation repairs, emergency call outs, and the replanting of shrubs and trees; and

Marina Landscape Maintenance is the apparent low bidder with a base bid of $2,443,796.08, and its bid is regular and responsive in all respects; and

Additional funding is required in the amount of $776,424.00 annually, plus 2.5% annual increases for contract extensions, in combined General Funds, Strong Communities, and Economic Development funding to award the Service Contract; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. A three-year Service Contract between the City of Stockton and Marina Landscape Maintenance, in the amount not to exceed $2,212,042.08 annually, for a total of $6,636,126.24, is hereby awarded, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council hereby authorizes the City Manager to execute up to four one-year extensions to this contract, at an annual cost of $2,267,343.13, $2,324,026.71, $2,382,127.38, and $2,441,680.56, respectively, for a cumulative seven-year contract total not to exceed the amount of $16,051,304.02 for Parks Maintenance and Janitorial, Project OM-18-062.

3. The City Council hereby authorizes the City Manager to amend the Fiscal Year 2017-18 Annual Budget increasing expenditure appropriations as follows:

a. Increase the Community Services Department's Strong Communities fund by $500,000.00.

b. Increase the Economic Development's Boat Launch operating budget by $1,529.00.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED December 5, 2017.

MICHAEL D. TUBBS, Mayor
of the City of Stockton

ATTEST:

BRET HUNTER, CMC
Interim City Clerk of the City of Stockton

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this __ day of _____ 2017, between the CITY OF STOCKTON, a municipal corporation ("CITY), and **BRIGHTVIEW LANDSCAPE SERVICES, INC. DBA MARINA LANDSCAPE MAINTENANCE,** a **STATE OF CALIFORNIA CORPORATION**, with a business address at **4932 EAST WATERLOO ROAD, STOCKTON, CA 95215**, hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **PARK MAINTENANCE (PROJECT NO. OM-18-062)**, hereinafter referred to as "SERVICE".

RECITALS

A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.

C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.

D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.

COMPENSATION. CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B** which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for three (3) year services and reimbursement for costs shall not exceed

$2,212,042.08 annually, for a total of **$6,636,126.24**, or as otherwise mutually agreed to in a Contract Change Order.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

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

2. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **December 31, 2020**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides four (4), one (1) year extensions.

3. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

4. RIGHTS AND DUTIES OF CITY. CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to

complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

5. OBLIGATIONS OF CONTRACTOR. Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

6. TERMINATION. This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

7. CONTRACTOR STATUS. In performing the obligations set forth in this Contract, 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 of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract 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.

i. 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.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

8. ASSIGNMENT. CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract 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.

9. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITYS liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment

an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

10. INSURANCE. During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of

insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the

CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

11. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

12. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR: Brightview Landscape Services, Inc. dba Marina Landscape Maintenance
4932 E. Waterloo Road
Stockton, CA 95215

To City: Public Works Director
City of Stockton
22 E. Weber Ave., Rm. 301
City of Stockton, CA 95202

13. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095, attached to this Contract as **Exhibit D** and incorporated here to, the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

b. TITLE VI

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 of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

c. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy **(Exhibit E).** The

respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

d. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. http:///www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784.

e. PREVAILING WAGE RATES

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at *http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf*. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker,

or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. PAYROLL RECORDS - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. APPRENTICESHIP STANDARDS - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

14. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

15. RECORDS AND AUDITS. CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

16. CONFIDENTIALITY. CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

17. CONFLICTS OF INTEREST. CONTRACTOR covenants that other than this Contract, 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 or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

18. WAIVER. In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

19. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract 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.

20. DISPUTE RESOLUTION. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue. Any controversy or claim between the Parties shall be determined 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, Northern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

21. NO PERSONAL LIABILITY. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

22. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY,

supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

23. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

24. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

25. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

By:_____
KURT O. WILSON
CITY MANAGER

ATTEST:

By:_____
BRET HUNTER
INTERIM CITY CLERK

APPROVED AS TO FORM:

By:_____
DEPUTY CITY ATTORNEY

BRIGHTVIEW LANDSCAPE SERVICES, INC.
DBA MARINA LANDSCAPE MAINTENANCE

By: _____
Signature

_____
Print Name

Title:_____

CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

SCOPE OF SERVICES/ SPECIAL PROVISIONS

FOR

PARKS MAINTENANCE

PROJECT NO. 18-062

Pre-Bid Meeting: Thursday, October 12, 2017 at 8 a.m.,
Municipal Service Center, 1465 S. Lincoln St., Stockton, CA

BID OPENS: Thursday, October 19, 2017 at 2 p.m.
City Hall, City Council Chambers

EXHIBIT A

SCOPE OF SERVICES/SPECIAL PROVISIONS
PARKS MAINTENANCE
PROJECT NO. PW OM-18-062

TABLE OF CONTENTS

SECTION 1 - SPECIFICATIONS AND PLANS 5
1-1.01 Specifications 5
1-1.02 Terms and Definitions 5
SECTION 2 - BLANK 7
SECTION 3 - BLANK 7
SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 7
4-1.01 Beginning of Work 7
4-1.02 Award of Contract 7
4-1.03 Time of Completion 8
4-1.04 Contract Extension 8
4-1.05 Liquidated Damages 8
4-1.06 Re-inspection Penalty 9
4-1.07 Termination Clause 9
SECTION 5 - GENERAL 10
5-1.01 Contract Bonds – DOES NOT APPLY TO THIS PROJECT 10
5-1.02 Project Appearance 10
5-1.03 Indemnification and Insurance 10
5-1.04 Increased or Decreased Quantities 10
5-1.05 Start of Work Meeting 11
5-1.06 Inspections 11
5-1.07 Contractor Qualifications 11
5-1.08 Contractor Responsibilities 12
5-1.08.1 Staffing Levels 13
5-1.08.2 Damage to Improvements 14
5-1.08.3 Safety 14
5-1.08.4 Traffic Control Plan 14
5-1.08.5 Traffic Lane and Sidewalk Closures 14
5-1.08.6 Protection of Property 16
5-1.08.7 Illness and Injury Prevention Program 16
5-1.08.8 Quality Assurance/Quality Control Program (QAP) 16
5-1.08.9 Inventory of Materials 16
5-1.08.10 Found Items 16
5-1.08.11 Key Control 16
5-1.09 Standards of Performance 17
5-1.09.1 Uniforms 17
5-1.09.2 Vehicles 17
5-1.10 Workmanship 18
5-1.11 Quality Control 18
SECTION 6 - BLANK 18
SECTION 7 - MEASUREMENT AND PAYMENT 18
7-1.01 General 18
7-1.02 Payments 18

SCOPE OF SERVICES/SPECIAL PROVISIONS
PARKS MAINTENANCE
PROJECT NO. PW OM-18-062

SECTION 8 – BLANK 20
SECTION 9 - DESCRIPTION OF WORK 20
9-1.01 HOURS AND DAYS OF WORK 20
9-1.01.1 Holidays 21
9-1.02 SERVICE/TASK FREQUENCY 22
9-1.03 QUALITY CONTROL 22
9-1.04 TURF MAINTENANCE 23
9-1.04.1 Ball Fields 25
9-1.04.2 Aeration 25
9-1.04.3 Trimming 25
9-1.04.4 Turf Edging 25
9-1.04.5 Turf Fertilization 26
9-1.04.6 Turf Weed Control 26
9-1.05 SHRUBS, VINES, GROUNDCOVER, AND PLANTER BEDS 26
9-1.05.1 Trimming and Pruning 28
9-1.05.2 Vine and Groundcover Edging 29
9-1.05.3 Volunteer Plant Material in Landscaping 29
9-1.05.4 Irrigation for Shrubs, Groundcover and Planter Beds 29
9-1.05.5 Fertilization for Shrubs, Groundcover and Planter Beds 29
9-1.05.6 Dead Plant Material 29
9-1.05.7 Annuals and Perennials 30
9-1.06 TREE SERVICES 30
9-1.06.1 Post-Storm Inspection 30
9-1.06.2 Tree Trimming 31
9-1.06.3 Endangered Species 32
9-1.06.3 Tree Wells 32
9-1.07 WEED CONTROL 33
9-1.07.1 Bare Soil Areas 34
9-1.07.2 Specialty Soil / Undeveloped Areas 34
9-1.07.3 Vegetation Control – Undeveloped Parks 34
9-1.07.4 Erosion Control – Future Parks (Cannery and Peri) 34
9-1.08 INTEGRATED PEST MANAGEMENT 34
9-1.09 .1 IRRIGATION SYSTEM OPERATION AND MAINTENANCE 35
9-1.09 .1 Maintenance and Repairs 36
9-1.09 .2 Adjustment, damage and repairs 36
9-1.09.3 Winter System Check 37
9-1.09.4 Watering Times 37
9-1.09.5 Seasonal Water Adjustments 38
9-1.09.6 Pump Maintenance 38
9-1.10 PARK CLEANLINESS AND MAINTENANCE ACTIVITIES 39
9-1.10.1 Trash Collection (Litter/Debris Removal, Empty Trash Receptacles) 39
9-1.10.2 Clean and Disinfect Drinking Fountains 40
9-1.10.3 Cleaning Supplies/Caution Signs 40
9-1.10.4 RESTROOMS - Clean and Disinfect by 9 a.m. daily 41
9-1.10.5 Site Furnishings 42

9-1.10.7 Site Structures 42
9-1.10.8 Paved Areas/Hard Surface Areas 42
9-1.10.9 Maintenance Around Community Centers Within Parks 43
9-1.10.10 Maintenance for Baseball Fields 43
9-1.10.11 Maintenance for Soccer Fields 43
9-1.10.12 Masonry Fences/Back-up Walls 44
9-1.10.13 Rodent Control 44
9-1.10.14 Graffiti Abatement – Paint Out and/or Removal and Reporting 44
9-1.10.15 Play Equipment/Fall Surfacing Inspection 44
9-1.10.16 Hard Surface Game Court Areas 45
9-1.10.17 Basketball Net/Tennis Net Replacement 45
9-1.10.18 Restock Dog Waste Bag Dispensers 45
9-1.10.19 Lighting 45
9-1.10.20 Horseshoe Pits 45
9-1.10.21 Barbeques 45
9-1.10.22 Ponds (Victory & Panella Parks, Decarli Waterfront Square) 46
9-2 DEFICIENCIES 46
9-3 DISPOSAL OF MATERIALS 47
9-4 EMERGENCY RESPONSE 47
9-5 Incidental Maintenance Services 47
9-5.1 Various Common Repairs 48
BID ALTERNATES 49
SECTION 10 - SUBMITTALS 48
10-1 BID SUBMITTALS 48
10-2 CONTRACT AWARD SUBMISSIONS 48
10-4 OTHER REQUIRED SUBMITTALS 51
SECTION 11 - AREAS TO BE MAINTAINED 52
11-1 Parks 52
11-4 Non-Park and Specialty Sites 55
11-5 Undeveloped Park Sites 55
11-6 Parks With Playgrounds/Engineered Wood Fiber Fall Surfacing 57
11-7 Parks With Picnic Rental Sites 59
SCHEDULE OF COMPENSATION 60

SCOPE OF SERVICES/SPECIAL PROVISIONS **EXHIBIT A**
PARKS MAINTENANCE
PROJECT NO. PW OM-18-062

GENERAL

The City of Stockton's Parks section oversees professional landscape maintenance contractors charged with maintaining safe, sustainable, and aesthetically pleasing parks that enhance and improve the quality of life in the City of Stockton.

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

The Instructions to Bidders (not included here) provides contract requirements such as licensing and insurance.

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

Various common repairs will include irrigation repairs, emergency call outs and the possible replanting of shrubs and trees.

Some areas and parks may not be fully in conformance with the specifications. Except for tree service, Contractor shall bring all areas in conformance with these Special Provisions by February 15, 2018. No additional compensation will be allowed for bringing the areas in conformance with these Special Provisions. Tree Service shall be completed in accordance with Section 9-1.06.

SECTION 1 - SPECIFICATIONS AND PLANS

1-1.01 Specifications

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

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

1-1.02 Terms and Definitions

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

SCOPE OF SERVICES/SPECIAL PROVISIONS
PARKS MAINTENANCE
PROJECT NO. PW OM-18-062

EXHIBIT A

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

SECTION 2 - BLANK

SECTION 3 - BLANK

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

4-1.01 Beginning of Work

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

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

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

Understanding of Conditions

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

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

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

4-1.02 Award of Contract

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

Pursuant to Public Contract Code Section 1103, “Responsive Responsible Bidder” means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

4-1.03 Time of Completion

Upon approval of the contract by the City Council for said work and the furnishing of said materials, the performance of said work and the furnishing of said materials shall commence January 1, 2018 and run through December 31, 2020 with a three-year initial term.

4-1.04 Contract Extension

Upon request from the Contractor, the City may approve extending this contract for up to four one-year extensions, but in no case shall the contract be extended for more than seven years from the original contract date. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by March 31 of the year in which contract or any extension expires. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications. If maintenance areas are not in conformance by the end of the contract term, the City may deduct the cost to bring the areas into conformance from the contractor's final billing invoice.

4-1.05 Liquidated Damages

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

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

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

The Contractor shall pay the following sums for the associated liquidated damages and

penalties (deducted from monthly billing invoice):

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

4-1.06 Re-inspection Penalty

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

4-1.07 Termination Clause

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

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

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

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than six Deficiency Work Orders in any six-month period. In the event six such Deficiency Work Orders are generated within any given six-month period, this will constitute a lack of diligence in prosecuting the contract and City may thereupon terminate this contract immediately.

SECTION 5 - GENERAL

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

5-1.02 Project Appearance

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

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

5-1.03 Indemnification and Insurance

See “Instructions to Bidders.”

5-1.04 Increased or Decreased Quantities

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

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

5-1.05 Start of Work Meeting

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

5-1.06 Inspections

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

5-1.07 Contractor Qualifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.08 Contractor Responsibilities

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

The City shall, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee is incompetent, disorderly, refuses to perform in accordance with the contract

specifications, threatens or uses abusive language while on City property (or while in any way representing the City on or off City property), or is otherwise unsatisfactory, said employee shall be removed immediately from work under this contract upon request of the City.

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

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

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

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

5-1.08.1 Staffing Levels

Contractor shall employ enough staff to ensure performance of the work described. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work. Contractor must anticipate and plan for extra work, any project deficiencies, or seasonal changes and have adequate staffing to switch from winter to spring/summer maintenance.

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

5-1.08.2 Damage to Improvements

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

5-1.08.3 Safety

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

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

TRAFFIC CONTROL AND LANE CLOSURES

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

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

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

5-1.08.4 Traffic Control Plan

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

5-1.08.5 Traffic Lane and Sidewalk Closures

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

closures shall conform to the following requirements:

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

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

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

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

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

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

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

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

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

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

5-1.08.6 Protection of Property

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

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

5-1.08.7 Illness and Injury Prevention Program

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

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

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

5-1.08.9 Inventory of Materials

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

5-1.08.10 Found Items

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

5-1.08.11 Key Control

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

emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

5-1.09 Standards of Performance

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

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

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

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

5-1.09.1 Uniforms

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

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

5-1.09.2 Vehicles

All Contractor's maintenance vehicles, or vehicles of those persons representing the Contractor, shall be in good condition with the company name and phone number clearly visible at all times. Contractor vehicles shall be equipped with warning lights, signage, and other equipment necessary to safely work in the City right-of-way. The Contract Administrator or representative may periodically inspect the Contractor’s equipment to ensure its serviceability, safety and performance. Equipment determined not to be in

compliance shall be removed and replaced with suitable equipment.

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

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

5-1.10 Workmanship

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

5-1.11 Quality Control

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

SECTION 6 - BLANK

SECTION 7 - MEASUREMENT AND PAYMENT

7-1.01 General

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

7-1.02 Payments

Payment requests shall be submitted after the end of each service month. Payment requests received earlier than that will not be processed until the month’s certified payroll is

submitted. Contract work done for the month will be paid for approximately 30 days after all required reports are found to be complete and billing invoice is approved for payment. Contractor shall provide monthly reports as detailed in SUBMITTALS (Section 10) with the monthly billing invoice.

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

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

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

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

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

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

term or any extension. Should any areas requiring deficiency corrections remain after the end of the contract term or any extension, City will make arrangements to have the deficiencies corrected. The cost to complete such corrections will be deducted from the retention.

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

SECTION 8 – BLANK

SECTION 9 - DESCRIPTION OF WORK

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

9-1.01 HOURS AND DAYS OF WORK

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

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

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

Contractor must be able to respond to an emergency callout within 45 minutes, seven days a week, 24 hours a day. The 45-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor’s staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem and provide and install any

devices necessary for public safety. Repairs and any associated cleanup can be completed during normal working hours.

9-1.01.1 Holidays

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

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

Contractor shall perform regular **bathroom** and **trash collection service** on the following holidays.

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

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

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

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

9-1.02 SERVICE/TASK FREQUENCY

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

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

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

Task/Service	**Frequency**	
	November 1 to February 28	**March 1 to October 31**
Aeration	N/A	October 15-November 15
B-B-Q Ash Removal	Weekly	Mondays
Drinking Fountains, clean and disinfect	Monday, Wednesday, Friday	Daily
Clean Site Furnishings	**Every other week**	**Weekly**
Clean Site Structures	Monthly: 4th week of each month	Monthly: 4th week of each month
Edging	1st and 3rd week of each month	1st and 3rd week of each month
Fall Surfacing Leveling	Weekly	Weekly
Fertilization	N/A	March and October
Game Courts, sweep/blow	Weekly	Weekly
Game Courts, wash	Monthly: 4th week of each month	Monthly: 4th week of each month
Horseshoe Pits, level	Weekly	Weekly
Mowing/Trimming	**Once every two weeks**	**Weekly**
Paved/Hard Surface Areas	Bi-weekly when cleaning site furnishings	Weekly when cleaning site furnishings
Play Equipment/Fall Surfacing Inspection and Equipment Wipe Down	Each time Contractor is at site	Each time Contractor is at site
Restock Mutt Mitts	Weekly: Fridays	Weekly: Fridays
Restroom Cleaning	**Daily**	**Daily**
Trash/Litter/Debris Collection, removal and disposal	Monday, Wednesday, Friday, and Sunday	Daily
Tree Pruning	N/A	March and October
Trim Shrubs, vines and groundcover	**January**	**April, June, August, October**

9-1.03 QUALITY CONTROL

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

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

A complete list of required documentation is included in SUBMITTALS (Section 10). Whenever work is performed at a site, a maintenance checklist should be used. If there are any items on the daily checklists that should be forwarded to the City for action or information (such as vandalism, restroom toilet problems or large irrigation leaks), Contractor should forward the information to the Contract Administrator as soon as possible. Reporting of problems can be done anytime, and shall be submitted via telephone (followed by e-mail), or e-mail. These problem reports should be conveyed separately from the usual daily reports. Proactive reporting assists the City with identifying problem areas and allows staff to better respond to resident concerns.

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

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

9-1.04 TURF MAINTENANCE

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

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

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

mowing is rescheduled.

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

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

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

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

Contractor shall use caution when mowing over and/or around existing grade level

enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage at Contractor expense to the satisfaction of the Contract Administrator.

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

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

9-1.04.1 Ball Fields

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

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

9-1.04.2 Aeration

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

9-1.04.3 Trimming

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

9-1.04.4 Turf Edging

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

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

9-1.04.5 Turf Fertilization

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

9-1.04.6 Turf Weed Control

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (10-3.5).

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

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

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

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

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

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to)

continual and regular trimming and pruning of the shrubs (with heavy pruning occurring during the winter months), vines and groundcovers, regular operation and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

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

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

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

Shrubs shall be kept trimmed/pruned at all times to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall, and six inches below the top of any fence/back-up wall. Shrubs in median islands shall be kept trimmed to at least six inches from any curb or median curb, and shall not be allowed to grow higher than thirty inches above the median curb. Shrubs shall be kept trimmed so they do not extend into any vehicular travel lane – either in a parking lot or surface street - at any time. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines growing on fences/back-up wall shall be kept trimmed at all times to the bottom of the capstone of the fence/back-up wall, or if there is no capstone, kept trimmed to six inches below the top of any fence/back-up wall. Creeping fig shall be kept trimmed at all times so it does not extend more than three inches from the face of fence/back-up wall. Boston Ivy shall be trimmed in the winter once all leaves have dropped so it does not extend more than three inches from the face of fence/back-up wall. Vines shall be kept trimmed so they do not grow into the adjacent, ground cover, shrubs, trees or any other plant material. Vines that have grown into the adjacent, ground cover, shrubs, trees or any other plant material shall be removed by February 1, 2018.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover

shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system. All groundcover shall be mowed annually if required by the type of plant material**.**

9-1.05.1 Trimming and Pruning

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

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

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

Shrubs, vines and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility cabinets and ground level vaults that belong to utility companies. Shrubs, vines and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch become entangled in the feature.

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

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

9-1.05.2 Vine and Groundcover Edging

Edging of vines and groundcovers shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the1st through the 7th day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and ¼" width where they exist exposing the concrete surface. The initial edging shall be completed during the first full week of January. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

9-1.05.3 Volunteer Plant Material in Landscaping

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

9-1.05.4 Irrigation for Shrubs, Groundcover and Planter Beds

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

9-1.05.5 Fertilization for Shrubs, Groundcover and Planter Beds

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

9-1.05.6 Dead Plant Material

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

within 6” of the surrounding soil elevation.

9-1.05.7 Annuals and Perennials

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

9-1.06 TREE SERVICES

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

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

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

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

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

9-1.06.1 Post-Storm Inspection

Contractor shall inspect all trees after any wind and/or rain storms to determine if any damage has occurred. All downed branches and limbs in maintenance areas shall be removed once each week as part of this work. Where limbs have broken from a tree within 20 feet of the ground, Contractor shall cut or remove any jagged edges at the wound. Broken or hanging branches shall be pruned/removed. Stakes shall be straightened and adjusted and broken or unsecured ties and stakes replaced or secured as necessary so that the tree trunk is in a plumb, vertical condition with supports properly secured. Contractor shall report all observed tree damage (include photographs) to the Contract Administrator, including any tree(s) that require re-staking and observed tree damage that Contractor believes is beyond this scope of work.

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

surrounding grade to allow for settling. Trees shall be removed within five working days of notice to remove. Contractor is responsible to repair any irrigation system damage resulting from tree stump removal operations.

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

9-1.06.2 Tree Trimming

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

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

Contractor shall trim and/or remove any branch(es) over all sidewalks to provide a minimum of seven feet vertical clearance for pedestrian passage.

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

Contractor shall trim all tree branches to keep 12” clear of structures, including but not limited to walls and overhangs and at least three feet clear of any lights or cameras mounted to site amenities and structures.

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

Contractor shall trim all trees less than 20 feet in height. All trees shall be included in required operations once per year. Tree pruning shall be performed during October through March with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearances and to maintain the integrity of the tree species. Contractor shall trim fifty percent (50%) of the trees during the period of October to December; the remaining fifty percent (50%) shall be trimmed during the period January to March.

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

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

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

9-1.06.3 Endangered Species

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

9-1.06.3 Tree Wells

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

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

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

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

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

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

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

Reporting: Each month, Contractor shall submit a tree service maintenance report with their invoice. The report shall include the number of trees serviced, their locations and the

service performed, i.e. trim, remove, remove stakes, retie, fertilize, etc.

9-1.07 WEED CONTROL

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

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

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

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

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

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

9-1.07.1 Bare Soil Areas

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

9-1.07.2 Specialty Soil / Undeveloped Areas

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

9-1.07.3 Vegetation Control – Undeveloped Parks

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

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

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

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

9-1.08 INTEGRATED PEST MANAGEMENT

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, 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 State Wide Integrated Pest Management Program at www.ipm.ucdavis.edu to determine the most effective and least toxic methods of pest control. **By July 5 of each year, Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30).**

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

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

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

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

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

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

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

9-1.09 .1 IRRIGATION SYSTEM OPERATION AND MAINTENANCE

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

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

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

The City and Contractor will have remote monitoring and adjustment capabilities for the central irrigation control systems. However, the Contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. The Contractor will view a report of

alarms daily, and the Contractor shall investigate and provide a report of what is found. Investigation of the alarm and providing a report of what was found shall be considered part of normal service to be provided by Contractor. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

9-1.09 .1 Maintenance and Repairs

Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

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

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

1. All systems shall be adjusted to provide adequate coverage of all landscape areas and to prevent excessive water run-off, erosion and watering of roadways.

2. Any observed malfunctions, damage, and obstructions to the irrigation system shall be recorded and corrective action taken.

3. In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

9-1.09 .2 Adjustment, damage and repairs

1. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.

2. All damage resulting from the Contractor’s operations shall be repaired or replaced at the Contractor’s expense prior to the end of the workday.

3. The Contract Administrator may consider waiving these fees on a case by case basis if justified by Contractor, but generally damage and repairs for causes other than the Contractor’s operations will be paid for as follows:

    a. Minor irrigation system repairs shall include the adjustment in height and

direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator.

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

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

9-1.09.3 Winter System Check

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

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

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

9-1.09.4 Watering Times

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

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

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

Central Irrigation Control system schedule shall be recorded.

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

9-1.09.5 Seasonal Water Adjustments

Contractor shall adjust the water budget considering the season of the year. From November 1 to February 28, irrigation controllers should be turned off. From March 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100 % for July, 90% for August, 70% for September, 40% for October. Controllers without percent adjustment capabilities should be adjusted by turning on or turning off watering days. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt a City request of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

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

9-1.09.6 Pump Maintenance

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

Monthly: March through October

1. Perform a visual examination of the system and check for obvious problems such as leaks, illuminated alarm lights, pump cycling or operating with no demand in the field, discoloration in cable, wire and/or connectors, electrical components not functioning, ventilation fan not operating, station cover not secured or locked.
2. Perform a functional check looking/listening for pump or motor vibration, unusual noises from pump or motor that may indicate bearings needing lubrication or beginning to fail or pump cavitation, loose connections.
3. Make sure all valves are in proper positions.

4. Clean and remove all debris from inside enclosure.
5. Clean all filters.
6. Check all pump settings.
7. Check to make sure all safety guards are in place and secure.
8. Operate all valves for the full length of travel at least once and return to normal operational settings.
9. **Lubricate pump bearings, check motor oil and blow out/clean pump area/enclosure.**
10. Note tasks performed in log book.
11. Return all components to normal operational settings.
12. Upon completion of service, lock pump enclosure or building in which pump is located.

Winterize: Perform between November 15 and November 30

1. Turn electrical disconnect to the "Off" position and secure with a padlock.
2. Operate all valves for the full length of travel at least once.
3. Close inlet valve to pump, open bypass valves and drain pump case.
4. Note tasks performed in log book.
5. Upon completion of service, lock pump enclosure or building in which pump is located.

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

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

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

9-1.10 PARK CLEANLINESS AND MAINTENANCE ACTIVITIES

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

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

Contractor shall collect, remove and properly dispose of all trash, litter and debris from each park site (including parking lots) daily March 1 through October 31 and on Mondays,

Wednesdays, Fridays, and Sundays for the remainder of the year, or as determined by the Contract Administrator. All litter/debris collected must be removed from the park in which it was collected before moving to the next park. Contractor is responsible for the proper disposal of all material collected. At no time shall Contractor store any trash, litter, debris at any park site. Upon completion of task, the site shall be clear of all trash/litter/debris.

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

Reporting: With each month's billing, Contractor shall submit a report in spreadsheet form indicating the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically and shall be on software compatible with City software (template provided upon request after contract award).

Any debris/material in the project area that Contractor feels is too large for the scope of this contract (solid, large pieces of debris, i.e., full-size furniture, etc.) shall be reported as soon as possible to the Contract Administrator. Contractor shall contact Contract Administrator for a determination at time found. Information shall be noted on maintenance checklists.

9-1.10.2 Clean and Disinfect Drinking Fountains

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

9-1.10.3 Cleaning Supplies/Caution Signs

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

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

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

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

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

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

Restroom Stocking
Restrooms shall be sufficiently stocked so that supplies do not run out prior to next servicing. The Contractor shall provide urinal and toilet deodorant cakes, paper seat covers where there are dispensers, toilet paper, paper towels where there are dispensers, and liquid, gel or powdered hand soaps where there are dispensers. The quality of such supplies shall be approved in advance by the City. All paper products shall contain a minimum of 20% post-consumer content. If dispensers are found missing, Contractor shall request replacement from Contract Administrator.

Floor Drains
All floor drains shall be flushed at least once each week.

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

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

Locked Restrooms
Please note that there are some park restrooms that always remain locked. Most of these restrooms still require maintenance, as they are still used by field staff and different user

groups. Occasionally, restroom maintenance will be required during event set-up. Contractor is still expected to perform maintenance while outside groups may be readying for an event (at Weber Point, for example). On rental dates, site and restrooms at the Oak Park Magpie fenced picnic area should be cleaned and disinfected by 9 a.m. Picnic rental users are advised not to arrive before 9 a.m. If users arrive prior to 9 a.m., Contractor must still perform maintenance until complete. If this is not possible, Contractor must immediately notify Contract Administrator.

9-1.10.5 Site Furnishings

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

9-1.10.6 Rental Picnic Areas in Parks

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

9-1.10.7 Site Structures

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

9-1.10.8 Paved Areas/Hard Surface Areas

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

must be kept free of trash and debris and Contractor must spot clean if sticky/grimy conditions are found or as directed by Contract Administrator.

9-1.10.9 Maintenance Around Community Centers Within Parks

Additional maintenance services are required for community center and other site landscaping located within in parks. There are community centers at McKinley, Oak (Oak Park Senior Center, Oak Park Ice Arena and Oak Park Tennis Center), Panella (Rue Community Center), Stribley, Van Buskirk and Williams Brotherhood parks. Debris and trash removal, irrigation checks and repairs, weed control and other items should be consistent with the maintenance of the rest of the park, including shrub trimming and irrigation repairs inside the Oak Park Senior Center courtyard (volunteers weed and care for planter beds other than trees) and Oak Park Tennis Complex. Bare soil areas shall be kept weed-free at all times and center and parking lot groundcover or bark should be trash-free at all times. At Williams Brotherhood Park, this contract calls for all planter bed, irrigation and other parks maintenance around the building and parking lot area of the Merlo Gym. The turf around the Dorothy Jones Center is included in this contract, but the planter beds (care and irrigation) is handled by others.

9-1.10.10 Maintenance for Baseball Fields

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

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

9-1.10.11 Maintenance for Soccer Fields

Additional maintenance services are required for soccer fields located in parks. A separate maintenance schedule is provided for maintenance at the North Stockton Soccer Complex (Attachment A). Debris and trash removal, weed control and other

items must be consistent with the maintenance of the rest of the parks.

9-1.10.12 Masonry Fences/Back-up Walls

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

9-1.10.13 Rodent Control

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

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

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

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

9-1.10.15 Play Equipment/Fall Surfacing Inspection

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

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

Contractor shall rake fall surfacing back into areas where it has been pushed out or moved – typically at the ends of slides and under swings. This should result in the entire surface of

the fall surfacing material being a smooth, level, even thickness across the play area. Contractor shall notify Contract Administrator if depth of fall surfacing material cannot be maintained at 12" minimum.

9-1.10.16 Hard Surface Game Court Areas

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

9-1.10.17 Basketball Net/Tennis Net Replacement

Each day contractor is at sites with tennis and basketball courts, it should be noted if basketball nets or nets on tennis courts are present and in usable condition. Contractor shall tighten nets as necessary. Contractor shall notify the Contract Administrator if nets are missing or damaged. Contractor shall install/replace nets as directed. The City will provide nets.

9-1.10.18 Restock Dog Waste Bag Dispensers

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

9-1.10.19 Lighting

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

9-1.10.20 Horseshoe Pits

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

9-1.10.21 Barbeques

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

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

Victory Park

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

Panella Park

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

Decarli Plaza

Park maintenance at DeCarli Plaza includes cleaning, removing and disposing floating debris and vegetation from the DeCarli Plaza basin two times a month, during the first and third week of the month. In accordance with any pertaining state and federal regulations, Contractor shall clean up, remove and dispose of existing clumps of algae, floating weed growth and any floating debris including, but not limited to, trash, weeds and/or any floating weed/plant/vegetation growth. Contractor shall visit and perform all necessary work as needed to remove and dispose of all floating debris and vegetation from the designated area so that at the completion of the twice monthly visit, the defined area shall be free of all floating debris and vegetation. This work shall be limited to the portion of basin located between El Dorado Street and Center Street and include the upper basin (fountain portion) as well as the large lower basin. Contractor may be asked to wipe down public art installed in this area as needed. Work shall not include water clarity control.

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

9-2 DEFICIENCIES

The intent of these specifications is to call for quality stewardship of the City of Stockton's park system. The selected Contractor should understand that their work will be on display and for the enjoyment and assessment of all citizens and visitors to the area. If there are parts of the Contractor's work that do not conform to the intent of the Special Provisions or the condition of the areas to be maintained is unsatisfactory, Contractor will be notified of the deficiencies and a date by which corrections must be completed. Any form of notification shall be valid. Contractor shall confirm receipt of notice via e-mail or completed

work order in CityWorks (or any current work order management system in use by the City of Stockton) within 24 hours. Not providing confirmation of completing the corrections may be considered a lack of diligence in prosecuting the contract.

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

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

9-3 DISPOSAL OF MATERIALS

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

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

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

9-4 EMERGENCY RESPONSE

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

9-5 Incidental Maintenance Services

All incidental maintenance services, such as emergency and/or after-hours response, irrigation repair or request for additional non-scheduled service, must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved incidental maintenance services shall be based on Contractor's Schedule of Compensation. If Contractor is requested to perform an incidental maintenance service that is not listed on the Schedule of Compensation, contractor shall submit a proposal for the repair detailing

the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work. Incidental maintenance services may include, but are not limited to, the following:

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

9-5.1 Various Common Repairs

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

NOTE: Please note that Contractor's attention is directed to Bid Alternates A through K, which describe variations to the work specified in this section. The City reserves the right and sole discretion to award the base bid with any combination of bid alternates as deemed to be in the best interest of the City.

SECTION 10 - SUBMITTALS

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

10-1 BID SUBMITTALS

The following items must be submitted with bid:

10-1.1 References

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

10-1.2 Quality Assurance/Quality Control Program

(Sections 5-1.08.8 and 9-1.03).

10-2 CONTRACT AWARD SUBMISSIONS

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

10-2.1 Irrigation System Report

(Section 9-1.09). An initial complete irrigation system check must be accomplished by January 31, with a report of all deficiencies and a cost to repair them must be provided to the Contract Administrator by February 15. The report shall include a description of the problem, location and extent of the damage.

10-2.2 Key Control (Section 5-1.07.9)

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

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

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

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

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

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

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

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

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

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

The Contractor should inspect, upon contract award, all trees. Observed tree damage should be documented by Contractor in writing to the Contract Administrator.

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

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

10-3 MONTHLY BILLING SUBMISSIONS

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

software. Contractor shall provide the following reports with monthly billing invoice:

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

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

10-3.1 Certified Delivery Slips

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

10-3.2 Certified Payroll

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

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

10-3.4 Maintenance Checklists

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

10-3.5 Pesticide Report (Section 9-1.08)

This report shall include the application date(s), time(s), and location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month. An annual compilation of these reports will be required each July.

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

Summary of tree services provided each month.

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

Summary of turf conditions at each mowing.

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

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

10-4 OTHER REQUIRED SUBMITTALS

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

Annual review of IPMP practices is due July 15.

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

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

SECTION 11 - AREAS TO BE MAINTAINED

11-1 Parks

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

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

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

11-4 Non-Park and Specialty Sites

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
63.	Buckley Cove Boat Launch	4311 Buckley Cove Way						
64.	Joan Darrah Promenade	South Seawall	.83	.83		1		
65.	E.B.M.U.D. Greenbelt	I-5 to McGaw	11.12	11.12				
66.	E.B.M.U.D. Greenbelt	March/Pershing	2.9	2.9				Pershing to approximately 1230' east of Pershing.
67.	Louis Boat Launch	3303 Monte Diablo						Boat launch/gangway area and top boat parking area
68.	Morelli Boat Launch	1025 W. Weber Ave						
69.	North Seawall		2.1	2.1				
70.	North Stockton Soccer Complex	10055 N. SR 99 W. Frontage Road	38	38		2		
71.	Pixie Woods							a. Annual Maintenance b. Open Season - Janitorial c. Open Season - Boat Refueling
72.	Victory Park Rose Garden	1201 Pershing Ave.						

11-5 Undeveloped Park Sites

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
73.	Future Park - Peri	2920 McCloud River Rd.	5.9		5.9			Weed and Trash Abatement
74.	Future park - Cannery	3833 Orbison Ln.	2.71		2.71			Weed and Trash Abatement
75.	Future park - Cannery	9933 Ornella Ln.	1		1			Weed and Trash Abatement

177

EXHIBIT 1
EXHIBIT A

76.	Future park – Bonnaire Circle	1696 Bonnaire Circle	3.0		3.0			Weed and Trash Abatement
77.	Future park – Bonnaire Circle	1696 Bonnaire Circle	3.0		3.0			Weed and Trash Abatement
78.	Future park – Shady Forest	2020 Shady Forest Way	1		1			Weed and Trash Abatement
79.	Future park – Susan and Madrid	1679 Madrid Way	.73		.73			Weed and Trash Abatement
80.	Future park – Susan and Braden	2839 Susan Way	1.46		1.46			Weed and Trash Abatement
81.	EBMD Greenbelt	Georgetown to Pacific	.88		.88			Weed and Trash Abatement

11-6 Parks With Playgrounds/Engineered Wood Fiber Fall Surfacing

	Engineered Wood Fiber			
	Name	**Location**	**Approximate SF**	**CY for 3" Fill**
1.	Anderson	128 W. Benjamin Holt Dr.	3600	33.33
2.	Atherton	1978 Quail Lakes Dr.	3800	35.19
3.	Baxter	10410 Muir Woods Ave.	3000	27.78
4.	Brooking	3750 Kentfield Rd.	2500	23.15
5.	Buckley Cove	4311 Buckley Cove Way	3800	35.19
6.	Cruz	110 Segovia Ln.	3500	32.41
7.	Caldwell	3021 Pacific Ave.	2500	23.15
8.	Columbus	401 W. Worth St.	2000	18.52
9.	Constitution	1101 E. Lindsay St.	1300	12.04
10.	Cortez	8313 Tam O'Shanter	2800	25.93
11.	Dentoni	1430 Royal Oaks Dr.	3000	27.78
12.	Eden	900 N. El Dorado St.	1500	13.89
13.	Equinoa	9499 Glacier Point Dr.	3600	33.33
14.	Faklis	5250 Cosumnes Dr.	3100	28.70
15.	Fong	2525 Blossom Ci.	3150	29.17
16.	Friedberger	1699 Sycamore Ave.	3200	29.63
17.	Gibbons	1825 W. Hammer Lane	3000	27.78
18.	Gleason	400 S. California St.	5800	53.70
19.	Grupe	5900 Cumberland Pl.	4300	39.81
20.	Holiday	614 Elaine Dr.	3500	32.41
21.	Holmes	1718 Ralph Ave.	3000	27.78
22.	Iloilo	5920 Scott Creek Dr.	5200	48.15
23.	Laughlin	2733 Estate Dr.	6200	57.41
24.	Legion	1859 N. Baker St.	2200	20.37
25.	Liberty	725 E. Jefferson St.	2600	14.81
26.	Loch Lomond	8477 N. El Dorado St.	2200	20.37
27.	Long	4535 Woodchase Ln.	6500	60.19
28.	Louis	3303 Monte Diablo	3700	34.26
29.	Harrell	2244 S. Lincoln St.	4500	41.67
30.	McKinley	2300 S. El Dorado St.	3500	32.41
31.	Misasi	9820 Ronald E. McNair Way	2100	19.44
32.	Oak (east)	501 E. Alpine Ave.	4000	37.04
33.	Oak Park (west)	501 E. Alpine Ave.	2500	23.15
34.	Parma	9127 Chianti Circle	5000	46.30
35.	Pitts	510 Villa Point Dr.	5350	49.62

36.	Pixie Woods	Occidental and Shimizu	8664	80.22
37.	Peterson	2499 S. Union St.	4600	42.59
38.	Sandman	8801 Don Ave.	4000	37.04
39.	Sherwood	100 West Robinhood Dr.	3600	33.33
40.	Shropshire	4120 Pock Ln.	3050	28.24
41.	Smith	2606 William Moss Blvd.	5000	46.30
42.	Sousa	2899 Yellowstone Ave.	2800	25.93
43.	Stribley	1899 E. Hazelton Ave.	4500	41.67
44.	Swenson	6803 Alexandria Place	7500	69.44
45.	Unity	5525 Rayanna Dr.	5500	50.93
46.	Valverde	8700 Cherbourg Way	3500	32.41
47.	Victory	1201 Pershing Ave.	3800	35.19
48.	Weber	Park & Van Buren	2500	23.15
49.	Weber Point	221 N. Center St.	2200	20.37
50.	Weberstown – East	4700 Kentfield Rd	2000	18.52
51.	Weston	3603 E W S Woods Blvd.	7800	72.22
52.	Weston Greenbelt	Play area between Manthey Rd. and McDougald Blvd.	3500	32.41
53.	Williams	2040 S. Airport Way	6500	60.19

11-7 Parks With Picnic Rental Sites

	Name	Picnic Area	Seating	BBQ Pit	Water
1	Grupe	Bear – Site 1	180	Yes	No
2	Legion	Turtle – Site 1	16	Yes	Yes
3	Louis	Cottonwood – Site 1	36	Yes	No
4	Louis	Redwood – Site 3	48	Yes	Yes
5	Mattie Harrell	Elk – Site 1	160	Yes	Yes
6	McKinley	Beaver – Site 1	36	Yes	Yes
7	McKinley	Raccoon – Site 2	28	Yes	No
8	McKinley	Fox – Site 3	28	Yes	Yes
9	Oak	Magpie – Site 1 (Covered and fenced)	250	Yes - Double	Yes
10	Oak	Hidden Oaks – Site 2	224	Yes - Double	Yes
11	Oak	Squirrel – Site 3	112	Yes - Double	Yes
12	Oak	Buck – Site 4	68	Yes - Double	Yes
13	Panella	Mallard – Site 1 (Covered)	40	Yes	No
14	Sandman	Sunshine – Site 1	80	Yes	No
15	Stribley	Blue Jay – Site 1	24	Yes	No
16	Stribley	Hawk – Site 2	120	Yes	Yes
17	Swenson	Golf View – Site 1	48	Yes	Yes
18	Victory	Totem – Site 1	90	Yes	Water fountain
19	Victory	Acorn – Site 2	48	Yes	No
20	Victory	Lagoon – Site 3 (next to tot lot)	60	Yes	Yes
21	Williams Brotherhood	Hummingbird – Site 1	144	Yes - Double	No

SCOPE OF SERVICES/SPECIAL PROVISIONS
PARKS MAINTENANCE
PROJECT NO. PW OM-18-062

EXHIBIT A

SCHEDULE OF COMPENSATION

The monthly and annual compensation for years subsequent to the initial year of the contract term shall be the same as the initial year for the first three years of this contract. Further extensions will be increased by 2.5%. Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with these specifications at the following prices:

See Exhibit B "Bidding Schedule"

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

Each bidder shall bid each item. Failure to bid or not complete the "Schedule of Values" shall be just cause for considering the bid as non-responsive. **Basis of award will be lowest responsive bid for Bid Items A-F.** Bid Items A-C are for maintenance services. For bid items A-C, the City reserves the right (after award of contract) to increase or decrease the quantity of any item of portion of the work. Provided that any alterations, additions or omissions from these specifications does not exceed five percent of the original quantity of work, Contractor shall proceed with the work as increased, decreased or altered at no additional cost to the City. If the decrease in area to be maintained exceeds five percent, Contractor may request their compensation be increased by an amount up to the total per centage increase in the area to be maintained. The City reserves the right to reject any and all bids and to re-advertise for bids or to provide for the work to be done by the City of Stockton.

Bid Items D-F.kkk are for various common annual repairs, maintenance or special serivces that could be performed within the parks maintenance system. There is no guarantee that these services will have to be performed in the quantities shown. The City reserves the right to increase, decrease or delete quantities for Bid Items D-F.kkk. Bid Alternates A through K are for deducting services. Special pricing has been requested under the bid alternate deductions (see A.1 , F.1, G.1, H.1, and K.1). The City reserves the right and sole discretion to award the base bid with any combination of bid alternates as deemed to be in the best interest of the City.

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A.		PARKS				
	1	Anderson	Month	12	3,164.61	37,975.32
	2	Atherton	Month	12	2,373.46	28,481.52
	3	Barkleyville	Month	12	1,420.48	17,045.76
	4	Baxter	Month	12	2,373.46	28,481.52
	5	Brooking	Month	12	1,420.48	17,045.76
	6	Buckley Cove (park only; boat ramp/parking lot is bid separately)	Month	12	2,211.63	26,539.56
	7	Caldwell	Month	12	1,420.36	17,044.32
	8	Columbus	Month	12	952.98	11,435.76
	9	Constitution	Month	12	952.98	11,435.76
	10	Cortez	Month	12	1,887.98	22,655.76
	11	Cruz	Month	12	2,211.63	26,539.56
	12	Dentoni	Month	12	2,840.96	34,091.52
	13	Eden	Month	12	952.98	11,435.76
	14	Equinoa	Month	12	1,420.48	17,045.76
	15	Faklis	Month	12	3,793.94	45,527.28
	16	Fong	Month	12	1,420.48	17,045.76
	17	Fremont	Month	12	952.98	11,435.76
	18	Friedberger	Month	12	952.98	11,435.76
	19	Gibbons	Month	12	1,887.98	22,655.76
	20	Gleason	Month	12	952.98	11,435.76
	21	Grupe	Month	12	3,470.28	41,643.36
	22	Harrell	Month	12	2,535.28	30,423.36
	23	Holiday	Month	12	952.98	11,435.76
	24	Holmes	Month	12	952.98	11,435.76
	25	Iloilo	Month	12	2,373.46	28,481.52
	26	Independence	Month	12	952.98	11,435.76
	27	King Plaza	Month	12	952.98	11,435.76
	28	Lafayette	Month	12	952.98	11,435.76
	29	Laughlin	Month	12	1,420.48	17,045.76
	30	Legion	Month	12	3,793.94	45,527.28
	31	Liberty	Month	12	952.98	11,435.76
	32	Loch Lomond	Month	12	1,420.48	17,045.76
	33	Long	Month	12	1,420.48	17,045.76
	34	Louis Park (park only; boat ramp/parking lot is bid separately)	Month	12	9,475.85	113,710.20
	35	McKinley	Month	12	3,793.94	45,527.28
	36	McLeod	Month	12	952.98	11,435.76

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	37	Misasi	Month	12	3,793.94	45,527.28
	38	Morelli (park only; boat ramp/parking lot is bid separately)	Month	12	1,420.48	17,045.76
	39	Oak Park	Month	12	7,587.87	91,054.44
	40	Panella	Month	12	3,793.94	45,527.28
	41	Parma	Month	12	1,420.48	17,045.76
	42	Peterson	Month	12	952.98	11,435.76
	43	Pitts	Month	12	2,535.28	30,423.36
	44	Sandman	Month	12	3,164.61	37,975.32
	45	Sherwood	Month	12	1,887.98	22,655.76
	46	Shropshire	Month	12	1,582.31	18,987.72
	47	Smith	Month	12	1,420.48	17,045.76
	48	Sousa	Month	12	1,420.48	17,045.76
	49	Stribley	Month	12	3,793.94	45,527.28
	50	Swenson	Month	12	2,840.96	34,091.52
	51	Swenson View	Month	12	952.98	11,435.76
	52	Union	Month	12	952.98	11,435.76
	53	Unity	Month	12	1,420.48	17,045.76
	54	Valverde	Month	12	1,887.98	22,655.76
	55	Van Buskirk	Month	12	3,793.94	45,527.28
	56	Victory Park	Month	12	7,551.91	90,622.92
	57	Weber	Month	12	952.98	11,435.76
	58	Weber Point Event Center (includes open/close)	Month	12	2,535.28	30,423.36
	59	Weberstown East	Month	12	1,420.48	17,045.76
	60	Weston	Month	12	3,793.94	45,527.28
	61	Williams Brotherhood	Month	12	2,535.28	30,423.36
		PARKS SUBTOTAL			137,354.82	1,648,257.84
B.		**NON-PARK AND SPECIALTY SITES**				
	62	Buckley Cove (Boat launch and parking lot only)	Month	12	269.71	3,236.52
	63	Joan Darrah Promenade (South Seawall)	Month	12	2,535.28	30,423.36
	64	DeCarli Plaza	Month	12	1,024.90	12,298.80
	65	E.B.M.U.D. Greenbelt, I-5 to McGaw	Month	12	3,793.94	45,527.28
	66	E.B.M.U.D. March Lane, from Pershing to approx. 1230 feet west, at edge of St. Basil Church landscaping	Month	12	1,887.98	22,655.76
	67	Louis (Boat Ramp area and parking lot only)	Month	12	2,769.03	33,228.36
	68	Louis Park Sports Complex	Month	12	7,264.22	87,170.64
	69	Misasi Park Sports Complex	Month	12	7,264.22	87,170.64
	70	Morelli (Boat Launch area and parking lot only)	Month	12	323.65	3,883.80
	71	North Seawall	Month	12	1,887.98	22,655.76
	72	North Stockton Soccer Complex	Month	12	6,958.54	83,502.48
	73	Pixie Woods				
	a.	Annual Maintenance	Month	12	3,793.94	45,527.28
	b.	Open Season (May-October) - Janitorial	Month	6	2,517.29	15,103.74
	c.	Open Season – Boat Refueling	Month	6	323.65	1,941.20
	74	Victory Park Rose Garden	Month	12	827.11	9,925.32
	75	Victory Park Pond Maintenance	Weekly	52	99.59	5,178.68
		NON-PARK AND SPECIALTY SITE SUBTOTAL			43,541.03	509,430.32
C.		**UNDEVELOPED PARK SITES**				
	76	Future park - Peri, 2920 McCloud River Road	Month	12	1,091.50	13,098.00
	77	Future park - Cannery, 3833 Orbison Lane	Month	12	501.35	6,016.20
	78	Future park - Cannery, 9933 Ornella Lane	Month	12	185.00	2,220.00
	79	Future Park - Bonnaire, 1696 Bonnaire Circle	Month	12	555.00	6,660.00
	80	Future park - Shady Forest, 2020 Shady Forest Way	Month	12	185.00	2,220.00
	81	Future Park - Susan/Madrid, 1679 Madrid Way	Month	12	135.05	1,620.60
	82	Future Park - Susan/Braden, 2839 Susan Way	Month	12	270.10	3,241.20
	83	E.B.M.U.D., Georgetown to Pacific	Month	12	162.80	1,953.60
		UNDEVELOPED PARK SITES SUBTOTAL			3,085.80	37,029.60

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
		Monthly Total Items A+B+C		**x 12**	183,981.65	2,194,717.76
		ADDITIONAL COST ITEMS				
D.		**IRRIGATION BOOSTER PUMP MAINTENANCE (Annual check and monthly service)**	48 motors	12	945.86	11,350.32
E.		**ANNUAL PLAYGROUND TOP-OFF: ENGINEERED WOOD FIBER**				
		Approximate 3" fill, 1x per year; quantities in cubic yards				
	1	Anderson	CY	33	50.00	1,650.00
	2	Atherton	CY	35	50.00	1,750.00
	3	Baxter	CY	28	50.00	1,400.00
	4	Brooking	CY	23	50.00	1,150.00
	5	Buckley Cove	CY	35	50.00	1,750.00
	6	Cruz	CY	32	50.00	1,600.00
	7	Caldwell	CY	23	50.00	1,150.00
	8	Columbus	CY	19	50.00	950.00
	9	Constitution	CY	12	50.00	600.00
	10	Cortez	CY	26	50.00	1,300.00
	11	Dentoni	CY	28	50.00	1,400.00
	12	Eden	CY	14	50.00	700.00
	13	Equinoa	CY	33	50.00	1,650.00
	14	Faklis	CY	29	50.00	1,450.00
	15	Fong	CY	29	50.00	1,450.00
	16	Friedberger	CY	28	50.00	1,400.00
	17	Gibbons	CY	28	50.00	1,400.00
	18	Gleason	CY	54	50.00	2,700.00
	19	Grupe	CY	40	50.00	2,000.00
	20	Holiday	CY	32	50.00	1,600.00
	21	Holmes	CY	28	50.00	1,400.00
	22	Iloilo	CY	48	50.00	2,400.00
	23	Laughlin	CY	57	50.00	2,850.00
	24	Legion	CY	20	50.00	1,000.00
	25	Liberty	CY	15	50.00	750.00
	26	Loch Lomond	CY	20	50.00	1,000.00
	27	Long	CY	60	50.00	3,000.00
	28	Louis	CY	34	50.00	1,700.00
	29	Harrell	CY	42	50.00	2,100.00
	30	McKinley	CY	32	50.00	1,600.00
	31	Misasi	CY	19	50.00	950.00
	32	Oak (east playground)	CY	37	50.00	1,850.00
	33	Oak (west playground)	CY	23	50.00	1,150.00
	34	Parma	CY	46	50.00	2,300.00
	35	Pitts	CY	50	50.00	2,500.00
	36	Pixie Woods	CY	80	50.00	4,000.00
	37	Peterson	CY	43	50.00	2,150.00
	38	Sandman	CY	37	50.00	1,850.00
	39	Sherwood	CY	33	50.00	1,650.00
	40	Sousa	CY	26	50.00	1,300.00
	41	Stribley	CY	42	50.00	2,100.00
	42	Swenson	CY	69	50.00	3,450.00
	43	Valverde	CY	32	50.00	1,600.00
	44	Victory	CY	35	50.00	1,750.00
	45	Weber	CY	23	50.00	1,150.00
	46	Weber Point Event Center	CY	20	50.00	1,000.00
	47	Weberstown - East	CY	19	50.00	950.00
	48	Williams	CY	60	50.00	3,000.00
		E. ANNUAL PLAYGROUND TOP-OFF SUBTOTAL			2,400.00	81,550.00

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
F.		**MISCELLANEOUS REPAIRS AND INCIDENTALS**				
	a.	Replace Rainbird 1800 MPR nozzle	EA	200	1.50	300.00
	b.	Replace Rainbird 1800, 4-inch pop-up w/ nozzle	EA	600	4.00	2,400.00
	c.	Replace Rainbird 1800, 6-inch pop-up w/ nozzle	EA	500	9.00	4,500.00
	d.	Replace Rainbird 1800, 12-inch pop-up w/ nozzle	EA	600	13.50	8,100.00
	e.	Replace Hunter PGP 4-inch rotor w/ nozzle	EA	100	20.00	2,000.00
	f.	Replace Hunter PGP 12-inch rotor w/ nozzle	EA	40	32.00	1,280.00
	g.	Replace Hunter I-20 4-inch rotor w/ nozzle	EA	100	40.00	4,000.00
	h.	Replace Hunter I-20 6-inch rotor w/ nozzle	EA	40	44.00	1,760.00
	i.	Replace Hunter I-20 12-inch rotor w/ nozzle	EA	40	50.00	2,000.00
	j.	Replace Hunter I-25 rotor w/ nozzle	EA	20	35.00	700.00
	k.	Replace Hunter I-40 rotor w/ nozzle	EA	80	45.00	3,600.00
	l.	Rebuild Griswold Valve 1"	EA	10	160.00	1,600.00
	m.	Rebuild Griswold Valve 1.25"	EA	10	185.00	1,850.00
	n.	Rebuild Griswold Valve 1.5"	EA	40	210.00	8,400.00
	o.	Rebuild Griswold Valve 2"	EA	40	250.00	10,000.00
	p.	Rebuild Rainbird PEB Valve 1"	EA	10	90.00	900.00
	q.	Rebuild Rainbird PEB Valve 1.5"	EA	20	110.00	2,200.00
	r.	Rebuild Rainbird PEB Valve 2"	EA	30	150.00	4,500.00
	s.	Replace Griswold Valve 1"	EA	10	300.00	3,000.00
	t.	Replace Griswold Valve 1.25"	EA	10	320.00	3,200.00
	u.	Replace Griswold Valve 1.5"	EA	10	410.00	4,100.00
	v.	Replace Griswold Valve 2"	EA	6	460.00	2,760.00
	w.	Replace Rainbird PEB Valve 1"	EA	10	100.00	1,000.00
	x.	Replace Rainbird PEB Valve 1.5"	EA	10	125.00	1,250.00
	y.	Replace Rainbird PEBValve 2"	EA	60	140.00	8,400.00
	z.	Replace solenoid, Conventional controller	EA	20	50.00	1,000.00
	aa.	Replace solenoid, LEIT solar controller	EA	20	35.00	700.00
	bb.	Replace backflow prevention device, 1"	EA	1	408.00	408.00
	cc.	Replace backflow prevention device, 1.5"	EA	1	550.00	550.00
	dd.	Replace backflow prevention device, 2"	EA	1	800.00	800.00
	ee.	Replace backflow prevention device, 3"	EA	1	270.00	270.00
	ff.	Replace backflow prevention device, 4"	EA	1	500.00	500.00
	gg.	Repair mainline up to 3"	EA	5	785.00	3,925.00
	hh.	Repair mainline over 3" and up to and including 6"	EA	3	1,150.00	3,450.00
	ii.	Repair/install thrust block up to 3"	EA	3	145.00	435.00
	jj.	Repair/install thrust block over 3" and up to and including 6"	EA	3	215.00	645.00
	kk.	Install 4" thick concrete pad for backflow or irrigation cabinet, per square foot (includes conduit and/or sleeves)	SF	64	320.00	20,480.00
	ll.	Install backflow cage, 1"	EA	2	1,150.00	2,300.00
	mm.	Install backflow cage, 1.5"	EA	2	1,550.00	3,100.00
	nn.	Install backflow cage, 2"	EA	1	2,250.00	2,250.00
	oo.	Install irrigation cabinet, (labor, city-provided cabinet)	EA	2	450.00	900.00
	pp.	Install irrigation controller (24 stations, city-provided, labor)	EA	4	100.00	400.00
	qq.	Install irrigation controller (48 stations, city-provided, labor)	EA	4	150.00	600.00
	rr.	General irrigation repairs not listed - Labor cost per hour	HOURLY	60	55.00	3,300.00
	ss.	Re-stake tree, two new 2-inch diameter 10-foot untreated stakes, four ties, in accordance with COS Standard Drawing 33G	EA	15	28.00	420.00
	tt.	Install tree, 15-gallon size, with two untreated stakes, 4 ties, arbor guard, in accordance with COS Standard Drawing 33G	EA	20	120.00	2,400.00
	uu.	Grind tree stump to 18" below grade, 13"-16" diameter	EA	3	137.50	412.50
	vv.	Grind tree stump to 18" below grade, 16"-20" diameter	EA	3	162.50	487.50

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	ww.	Grind tree stump to 18" below grade, 20"-24" diameter	EA	3	187.50	562.50
	xx.	Grind tree stump to 18" below grade, 24"-28" diameter	EA	3	210.00	630.00
	yy.	Grind tree stump to 18" below grade, 28"-30" diameter	EA	1	212.50	212.50
	zz.	Grind tree stump to 18" below grade, 30"-32" diameter	EA	1	287.50	287.50
	aaa.	Grind tree stump to 18" below grade, 32"-34" diameter	EA	1	337.50	337.50
	bbb.	Grind tree stump to 18" below grade, >34" diameter	EA	1	350.00	350.00
	ccc.	Install 5-gallon plant	EA	55	27.00	1,485.00
	ddd.	Install 1-gallon plant	EA	45	10.50	472.50
	eee.	Install annual color, 4" on center	SF	75	28.50	2,137.50
	fff.	Install sod, per square foot	SF	100	1.70	170.00
	ggg.	Install fill dirt at location, per cubic yard	EA	15	20.00	300.00
	hhh.	Labor cost per hour for miscellaneous tasks: i.e., downed limb removal, or trash pick-up, per laborer	EA	155	30.00	4,650.00
	iii.	Special event assistance, labor cost per hour	EA	150	65.00	9,750.00
	jjj.	Emergency response, labor cost per hour	EA	10	75.00	750.00
	kkk.	Extra trash pick-up, per cubic yard	CY	10	55.00	550.00
		F. MISCELLANEOUS REPAIRS AND INCIDENTALS		**SUBTOTAL**	16,582.70	156,178.00
		TOTAL BID ITEMS A+B+C+D+E+F			2,443,796.08	
A.		**BID ALTERNATE A**				
		DEDUCT all restroom services (close restrooms)	LS	1	117,900.00	117,900.00
		A.1 PRICE PER SERVICE for a single men's or women's restroom with single stall	EA	1	1,007.69	1,007.69
B.		**BID ALTERNATE B**	LS	1	58,956.00	58,956.00
		DEDUCT restroom services October 1 through March 31				
C.		**BID ALTERNATE C**				
		DEDUCT restroom services October 1 through March 31 with restroom services Monday, Wednesday, Friday and Sunday April 1 - September 30.	LS	1	75,432.00	75,432.00
D.		**BID ALTERNATE D**				
		DEDUCT daily restroom services and replace with restroom service Monday, Wednesday, Friday and Sunday year round.	LS	1	35,424.00	35,424.00
E.		**BID ALTERNATE E**				
		DEDUCT daily restroom services and replace with restroom service Monday, Wednesday, Friday and Sunday October 1 through March 31; keeping daily restroom service April 1 through September 30	LS	1	34,056.00	34,056.00
F.		**BID ALTERNATE F**				
		DEDUCT park turf fertilization	LS	1	5,100.00	5,100.00
		F.1 PRICE PER SERVICE for turf fertilization, per acre, per application.	EA	1	100.00	100.00
G.		**BID ALTERNATE G**				
		DEDUCT park turf aeration	LS	1	25,750.00	25,750.00
		G.1 PRICE PER SERVICE for turf aeration	EA	1	338.82	338.82

EXHIBIT B

BIDDING SCHEDULE
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062

BID ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
H.		**BID ALTERNATE H**			137,712.00	137,712.00
		DEDUCT park turf edging	EA	1		
		H.1 PRICE PER SERVICE for turf edging, per 100 linear feet	LF	100	.0105	1.05
I.		**BID ALTERNATE I**				
		DEDUCT daily trash pickup and replace with trash pickup Monday, Wednesday Friday and Sunday year round.	LS	1	35,424.00	35,424.00
		I.1 PRICE PER SERVICE for trash pickup, per acre, per single frequency	EA	1	68.78	68.78
J.		**BID ALTERNATE J**				
		DEDUCT daily trash pickup in November and March and replace with trash pickup Monday, Wednesday, Friday and Sunday October 1 through March 31; keeping daily trash pickup April 1 through September 30	LS	1	26,568.00	26,568.00
K.		**BID ALTERNATE K**				
		DEDUCT weekly mowing in November and March and replace with mowing once every two weeks.	LS	1	68,292.00	68,292.00
		K.1 PRICE PER SERVICE for mowing, per acre, per single frequency	EA	1	450.00	450.00

AWARD TOTAL:

Contract Award to Marina Landscape Maintenance includes the Base Bid, plus Bid Alternates G, H, and K, for $2,212,042.08 annually, for a total of $6,636,126.24 over the three-year contract.

Base Bid	$2,443,796.08
Bid Alternate G	- $25,750.00
Bid Alternate H	- $137,712.00
Bid Alternate K	- $68,292.00
Total Award	$2,212,042.08

Insurance Requirements for Most Contracts
(Park Maintenance, OM-18-062)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability** (AL): ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for 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 Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL 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 and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers,

representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, 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 endorsed as primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

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

- ***Waiver of Subrogation***
  Contractor hereby grants to the 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.

- ***Deductibles and Self-Insured Retentions***
  Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- ***Acceptability of Insurers***
  Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- ***Claims Made Policies***

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

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

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- ***Verification of Coverage***
  Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. 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, for any reason or no reason.

  Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- ***Special Risks or Circumstances***
  The 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 circumstances.

- ***Certificate holder address***
  Proper address for mailing certificates, endorsements and notices shall be:

  - City of Stockton
  - 400 E Main Street, 3rd Floor – HR
  - Attn: City Risk Services
  - Stockton, CA 95202

  City of Stockton Risk Services Phone: 209-937-5037
  City of Stockton Risk Services Fax: 209-937-8558

- ***Maintenance of Insurance***
  If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- ***Subcontractors***
  If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the Vice President of Finance of BrightView Landscape Services, Inc. d/b/a Marina Landscape Maintenance, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/24/17 at Anaheim (city), CA (state).

Fred Freund- Vice President of Finance

(Signature)

DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: BrightView Landscape Services, Inc. d/b/a Marina Landscape Maintenance

BY: Fred Freund

TITLE: Vice President of Finance

DATE: October 24, 2017

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: BrightView Landscape Services, Inc.
d/b/a Marina Landscape Maintenance

BY: Fred Freund

Vice President of Finance
TITLE

DATE: October 24, 2017

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder: _____ Fred Freund - Vice President of Finance

Date Signed October 24, 2017

LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder _____ Fred Freund - Vice President of Finance

Date Signed October 24, 2017

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 2 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 3 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 4 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 5 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

   Examples of Sexual Harassment include, but are not limited to the following:

   a. Unwelcome sexual overtures or propositions.

   b. Offering employment benefits or status in exchange for sexual favors.

   c. Making or threatening retaliation after a negative response to sexual advances.

   d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

   e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

   f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

   g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

   h. Physical conduct such as touching, assaulting, impeding or blocking movements.

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 6 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 7 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 8 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 9 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 10 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 11 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 12 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 13 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 14 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

::ODMA\GRPWISE\COS.PER.PER_Library:96180.1

File #: 17-4205, Version: 1

PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT AMERICAN LEGION PARK AND WEBER POINT EVENT CENTER

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center, Project No. PW1512, through a National Joint Powers Alliance (NJPA) contract with Miracle Playsystems, Inc., of Alamo, CA, in the amount of $228,997.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Appropriate and transfer $50,000 from the General Fund contingency account to Playground Replacement, Project No. PW1512, for the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The playground at Weber Point Event Center was vandalized on April 10, 2017, and the playground at American Legion Park was vandalized on July 20, 2017. In both cases, the playgrounds were burned beyond repair and replacement of the equipment is necessary. The City received an initial insurance payment for the Weber Point Event Center, and the initial insurance payment for American Legion Park is due in early December.

It is recommended that Council authorize the purchase and installation of both playgrounds through a NJPA contract with Miracle Playsystems, Inc., and appropriate $50,000 from the General Fund contingency fund to complete funding of this project. The total purchase cost of the playgrounds, including installation, is $228,997 (Attachment A - Quotes from Miracle Playsystems, Inc.).

DISCUSSION

Background

The Public Works Department provides and maintains play equipment at 59 park and open space locations. The playground at Weber Point Event Center was vandalized on April 10, 2017, and the playground at American Legion Park was vandalized on July 20, 2017. Both playgrounds were

burned beyond repair. Insurance claims were submitted for both locations. The City received an initial insurance payment for the Weber Point Event Center, and the initial insurance payment for American Legion Park is due in early December.

Present Situation

Staff proposes to purchase the replacement playground equipment through a cooperative purchasing agreement with the NJPA previously approved by Council on September 27, 2016, pursuant to Motion No. 2016-09-27-1201. The NJPA is a public agency based in Minnesota that serves as a municipal contracting agency. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by a committee, and then recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing rules and regulations applicable to NJPA. The use of these contracts is optional, and is available to California State and local government agencies. The NJPA contracted with Miracle Playsystems, Inc. for the purchase and installation of commercial-grade playground systems.

The specification for the playground equipment available through the NJPA contract meets the City's requirements for this type of equipment. By accessing this type of cooperative purchasing agreement, administrative costs are reduced because the NJPA obtains low bids for volume purchasing and local agencies avoid the expense associated with conducting the bid process. Staff time and associated costs to develop specifications and prepare documents are minimized.

There are no local vendors that sell and install this type of equipment with the proper license and California Department of Industrial Relations registration requirements. Miracle Playsystems, Inc. will coordinate the delivery and installation of the playground equipment. Demolition of the Constitution and American Legion Park playgrounds has been completed by a local vendor and the demolition of the Weber Point Event Center playground is being scheduled.

Staff recommends the replacement of the existing play structures at American Legion Park and Weber Point Event Center with the Miracle Playsystems components illustrated in Attachment A, at a cost of $228,997.

Findings

Stockton Municipal Code section 3.68.070 (B) provides for an exception to the competitive bidding requirements in cases where Council has approved findings which support and justify the purchase. Proposed findings to support this purchase are as follows:

1) The NJPA established a Cooperative Purchasing Agreement for the purchase of playground equipment.

2) The NJPA established this Cooperative Purchasing Agreement pursuant to a competitive bidding process.

3) The bid specification used by the NJPA has been assessed as compatible to the City's standards.

4) Stockton Municipal Code 3.68.070 A 5 allows exceptions to competitive bidding for Cooperative purchasing agreements authorized by the City Council for the purchase of supplies or services through other governmental jurisdictions or public agencies.

Based on these findings, staff recommends replacement of the playgrounds through the above-mentioned cooperative purchasing agreement.

FINANCIAL SUMMARY

Funding for a portion of this purchase, in the amount of $32,000, is available in the Fiscal Year 2016-17 Public Works Capital Improvements Program account for Playground Replacements. Initial insurance payments in the amount of $45,119.25 have been received, with an additional anticipated initial amount of $66,352.25 to be received in early December. An additional insurance payment of $45,911.50 will be received once the project is completed. The total available funding for this project is $189,383.00. Purchase costs, including installation, is $228,997. The minimum additional required funding is $39,614, and it is recommended that Council transfer $50,000 to fund this amount plus a small contingency. The additional funds would be transferred from the General Fund contingency account (010-0131-510) to the Playground Replacement capital project.

Sufficient funds will be available in PW1512; 301-3070-640.20-25 once all insurance payments and the contingency funding is received.

There is no additional impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

Attachment A - Quotes from Miracle Playsystems, Inc.

Legion Park, Stockton- Cost Summary
11/27/2017

Description	Cost	Estimated Tax	Estimated Freight	Subtotal
17_0889_Legion_002				
Equipment per plan 002	**$74,472**	**$6,702**	**$5,680**	**$86,855**
2017 Miracle Grant Allocation	**-$11,000**			**-$11,000**
Installation of equpiment per plan 002	$25,311			$25,311
New wood fiber to replace existing	$4,935	$444		$5,379
Offload of equipment by installer and transport to site	$850			$850
Removal and disposal of Wood fiber damaged in fire, estimated at 100 yards	$11,000			$11,000
002 Totals				**$118,395**

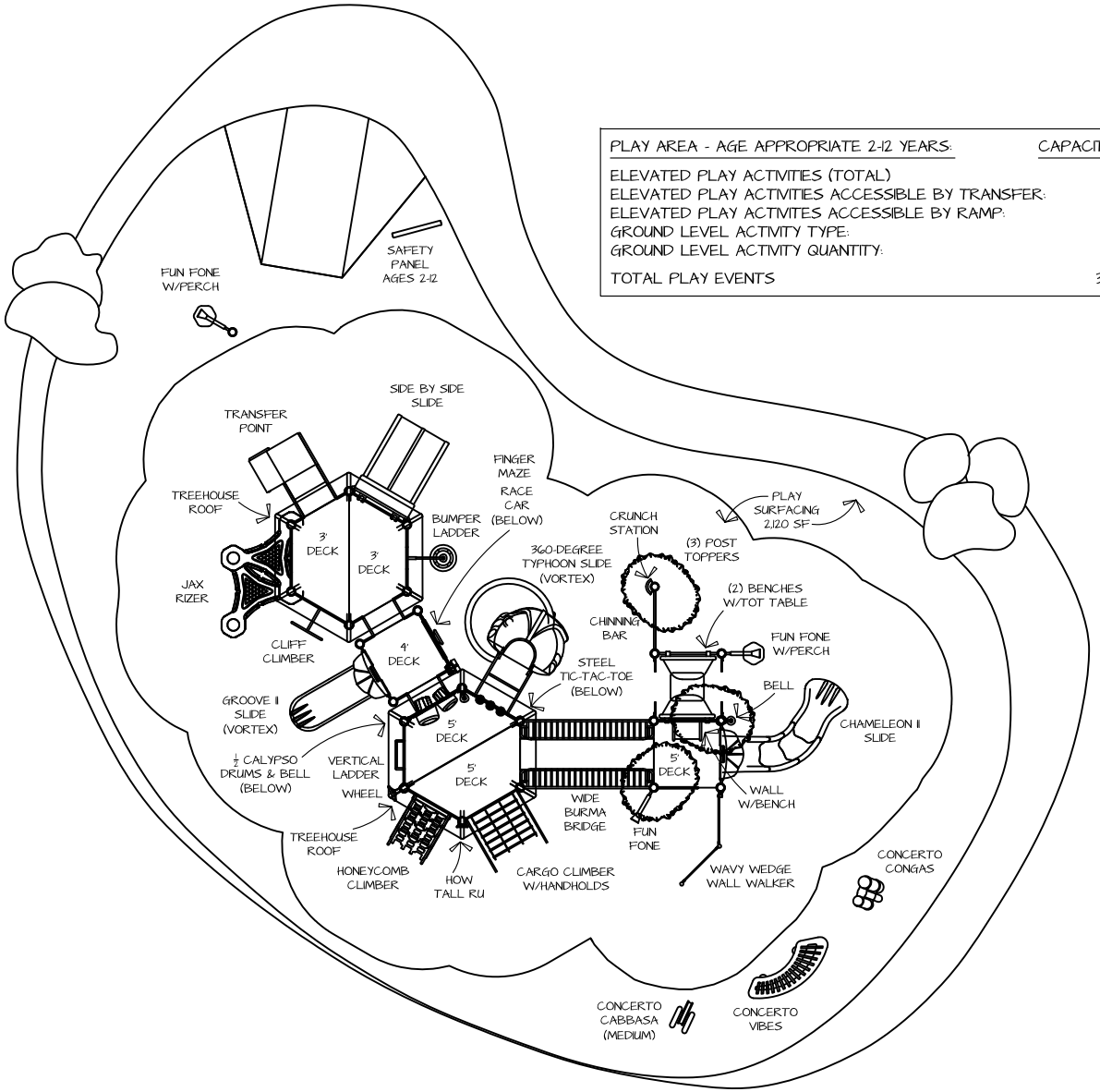
Notes

Demo and dispoal of existing structure, inclusive of footers to be completed by City prior to install.
NJPA Contract #030117-LTS
Lead time on Equipment estimated at 8 weeks
Sales tax based on 9%
Prevailing wages applied to installation services

Permits, bonding, and engineered drawings not included in scope

ATTACHMENT A

PLAY AREA - AGE APPROPRIATE 2-12 YEARS:	CAPACITY: 121-123 CHILDREN		
ELEVATED PLAY ACTIVITIES (TOTAL)	15		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	15	REQ'D:	8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D:	0
GROUND LEVEL ACTIVITY TYPE:	5	REQ'D:	3
GROUND LEVEL ACTIVITY QUANTITY:	17	REQ'D	5
TOTAL PLAY EVENTS	32		



MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

LINEAR FEET:	179 LF	SITE AREA:	SF
CRITICAL FALL HEIGHT:	6'-2" CFH	SCALE:	3/32" = 1'-0"
17_0889_Legion_002		DRAWN BY:	LDV
		DATE:	09-01-2017

Legion Park

Stockton, CA

209





Colors Used In Rendering:

Lavender

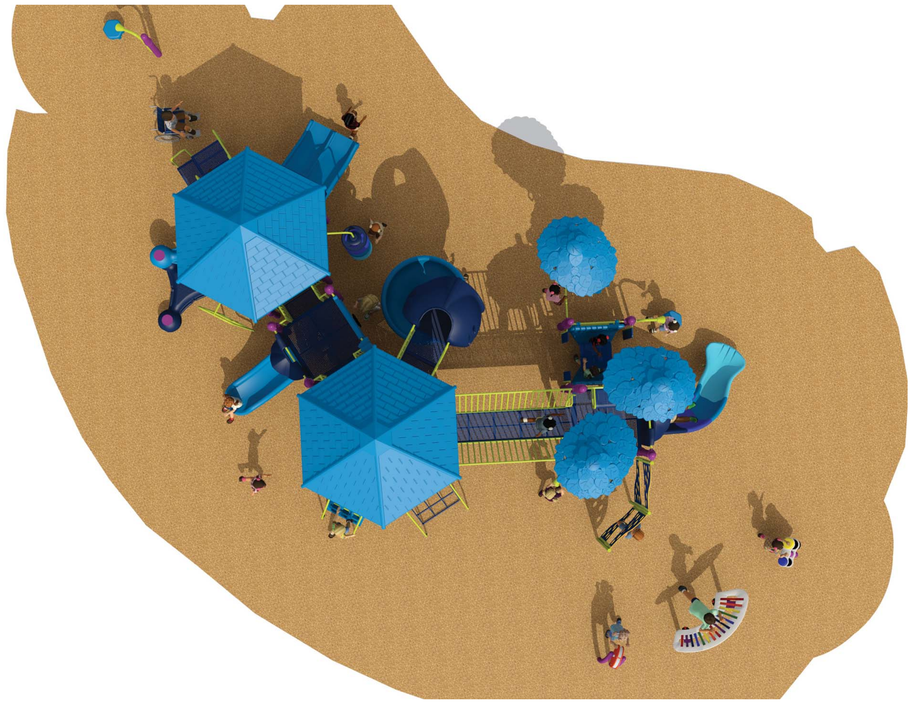
Cobalt

Blue

Cyan

Sky

Chartreuse



Legion Park

Stockton, CA

09-01-2017

17_0889_Legion_002

MIRACLE playsystems DESIGNING PLAY









Legion Park

Stockton, CA

09-01-2017

17_0889_Legion_002

MIRACLE playsystems DESIGNING PLAY

Webber Point, Stockton-Estimated Cost Summary

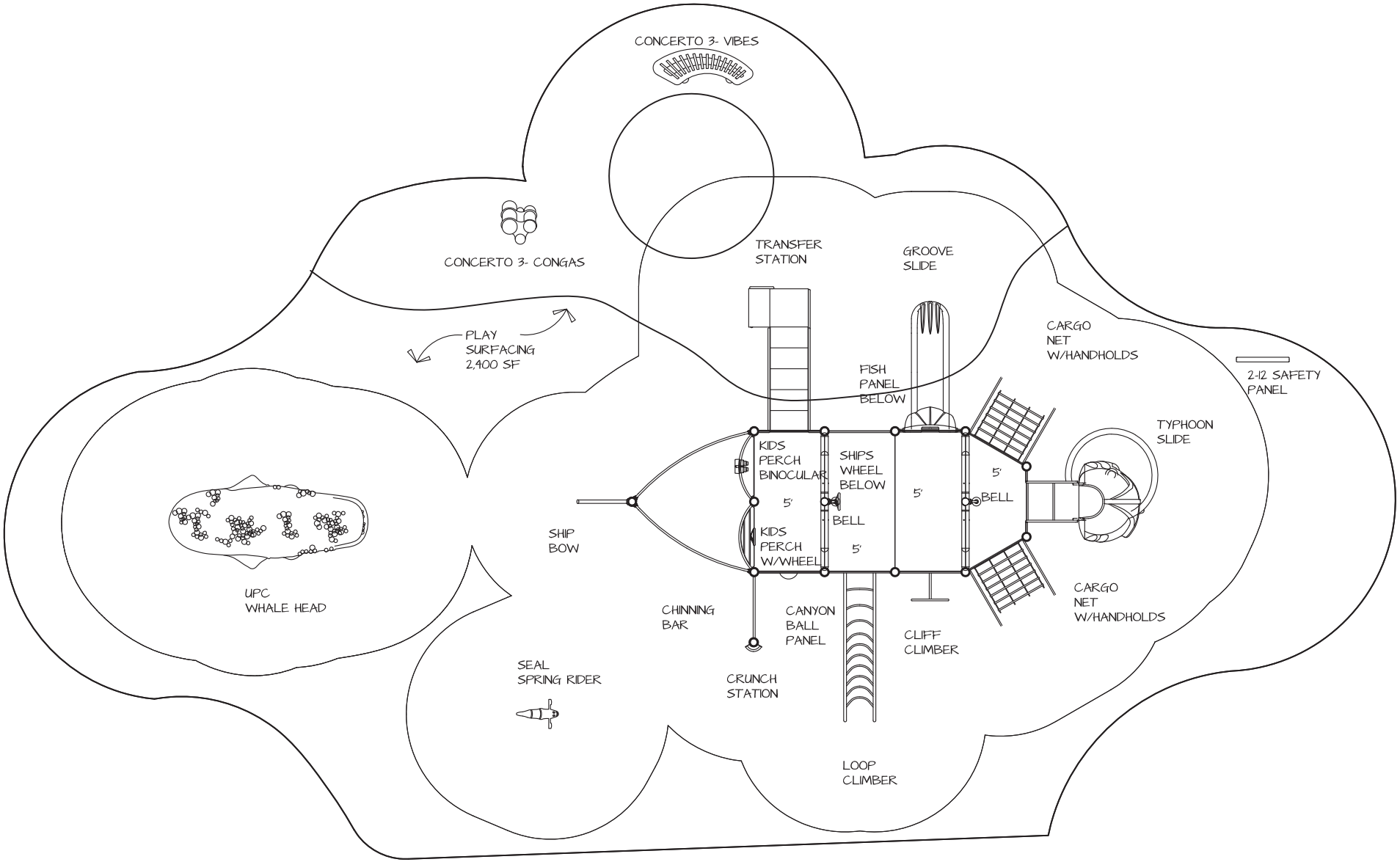
11/27/2017

Description	Cost	Estimated Tax	Estimated Freight	Subtotal
17_0608_Webber_001				
Equipment per plan 001	$66,171	$5,955	$6,617	$78,744
2017 Miracle Grant Allocation	**-$6,300**			**-$6,300**
Installation of equpiment per plan 001	$23,355			$23,355
Removal and Disposal of existing rubber surfacing and buffings and subgrade (assumed to be concrete)	$5,112			$5,112
Offload of equipment by installer and transport to site	$650			$650
Concrete ADA access ramp into box	$2,272			$2,272
Temporary Fencing	$1,980	$178		$2,158
Additional woodfiber	$4,230	$381	$0	$4,611
001 Totals				**$110,602**

Notes

Demo and disposal of existing structure, inclusive of footings, to be completed by City prior to installation of new structure.
NJPA Contract #030117-LTS
Lead time on Equipment estimated at 8 weeks
Sales tax based on 9%
Prevailing wages applied to installation services

Permits, bonding, and engineered drawings not included in scope



ATTACHMENT A

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

LINEAR FEET:	N/A	SITE AREA:	2,400 SF
CRITICAL FALL HEIGHT:	5'	SCALE:	1/8"=1'-0"
17_0608_Webber_001		DRAWN BY:	DT
		DATE:	5-19-17

Webber Point

Stockton, CA.



Webber Point Park- Boat/Shipping Theme

Stockton, CA.

5/19/17

17_0608_Webber_001

MIRACLE playsystems DESIGNING PLAY

Resolution No.

STOCKTON CITY COUNCIL

==========

RESOLUTION APPROVING FINDINGS FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT AMERICAN LEGION PARK AND WEBER POINT EVENTS CENTER THROUGH A NATIONAL JOINT POWERS ALLIANCE CONTRACT WITH MIRACLE PLAYSYSTEMS, INC., AND APPROVING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND CONTINGENCY ACCOUNT FOR THE PLAY EQUIPMENT REPLACEMENT, PROJECT NO. PW1512

The playground at Weber Point Event Center was vandalized on April 10, 2017, and the playground at American Legion Park was vandalized on July 20, 2017. In both cases, the playgrounds were burned to the extent that replacement is necessary; and

The National Joint Powers Alliance (NJPA) is a public agency based in Minnesota that issues cooperative contracts to streamline the procurement process for public agencies and take advantage of volume purchasing which is in the public interest; and

All NJPA contracts are competitively bid, solicited nationally, reviewed, evaluated by a committee, and then recommended to the NJPA Board of Directors for consideration of award; and

For the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center, Project No. PW1512, staff recommends utilizing a NJPA contract with Miracle Playsystems, of Alamo, CA, in the amount of $228,997.00; and

The use of these contracts is optional, and is available to California State and local government agencies. The NJPA established the Cooperative Purchasing Agreement pursuant to a competitive bidding process and the bid specifications used by the NJPA are assessed as compatible to the City's standards; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the following findings in support of granting an exception to the competitive bid process pursuant to Stockton Municipal Code (SMC) section 3.68.070(B):

    a. The NJPA has established a Cooperative Purchasing Agreement for the purchase of playground equipment.

b. The NJPA established this Cooperative Purchasing Agreement pursuant to a competitive bidding process.

c. The bid specification used by the NJPA has been assessed as compatible to the City's standards.

2. The City Council hereby authorizes the City Manager to authorize the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center, Project No. PW1512, through a National Joint Powers Alliance contract with Miracle Playsystems, Inc., of Alamo, CA, in the amount of $228,997.00.

3. The City Council hereby authorizes the City Manager to appropriate and transfer funds in the amount of $50,000 from the General Fund contingency account for the purchase and installation of new playground equipment at American Legion Park and Weber Point Event Center to Playground Replacement, Project No. PW1512.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED December 4, 2017.

MICHAEL D. TUBBS, Mayor
of the City of Stockton

ATTEST:

BRET HUNTER, CMC
Interim City Clerk of the City of Stockton