

CITY OF STOCKTON  
**STANDARD AGREEMENT**

EXHIBIT 1

Agreement Number:

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

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

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

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

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D –
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

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

**CONTRACTOR**

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

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

**CITY OF STOCKTON**

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza, City Clerk

APPROVED AS TO FORM:  
John M. Luebberke, City Attorney

BY:

## **EXHIBIT A STATEMENT OF WORK**

### **1. Project Objectives**

The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bounded by Sacramento County to the north and by Stanislaus County to the south. Approximately 307,000 residents live in Stockton.

The purpose of this solicitation is to identify the most qualified and cost-effective Vendor available to rehabilitate infrastructure at a site contained within the jurisdiction of the City of Stockton (City).

It is the intent of the RFP to determine the most qualified Vendor to which the City could contract with while verifying that project costs are reasonable and comparable to typical industry pricing. Evaluative criterion used to determine qualifications and rank respondents will be addressed in subsequent sections of this document.

### **2. Project Scope**

There are two steel water storage tanks at the Weston Ranch Reservoir site. The most northern tank needs the exterior and interior painted/recoated. The most southern tank only requires the exterior of the tank to be painted/recoated. Also part of the scope of work is making modifications to items such as fixed ladders to meet safety standards. In addition, the hydropneumatic pressure tank will need to have the exterior recoated.

The City along with CSI Services Inc. and Superior Tank Solutions has completed an assessment on these tanks including review of historical information, design information, visual assessments and analytical testing.

- A. The potential for the replacement of roof rafter beams and large plate patches on the floor and rafter connection point replacement, among other steel patching requirements exists. Fee schedule should include costs for corrections and repairs.
- B. The Vendor must include all structural repairs into their base bid for the tanks. Absolutely no contract extras for coating, upgrade, steel repair, or



welding work will be awarded by the City. Instead, include these repairs/corrections in the fee schedule.

Details of the inspection report can be found in Exhibit G and Exhibit H.

### 3. Specifications

The following information addresses the basic details of the City's tanks that require renovation. Methods and procedures for the renovation and repair can be found in subsequent sections of this Statement of work. The information included below is believed to be accurate based on the information the City has available. No change orders will be provided based on an inconsistency in the information provided.

#### Weston Ranch Reservoir North Tank

- Dimensions: Approximately 135'D x 28'H
- Design: 3,000,000 Ground Storage Tank Welded Steel with knuckle roof
- Built in 1990
- Current Interior Coating – Epoxy
- Current Exterior Coating – Urethane
- Tank Access - 1 roof hatch with interior ladder and 2 shell man ways

4. It is the intent of the City to solicit a Vendor possessing the capabilities to coat and repair the City's steel water storage tanks. The City's operational requirements are of paramount importance and will always take priority when conflicts with scheduling arise.
5. It is assumed that all qualified Vendors are fully acquainted with the City's requirements to ensure absolute compliance with City procedures. Each qualified Vendor shall have a duty to request any information from the City as it deems necessary to prepare this price proposal. **No change orders will be granted, or additional compensation permitted once this RFP is submitted to the City and accepted by the City.**
  - a. Work to be accomplished includes furnishing and application of protective coatings and paints to interior and exterior surfaces, and disinfection of interior surfaces, including surface preparation and other work necessary to accomplish the approved end result of a totally protected and usable tank and structure, including all attachments, accessories, exposed piping and appurtenances.
  - b. Work to be accomplished includes repairing/replacing the damage to the rafters and floor resulting from corrosion. From a previous inspection it has been determined that the floor and rafters have substantial metal loss

from corrosion. These areas must be accounted proper repair in the RFP responses. No change orders will be allowed for missed or unaccounted for structural repairs or replacements.

- c. Work to be accomplished includes the supply and installation of all specified safety, sanitary, security and structural upgrades including surface preparation and coating application in compliance with the requirements specified herein.

### **REFERENCE SPECIFICATIONS AND STANDARDS**

- A. Without limiting the general acceptance criterion of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and an ordinance governing the work, City of Stockton requirements, Society of Protective Coating requirements, American Water Works Association recommendations, and Coating Manufacturer's printed instructions, subject to the Engineer's approval.
- B. The MUD Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced code, laws, ordinances, specifications and standards contained herein.
- C. Exterior coatings (and possibly interior coatings) are known to contain, Heavy Metals, in the dried film; the following regulatory requirements shall be applicable at a minimum:
  - 1. 29 CFR 1910 "OSHA General Industry Standards"
  - 2. 29 CFR 1910.134, "Respiratory Protection"
  - 3. 29 CFR 1910.1000, "Air Contaminants - Permissible Exposure Limits"
  - 4. 29 CFR 1910.1020, "Employee Access to Exposure and Medical Records"
  - 5. 20 CFR 1926, OSHA Construction Industry Standards"
  - 6. 29 CFR 1926.59, "Hazard Communication"
  - 7. 29 CFR 1926.62, "Lead Exposure in Construction; Interim Final Rule"
  - 8. 40 CFR 261, "Identification and Listing of Hazardous Waste"
  - 9. 40 CFR 262, "Standards Applicable to Generators of Hazardous Waste"
  - 10. 40 CFR 263, "Standards Applicable to Transporters of Hazardous Waste"
  - 11. 40 CFR 264, "Standards for Owners and Operators of Hazardous Waste Treatment, Storage, & Disposal Facilities"

The unknown quantities of lead and possibly other Heavy Metals are present on the tank(s). On this basis, the successful Vendor must employ regulatory compliant procedures throughout this project and these procedures must be incorporated into the Vendor's base bid. The exact determination of the concentrations of Heavy Metals is the sole responsibility of the Vendor.

In accordance with the state law a Vendor possessing an "A" General Engineering License shall be the prime Vendor for this project. All work pertaining to the installation of protective coatings shall be performed by a Vendor possessing a C-33 License.

- D. The C-33 Vendor shall have experience with the application of 100% solid plural component epoxy coating systems as referenced herein. An attestation referencing this experience will be required from the material manufacturer approved for use.
- E. All onsite Vendor personnel shall possess and be prepared to exhibit proof of current certification in the following areas of safety training:
  - OSHA Fall Prevention
  - Confined Space Entry
  - First Aid / CPR
- F. The C-33 Vendor shall have a California based production center responsible for all field operations.
- G. The A or C-33 Vendor shall possess full time staff employees possessing the following qualifications and available for direct project involvement.
  - NACE III
  - Lead Competent Person Training
  - Society for Protective Coatings QP1 and QP2 Certification

## **RENOVATION INFORMATION WESTON RANCH RESERVOIR NORTH TANK DESCRIPTION & WORK SCOPE:**

### **Interior Conditions and Work Scope**

1. The Tank contains 4 ground-level access hatches, these access hatches will be used for ingress and egress of the tank. Cutting in a larger access point will not be allowed.
2. The Tank contains sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris are deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.
3. Unknown deposits are prevalent on the upper shell around the circumference of the tank. These deposits must be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.

4. The Vendor shall be responsible to maintain an approved coating environment. Dehumidification and ventilation equipment during the interior renovation phase of the project. Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.
5. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mil scale is likely to exist under the existing coating. The abrasive blasting operation must include the removal of all mil scale.
6. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25 % or the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.
7. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, 1/4" steel plates shall be installed over the areas of corrosion degradation. Repairs for pitting or restoration of metal should be included in the fee schedule.
8. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 "Near White Metal" surface cleanliness with a minimum surface profile of between 1.5 and 2.5 mils in the atmospheric zone. 3.5 mils in the immersion zone.
9. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application. The welds should be radiused as per NACE SPO-178.
10. All properly blast cleaned surfaces above the high-water line shall be coated with an NSF 61 approved multiple coat ultra-high solids-based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of totally independent initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 10 mils per coat shall be achieved. Total system

thicknesses shall not be less than NSF 61 requirements. All material applications shall be in strict compliance with manufacturer recommendations. An approved City representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations. Light gray shall be applied for the base coat and white for the top coat.

- a. Sherwin Williams Dura-Plate UHS or an approved equal shall be used for this application.
11. A NSF 61 approved caulking Equal to SIKA 1-A shall be applied to the to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.
12. All properly blast cleaned surfaces below the high-water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
  - a. Sherwin Williams Sherplate PW shall be used for this application.
13. High voltage holiday detection testing shall be employed in all coated areas in accordance with AWWA D.102 and NACE SPO-188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations as per NACE SPO-188.
14. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the City. Upon receipt and authorization by the City, the Vendor shall properly dispose of waste materials.
15. Upon completion of the interior coating's cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with City requirements followed by the initiation of the tank disinfection process. Prior to the disinfection process the Contractor shall provide a letter that the tank is fully cured and ready to be placed into potable

water service. The disinfection shall be performed in accordance with AWWA C.652 "Spray Method #2" recommendations.

16. Upon completion of the disinfection process, all access points shall be sealed and new NSF 61 EDPM gaskets installed with new galvanized hardware. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.

#### **Exterior Coating Work Scope:**

1. The Contractor shall water blast the exterior of the reservoir at 3,500 P.S.I. minimum (SSPC/WJ-4) with Devoe Dev-prep #88 or Great Lakes Extra Muscle Detergent. At no time shall cleaning detergents be allowed to dry on the exterior surfaces. The Contractor shall remove all chalking with an end result equal to ASTM D-4214 result #. A basic "rub test" with a clean white cloth shall be performed prior to the application of any coatings. Should the exterior not pass the "rub test", the exterior shall be pressure washed again or cleaned with a cleaning agent until the required cleanliness is achieved.
2. All areas of coating delamination/flaking (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option "A" testing will be performed. Readings under "3A" will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings. All exterior surface preparation shall confirm with section 2.06 of this specification. All intercoat edges shall be smoothly feathered to a smooth transition prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.
3. Newly installed components and accessories shall receive a SSPC SP6 "Commercial Blast" surface cleanliness with a minimum surface profile of 1.5 mils.
4. Upon completion of proper surface preparation, one spot coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
  - a. Sherwin Williams 646 or equal shall be used for this application
5. Prior to coating the exterior, all areas designed by the City not to be coated on the tank will be protected. This includes instrumentation, name plates, level indicators, or any area the City identifies.
6. One full coat of a solvent based epoxy shall be applied to all areas designated for coating achieving a thickness range of 3-5 mils DFT.
  - a. Sherwin Williams 646 or equal shall be used for this application

7. One full coat of solvent based polyurethane shall be applied over all areas where the epoxy primer was applied. The polyurethane shall be applied to a thickness range of 2-4 mils DFT.
  - a. Sherwin Williams Polysolxanes or approved equal shall be used for this application
  - b. The City shall pre-approve the color selection
8. An approved City representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
9. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City. The Contractor shall be solely responsible for all overspray claims.

#### **Exterior Conditions and Work Scope**

1. The potential presences of lead-based coatings present within the existing coatings requires strict compliance with regulatory standards. The 29 CFR 1926.62 requirements for worker protection are mandatory. The 40 CFR's related to environmental protection must also be strictly complied with as they relate to the generation, handling, onsite storage, manifesting, transportation and eventual disposal of the hazardous wastes that will be generated on this project. The Vendor's disposal of this waste material shall be approved and verified by the City.
2. The Contractor should be responsible for testing and disposal of all waste generated by the Contractors operations.

#### **Structural Work Scope**

1. The known degradation of most of the rafter connection bolts will require the replacement of these bolts as necessary. At replacement of bolts in the fee schedule.
2. The known repair of degraded portions of the interior ring girder at rafter interface locations will be required. Repair of degraded portions of the interior ring girder is to be included in the fee schedule.
3. The roof rafter configuration at the inner ring girder creates inaccessible areas between rafters due to the close proximity of the rafters. Vendor will cut off and grind smooth all rafter ends that extend beyond the ring girder in either direction to eliminate the inaccessible areas created by the overhanging rafters.
4. The potential repair of degraded portions of the interior rafters at their interface with the dollar plate that rests on top of the roof center column will be required.

5. All of the above noted work will require a review and approval from the full-time in-house California Registered Engineer unless the entire component is being replaced with components of equal size and configuration.
6. Additional steel plate patching will likely be required on side shell and floor surfaces. Although this work is not considered to be a structural repair, the patches must be comprised of A-36 carbon steel that is seal welded into place.
7. All welding must be performed by a Certified welder. Certificates shall be available for review and approval by the City. All welding shall be completed prior to any surface or coating application; interior or exterior.

**Site Issues**

1. The site is remote, and security of the work site shall be the responsibility of the Vendor.
2. Dust collectors and overspray mitigation methods must be utilized to prevent dust, debris, or paint from reaching any of the surrounding areas. At no time shall visual dust be allowed from abrasive blasting operations.

**QUALITY ASSURANCE**

1. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures and practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer and/or Inspector.
2. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer or his designated representative. The Vendor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
3. The Vendor is responsible for verification of specification compliance through the employment of NACE and Lead Competent Inspectors. Inspection reports shall be compiled daily and reviewed by these inspectors and provided to the Engineer.
4. The Vendor is responsible for minimizing any disruption to the local residents. Equipment placement shall be designed to minimize noise and all non-hazardous debris (including water mist) must be contained within the perimeter of the site.



Equipment placement and containment efficiency must be pre-approved by the Engineer prior to full scale production.

5. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-VIS 1, ASTM Designation D2200 and NACE Standard TM-01-70. Anchor profile for prepared surfaces shall be measured by using a non-destructive instrument such as a Keene-Tator Surface Profile Comparator or Testex Press-O-Film System.
6. Application: No coating or paint shall be applied; when the surrounding air temperature or the temperature of the surface to be coated or painted is outside of the published material manufacturers recommendations to wet or damp surfaces or in rain, snow, fog or mist; when the temperature is less than 5 deg F above the dew point; when it is expected the air temperature will drop below manufacturers recommendations, or less than 5 deg F above the dew point within eight hours after application of coating or paint. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalents.
7. If above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
8. Owner approval of Vendor's damage prevention procedures and the Engineer's (or his designees) presence on-site does not free the Vendor from responsibility for over spray damage or any other damage associated with the completion of the specified work scope.
9. Dehumidification and Ventilation: Dehumidification equipment must be operated on a continuing basis during all blasting, coating and curing operations, including shifts during which no work is being accomplished and until final cure.

### **COATING WORK GENERAL**

1. All surface preparation, coating, and paint application shall conform to applicable standards of the Society of Protective Coatings, NACE International, American Water Works Association, AQMD and the manufacturer's printed instructions.
2. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained, and transfers of key personnel shall be coordinated with and must be approved by the Engineer.

3. The Vendor shall maintain the same previously approved foreman/supervisor to be at the work site during all cleaning, application and disinfection operations. The supervisor shall have the authority to coordinate work and make other decisions pertaining to the fulfillment of their contract.
4. Vendor shall provide approved sanitary facilities for all Vendor personnel as no existing facilities will be available to the Vendor. Facilities shall be maintained during the project to complete standards established by Owner and shall be removed prior to Vendor's departure from the site at completion of the project.
5. Adherent dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finished surface must be removed by washing with clean rags dipped in a VOC approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
6. The Vendor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Vendor's equipment shall be subject to approval by the Engineer.
7. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
8. Application of the first coat shall follow immediately after completion of final surface preparation and dust removal operations.
9. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the Engineer.
10. Project is subject to intermittent shutdown if, in the opinion of the Engineer, any operations are creating a condition detrimental to the site personnel or adjacent property. In the event of emergency shutdown by the Engineer, Vendor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Vendor.
11. The Vendor shall provide, at his own expense, all necessary power for his operations under the contract.

### **SURFACE PREPARATION, GENERAL**

1. The latest revision of the following surface preparation specifications of the Society of Protective Coatings shall form a part of this specification.
  - a. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
  - b. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools or power sanders.
  - c. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
  - d. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
  - e. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five% of each element of surface area is free of all visible residues.
  - f. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil, where all surface staining is removed.
  - g. Commercial Grade Power Tool Cleaning to Bare Metal (SSPC-SP15): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil.
2. Interior blast cleaning shall be by dry method unless otherwise directed.
3. Particle size of abrasives used in blast cleaning shall be that which will produce a minimum of a 3.0 mil surface profile in the emersion zone, or as recommended of the manufacturer of the specified coating or paint system to be applied, subject to approval of the Engineer.
4. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. No sand should be allowed. The Contractor should only use grit type ARB approved abrasives that will provide a sharp angular anchor profile.

5. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the Engineer.
6. The Vendor shall keep the area of his work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the workers or the existing facilities. Spent abrasives and other debris shall be removed at the Vendor's expense, as directed by the Engineer.
7. Blast cleaned and coated/painted interior surfaces shall be cleaned prior to application of specified coatings or paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as necessary to achieve a clean surface condition. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
8. Prior to initiating the interior abrasive blasting operation, all sludge, silt and debris shall be removed from the interior of the tank. This debris shall be removed from the tank, transported, and appropriately disposed at the Vendors expense. Disposal location shall be approved by the Engineer. Disposal verification shall subsequently be provided.
9. Exterior surfaces (previously coated steel surfaces) shall be initially cleaned by a pressurized water wash-down procedure followed by spot cleaning of rusted areas in accordance with SSPC SP 3 requirements. The intent of the pressurized water wash-down is to remove all chalking and surface debris while ensuring that the remaining coatings are sufficiently adherent to resist delamination during this procedure. If there proves to be hazardous constituency in the existing coatings, 100% of all debris generated during the wash-down and spot repair operations must be contained within an appropriately designed temporary containment structure. All onsite handling, storage, and off-site disposal must be performed in accordance with SSPC Guide 7 recommendations and all regulatory requirements.
10. In the event that exterior surface preparation is performed while the tank is in service, the Vendor is responsible for ensuring that residual water, dust, debris or any other by-product of the exterior surface preparation operation does not enter the tank. The Vendor shall seal all entry points such as hatches and vents but shall not compromise the designed ventilation capabilities of the tank. The Engineer reserves the right to put the tank back into service immediately upon completion of interior coating and curing. All costs related to sealing and protecting the tank interior as referenced above are the responsibility of the Vendor.
11. All vents shall be protected with HEPA vent material. The protective vent material shall be removed at the end of shift to prevent the tank from implosion. The Contractor shall be held solely responsible for any contamination of the water.

**APPLICATION, GENERAL**

1. Coating and paint application shall conform to the requirements of the SSPC Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting", the American Water Works Association, AQMD and the manufacturer of the coating and paint materials printed literature and as specified herein.
2. Thinning shall only be permitted as recommended by the manufacturer, in compliance with the NSF/61 requirements, and approved by the City representative and shall not exceed limits set by applicable regulatory agencies.
  - a. If Vendor applied any coatings which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Vendor shall be responsible for any fines, costs, remedies, or legal action and cost which may result.
3. Each application of coating and paint shall be applied evenly, free of brush marks, sags, runs and no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes. The end product shall be even in color and appearance.
4. Protective coverings or drop cloths shall be used to protect surfaces not intended to be coated/painted. Personnel entering tank or walking on the exterior roof shall take precautions to prevent damage or contamination of coated or painted surfaces. If required by Engineer, personnel shall wear soft soled shoes, or shoe coverings approved by Engineer. Surfaces from which such material cannot be removed satisfactorily shall be repainted or recoated as required to produce a finish satisfactory to the Engineer.
5. All material shall be applied as specified herein.
6. All interior tank irregular surfaces shall receive a brush coat of the specified product prior to or during application of the prime coat. Coatings shall be brushed in multiple directions to ensure penetration and coverage. These areas include, but are not limited to, welds, nuts, bolts, edges, ladder stringers and ladder rungs.
7. The Vendor shall provide the Engineer submittals detailing the type of equipment to be used and the method of use. These submittals must include noise abatement procedures as required to completely eliminate any disturbance to the surrounding City. All costs associated with these procedures shall be borne by the Vendor and included in the base bid. Absolutely no extra charges for climate control will be approved by the Engineer.

8. At the conclusion of each day's blast cleaning and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating point of origin for successive day's blast cleaning operations. If dehumidification is employed or ambient conditions permit, this 6" strip shall remain at any point of material application.
9. Epoxy primed interior surfaces exposed to excessive sunlight (hatch and vent locations) or an excessive time interval beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient profile depth to assure a mechanical bond of subsequent coat.
10. In the event that exterior coatings are applied while the tank is in service, the Vendor is responsible for ensuring that the surface temperature remains 5 degrees above the dew point during application and initial curing. The cost of all resulting delays shall be borne by the Vendor.

**Sanitary / Safety/ Security Work Scope:**

1. Provide and Install a new DDW compliant 48" mushroom vent with a compliant non-corrodible mesh screen to replace the existing roof vent. Old vent shall be removed and hauled off for disposal by the Vendor.
2. Provide and Install a new 36" "shoe box" style aluminum locking roof hatch to replace the existing roof hatch. The old hatch shall be removed and hauled off for disposal by the Vendor.
3. Replace existing access ladder safety climb with a new OSHA compliant flex cable safety climb.
4. Provide and Install 6 (six) OSHA compliant tie off points on the tank roof at locations of the City's choosing.
5. Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access.
6. Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.
7. Provide and Install caulking/grout between the tank and concrete foundation. Old caulking shall be removed prior to installation of the new material.
8. Provide and Install a complete full travel mechanical liquid level indicator system.

9. Existing interior piping shall be removed and hauled off for disposal by the Vendor.
10. New vent screens and manway gaskets to be installed and new rubber gaskets at the CP access holes installed.

### **QUALITY CONTROL**

1. All plural component coatings and paints shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
2. Each application a sample shall be sprayed onto plastic and marked with the date and time of application including the batch number. This sample shall retained be given to the project Engineer.
3. Plural Component Coatings: After each component of the plural component coating system has been thoroughly heated, the Contractor shall perform a paint pump ratio test prior to each application in the presence of the Inspector.
4. The Contractor shall place two new see-through containers with preprinted volumetric marks on a flat surface. The hose valve for each component shall be opened simultaneously and each component flow rate shall be allowed to stabilize by pouring the discharging materials into separate disposable containers. After the flow is stabilized, the hoses shall be transferred to the pre-printed volumetric containers and the valves shall be shut off after one of the containers has been filled, depending on the mixing ratio recommended by the Manufacturer. If the volumetric quantity of coating in the containers does not match the Manufacturer's recommendation, the Contractor shall reduce or increase the pressure and temperature until it meets the specified mixing ratio. No spraying shall be performed until the ratio test result has been accepted by the Inspector.
5. All plural component pump gauges shall be in working order prior to any application, if gauges are not working, they shall be immediately replaced. All gauges shall be in the zero position when pump is off. If the pump error alarm goes off the Contractor shall immediately shutdown and repair the pump.
6. All paints & coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Paints & coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.
7. Thinners shall be added to paints & coatings only as required in accordance with manufacturer's printed literature. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.

8. Application shall be as directed by the manufacturer and approved by the Engineer. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions. Interior epoxy coats shall be color differentiated.
9. Care should be exercised during interior tank spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All overspray shall be removed as directed by the Engineer.
10. All fugitive dust, debris and overspray generated during the interior tank surface preparation and coating application operations shall be confined within the tank or the containment structure. All venting through the roof vents must be controlled and 100% contained.
11. Care should be exercised during exterior operations to achieve an irregularity free and aesthetically pleasing paint system. Runs, sags and drips will be required to be smoothed and over-coated.
12. All fugitive dust, debris, water mist, roller spatter, dry spray and overspray generated during the exterior surface preparation and coating application operations shall be confined within the containment structure.

## **FINAL CURING**

1. Upon completion and acceptance of the interior epoxy coating system, the Vendor shall furnish an approved exhaust fan or blower of sufficient capacity to ensure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.
2. Operation and maintenance of blower during curing operations shall be the responsibility of the Vendor. This responsibility includes verification of safe operation and re-fueling. The blower operation or verification process must not present a disturbance to the surrounding City.

## **REPORTS**

1. Upon completion of the work on the tank(s), a comprehensive narrative and photographic report shall be provided to the City that depicts all equipment, methods and procedures used in the satisfactory completion of this work. Before



and after photographs shall be included along with in process photographic documentation.

2. Comprehensive photographic and narrative reports shall also be provided to the City upon completion of the 11-month warranty inspection.

## **SAFETY AND HEALTH REQUIREMENTS**

The vendor is responsible for the safety of their employees and equipment. In addition, the vendor is responsible for understanding and knowing the regulations and laws that need to be followed to keep their employees and equipment safe. Below is not a comprehensive list of safety and sanitary requirements.

1. Should the presence of heavy metals in the existing exterior coating system and the inevitable disturbance of these coatings will require the Vendor's strict compliance with OSHA 29CFR 1926.62 worker protection regulations.
2. The potential health concerns will require 100% containment of all generated debris in accordance with SSPC Guide 6. The disturbance of existing coatings as a result of exterior spot repair can be performed using power tools. These power tools must be designed to accomplish full containment and shall employ HEPA filtered vacuum attachments. On-site handling and temporary storage of hazardous debris shall be performed in accordance with SSPC Guide 7 and approved by the Engineer.
3. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by the Engineer to facilitate inspection and be moved by the Vendor to locations requested by the Engineer.
4. Ventilation: Where ventilation is used to control hazardous exposure within the tank, all equipment shall be explosion-proof or industrial design and shall be approved by the Engineer. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist by ducting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air induction during blast cleaning and coating application operations is mandatory.
  - a. Ventilation system shall be furnished and installed by the Vendor. The Vendor shall make modifications to the ventilation system as required to ensure a safe working environment and proper removal of all solvent vapors. Upon completion of the final curing period, as determined by the Manufacturer, the Vendor shall remove the ventilation system.

5. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respiratory and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
6. Grounding: Blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
7. Illumination: Spark-proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the Engineer, the Vendor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.
8. Toxicity and Explosiveness: The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. All regulations related to safety personnel and handling of such materials shall be strictly adhered to.
9. Protective Clothing: Coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints, workmen shall wear gloves, eye shields and any other protective equipment deemed necessary.
10. Fire: During mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by the Vendor and kept at the jobsite during all operations.
11. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Vendor shall provide and require the use of approved ear protective devices.
12. General sound levels for project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the Engineer.

**INSPECTION**

- A. The City will employ an inspector to verify compliance with all specification attributes. This does not relieve the Vendor from performing all quality control/quality assurance duties. The Vendor's in-house inspector shall verify specification compliance at each inspection hold point prior to notifying the City's Inspector. In the event that the City inspector is notified to perform inspections and the inspection attributes are deemed unsatisfactory the City may back-charge the Vendor for inspection time and travel expenses.

**CLEANUP**

1. Upon completion of the work, all staging, protective plastic, tape and containers shall be removed from the site in a manner approved by the Engineer. Coating spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the Vendors work shall be cleaned, repaired or refinished to the complete satisfaction of the Engineer at no cost to the City. Upon final project completion, the site shall be returned to its pre-work condition

**OMISSIONS**

1. Care has been taken to delineate herein those surfaces to be repaired, replaced, coated and painted. However, if requirements have been inadvertently omitted from this section or any other section of the specification, it is intended the subject tanks be rehabilitated to achieve a structural condition commensurate with their "as new" condition. The coating and painting operations shall also achieve final conditions commensurate with the tanks "as new" condition. All work shall be in full compliance with all Federal State and local requirements regardless of their specific inclusion into this document.

**WARRANTEE**

- A. All work performed on interior and exterior surfaces of the subject tanks shall be warranted in accordance with California State Law and AWWA D-102-11 for a period of one year. The City shall notify the Vendor and perform an 11-month warranty inspection to determine the presence of defect conditions and the need for re-work.

**3.1 CITY RESPONSIBILITIES**

City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.

**4. Major Deliverables**

Exterior Painting of the steel storage tanks and the hydropneumatic pressure tank.

Interior painting for the northern steel storage tank.

Completing repairs based on the CSI Inspection Reports.

The painting and repairs must meet all the standards for storage tanks that are used for public drinking water.

Complete all repairs and cleaning to allow the City to place the storage tanks back to service.

Ladders/platforms or other safety related items must be brought to current OSHA safety standards.

**5. Tasks That Support the Deliverables**

Final inspection and acceptance shall be at destination. Although source inspection by the City is not anticipated, the City reserves the right to conduct such inspection as it deems appropriate.

**6. Internal and External Standards and Guidelines**

The performance of said work and the furnishing of said materials shall be executed in accordance with section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Motion No. 03-0707, effective December 1, 2003, and the provisions of the issued project specifications.

By submitting a bid, bidder guarantees that the product they propose to furnish shall be of the highest quality and shall meet the intent of the specifications free from defects in material and workmanship. The City shall have the right to reject any product, which does not conform to such guarantee, and return same, at Vendors' expense, for correction or replacement.

**7. Criteria of Acceptance for Deliverables**

In addition to the resident inspector or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call

the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue with which it disagrees to the inspector for decision by the Deputy Director of Water.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

Inspector will have authority to disapprove or reject Work which inspector believes to be defective, or that inspector believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Inspector will also have authority to require special inspection or testing of the Work as provided in this section, whether or not the Work is fabricated, installed, or completed General Conditions 00700-7 Contractor shall give inspector timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish inspector the required certificates of inspection or approval. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for City's and inspector's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to.)

## 8. **Notices**

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

**Contractor:** Superior Tank Solutions  
Keith Myers  
9500 Lucas Ranch Road  
Rancho Cucamonga, CA 91730

**City:** City of Stockton  
 Attn: City Manager  
 425 N. El Dorado Street  
 Stockton, CA 95202

9. **Key Personnel**

**Delta Water Treatment Plant  
11373 N Lower Sacramento RD  
Lodi, CA 95242**

10. **Option to Renew.**

This is a one-time project.

**NOTE:** The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

### **Insurance Requirements for Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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 (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Stockton, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Other Insurance Provisions***

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

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

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

***Claims Made Policies – (Note – applicable only to professional and/or pollution liability)***



If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to

require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond (or Labor and Material bond)
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### ***Special Risks or Circumstances***

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

### ***Certificate Holder Address***

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

City of Stockton  
400 E Main Street, 3rd Floor – HR

REV 2017\_09\_01

Attn: City Risk Services  
Stockton, CA 95202

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

**9. Contractor's Status.**

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

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

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

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

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

## **10. Subcontractor.**

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

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

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

## **11. Termination.**

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

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

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

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

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

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

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

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

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

**18. Records and Audits.**

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

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

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

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

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

**23. No Personal Liability.** No official or employee of City shall be personally liable



to Contractor in the event of any default or breach by the City or for any amount due Contractor.

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

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

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

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

**28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

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

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

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

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

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

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

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

**EXHIBIT D****PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

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

**3. Time for Performance.**

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

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

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

#### **4. Standard of Performance**

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

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

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

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

#### **5. Compensation**

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

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

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

## **6. Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

## **7. Reports and Information**

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

**8. Findings Confidential**

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

**9. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

**10. Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

## EXHIBIT E

### COMPENSATION SCHEDULE

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

#### 1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$ 1,172,601 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

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

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

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

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

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 0%.



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

Fee schedule to be provided by vendor.

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

City of Stockton MUD Department  
Attention: Program Manager III, Water Division  
11373 N Lower Sacramento RD  
Lodi, CA 95242

**EXHIBIT F**

**TIMELINE**

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

- 1.1 **TIMELINE FOR COMPLETION OF WORK**

Work must be completed within six months of receiving the purchase order.

EXHIBIT G  
CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

EXHIBIT 1

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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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.

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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)

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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

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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.

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- 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



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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

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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.

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- 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

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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

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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

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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)

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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

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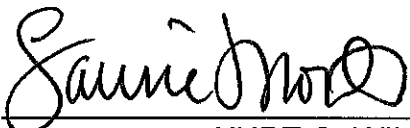
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**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

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# COMMUNITY WORKFORCE AND TRAINING AGREEMENT FOR THE CITY OF STOCKTON

## INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations performed for and within the City of Stockton and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects subject to this Agreement, and to support the efforts of the City to increase employment opportunities for workers who reside in Stockton, to help increase training and employment opportunities for the City's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools.

**WHEREAS**, the City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including buildings, parks, entertainment venues, golf courses, utility systems, the transportation system and other facilities; and

**WHEREAS**, the City undertakes and anticipates undertaking many of the projects identified in the current and proposed Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of threshold set forth in this Agreement; and

**WHEREAS**, the City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves; and

**WHEREAS**, the City has determined that applying the same Agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors; and

**WHEREAS**, large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by Unions affiliated with the San Joaquin Building and Construction Trades Council ("the Council") and employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

**WHEREAS**, it is recognized that projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

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**WHEREAS**, the interests of the general public, the City and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption due to labor disputes; and

**WHEREAS**, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

**WHEREAS**, unemployment rates in Stockton have been consistently higher than in California as a whole and statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate; and

**WHEREAS**, due to the lack of jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic, increased pollution, and other serious environmental impacts; and

**WHEREAS**, because of the shortage of local jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the day; and

**WHEREAS**, absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole; and

**WHEREAS**, the contracts for the construction of the projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws and regulations; and

**WHEREAS**, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the projects; and

**WHEREAS**, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects that will be subject to this Agreement; and

**NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:**

**ARTICLE I**  
**DEFINITIONS**

- 1.1 "Agreement" means this Community Workforce and Training Agreement.
- 1.2 "City" means the City of Stockton and its public employees, including managerial personnel.

1.3 "Contractor(s)/Employer(s)" or "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the City or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.4 "Construction Contract" means a contract awarded by the City for public work within the meaning of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

1.5 "Project" means any construction project of the City whose value as determined by the higher of the engineer's estimate of the total cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project, exceeds one million dollars (\$1,000,000). By mutual consent of the City and the Council, this threshold amount may be reduced to an amount not below two hundred and fifty thousand dollars (\$250,000) after one year from the effective date of this Agreement.

1.6 "Union" or "Unions" means the San Joaquin Building and Construction Trades Council, AFL-CIO ("the Council") and any other labor organization, including those affiliated with the Council, signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions").

1.7 "Stockton Resident" means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

1.8 "Local Area Resident" means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County according to the criteria set forth in Stockton Municipal Code Section 3.68.095(I)(3) for Stockton Residents.

1.9 "Project Manager" means the business entity or City employee designated by the City to oversee all phases of construction on the Project.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, which shall be on file with the City.

1.11 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch List" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Project may be completed in phases and Completion of any such phase may occur prior to Completion of the Project.



**ARTICLE II**  
**SCOPE OF AGREEMENT**

2.1 Parties: The Agreement shall apply and is limited to the City and all Contractor(s)/Employer(s) performing construction contracts on the Project, including surveying and on-site testing and inspection where such work is traditionally covered by a Master Agreement with a Union, and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts identified by the City as part of the Project. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Project. Should the City suspend or remove any individual contract from the Project and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.11 of this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, on-site soils and material inspection and testing, and demolition of any existing structures required to be performed to complete the Project. This Agreement shall apply to any start-up, calibration, commissioning, performance testing repair, and operational revisions to systems and/or subsystems for the Project performed after completion, unless it is performed by City employees. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all onsite fabrication work over which the City or any Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This Agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current "Master Agreement" or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be considered Covered Work; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by bid specifications.

2.4 Exclusions from Covered Work

2.4.1 The Agreement shall be limited to construction work on the Project and is not intended to, and shall not affect or govern the award of public works contracts by the City which are not a part of the Project.

2.4.2 The Agreement shall not apply to a Contractor's/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.3 This Agreement shall not apply to work by employees of the City.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, City or other governmental bodies or their contractors; or by public or private utilities or their contractors that is not part of the Project.

2.4.5 This Agreement shall not apply to the Project where the Agreement is prohibited by state or federal law or where the express conditions for the receipt of non-de minimis state or federal funding prohibit the City from applying this Agreement to the Project.

2.5 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor(s)/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance Committee and the Grievance and Arbitration Procedure set forth in Article XII.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge ("NTL") Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII, XIII of this Agreement shall apply to such work.

2.7 Award of Contracts. It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.



**ARTICLE III**  
**EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall be included as a condition of the award of Construction Contracts for the Project. By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s)/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s)/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s)/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement shall only be binding on the signatory parties hereto, their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

**ARTICLE IV**  
**WORK STOPPAGES, STRIKES, SYMPATHY**  
**STRIKES AND LOCKOUTS**

4.1 The Unions, City and Contractor(s)/Employer(s) agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor(s)/Employer(s) on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor(s)/Employer(s) on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s)/Employer(s) covered by the Agreement.

(3) If a Master Agreement between a Contractor(s)/Employer(s) and the Union expires before the Contractor(s)/Employer(s) completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor(s)/Employer(s) gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor(s)/Employer(s) on said contract for work covered under this Agreement and the Union and the Contractor(s)/Employer(s) agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor(s)/Employer(s). If the new or modified Master Agreement reached between the Union and Contractor(s)/Employer(s) provides that any terms of the Master Agreement shall be retroactive, the Contractor(s)/Employer(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the Project within seven (7) days after the effective date of the new or modified Master Agreement.

4.1.1. Notification: If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The Senior Executive of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XII. Notice to the arbitrator shall be



by the most expeditious means available, with notices by facsimile, electronic mail or telephone to the party alleged to be in violation, to the City, to the Council and to the involved Local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex-parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.



**ARTICLE V**  
**PRE-CONSTRUCTION CONFERENCE**

5.1 The Project Manager shall convene a pre-construction conference to be held at least fourteen (14) days prior to the commencement of each construction phase, at a time and location mutually agreeable to the Council. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

5.2 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE VII**  
**UNION SECURITY**

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the Local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE VIII**  
**REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require

equal employment opportunities and non-discrimination. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s)/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s)/Employer(s), the Contractor(s)/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.5 The parties to this Agreement support the development of increased numbers of skilled construction workers from the City of Stockton and San Joaquin County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, Local Area Residents, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

## **ARTICLE IX**

### **WAGES AND BENEFITS**

9.1 All Contractors/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds established by such appropriate local agreements. The Contractor(s)/Employer(s) authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s)/Employer(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the City to the extent such Master



Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

9.4 During the period of construction on this Project, the Contractor(s)/Employer(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s)/Employer(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

9.5 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

#### **ARTICLE X** **EMPLOYEE GRIEVANCE PROCEDURE**

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

#### **ARTICLE XI** **COMPLIANCE**

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors'/Employers' compliance with this Agreement.

#### **ARTICLE XII** **GRIEVANCE ARBITRATION PROCEDURE**

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or City on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or City, or his/her designee, or the representative of the employee, and the representative of the involved Contractor(s)/Employer(s) shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor(s)/Employer(s) involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of two (2) representatives of the City; and one (1) representative of the Project Manager, and three (3) representatives of the San Joaquin Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. If any of the arbitrators listed below or in Article 4 is no longer working as a labor arbitrator at the time of selection, the City and the Council shall mutually agree to a replacement. In addition, the City and the Council may mutually agree to add additional arbitrators to those listed below.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. William Engler

12.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The decision of the Arbitrator shall be



final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

### **ARTICLE XIII** **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XIV MANAGEMENT  
RIGHTS**

14.1 The Contractor(s)/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

**ARTICLE XV  
HELMETS TO HARDHATS**

15.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

15.3 Nothing in this Article shall be interpreted to preclude any Contractor(s)/Employer(s) that is not signatory to a Master Agreement to utilize an alternative plan or program for recruiting, training and facilitating construction industry employment opportunities for military veterans and members of the National Guard and Reserves. Before utilizing such alternative program on the Project, such Contractor(s)/Employer(s) shall provide the City with a description of such plan or program.

**ARTICLE XVI  
DRUG & ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.



**ARTICLE XVII**  
**TERM SAVINGS CLAUSE**

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s)/Employer(s), the unions will no longer be bound by the provisions of Article IV.

**ARTICLE XVIII**  
**LOCAL HIRE, PRIORITY APPRENTICE AND WORKFORCE**  
**DEVELOPMENT PROGRAM**

18.1 The objective of the City in creating this Local Hire, Priority Apprentice and Workforce Development Program is to enhance and encourage employment opportunities for Stockton residents and to enable effective construction career pathways for Local Area Residents through California State approved Joint Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

18.2 Local Hire. The City establishes the following Local Hire goals and commitments:

18.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union, qualified and available, Local Area Residents for Project work. The parties agree to a goal that Stockton residents shall perform a minimum of 50% of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of Stockton residents are not available to fulfill the 50% local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Stockton resident workers and in utilizing their hiring hall procedures to facilitate this 50% goal.

18.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to Stockton businesses through the City's Local Business Preference Ordinance. In furtherance of this commitment, the parties agree that such

Stockton contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
  - (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
  - (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
  - (4) have the ability to perform safely the basic functions of the applicable trade;
- and
- (5) are Stockton residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

18.2.3 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility under Section 18.2, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

### 18.3 Priority Apprenticeship and Workforce Development

18.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

18.3.2 The parties agree to a goal that 50% of apprentices employed on the Project shall be residents of the City of Stockton or other Local Area Residents. In achieving this goal, at-risk youth who reside in the following zip codes within the City of Stockton, shall be given priority in the apprenticeship recruitment process: 95202, 95203, 95204, 95205, and 95206. If sufficient numbers of Stockton residents are not available, then a good faith effort will be made by the Unions to utilize residents of San Joaquin County. All apprentices referred to Contractors under this



Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

18.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 18.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

18.4 Good Faith Efforts. A Contractor or subcontractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprenticeship and Workforce Development Program goals of the City. The Contractor or subcontractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

18.4.1 Within seven (7) calendar days after Notice to Proceed, the Contractor or subcontractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprenticeship and Workforce Development Program goals.

18.4.2 The Contractor or subcontractor shall notify the Project Manager of the City by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

18.4.3 The Contractor or subcontractor may use the "Name Call", "Rehire" or other available hiring hall procedures to reach the goals of this Article XVIII.

#### 18.5 Enforcement, Compliance and Reporting

18.5.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Stockton and Local Area Residents work hour utilization on the Project and Local Area Residents; and 2) documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

18.5.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Workforce Development Program and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor or subcontractor has not complied with the goals or demonstrated good faith efforts to

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprenticeship and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

**ARTICLE**  
**XIX TERM**

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

CITY OF STOCKTON

[Signature]  
Name: KURT O. WILSON  
Title: CITY MANAGER

Date: 8/24/16

ATTEST:

By: [Signature]  
BONNIE PAIGE, CITY CLERK



APPROVED AS TO FORM

By: [Signature]  
JOHN M. LUEBBERKE  
CITY ATTORNEY

APPROVED AS TO FORM

By: [Signature]  
DANIEL CARDOZO

Title: ATTORNEY AT SAN JOAQUIN OTC

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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CITY OF STOCKTON

\_\_\_\_\_  
Name: KURT O. WILSON  
Title: CITY MANAGER

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

By: \_\_\_\_\_  
BONNIE PAIGE, CITY CLERK

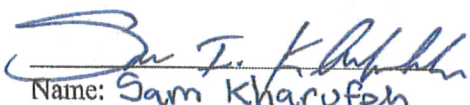
By: \_\_\_\_\_  
JOHN M. LUEBBERKE  
CITY ATTORNEY

APPROVED AS TO FORM

By: \_\_\_\_\_  
DANIEL CARDOZO

Title: \_\_\_\_\_

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-  
CIO COUNCIL

  
Name: Sam Kharoufeh  
Title: Secretary/Treasurer

Date: 8/24/16



UNIONS

Daniel D. Chivello  
Electrical Workers # 595.

R. L. H.  
Sheet Metal Workers # 104

Mark L. Sloan  
Boilermakers # 549

Robert H. H.  
Cement Masons # 400

CH. CH.  
District Council # 16

Chris Gray  
Heat & Frost Insulators & Asbestos # 16

Off of E.  
Iron Workers # 378

Miguel Siqueira  
Underground Utility/Landscape # 355

Joseph B. Torack  
Sign & Display # 510

James S. Quinn  
Operator Engineers # 3

Pat Bell  
Northern California Carpenters Regional  
Council on behalf of itself and its  
affiliated local Unions

Keith Shub  
Plasterers and Cement Masons # 300

William T. Bz  
Plumbers and Pipefitters # 442  
ON BEHALF OF BUSINESS MANAGER SHAWN  
BARRICK, BONES MEAT PACK & WATER  
Road Sprinkler Fitters # 669

W. H.  
Roofers and Water proofers # 81

Karl Pireco  
Iron Workers # 178

R. B.  
Laborers # 73

K.  
Teamsters # 439

**Addendum A**

**CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT**  
**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
(Name of Contractor Representative)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
CSLB # or Motor Carrier Permit

# PROPOSAL DOCUMENTS

- A) RFP – WESTON RANCH – TANK COATING
- B) PUR 19-055
- C) MARCH 5, 2020

**COMPANY NAME:** Superior Tank Solutions, Inc.

**CONTACT NAME:** Keith Myers

**ADDRESS:** 9500 Lucas Ranch Road

Rancho Cucamonga, CA 91730

**TELEPHONE NUMBER:** 916-869-4464

**EMAIL:** kmyers@superiortanksolutions.com

CITY OF STOCKTON  
REQUEST FOR PROPOSAL (RFP)

**PROPONENT'S AGREEMENT**

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at [www.stocktonca.gov/MUDbid](http://www.stocktonca.gov/MUDbid) .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

Superior Tank Solutions, Inc.

VENDOR



SIGNED BY

(909) 912-0599

TELEPHONE NO./FAX NO.

MTasch@SuperiorTankSolutions.com

E-MAIL ADDRESS

9500 Lucas Ranch Rd, Rancho Cucamonga, CA 92730

ADDRESS

President

TITLE OR AGENCY

2-29-2020

DATE



**NON-COLLUSION**  
**AFFIDAVIT FOR INDIVIDUAL PROPONENT**  
 No. 1  
 STATE OF CALIFORNIA, \_\_\_\_\_ )ss.  
 County of \_\_\_\_\_ )  
 (insert)

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

\_\_\_\_\_  
 (Signature Individual Proponent)

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**AFFIDAVIT FOR CORPORATION PROPONENT**  
 No. 2  
 STATE OF CALIFORNIA, \_\_\_\_\_ )ss.  
 County of San Diego )  
 (insert)

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

Matthew E. Tasch  
 (Signature Corporation Proponent)

Subscribed and sworn to (or afVendored) before me on this 29<sup>th</sup> day of February, 2020  
 by Matthew E. Tasch, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature Dylan Scofield



**AFFIDAVIT FOR VENDOR, ASSOCIATION, OR CO-PARTNERSHIP**  
 No. 3  
 STATE OF CALIFORNIA, \_\_\_\_\_ )ss.  
 County of \_\_\_\_\_ )  
 (insert)

each being first duly sworn, depose and say: That they are a member of the Vendor, association or co-partnership,

designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, Vendor or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_



**Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating**

March 3, 2020

Danny Trejo, Municipal Utilities,  
City of Stockton  
425 North El Dorado Street, Stockton, CA 95202

**Regarding: RFP for Weston Ranch – Tank Coating – PUR 19-055 – March 5, 2020**

Dear Mr. Trejo,

Superior Tank Solutions, Inc. (STS) is pleased to provide this response to the Request for Proposals to the City of Stockton. This document completely addresses all the requirements detailed in the Request.

Along with our Asset Management Program and diversified portfolio of services, STS's experienced staff has the capability to address any situation in regard to tank design, fabrication, engineering, renovation, inspection, financial solutions and emergency services. Superior Tank Solutions is an American Owned Company based in California. Our Office is located at 9500 Lucas Ranch Road, Rancho Cucamonga, CA 95730 to provide dependable and efficient response times.

**Our team is comprised of highly qualified and specialized individuals that have successfully provided the required services for this type of project locally in the California, Nevada and Arizona.**


The intent of this response is to provide the City of Stockton with all necessary information that will qualify STS to continue to provide service to optimally renovate, maintain, and sustain the City of Stockton's water storage tanks. STS currently holds an "A" License in the state of California (#939335) and is registered with the DIR (# 1000006458).

The following proposal has been organized to correspond with the RFP for ease of your review. If you have any questions or require further information, please feel free to contact Keith

Myers (916)-869-4464 or email [kmyers@superiortanksolutions.com](mailto:kmyers@superiortanksolutions.com). As your local company, we are committed to provide the City the services as set forth in the RFQ/P.

We look forward to a great partnership.

Superior Tank Solutions, Inc.



**Matthew E. Tasch**

President

9500 Lucas Ranch Road, Rancho Cucamonga, CA 95730

**Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating****INTRODUCTION:**

Our response to this solicitation addresses our combined corporate experience, technical capabilities and financial stability as achieved through our fully integrated corporate structure.

This integrated corporate structure facilitates a multi-faceted approach toward one single point of focus – “Steel Water Storage Tanks”. Our Bakersfield Facility focuses on welded steel tank fabrication and modification. Our Rancho Cucamonga Facility focuses on bolted steel tank fabrication and modification and STS's strategically located offices focus on the rehabilitation and maintenance of welded steel and bolted steel tanks.

Through these joint capabilities, we have established a corporate entity and assembled a project team that possesses the unique skills, expertise and logistical efficiency to excel as the City's tank rehabilitation and maintenance provider.

These individual attributes, in combination with 35+ years of cumulative California based service to the steel tank industry, further exemplifies the depth of our resources and the accessibility of these resources to the City.

We look forward to your review of this information, your positive response and the establishment of a long term and mutually beneficial association with the City.

**CORPORATE RELATIONSHIP:**

The Superior Tank Company is a family owned company incorporated in 1984 in the State of California. Since its inception, STC has been solely focused on the Steel Tank Industry through the successful fabrication, erection, coating, rehabilitation and maintenance of thousands of welded and bolted steel tanks. These tanks range in capacity from 5,000 gallons to 10,000,000 gallons and are predominately located within our principle market of California.

Superior Tank Solutions, Inc. was incorporated in 2009 in the State of California in partnership with Superior Tank Company, Inc. Both companies operate from the Corporate Headquarters Office in Rancho Cucamonga and share administrative, engineering and management infrastructure. STS was established with the objective of supporting and strengthening the post tank construction service activities of STC and now provides ongoing steel tank maintenance service to over 100 individual tanks in California alone.

**COMBINED CORPORATE CAPABILITIES:**

STS exists with the expressed intent of indefinitely extending the service life of steel water storage tanks and ensuring continued regulatory compliance. In combination with STC, our in-house capabilities to engineer, design, fabricate and install new tanks and unique tank specific

**Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating**

appurtenances provide a level of practical usage and efficiency that is unequaled throughout the industry. With our full inhouse capabilities to shop blast and powder coat, Superior can offer a higher standard of quality for any steel tank component. This includes the 300+ steel water storage tanks designed and fabricated each year. Additionally, STS and STC continue to introduce new technologies to the water storage market including biofilm removal chemicals and upgraded water mixing systems that improve water quality while greatly reducing customer costs. Our extensive and ongoing evaluation of new and existing coating systems has allowed us to confidently implement technological advancements into our standard system offerings. These standard systems now possess a "0" VOC component that substantially extends the service life expectation of a newly installed system without significantly impacting the upfront installation costs. As ancillary benefits, these advancements eliminate the potential for water taste and odor issues, provide environmentally friendly coating operations, reduce tank down time, and hinders the development of bacteriological contamination and bio-films.

These advancements are derived from the cadre of California Based, in-house professionals that are dedicated to the steel tank industry. In addition to our full time, in-house, California Registered Engineers, we also employ a staff of AWS Certified Welders, AWS CWI Inspectors, NACE Inspectors and ASTM Inspectors. Our employees serve on the committee of nearly every AWWA Steel Tank Related Standard and we are currently serving on the committee developing the new "AWWA D.101 New Tank Inspection Standard" and the new "Steel Tank Asset Management Committee".

With a total combined annual sales exceeding \$50,000,000, our integrated companies possess the financial strength to fulfill any obligation resulting from the City's existing and ongoing tank maintenance requirements.

**SUPERIOR FACTS**

Superior is the largest tank maintenance company based on the west coast.

Superior designs and fabricates over 300 tanks annually.

Superior has 2 primary productions centers and 4 satellite offices in California.

All Superior project managers are NACE trained and have been through extensive safety training.

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## Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating

**3.0.2 QUALIFICATIONS**

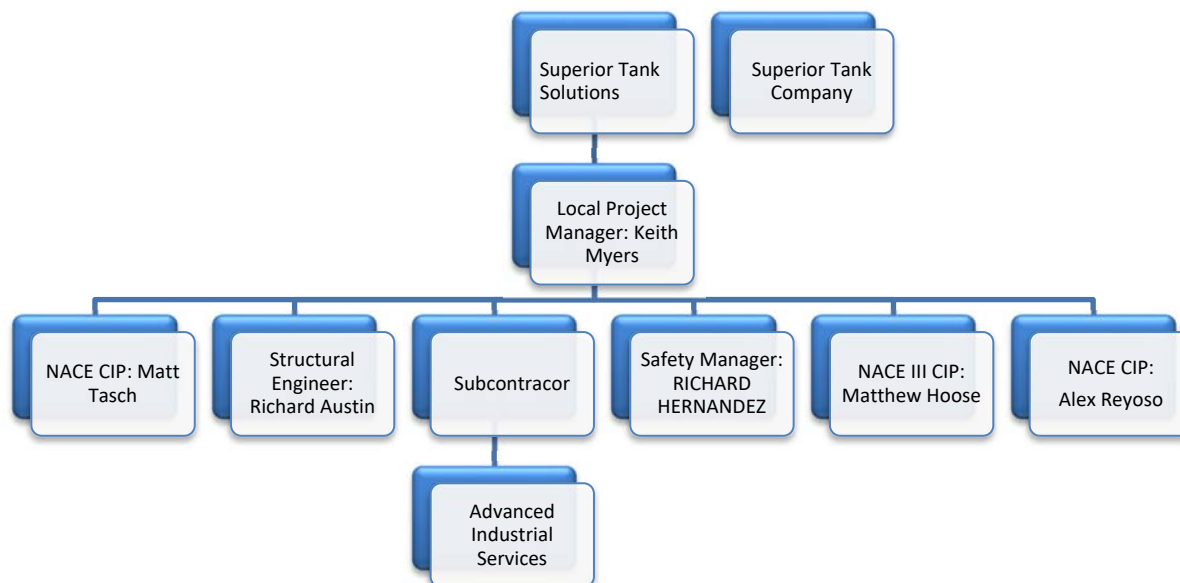
Here are the responses to the requirements under qualifications section.

- STS has a CA "A" License in good standing, # 939335
- Mr. Keith Myers will be the project manager on the job and is located 1 hour north in Roseville CA.
- STS corporate office is located at:
  - 9500 Lucas Ranch Rd, Rancho Cucamonga, CA 91730
- Attestation from manufacturer. See “**Attachment A**” at the end of the section.
- **STS partnership with Advanced Industrial Services, Inc (AIS) information:** Advanced Industrial Services, Inc and Superior tank have entered into a mutually beneficial long-term relationship. The experts at AIS provide interior and exterior coatings on Superior Tank Solutions projects.
- AIS has been in business in California for the past 11 years. They are located at:
  - 7831 Alondra Boulevard Paramount, CA 90723-5005
- Advanced Industrial Services, Inc employees 80 people in California, including 15 paints crews and 10 certified NACE inspectors.
- Advanced Industrial Services, Inc is a licensed California contractor and has achieved SSPC QP1 and QP2 certification. Due to limited number of pages a full-size copy can be provided. See “**Attachment B**” at the end of the section.
- STS has Five NACE CIP inspectors located in California:
  - Keith Myers - #79390, Matt Tasch - #725734, Matthew Hoose - #75128, Alex Reyoso - #72574, Steve Bishop - #79398
- STS Lead Competent Person is:
  - Keith Myers
- The STS Safety Program is a 343-page printed document. A digital copy can be provided for use in evaluating the program upon request. All STS personnel will provide proof of current certifications and STS will provide a project specific safety plan, scaffolding plan, and confined space plan prior to starting work.
- STS Insurance coverage meets the minimum coverage. Our coverage is as follows.
 

○ General Liability	\$5,000,000
○ Automobile Liability	\$2,000,000
○ Umbrella Liability	\$5,000,000
○ Employee Liability	\$1,000,000
○ Pollution	\$1,000,000

## Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating

STS key staff and support team are outline in the below City of Stockton organization chart. Full resumes of key staff assigned to this project are available upon request.



### KEITH MYERS – LOCAL PROJECT MANAGER

Mr. Myers is located in Roseville, CA, and serves as the Northern Regional Manager. He has been actively overseeing water infrastructure projects from design, construction through operation for the past 18 years. Over the last 7 years, his focus has been on storage tanks. On an annual basis, Mr. Myers provides project management/inspections on over 100 storage tanks. He also provides certified operator training on water storage design, maintenance, inspection, and water quality. Mr. Myers currently serves on many of California - Nevada Section AWWA Committees, as is the current Vice-chair of the Tanks, Reservoirs & Structures. He is a NACE CIP (79390), inspector.

### MATT TASCH - OPERATIONS MANAGER

Mr. Tasch holds a Bachelor of Science Degree from the Arizona state University and has been continually employed in the water tank industry for over 15 years. He is the President and Director of Operations for Superior Tank Solutions. He currently serves on the AWWA Committee formulating the new AWWA D.101 New Tank Inspection Standard and the new AWWA Steel Tank Asset Management Committee. Mr. Tasch is a certified Water Distribution Operator in the State of Arizona, NACE CIP (72573) and is a past Chair for the Arizona Water Association Distribution Committee. On an annual basis Mr. Tasch inspects over 100 storage tanks and provides over 100 hours of certified operator training on water storage design, maintenance, inspection and water quality. He is one of the founders and managing partners of STS.

**Superior Tank Solutions response for RFP for Weston Ranch – Tank Coating****JEFFREY JONES – ENGINEERING MANAGER**

Mr. Jones has over ten years of experience in design and detailing of tank related structural projects. He is a mechanical Engineer and has extensive experience in the design and retrofitting steel tanks. He is involved in research and development of new products and technologies, rehabilitation of existing tanks. Additionally, has helped the company to acquire and maintain certifications with API-ISO, API-12B, NSF and FM approval. Currently Jeff serves as the Engineering Manager at Corporate Headquarters where he manages all aspects of the engineering and design process.

**RICHARD HERNANDEZ – SAFETY MANAGER**

Mr. Hernandez currently serves as the safety manager for both STCI and STS. He began his safety career with STCI as a field safety supervisor where his role was to ensure the safety of crews, sites, and various locations throughout the San Joaquin Valley. After 4 years in the field safety supervisor position, he became the safety technician working directly under the previous STCI corporate safety managers. He was later promoted to his current position as safety manager and is certified to train CPR and first aid, a competent first responder, competent person for confined space, competent person for H2S, competent person for fall protection, and certified in OSHA 10, and 30.

**MATTHEW HOOSE – CENTRAL CALIFORNIA PROJECT MANAGER:**

Mr. Hoose is a NACE Certified Coating Inspector – Level 3 Cert No. 75128. He started as an Apprentice Painter rapidly advancing roles as Journeyman Painter, Craftsman, Working Foreman, General Foreman and QA/QC Manager to Division Manager. He currently is the STS Central Regional Manager covering the Central Valley and is active in assisting with all of STS customers. Mr. Hoose is active in the NACE San Joaquin Valley Chapter and California - Nevada Section AWWA Committees.

**ALEX REYOSO – ASSISTANT PROJECT MANAGER:**

Mr. Reyoso is an AWS certified welder and NACE CIP (72574). He has been in the steel industry for over 10 years. Mr. Reyoso provides project management, inspection, and field support services to our project leads and crews.





**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract****3.0.3 TECHNICAL PROPOSAL:**

Superior Tank Solutions fully understands the scope and services requested in the RFP as demonstrated by the information provided in the technical proposal below.

Superior Tank Solutions has extensive experience providing asset management programs for water storage tanks as well as tank renovations. Through years of experience and maintenance of hundreds of tanks, STS has learned that a successful renovation or asset management program must be a partnership between the Contractor and the City. As a result, STS has developed the following plan, which breaks down the work and details the activities necessary to achieve a successful partnership through the duration of the contract.

**PLAN AND METHOD OF APPROACH TO ACCOMPLISH THE SCOPE OF WORK:**

Superior Tank Solutions understands that planning and preparation are key elements to project success. Therefore, we recommend the following approach to develop a plan in advance of performing any work.

- Go through all the coating and upgrade options in detail with the City.
  - The goal is to ensure the City has a complete understanding of all the planned, recommended and optional work items that may exist under this contract.
  - To review what coating work will be performed and why.
  - To review all the regulatory compliance upgrades and repairs with the City to allow discussion and change if necessary.
  - To review all the optional but recommended upgrade and repair options with the City to make sure all possible wish list items are addressed.
- Hold a preliminary meeting to discuss the project with the City.
  - Review the scope and services to be performed.
  - Re-visit each site to identify any site issues or concerns.
  - Look at each tank to identify any issues that may arise during the work.
- Discuss with the City the scope and task plan.
  - Review any concerns that were identified.
  - Discuss any additional recommendations that may have arose.
- Develop a Schedule and Plan for the services over the next year.
  - Scheduling work around low demand periods.
  - Discuss the plan of work and how best to achieve it.
  - Discuss the roles and responsibilities of both the Contractor and City.
- Provide and Review Submittals Prior to starting work:
  - Insurances
  - Site Specific Safety Plan
  - Past Inspection reports
  - Product Data Sheets and SDS
  - Confined Space Plan



**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract**

- Disinfection Plan
- Scaffolding Plan
- Schedule
- Provide ongoing submittals throughout the contact:
  - Daily work and coating logs
  - Completion reports for each tank
  - Overview of work accomplished
  - Copy of all written work and coating inspection records
  - Description of future recommendations and ongoing maintenance
  - Warranty inspection report
    - Overview of the inspection
    - Areas if any requiring repair and associated repair procedures
    - Documentation of repairs made

In addition to a good plan and schedule for accomplishing the work Superior Tank Solutions will ensure all work is done properly. This includes the implementation of proper methods for performing the work and meeting all necessary safety requirements.

All work will be done in compliance and in reference to the following standards and safety procedures.

**Safety**

- OSHA 29CFR 1910 - Fall Protection, Confined Space
- OSHA 29CFR 1926 - Lead in Construction
- AWWA D.100 (Current version) - Fall Protection, Confined Space

**Sanitary**

- DDW, CA EPA, EPA Safe Drinking Water Act, AWWA D.100, AWWA M42, AWWA M56, AWWA C.652

**Structural**

- AWWA D.100 (Version in effect at time of original construction)

**Security**

- HR 3448
- AWWA D.100 (Current Version)
- AWWA M-42

**Coatings**

- AWWA D.102 (Current Version)

**Confined Space Entry:**

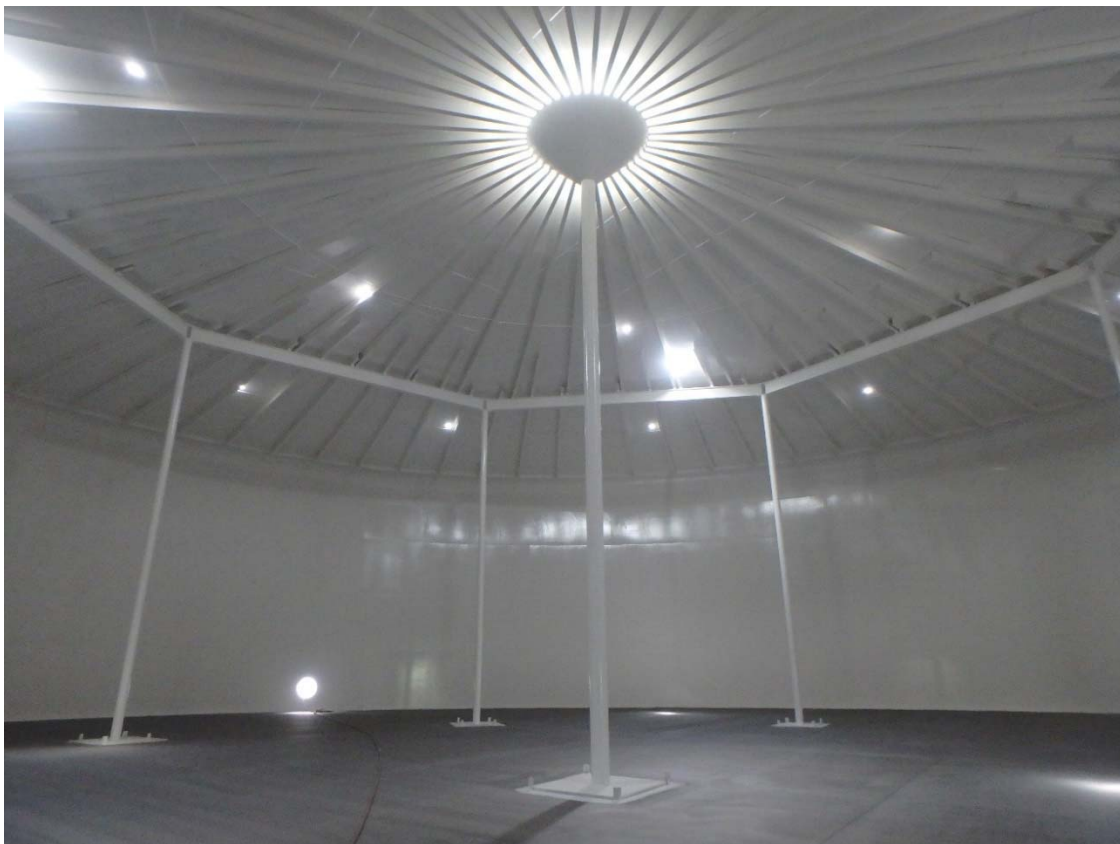
- Prior to entry into the tank, the specific site conditions and confined space conditions shall be evaluated in accordance with OSHA 29 CFR 1910.146.
- Confined space entry procedures must be initiated and continued throughout the time that tank entry is required.
- Entry shall be accomplished through the roof hatch. Subsequent entry through the shell man-way will be performed. Superior Tank Solutions will be responsible for properly re-sealing manway.

**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract****ANTICIPATED CITY INVOLVEMENT FOR SUCCESSFUL COMPLETION OF THE SOW:**

The goal of Superior Tank Solutions is to make this project as simple for the City as possible. This will require initial upfront planning and coordination, through which the actual work will run smoothly. The City must be a partner to STS during all aspects of the program providing input and guidance on what the City needs and how the City would things done. Ultimately the City will make all decisions on scope, scheduling, repairs, and project operations.

Superior Tank Solutions will expect the City to at a minimum perform the following functions.

- Meet with STS project manager to discuss the project and develop a preliminary plan.
- Escort STS project manager to tank sites for evaluation.
- Answer questions and provide details to develop the final project scope and schedule.
- The City will need to unlock sites for work as scheduled.
- When necessary the City will need to drain the tanks to the lowest possible level and perform lock-out tag-out procedure on all inlet valves.
- Following tank renovation and washouts the City will need to fill the tanks and handle all related water quality testing.



**TANK REHABILITATION: WESTON NORTH TANK**

The initial renovation is to re-establish the “as new” condition of the tank and remediate any structural abnormality or corrosion degradation resulting in significant metal loss. Areas of corrosion degradation are evaluated through ultrasonic and visual conditional assessments and structural rehabilitation is performed in accordance with the appropriate version of the AWWA D.100 Standard and the City's Specification. Interior and exterior coating systems will be repaired or replaced in accordance with current AWWA D.102 recommendations and the City's specification. Additionally, the regulatory compliancy aspects and associated upgrades of the tank shall be performed per the City's specification. The end result of this operation is a fully functional, regulatory compliant, and structurally uncompromised tank.

**INTERIOR WORK SCOPE:**

- 1) STS will remove all sediment, debris, and residual water from the tank prior to initiation of the interior work scope.
- 2) Oil deposits maybe prevalent on the upper shell around the circumference of the tank. If present these deposits will be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues will be removed from the tank prior to the initiation of the abrasive blasting operation.
- 3) All planned welding related upgrades and repairs will be completed prior to initiating interior abrasive blasting procedures.
- 4) Upon completion of repair procedures, all surfaces shall be blasted to achieve an SSPC SP10 “Near White Metal” surface cleanliness with a minimum surface profile of 2.0 mils in the atmospheric zone and 3.5 mils in the immersion zone.
- 5) Per SSPC and AWWA standards all existing irregular welds, abrasive edges, and weld splatter will be ground to a smooth surface prior to coating application.
- 6) All properly blast cleaned surfaces above the high-water line shall be coated with an NSF 61 approved multiple coat epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of an initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 10 mils per coat shall be achieved. Total system thicknesses shall not be less than 20 mils DFT. All material applications shall be in strict compliance with manufacturer recommendations. A NACE representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
  - a) Sherwin Williams Dura-Plate UHS shall be used for this application.
- 7) A NSF 61 approved caulking shall be applied to the to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.

**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract**

- 8) All properly blast cleaned surfaces below the high water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An average minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. A NACE representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
  - a) Sherwin Williams Sherplate PW shall be used for this application.
- 9) High voltage holiday detection testing shall be employed in the immersion zone in accordance with AWWA D.102 and NACE SP0188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE representative shall perform and verify these operations is in accordance with manufacturer recommendations.
- 10) All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements.
- 11) Upon completion of the interior coating's cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank followed by the initiation of the tank disinfection process. The disinfection shall be performed in accordance with AWWA C.652 "Spray Method #2" recommendations.
- 12) Upon completion of the disinfection process, all access points shall be sealed, and new NSF 61 EPDM gaskets installed as necessary. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.



**EXTERIOR COATING WORK SCOPE: WESTON NORTH TANK AND HYDRO TANK**

The below exterior renovation scope of work is the standard scope recommended for the tanks under this project.

- 1) All exterior areas shall be pressure washed using water and Great Lakes Extra Muscle at 3,500 psi minimum. All areas of coating delamination (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option "A" testing will be performed. Readings under "3A" will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings.
- 2) All intercoat edges shall be smoothly feathered prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.
- 3) Areas of spot surface preparation will receive a spot coat of a surface tolerant epoxy achieving a range of 2-5 mils DFT.
  - a. Sherwin Williams 646 or equal shall be used for this application
- 4) Newly installed components and accessories shall receive a SSPC SP6 "Commercial Blast" surface cleanliness with a minimum surface profile of 1.5 mils.
- 5) Upon completion of proper surface preparation, all exterior areas shall receive one coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
  - a. Sherwin Williams 646 or equal shall be used for this application
- 6) All prime coated areas shall receive one full coat of a mildew resistant high solids polysiloxane. The polysiloxane shall be applied to a thickness range of 2-4 mils.
  - a. Sherwin Williams Sher-Loxane 800 or equal shall be used for this application
  - b. The City shall pre-approve the color selection
- 7) An approved NACE representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
- 8) Application shall be accomplished by brush, roller or spray application. Where necessary overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.



**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract****EXTERIOR COATING WORK SCOPE: WESTON SOUTH TANK**

The below exterior renovation scope of work is the alternate scope recommended for the tanks under this project.

- 9) All exterior areas shall be pressure washed using extra muscle at 3,500 psi minimum. All areas of coating delamination (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option "A" testing will be performed. Readings under "3A" will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings.
- 10) All tank exterior areas shall receive one full coat of a mildew resistant high solids polysiloxane. The polysiloxane shall be applied to a thickness range of 4-6 mils.
  - a. Sherwin Williams Sher-Loxane 800 or equal shall be used for this application
  - b. The City shall pre-approve the color selection
- 11) An approved NACE representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
- 12) Application shall be accomplished by brush, roller or spray application. Where necessary overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.

**SANITARY / SAFETY/ STRUCTURAL/ SECURITY WORK SCOPE: WESTON NORTH TANK**

- 1) Replace and Install a new OSHA compliant flex cable safety climb per OSHA 29 CFR 1910
- 2) Provide and Install 6 (Four-Six) OSHA compliant tie off points on the tank roof at locations of the City's choosing per OSHA 29 CFR 1910.

**Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract**

- 3) Provide and Install a new AWWA compliant 48" mushroom vent with a compliant non-corrodible mesh screen to replace the existing center roof vent to meet EPA and AWWA standards.
- 4) Provide and Install a new 36" "shoe box" aluminum style locking roof hatch to replace the existing roof hatch.
- 5) Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access per OSHA 29 CFR 1910.
- 6) Provide and Install a new complete full travel mechanical liquid level indicator system.
- 7) Provide and Install caulking/grout between the tank and concrete foundation. Old caulking will be removed prior to installation of the new material.
- 8) Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.
- 9) Existing interior piping will be removed and hauled off for disposal.
- 10) Install new confined space signs on tank openings larger enough for a person to enter per OSHA 29 CFR 1910.
- 11) Install new gaskets on roof hatches and manways per DDW and CA building code. All new gaskets coming into direct contact with water will be NSF 61 approved.





**3.0.4 CONTRACTORS EXPERIENCE:****Phelan Pinon Hills Community Services District**

- Tank Rehabilitations and Maintenance Program
  - 35 Tanks (60,000 – 1,000,000)
  - 2011- (Present)
  - \$713,500.00
  - Contact - Mr. George Cardenas
    - 760.868.1212
    - GCardenas@pphcsd.org
- 

**Hi Desert Water District, CA**

- Tank Rehabilitations and Maintenance Program
  - 15 Tanks (100,000 – 1,900,000)
  - 2012-Present
  - \$1,441,400.00
  - Contact – Mr. Tony Culver
    - 760.413.8844
    - tonyc@hdwd.com
- 

**Tehachapi Cummings County Water District, CA**

- Tank Rehabilitations and Maintenance Program
  - 8 Tanks (20,000 - 170,000)
  - 2018- Present
  - \$1,415,330.00
  - Contact - Mr. Tom Neisler
    - 661.822.5504
    - tneisler@tccwd.com
- 

**City of Brentwood**

- Maintenance Program
  - 4 Tanks (2,000,000 – 4,300,000)
  - 2019- Present
  - \$1,948,253
  - Contact - Mr. Eric Brennan
    - 925.382.5281
- 

**City of Peoria, AZ**

- Tank Maintenance
- 21 Tanks (100,00 – 5,000,000)
- 2015 - Present
- \$300,000 Annually
- Contact - Mr. Roy Finch
  - .623 .773.7760
  - Roy.Finch@peoriaaz.gov

## Superior Tank Solutions response for RFQ&P for Water Storage Tank Services Contract

### PROGRAM CLARIFICATIONS/ASSUMPTIONS:

- The Owner shall drain to 3" or less and perform lockout tag-out procedures.
- Residual water and waste from cleaning can be disposed of on-site.
- Work will be performed in a continuous manner without interruption.
- The costs do not take into consideration any restrictive work hour rules, union labor or any special provisions such as safety schooling, safety clothing or hazardous training seminars that may be required.
- As specified by the American Water Works Association, D.102 Standard, the Superior Tank Solutions, Inc. will provide a warranty on work performed. At the washout inspection Superior Tank Solutions Inc. will provide representation to inspect the work performed. Deficiencies identified will be repaired by Superior Tank Solutions Inc. at no additional charge.
- Owner shall provide water on site for washing, rinsing, and disinfection procedures.
- STS is not responsible for operating valves or controls at any point.
- EXCLUSIONS: Insulation, Concrete or Gravel Foundation, removal of well intact mil scale, removal of 100% solids coatings, removal of CTE, temporary water solutions, full containment, hazardous waste handling or disposal, floor replacement, Foundation work of any kind, cathodic protection system, Transducers, Special Inspections, Anchor Bolt Assemblies, Fiber Expansion Board, Level Switch, Process Piping, Over-Excavation or Recomposition of Existing Soils, Probes, Internal Vortex Breakers, Transmitters, Subgrade, Alarms, Blinds, Flex Coupling, Heat Tape, Instrumentation, Downcomers or Supports thereof (Except Where Specified Above), Flex Tends, Valves, Meters, Grading, Gauges, Flap Gates, Water to Hydro-Test or Vacuum Test or Disposal thereof, Bact-T or V.O.C. Tests, Electrical Wiring or Controls thereof, Conduits, Surveying, External or Internal or Below Grade Piping, Fittings, or Internals or items not specifically mentioned above.

### KEY ADVANTAGES OF STS:

- Utilization of 100% solids coatings to expedite return to service, provide a thicker coating for additional protection, and eliminate the risk of taste and odor from VOC's.
- NACE CIP oversight and involvement on every project.
- Recent experience performing lead abatement on both ground and elevated tanks.
- STS can provide in-house services for any unforeseen structural, safety, sanitary, or security upgrade required.
- STS has unparalleled expertise in providing temporary storage options.
- STS will maintain daily logs of environmental conditions that affect the blasting and coating process.
- STS will provide project summary reports following completion of each tank including photographs and a narrative detailing the project.
- STS building bolted and welded steel tanks in house.
- STS will provide on-site coating support from Sherwin Williams.
- STS has performed identical coating renovations in the recent past.
- STS has never lost a contract or incurred a safety violation.
- STS is an American Owned Company



## Superior Tank Solutions response for RFQ&amp;P for Water Storage Tank Services Contract

**CONCLUSION:**

Superior Tank Solutions is dedicated to partnering with the City to achieve the above noted objectives and scope outlined in the City's RFP in a **timely, cost effective** and **efficient manner**. We fully understand the sensitivity and unique constraints associated with many of the City's tank sites and have included provisions to minimize neighborhood disruptions while achieving the following goals:

Superior Tank Solutions, in partnership with Superior Tank, Inc., possess unique qualifications and the specialized expertise to spread costs, rehabilitate the tanks, and provided routine maintenance services. All individuals associated with the management and execution of the City's program are only hours away. The Southern and Central California based production facilities provide unparalleled, turn-key and in-house capabilities to engineer, fabricate, shop blast, fusion bond powder coat, store, and ship any steel tank related component.

In the event that structural anomalies are found to be present or any structural issue arises, our local team can be onsite in hours to provide a professional assessment. The involvement of a CA Registered Engineer with extensive steel tank experience is rare in our industry. Our ability to obtain immediate access to this level of expertise at minimal direct cost is absolutely unparalleled.

We are confident that through your critical analysis of the marketplace you will determine that Superior Tank Solutions, Inc. is the best tank asset management service provider for the City. We look forward to further discussing the needs of the City and establishing a long-term relationship that exceeds all City expectations.



5:56 PM

## Superior Tank Solutions, Inc.

## Balance Sheet

02/27/20

Accrual Basis

As of December 31, 2019

	Dec 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1010 · General Account - ABB	66,279.27
1020 · Payroll- ABB	-53,068.44
1030 · MMA- ABB	1,370,606.93
<b>Total Checking/Savings</b>	<b>1,383,817.76</b>
Accounts Receivable	
1100 · Accounts Receivable	103,728.00
<b>Total Accounts Receivable</b>	<b>103,728.00</b>
<b>Other Current Assets</b>	
1105 · Other Accounts Receivable	4,069.05
1400 · Prepaid Insurance	1,841.67
1420 · Prepaid Expense	3,345.44
1430 · Prepaid Commissions	8,461.64
<b>Total Other Current Assets</b>	<b>17,717.80</b>
<b>Total Current Assets</b>	<b>1,505,263.56</b>
<b>Fixed Assets</b>	
1530 · Machinery and Equipment	33,912.94
1700 · Accumulated Depreciation	-9,092.24
<b>Total Fixed Assets</b>	<b>24,820.70</b>
<b>Other Assets</b>	
1800 · Notes Receivable	
1800-40 · Keith Myers	4,644.40
1800-50 · John Hake	175,584.55
1800-60 · Harold Bishop	92,424.08
1800-80 · Steven Bishop	5,978.97
1800-90 · Chad Simonson	99,255.10
<b>Total 1800 · Notes Receivable</b>	<b>377,887.10</b>
<b>Total Other Assets</b>	<b>377,887.10</b>
<b>TOTAL ASSETS</b>	<b>1,907,971.36</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 · Accounts Payable	416,667.60
<b>Total Accounts Payable</b>	<b>416,667.60</b>
<b>Other Current Liabilities</b>	
2050 · Sales Tax Payable	652.25
2051 · Sales and Use Tax- Arizona	1,291.92
2060 · Accrued Commissions	85,000.00
2400 · Payroll Liabilities	39,838.47
2410 · HSA PAYROLL LIABILITY	894.22
<b>Total Other Current Liabilities</b>	<b>127,676.86</b>
<b>Total Current Liabilities</b>	<b>544,344.46</b>
<b>Long Term Liabilities</b>	
2300 · Notes Payable	1,020,000.00
<b>Total Long Term Liabilities</b>	<b>1,020,000.00</b>
<b>Total Liabilities</b>	<b>1,564,344.46</b>

5:56 PM

## Superior Tank Solutions, Inc.

## Balance Sheet

02/27/20

As of December 31, 2019

Accrual Basis

	Dec 31, 19
Equity	
3010 · Capital Stock	
3010-10 · Lewis Marquez Capital	127.50
3010-20 · James Marquez Capital	127.50
3010-30 · Eric Marquez Capital	127.50
3010-40 · George Marquez	127.50
3010-50 · John Hake Capital	98.00
3010-60 · Harold Bishop Capital	98.00
3010-70 · Matt Tasch Capital	98.00
3010-80 · Steven Bishop Capital	98.00
3010-90 · Chad Simonson Capital	98.00
Total 3010 · Capital Stock	1,000.00
3200 · Retained Earnings	13,071.46
Net Income	329,555.44
Total Equity	343,626.90
TOTAL LIABILITIES & EQUITY	1,907,971.36



5:53 PM

02/27/20

Accrual Basis

**Superior Tank Solutions, Inc.**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
4000 • Income	7,257,419.74
Total Income	7,257,419.74
Cost of Goods Sold	
5020 • Constr. Mat'l -Taxable	61,162.86
5021 • Materials/Tax Included	
5021-10 • Discount	-929.63
5021 • Materials/Tax Included - Other	396,851.29
Total 5021 • Materials/Tax Included	395,921.66
5030 • Subcontractors - Field	5,080,628.78
5040 • Bond Expense	15,899.00
5070 • Equipment Rental for Jobs	22,854.39
5080 • Fees and Permits	950.00
5091 • Freight - Job	5,488.47
5190 • Other Construction Costs	329.60
5337 • Stock Supplies	8,352.67
5339 • Safety Supplies	5,318.52
5380 • Tools and Small Equipment	2,200.28
5410 • Worker's Compensation Insurance	3,600.00
Total COGS	5,602,706.23
Gross Profit	1,654,713.51
Expense	
6000 • Advertising and Promotion	3,649.54
6010 • Auto and Truck Expenses	46,541.87
6020 • Vehicle Lease/Rental	22,249.66
6040 • Bank Service Charges	228.79
6050 • Late Fees	75.00
6070 • Dues and Subscription	906.05
6080 • Employee Relations - Medical	169.00
6082 • Education & Seminars	4,344.96
6090 • Shipping	5.30
6100 • Insurance Expense	24,003.31
6103 • Life Insurance	2,836.29
6105 • Medical Insurance	21,809.69
6108 • Interest Expense	49,108.74
6119 • Trade Shows	16,153.21
6120 • Licenses and Fees	13,328.46
6130 • Commissions	
6130-40 • Commissions - Cesar Oliva	469.00
6130 • Commissions - Other	394,902.07
Total 6130 • Commissions	395,371.07
6140 • Office Supplies	2,767.71
6150 • Postage	2,408.60
6160 • Printing	2,244.71
6170 • Professional Fees - Accountant	4,344.00
6180 • Professional Fees - Legal	80,721.58
6190 • Subcontractor - Office	60,990.06
6204 • Computer and Internet Expenses	9,682.74
6230 • Salaries and Wages	459,872.78
6240 • Depreciation Expense	1,092.24
6250 • Payroll Taxes	46,466.14
6260 • Telephone Expense	7,705.94
6270 • Travel Expense	27,507.70
6275 • Meals and Entertainment	12,029.84
6285 • State Income Tax	7,532.00
Total Expense	1,326,146.98
Net Ordinary Income	328,566.53

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02/27/20

Accrual Basis

**Superior Tank Solutions, Inc.**  
**Profit & Loss**  
January through December 2019

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	Jan - Dec 19
Other Income/Expense	
Other Income	
7050 · Rewards	381.98
7250 · Interest Income	606.93
Total Other Income	988.91
Other Expense	
6300 · Suspense Account	0.00
7100 · Miscellaneous Expense	0.00
Total Other Expense	0.00
Net Other Income	988.91
Net Income	329,555.44



## Superior Tank Solutions response for RFQ&amp;P for Water Storage Tank Services Contract

## “ATTACHMENT A” ATTESTATION FROM MANUFACTURER.



March 2, 2020

Superior Tank Solutions, Inc.  
9500 Lucas Ranch Road  
Rancho Cucamonga, CA 91730

Attention: Keith Myers

Re: **Manufacturer's Certification of Applicator's Experience**

Dear Keith,

This letter confirms that Superior Tank Solutions, Inc. is qualified to apply all Sherwin Williams coatings and linings. Superior Tank Solutions Incorporated's applicators have been instructed on proper preparation, mixing and application procedures for all Sherwin-Williams products, including SherPlate PW as well as other 100% solids tank linings.

Additionally, Superior Tank Solutions Incorporated's applicators have over 8 years of experience applying these and similar products.

If you have any questions, please contact me at 916-662-1602.

Regards,

A handwritten signature in black ink that reads "Scott M. Helfand".

Scott M. Helfand  
The Sherwin Williams Company  
Protective & Marine Coatings Division  
NACE Coating Inspector, Level 2 – Certified CIP No. 17837

Scott M. Helfand • Protective and Marine Coatings Division • The Sherwin-Williams Company  
1015 N. Market Blvd., Suite 1 • Sacramento, California 95834 • (916) 662-1602 • Email: scott.m.helfand@sherwin.com

## Superior Tank Solutions response for RFQ&amp;P for Water Storage Tank Services Contract



March 2, 2020

Advanced Industrial Services, Inc.  
11712 Cherry Street  
Los Alamitos, CA 90720

Attention: Pablo Gamboa

Re: **Manufacturer's Certification of Applicator's Experience**

Dear Pablo,

This letter confirms that Advanced Industrial Services, Inc. is qualified to apply all Sherwin Williams coatings and linings. Advanced Industrial Services Incorporated's applicators have been instructed on proper preparation, mixing and application procedures for all Sherwin-Williams products, including SherPlate PW as well as other 100% solids tank linings.

Additionally, Advanced Industrial Services Incorporated's applicators have over 10 years of experience applying these and similar products.

If you have any questions, please contact me at 916-662-1602.

Regards,

A handwritten signature in black ink that reads "Scott M. Helfand".

Scott M. Helfand  
The Sherwin Williams Company  
Protective & Marine Coatings Division  
NACE Coating Inspector, Level 2 – Certified CIP No. 17837

Scott M. Helfand • Protective and Marine Coatings Division • The Sherwin-Williams Company  
1015 N. Market Blvd., Suite 1 • Sacramento, California 95834 • (916) 662-1602 • Email: scott.m.helfand@sherwin.com

## Superior Tank Solutions response for RFQ&amp;P for Water Storage Tank Services Contract

## "ATTACHMENT B" QP1 &amp; QP2



Advanced Industrial Services, Inc.  
of  
Los Alamitos, CA

*has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for*

**FIELD APPLICATION OF COATINGS  
COMPLEX STRUCTURES  
SSPC - QP1**



*Harry D. Manos*

President, SSPC  
March 31, 2019 – March 31, 2020  
Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



Advanced Industrial Services, Inc.

of  
Los Alamitos, CA

*has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for*

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC-QP2**



"A"

Category

March 31, 2019 – March 31, 2020

Validation Period

*Harry D. Manos*

President, SSPC

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



## Superior Tank Solutions response for RFQ&amp;P for Water Storage Tank Services Contract

## "ATTACHMENT C" ISO 9001 CERTIFICATION



# Certificate of Registration

**APIQR® REGISTRATION NUMBER**  
**2141**

*This certifies that the quality management system of*  
**SUPERIOR TANK CO., INC.**  
9500 Lucas Ranch Road  
Rancho Cucamonga, CA

*has been assessed by the American Petroleum Institute Quality Registrar (APIQR®) and  
found it to be in conformance with the following standard:*

**ISO 9001:2015**

*The scope of this registration and the approved quality management system applies to the*  
**Design and Manufacture of Bolted Steel Storage Tanks**

*APIQR® approves the organization's justification for excluding:*  
**8.5.3 Property Belonging to Customers or External Providers**

<b>Effective Date:</b>	<b>MARCH 14, 2018</b>
<b>Expiration Date:</b>	<b>APRIL 16, 2020</b>
<b>Registered Since:</b>	<b>APRIL 16, 2014</b>

Accredited by Member of  
the International  
Accreditation Forum  
Multilateral Recognition  
Arrangement for Quality  
Management Systems



This certificate is valid for the period specified herein. The registered organization must continually meet all requirements of APIQR's Registration Program and the requirements of the Registration Agreement. Registration is maintained and regularly monitored through annual full system audits. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001 standard requirements may be obtained by consulting the registered organization. This certificate has been issued from APIQR offices located at 1220 L Street, N.W., Washington, D.C. 20005-4070, U.S.A., it is the property of APIQR, and must be returned upon request. To verify the authenticity of this certificate, go to [www.api.org/compositelist](http://www.api.org/compositelist).



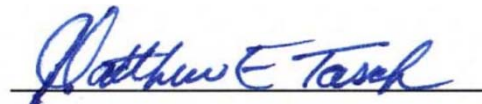
*Lisa Salley, Vice President,  
API Global Industry Services*



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City of Stockton		
North Tank	SCOPE OF WORK	WRITE IN PAYMENT
Interior	Interior Renovation	\$859,513.00
Exterior	Exterior Renovation North Tank and Hydro Tank.	\$139,108.00
Repairs	Sanitary / Safety/ Structural/ Security Work	\$75,828.00
Total		\$1,074,449.00

South Tank	SCOPE OF WORK	WRITE IN PAYMENT
Exterior	Exterior Renovation	\$96,652.00
Repairs	Self closing gate	\$1,500.00
Total		\$98,152.00



Matthew E. Tasch  
President

