

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this ____ day of _____ 2016, between the CITY OF STOCKTON, a municipal corporation ("CITY), and **PIPE & PLANT SOLUTIONS, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **2000 5TH STREET, BERKELEY, CA 94710**, hereinafter called "CONTRACTOR." THIS CONTRACT is for the **CITY OF STOCKTON FACILITIES ON-CALL PLUMBING MAINTENANCE AND REPAIR SERVICES (PROJECT NO. O&M 16-026)**, hereinafter referred to as "SERVICE".

RECITALS

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.
- C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.
- D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

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

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

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

City of Stockton Facilities On-Call Plumbing Maintenance and Repair Services,

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exceed **\$200,000.00 ANNUALLY** or as otherwise mutually agreed to in a Contract Change Order.

CITY agrees: To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made once a month upon receipt and approval of progress invoices, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

Retention will be withheld from each progress payment at the rate of 5% of each contract payment in accordance with Public Contract Code.

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

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

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

3. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **September 1, 2018**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for three (3), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B**.

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

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

5. RIGHTS AND DUTIES OF CITY. CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

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

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

8. CONTRACTOR STATUS. In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of

CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

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

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

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

9. ASSIGNMENT. CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

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

in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

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

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

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

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

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

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

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

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

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

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

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

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

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

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

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

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

<p>To CONTRACTOR: PIPE & PLANT SOLUTIONS, INC. 2000 5TH STREET Berkeley, CA 94710</p>	<p>To City: Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202</p>
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14. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095, attached to this Contract as **Exhibit D** and incorporated here to, the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this

project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

b. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

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

c. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (Exhibit E). The 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, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

d. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

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

e. PREVAILING WAGE RATES

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

current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly to the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. PAYROLL RECORDS - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. APPRENTICESHIP STANDARDS - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

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

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

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

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

18. CONFLICTS OF INTEREST. CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

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

20. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

21. DISPUTE RESOLUTION. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a

conference between senior managers of each Party having authority to resolve the dispute.

1. Venue. Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

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

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

23. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

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

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

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

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

CITY OF STOCKTON

By: _____
KURT O. WILSON
CITY MANAGER

ATTEST:

By: _____
BONNIE PAIGE
CITY CLERK

APPROVED AS TO FORM:

By: _____
DEPUTY CITY ATTORNEY

PIPE & PLANT SOLUTIONS, INC.

By:  _____
Signature

William J. Gilmartin IV

Print Name

Title: President

Exhibit A

Scope of Work for Plumbing Services Contract

Description:

The City of Stockton is seeking proposals from State licensed plumbing contractors for on- call plumbing maintenance and repair services and administer the duties and responsibilities set forth in this Request for Proposal (RFP), in compliance with all applicable laws, regulations, policies and procedures.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks, transportation, incidental and customary work necessary to competently perform on-call plumbing maintenance, repair, modifications and improvements at all facilities owned or operated by the City of Stockton and/or sites as required/requested in accordance with the most recent California Plumbing Code.

The work will include the provision of total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, repairing, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for sinks, faucets, drains, traps, urinals, toilets, valves, water heaters, heaters, drinking fountains, water or drain lines, sprinkler lines, pools, water spray features, kitchen facilities, sewers, backflow devices and equipment, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to ensure safe, well maintained plumbing systems for City employees and the public. This may include repair or replacement as determined by the Contract Administrator. The scope and number projects and tasks are unknown at the time of contract execution. This is a unit price contract with an estimated annual value not exceed \$200,000. Actual amount paid will depend on the amount of work required/performed. Shop rate for Journeyman plumbing services during normal business hours is anticipated to be most utilized during the life of the Contract.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform plumbing work.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access to work areas by the public or unauthorized City staff.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal.

The Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

Proposal Requirements: Proposals must include a narrative response to the following requested information.

- A. Introduction:** Briefly introduce the proposal, including a statement of the Contractor's approach to providing on-call plumbing maintenance and repair services to the City of Stockton. Provide the name of the company submitting the proposal, mailing address, telephone number, email address, and the name of the contact person.
- B. Statement of Qualifications/Responsiveness:** Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other similarly sized organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.
- C. Resources and Service Description:** Include a comprehensive description of the resources and methodology that will be used to complete the requested services.
- D. Quality Control:** Include a comprehensive description of how your organization administers quality assurance and quality control for the work being proposed.
- E. Staff Process:** Include a work plan of how you will staff and supervise the contracted services.
 - a. Provide a complete overview of all training programs provided.
 - b. List the full or part-time status of each employee that will be assigned to this Contract as well as a complete organizational chart for your company. Provide information on the training and certifications maintained by each individual.
 - c. Describe the designated Contractor's Project Manager's role in the supervision and delivery of contract services as well as the availability of a supervisor and contingency plans when not available.
- F. Liability Issues:** Discuss how your company handles damage or theft claims.
- G. Logistics:** Describe how your company will make available the equipment and parts needed to perform all work, where your company is based and where your company will store parts.
- H. Billing Invoicing:** Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City of Stockton's needs. Attach samples of your company's billing forms and invoices.
- I. Reports:** Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished labor hours and parts consumed by each site. Attach sample reports.

- J. Computerized Maintenance Management Systems:** Describe how your company has worked within a customer's provided computerized maintenance management system for tracking assigned work orders, and resource reporting.

Proposal Scoring Criteria: Proposals will be selected using a "best value" methodology based on the following categories.

- A. Price (25 points).** Points will be weighted with regard to the rate anticipated to be utilized most by the City.
 - B. Experience (20 points).** Previous experience in providing a superior level of service on like-sized public and/or private projects.
 - C. Quality of Work (15 points).** Assessments of work quality, performance, and working relationship by current and recent clients that indicate high levels of satisfaction and effectiveness.
 - D. Qualifications of Staff (20 points).** Qualifications of proposed staff to be assigned to the project.
 - E. Communications Capabilities (10 points).** Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
 - F. Reports and Invoices (5 points).** Effectiveness and clarity of sample reports and invoices utilized by the company.
 - G. Local Business Preference (5 points).** Local preference in accordance with Stockton Municipal Code Section 3.68.090.
- 1. Scope of Service:** The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities as outlined in this document in accordance with the California Plumbing Code. It shall be the Contractor's responsibility to effectively repair and maintain - to the satisfaction of the contract administrator - all aspects of plumbing systems in the City facilities with minimal downtime including, but not limited to, digging, backfilling, jetting, tamping, demolition (when material is not to be reinstalled), clean up, and disposal of waste, etc. under this Contract which meet the most recent California Plumbing Code standards. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The Contractor's plumbing maintenance and repairs shall, at a minimum, include but be limited to the specifications outlined herein.
- 2. Services to be Provided:** It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all City maintenance and repair functions during hours of operation and for response after normal working hours. The Contractor shall maintain the appropriate licenses and will comply with all other license, insurance, and permit requirements of the City, State, and Federal governments as well as all other requirements of the law.

3. **Term of Service:** The term of the Contract shall be effective from date of award or July 1, 2016 and shall expire on September 1, 2018, unless extended by mutual agreement through the issuance of a Contract Change Order. The City, at its option, may renew this contract for up to three (3), one year periods. This option will be exercised only if the Contractor has demonstrated superior performance in the provision of On-Call Plumbing Maintenance and Repair Services to the City of Stockton.
4. **Price Adjustment:** No price adjustments will be made to the hourly rate during the life of the Contract unless to match a published change in the applicable wage determination made by the California Department of Industrial Relations (DIR). Price adjustments made based on a new, applicable DIR wage determination(s) shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. DIR wage determination based price adjustment requests must be submitted and approved as a Change Order to the original Contract. Should the City option to renew this contract after the initial 2 year period, the Contractor may submit a written request to increase equipment charges listed on the Equipment Rate Schedule based on cost escalation of equipment listed. The written request shall show justification and cost comparisons.
5. **Work Hours:** Scheduled maintenance and repairs shall typically occur during normal business hours. The City's normal business hours are 7am – 5pm Monday through Friday with alternating closed Fridays. All legal holidays and alternate closed Fridays are observed as non- business hours. Every effort shall be made by the Contractor to avoid overtime rates for routing plumbing services. No overtime rates will be authorized unless previously approved by the Contract Administrator in advance of the work being performed.
6. **Service Availability:** The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:
 - a. Emergencies – two hour response time.
 - b. Non-emergencies – four hour response time.

Time to respond shall start when the City calls the problem into the Contractor's designated emergency phone number. The Contractor shall provide a call-back to the City designee within thirty (30) minutes of the initial call if unanswered by the Contractor. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public comfort and operational capability of any public space.
7. **Advanced Notice of Work:** For routine maintenance, non-emergency repair, facilities new service or installations, Contractor must provide at least twenty four (24) hours –within City's business hours- advance notice to the City prior to commencing work. Contractor shall diligently prosecute work to minimize the time the property is out of service. Contractor shall start work so it is completed before a weekend unless previously approved by the Facilities Manager.
8. **Service Requests:** In addition to service requests submitted verbally by the Contract Administrator, the Contractor shall routinely monitor the City's computerized maintenance management system (CMMS) for work order assignments, no less than once per business day. Upon receipt of service request via CMMS, the Contractor will contact the Contract Administrator

for work authorization with a proposed date and time. The City will not solely rely on (CMMS) to assign emergency, or urgent service requests.

9. **Billable Work:** The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by Contractor staff not conducting maintenance and repair work, or are unqualified to complete needed repairs.
10. **Staffing, Workmanship, and Quality Level:** The Contractor shall provide a staffing level to perform on-call plumbing maintenance and repair services at City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality plumbing maintenance at all times. The Contractor shall possess and maintain a C-36 General Plumbing license by the State of California through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for skills, methods, and actions of all employees, subcontractors and for all work done.
11. **Maintenance and Service Locations:** See LIST OF SERVICE LOCATIONS
12. **Tools and Equipment:** The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining Plumbing systems in City buildings. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.
13. **Parts and Materials:** The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in City facilities. Mark-up on parts and materials may not exceed 10% of Contractor's cost as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.
14. **Inspections and Discrepancies:** So as to ensure consistent quality of the work being performed, a City designee will perform periodic inspections of plumbing systems affected by the Contractor's work to ensure compliance with the Contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. The City reserves the right to retain independent consultation for the evaluation of work conducted to include: workmanship, safety practices, application of industry techniques, or efforts to mitigate disruption to operations and property damage. Upon the discovery of unsatisfactory results, the City may issue in writing a notice of unsatisfactory performance. If corrective work is required, the City will provide a written list of discrepancies to the Contractor to correct at no additional cost to the City. If discrepancies are not addressed within two business days, the City may perform the work using others and deduct the cost from the Contractor's payment either through invoice deduction, or back-charges withheld from the soonest month's payment.

- 15. Emergency Situations:** For medical or public safety emergencies occurring at City facilities, call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Public Works Supervisor of designated staff to report the issue immediately (24-hours/day).
- 16. Hourly Rate:** The hourly rate bid for each type of service listed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit. The time and cost expended on an emergency callback shall be included in the hourly rate proposed. Labor rates include service truck and all tools/equipment typically found on service truck.
- 17. Contract Administrator:** During the performance of the contract the City will be represented by the Facilities Manager, telephone number (209) 937-5069 or their designee.
- 18. Additions and Deletions to Contract:** The City of Stockton currently requires basic and emergency plumbing services for all of the locations listed in this scope. The City reserves the right to either add or delete locations within City limits as conditions warrant. Cost of additional locations shall be the same hourly rate for the requested types of service.
- 19. New Service and Installations:** Contractor may be requested to provide total plumbing and heating service for new sites or locations which the City may operate during the term of this contract. Such heating service is limited to the gas plumbing and connections.
- 20. Continued Use of Facilities:** The facilities being serviced by this contract will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work.
- 21. Notice of Unsatisfactory Performance:** Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, the City may thereupon terminate this contract immediately.
- 22. Service Records:** Contractor shall maintain an accurate record of routine and repair work for all work completed for the City through the City's CMMS. Contractor shall accurately log work time, material, and labor for all completed work within two (2) business days. Data entry into CMMS will not be regarded as an invoice for any services rendered. Training, set-up, and technical support will be provided by the City on the Contractor's provided computer system(s).

LIST OF SERVICE LOCATIONS

ATTACHMENT A
EXHIBIT A

CITY FACILITIES

ANIMAL CONTROL	1575 S. LINCOLN ST.
ARNOLD RUE COMMUNITY CENTER	5758 LORRAINE AV.
CESAR CHAVEZ CENTRAL LIBRARY	605 N EL DORADO ST
CITY ANNEX / PERMIT CENTER	6 E LINDSAY ST
CITY HALL	425 N EL DORADO ST
CIVIC AUDITORIUM	525 N CENTER ST
CORP YARD	1465 S LINCOLN ST
DELTA WATER SUPPLY	11373 N. LOWER SACRAMENTO RD
DOROTHY JONES COMMUNITY CENTER	2044 FAIR ST.
FAIR OAKS LIBRARY	2370 E MAIN ST
FIRE COMPANY #1	1818 FRESNO AV
FIRE COMPANY #10	2903 W. MARCH LN.
FIRE COMPANY #11	1211 E. SWAIN RD.
FIRE COMPANY #12	4010 E. MAIN ST.
FIRE COMPANY #13	3606 HENDRIX DR
FIRE COMPANY #14	3019 MCNABB PL.
FIRE COMPANY #2	110 W. SONORA ST.
FIRE COMPANY #3	1116 E. FIRST ST.
FIRE COMPANY #4	5525 PACIFIC AV.
FIRE COMPANY #5	3498 MANTHEY RD.
FIRE COMPANY #6	1501 PICARDY LN
FIRE COMPANY #7	1767 W. HAMMER LN.
FIRE COMPANY #9	550 E. HARDING WY.
MARGARET TROKE LIBRARY	502 W BENJAMIN HOLT DR
MAYA ANGELOU BRANCH LIBRARY	2324 POCK LN
MCKINLEY COMMUNITY CENTER	424 E. NINTH ST.
MERLO GYM	1670 E. SIXTH ST.
MUNICIPAL UTILITY DISTRICT (MUD)	2500 NAVY DR.
OAK PARK SWIMMING POOL	ALPINE AV & ALVARADO
OAK PARK ICE ARENA	3545 ALVARADO ST.
OAK PARK TENNIS COMPLEX	3514 SUTTER ST
PISTOL RANGE	3040 NAVY DR
PODESTO TEEN CENTER	725 N. EL DORADO ST.
POLICE DEPARTMENT	22 E MARKET ST
SEIFERT COMMUNITY CENTER	28 W. BENJAMIN HOLT DR.
SENIOR CENTER	730 E. FULTON AV.
SIERRA VISTA COMMUNITY CENTER	2456 BELLEVIEW AV.
STEWART EBERHART BUILDING	22 E WEBER AV
STOCKTON ARENA	248 W. FREMONT ST
STRIBLEY COMMUNITY CENTER	1760 E. SONORA ST.
SWENSON GOLF CLUBHOUSE	6803 ALEXANDRIA PL
VAN BUSKIRK COMMUNITY CENTER	714 HOUSTON AV
VAN BUSKIRK GOLF	1740 HOUSTON AVENUE
WATER FIELD OFFICE	7400 WEST LN

LIST OF SERVICE LOCATIONS**PARK FACILITIES**

AMERICAN LEGION PARK	1859 N BAKER ST
ANDERSON PARK	6201 N EL DORADO ST
ATHERTON PARK	1978 QUAIL LAKES DR
BROOKING PARK	4500 NUGGET AV
BUCKLEY COVE PARK	4311 BUCKLEY COVE WY
CALDWELL PARK	3021 PACIFIC AV
DENTONI PARK	1430 ROYAL OAKS DR
FAKLIS PARK	5250 COSUMNES DR
GIBBONS PARK	1825 W HAMMER LN
GRUPE PARK	5818 CUMBERLAND PL
HARRELL PARK	2244 S LINCOLN ST
LONG PARK	4535 WOODCHASE LN
LOUIS PARK	3201 MONTE DIABLO AV
PIXIE WOODS	3201 MONTE DIABLO AV
MATT EQUINOA PARK	9499 GLACIER POINT DR
MCKINLEY PARK	424 E NINTH ST
MISASI PARK	9820 RONALD E MCNAIR WY
MORELLI PARK	1025 W WEBER AV
NELSON PARK	3535 BROOKVIEW DR
OAK PARK	501 E ALPINE AV
PANELLA PARK	5758 LORRAINE AV
PAUL E WESTON PARK	3603 E W S WOODS BL
PETERSON PARK	2429 S UNION ST
SANDMAN PARK	8801 DON AV
SHERWOOD PARK	100 W ROBINHOOD DR
STRIBLEY PARK	502 DELLA ST
SWENSON PARK	6803 ALEXANDRIA PL
VALVERDE PARK	2418 ARDEN LN
VAN BUSKIRK PARK	734 HOUSTON AV
VICTORY PARK	1001 N PERSHING AV
WILLIAMS BROTHERHOOD PARK	2040 S AIRPORT WY

COST PROPOSAL

On-Call Maintenance and Repair of Plumbing at City Facilities
as described in this Special Provisions and Scope.

PIPE AND PLANT SOLUTIONS, INC.

Bid Item	Labor Rate Schedule	Hourly Rate	Comments
1	Shop rate for plumbing services – Apprentice (7:00 a.m. to 5:00 p.m.)	65.00	
2	Shop rate for plumbing services – Journeyman (7:00 a.m. to 5:00 p.m.)	93.64	
3	Shop rate for other plumbing services – Describe in Comments (7:00 a.m. to 5:00 p.m.)	Various	See attached cost proposal
4	Overtime rate for Apprentice (5:00 p.m. to 7:00 a.m.)	95.00	
5	Overtime rate for Journeyman (5:00 p.m. to 7:00 a.m.)	123.82	
6	Other Overtime rate – Describe in Comments (5:00 p.m. to 7:00 a.m.)	Various	See attached cost proposal
7	Saturday, Sunday, & Holiday Rate	154.01	
	Specialized Equipment Rate Schedule Describe Equipment & Hourly or Flat Rate	Hourly Rate	Comments
8	See attached proposal		
9			
10			
11			

Note: 1. All rates includes service truck and all tools/equipment on truck.
2. Quantities cannot be predetermined, but shall be on an "as needed" basis. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

Pipe and
Plant

PIPE AND PLANT SOLUTIONS, INC.

9. COST PROPOSAL

ATTACHMENT A

EXHIBIT B

TIME AND MATERIAL UNIT RATES -- INSPECTION AND CLEANING

ITEM	DESCRIPTION	EST. QNTY	UNIT OF MEASURE	UNIT COST	ITEM PRICE
1	Shop rate for plumbing services - Apprentice (7AM-5PM)	1	PER HOUR	\$ 65.00	\$ 65.00
2	Shop rate for plumbing services - Journeyman (7AM-5PM)	1	PER HOUR	\$ 93.64	\$ 93.64
3	Shop rate for other plumbing Services (7AM-5PM) - Describe in Comments:				
3A	CLEANING TECHNICIAN (STRAIGHT TIME)	1	PER HOUR	\$ 95.00	\$ 95.00
3B	CLEANING ASSISTANT (STRAIGHT TIME)	1	PER HOUR	\$ 90.00	\$ 90.00
3C	CCTV INSPECTION TECHNICIAN	1	PER HOUR	\$ 105.00	\$ 105.00
3D	CCTV INSPECTION ASSISTANT	1	PER HOUR	\$ 90.00	\$ 90.00
4	Overtime rate for Apprentice (5PM-7AM)	1	PER HOUR	\$ 95.00	\$ 95.00
5	Overtime rate for Journeyman (5PM-7AM)	1	PER HOUR	\$ 123.82	\$ 123.82
6	Saturday, Sunday, & Holiday Rate	1	PER HOUR	\$ 154.01	\$ 154.01
7	Service Truck	1	PER DAY	\$ 130.00	\$ 130.00
8	Confined Space Equipment	1	PER DAY	\$ 500.00	\$ 500.00

TIME AND MATERIAL UNIT RATES -- TRAFFIC CONTROL

ITEM	DESCRIPTION	EST. QNTY	UNIT OF MEASURE	UNIT COST	ITEM PRICE
1	CMS BOARD	1	PER DAY	\$ 292.00	\$ 292.00
2	ARROW BOARD	1	PER DAY	\$ 110.00	\$ 110.00
3	ROLL UP SIGN WITH STAND	1	PER DAY	\$ 9.00	\$ 9.00
4	TYPE I BARRICADE	1	PER DAY	\$ 1.50	\$ 1.50
5	TYPE III BARRICADE	1	PER DAY	\$ 5.00	\$ 5.00
6	TRAFFIC CONE	1	PER DAY	\$ 1.00	\$ 1.00
7	PORTABLE TUBULAR FLASHING BEACON	1	PER DAY	\$ 1.00	\$ 1.00
8	WATER FILLED PLASTIC BARRIER	1	PER DAY	\$ 9.00	\$ 9.00
9	DELINEATOR DRUM	1	PER DAY	\$ 2.50	\$ 2.50
10	TYPE K CONCRETE BARRIERS (20 LF)	1	PER DAY	\$ 20.00	\$ 20.00
11	CRASH BARREL ARRAY (PRICE PER BARREL, UNFILLED)	1	PER DAY	\$ 13.00	\$ 13.00
12	PORTABLE FLASHING BEACON	1	PER DAY	\$ 26.00	\$ 26.00
13	ALUMINUM SIGNS / SQUARE FOOT	1	SF	\$ 0.65	\$ 0.65

TIME AND MATERIAL UNIT RATES -- WATER HANDLING EQUIPMENT

ITEM	DESCRIPTION	EST. QNTY	UNIT OF MEASURE	UNIT COST	ITEM PRICE
1	2" SUBMERSIBLE	1	PER DAY	\$ 150.00	\$ 150.00
2	3" SUBMERSIBLE	1	PER DAY	\$ 175.00	\$ 175.00
3	4" SUBMERSIBLE	1	PER DAY	\$ 292.00	\$ 292.00
4	6" SUBMERSIBLE	1	PER DAY	\$ 357.00	\$ 357.00
5	2" TRASH PUMP	1	PER DAY	\$ 130.00	\$ 130.00
6	3" TRASH PUMP	1	PER DAY	\$ 160.00	\$ 160.00
7	4"-6" TRASH PUMP	1	PER DAY	\$ 375.00	\$ 375.00
8	2" HOSE (PER 50/LF)	1	PER DAY	\$ 10.00	\$ 10.00
9	3" HOSE (PER 50/LF)	1	PER DAY	\$ 10.00	\$ 10.00
10	4" HOSE (PER 50/LF)	1	PER DAY	\$ 15.00	\$ 15.00
11	6" HOSE (PER 50/LF)	1	PER DAY	\$ 15.00	\$ 15.00
12	5,000 GALLON WATER STORAGE TANK	1	PER DAY	\$ 75.00	\$ 75.00
13	20,000 GALLON WATER STORAGE TANK	1	PER DAY	\$ 125.00	\$ 125.00
14	200 GPM BAG FILTRATION UNIT	1	PER DAY	\$ 354.00	\$ 354.00
15	30" DIAMETER MEDIA FILTRATION	1	PER DAY	\$ 480.00	\$ 480.00

TIME AND MATERIAL UNIT RATES -- MISCELLANEOUS

ITEM	DESCRIPTION	EST. QNTY	UNIT OF MEASURE	UNIT COST	ITEM PRICE
1	DELIVERY LABOR AND TRUCK	1	HR	\$ 125.00	\$ 125.00
2	SPECIALIST OR MATERIAL PURCHASE (INVOICE RATE ADD 10% MARKUP)	1	%	10.00%	10.00%
3	END DUMP AND DRIVER	1	HR	\$ 142.00	\$ 142.00
4	TEN WHEELER AND DRIVER	1	HR	\$ 127.00	\$ 127.00
5	WATER TRUCK (2000 GALLON)	1	HR	\$ 67.50	\$ 67.50
6	LOW BOY	1	HR	\$ 165.00	\$ 165.00
7	CLASS II MATERIAL DISPOSAL	1	TON	\$ 45.00	\$ 45.00
8	CLASS I NON- RCRA HAZARDOUS MATERIAL DISPOSAL	1	TON	\$ 150.00	\$ 150.00
9	TESTING AND MATERIAL CLASSIFICATION	1	TEST PER 250 CY	\$ 1,250.00	\$ 1,250.00
10	ROLL OFF DEBRIS BOXES	1	PER DAY	\$ 75.00	\$ 75.00
11	ROLL OFF TRUCK AND DRIVER	1	HR	\$ 142.00	\$ 142.00

Pipe and Plant Solutions, Inc. T&M Rates UG Work

<i>PPSI Equipment</i>	U/M	T&M Rate\$
MINI EXCAVATOR	HR	\$ 75.40
VACTOR 2100 SERIES PLUS COMBO TRUCK	DAY	\$ 950.00
CCTV INSPECTION VAN	DAY	\$ 650.00
BACKHOE	HR	\$ 71.50
COMPACTOR/VIBRAPLATE	HR	\$ 45.50
GENERATOR/COMPRESSOR W TOOLS	DAY	\$ 325.00
FUEL TRUCK	HR	\$ 52.00
WACKER/JUMPING JACK	HR	\$ 19.50
WATER TRUCK	HR	\$ 67.50
TEN WHEELER AND DRIVER	HR	\$ 127.00
END DUMP AND DRIVER	HR	\$ 142.00
LOW BOY	HR	\$ 165.00
Bomag BW120AD Roller	HR	\$ 58.50
Caterpillar 416C/420E Backhoe	HR	\$ 65.00
Cat 416C/420E Backhoe w/Hoe Ram or Breaker	HR	\$ 156.00
Caterpillar D3 Crawler Dozer	HR	\$ 84.50
Caterpillar D6M Crawler Dozer	HR	\$ 123.50
Caterpillar D8 Crawler Dozer	HR	\$ 182.00
Caterpillar 950G Loader	HR	\$ 156.00
Caterpillar 966 Loader	HR	\$ 182.00
Hitachi Ex 120 Excavator	HR	\$ 149.50
Hitachi Ex 400 Hydraulic	HR	\$ 273.00
Hitachi 600 Excavator	HR	\$ 448.50
John Deere 35D Mini Excavator	HR	\$ 75.40
J Deere 50C MiniExcavator	HR	\$ 75.40
Kawasaki 70Z Wheel Loader	HR	\$ 149.50
Kobelco SK50SR Mini Excavator	HR	\$ 75.40
Kobelco SK200LK Excavator	HR	\$ 149.50
Kobelco SK210LC Excavator	HR	\$ 156.00
Kobelco SK290LC Excavator	HR	\$ 201.50
Kobelco SK330CVI Excavator	HR	\$ 214.50
Kobelco SK330CVI Excavator w-Allied Hammer	HR	\$ 455.00
Caterpillar 385 Excavator	HR	\$ 585.00
Linkbelt 330LX Excavator	HR	\$ 214.50
Takeuchi TL140 Track Loader	HR	\$ 110.50
Takeuchi TB153 Excavator	HR	\$ 110.50

Exhibit C:
Insurance Requirements for Most Contracts
(Services & Products)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

- ***Additional Insured Status***
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at**

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

- ***Notice of Cancellation***

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

- ***Waiver of Subrogation***

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

- ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- ***Claims Made Policies***

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

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- ***Special Risks or Circumstances***

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

- ***Certificate holder address***

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

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- ***Maintenance of Insurance***

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

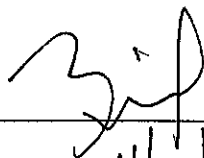
- ***Subcontractors***

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

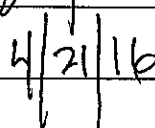
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder

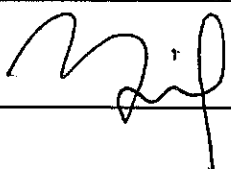
A handwritten signature in black ink, appearing to be "J. P.", written over a horizontal line.

Date Signed

A handwritten date "4/21/16" in black ink, written over a horizontal line.

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

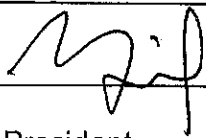
CONTRACTOR: William Gilmartin, IV
BY: 
President
TITLE

DATE: 04/21/2016

**DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION**

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: William Gilmartin, IV
BY: 
TITLE: President
DATE: 04/21/2016

NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the President, of Pipe and Plant Solutions, INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 21, 2016 at Berkeley (city), CA (state).

(Signature)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. 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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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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Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 of 14
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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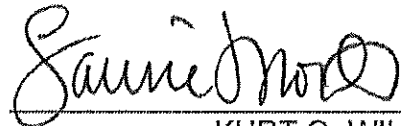
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

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