

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this ___ day of _____ 2018, between the CITY OF STOCKTON, a municipal corporation ("CITY), and **ANIMAL DAMAGE MANAGEMENT**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **16170 VINEYARD BOULEVARD, SUITE 150, MORGAN HILL, CALIFORNIA 95037**, hereinafter called "CONTRACTOR." THIS CONTRACT is for the **PARK AND LANDSCAPE PEST CONTROL (PROJECT NO. OM-17-010)**, hereinafter referred to as "SERVICE".

RECITALS

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

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

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.
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**, 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 exceed **\$59,880.00** or as otherwise mutually agreed to in a Contract Change Order.

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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**. This contract shall commence on the date written above and shall expire on **JUNE 30, 2019**, 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.

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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.

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 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27,

2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

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

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

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

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

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

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

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

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor

upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

12. INTEGRATED PEST MANAGEMENT. To the greatest extent practical, Operator will use Integrated Pest Management practices, principles, concepts and the least toxic method to achieve the desired result.

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

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

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

Pest management schedules, applications, public posting, and Material Safety Data Sheets shall be discussed and reported on during the quarterly meetings.

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

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

To CONTRACTOR: Animal Damage Management	To City: Public Works Director
16170 Vineyard Blvd, Ste 150	City of Stockton
Morgan Hill, CA 95037	22 E. Weber Ave., Rm. 301
	Stockton, CA 95202

15. 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 with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. PAYROLL RECORDS - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. APPRENTICESHIP STANDARDS - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor

Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin,

Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. 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.

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

24. 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.

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

27. **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

ANIMAL DAMAGE MANAGEMENT

By: _____
KURT O. WILSON
CITY MANAGER

By: 
Signature

ATTEST:

Cody UW - Vice President
Print Name

By: _____
BRET HUNTER
INTERIM CITY CLERK

Title: Business Operations
Manager

APPROVED AS TO FORM:

By: _____
DEPUTY CITY ATTORNEY



PUBLIC WORKS DEPARTMENT

PROJECT SPECIFICATIONS

FOR CONSTRUCTION OF

PARK AND LANDSCAPE PEST CONTROL PROJECT NO. OM-17-010

Mandatory Job Walk: N/A
Bid Opens: May 04, 2017, 2 p.m.

CONTRACTOR MUST HAVE A
PEST CONTROL BUSINESS LICENSE

FOR INFORMATION
REGARDING THIS PROJECT CALL PROJECT MANAGER,
Susan Christy, (209) 937-8372, OR EMAIL,
susan.christy@stocktonca.gov

**PARK AND LANDSCAPE PEST CONTROL
PROJECT NO. OM 17-010**

SPECIFICATIONS FOR PEST CONTROL

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SPECIFICATIONS FOR PEST CONTROL

INTRODUCTION

The City desires to retain a Contractor for pest control services at various City Parks, public open spaces and street landscaping. The goal is to provide a safe environment for maintenance and park users, Contractor will ensure that there are no hazards to people, pets, wildlife, and the park's environment caused by rodents. This calls for the Contractor to reduce, and eliminate rodents, specifically gophers, voles, and ground squirrels. We expect the Contractor to limit the use of pesticides (see Scope of Work for pesticide requirements) and use mechanical means whenever feasible in order to limit or prevent damage to any park ornamental landscaping and turf. Holes and turf damage caused by rodents will be the responsibility of the contractor to fill and repair. The selected Contractor must be able to provide insurance to meet the City's requirements, have a City business license and a Pest Control Business License issued by the Department of Pesticide Regulation.

If there is any conflict between the SPECIFICATIONS FOR PEST CONTROL and the INSTRUCTIONS TO BIDDERS, the SPECIFICATIONS FOR PEST CONTROL will take precedence.

CONTRACT EXTENSION

Upon request from the Contractor, the City may approve extending this contract for one, two, or three years, but in no case, shall the contract be extended for more than four years from the original contract date. Initial cleanout rates only apply to the first month of the first service year of this contract. The Contractor must submit a request for a contract extension in writing to the Contract Administrator at least two hundred and seventy (270) days prior to the expiration of the contract or any extension granted. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications.

PAYMENT

Invoices for work and required reports shall be submitted once monthly to the City Representative/Project Manager. Invoices and reports shall be emailed to PWParcsInvoices@stocktonca.gov and the Project Manager. Work will be paid for in arrears in equal monthly payments within 45-60 days of receiving invoice and all required reports. With each month's invoice, Contractor shall submit reports in a format similar to **Attachment A** and **Attachment B**. Attachment A details the brand name(s) of material(s) used, amount of material(s) used, amount and name of active ingredient(s), location treated/service, date of treatment/service and inspection. Attachment A is to be turned in once a month. Attachment B is the Quality Inspection Report detailing what the technician observed and what was done at the site. A separate Quality Inspection Report shall be submitted for each day a site is serviced and inspected. Failure to submit the required reports with invoices will delay payment processing until reports are received.

RETENTION

A five percent (5%) retention will be held from the first twelve (12) invoices (Clean-out and 11-months of service) submitted by the contractor. Upon satisfactory completion of the contract term or any extensions/s granted and submission of request for release of retention, retention will be released to the Contractor upon written request and at least 35 days after the notice of completion has been posted by the County Recorder's Office. "Satisfactory completion of the contract term or any extension granted" is defined as leaving the work sites with a rodent population exterminated in accordance with these specifications and subject to approval by the City Representative/Project Manager.

CONTRACT BONDS

Performance and Labor and Materials bonds will not be required for this project. Liquidated Damages may apply.

EXTRA WORK

The City may request the Contractor to perform extra work. Any extra work will be paid for on a time and materials basis. Should there be additional parks that require rodent control and needed to be added to the existing agreement, the value of new work shall be determined by the average clean out cost and average regular monthly cost per acre set forth in bid. All proposals for extra work must be approved by the City Representative/Project Manager and will be processed as a Contract Change Order. No work can be performed on change order sites until an approved Contract Change Order is received by Contractor.

UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

WORKMANSHIP

It is the intention of the City of Stockton Public Works Department to call for the highest level of quality in maintenance compatible with standard practice. Contractor will be required to identify pests and provide the appropriate treatment that targets the right time in the pest's life cycle for minimal chemical use. Bait, chemicals and/or traps shall not be left exposed. Regular field checks by the supervisor are required. The supervisor's signature on Attachment B certifies that work is being inspected regularly and that all work billed is in compliance with this specification.

Contractor shall perform work herein provided for and subject to his/her direction, to the satisfaction of the City Representative/Project Manager. The Contractor shall cooperate with the City Representative/Project Manager to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be notified and will be responsible for correcting such deficiencies as directed by the City Representative/Project Manager within three (3) working days and at no additional cost to the City of Stockton. Public Health and safety deficiencies shall be corrected immediately.

LICENSING REQUIREMENT

Contractor shall possess a City of Stockton business license and shall possess a Pest Control Business License issued by the Department of Pesticide Regulation/Structural Pest Control Board. Contractor shall maintain said licenses for the duration of the work. A copy of your company's Pest Control Business License must be submitted with your proposal.

INSURANCE

Contractor shall provide insurance meeting the City's requirements as shown in **Exhibit A of Instruction to Bidders**. Contractor shall maintain said insurance for the duration of the work. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this agreement the policies of insurance specified in Exhibit A.

SCOPE OF WORK

Contractor shall control rodents in the areas described in "Areas to be Serviced" to eliminate rodents; including but not limited to, gophers, voles, and ground squirrels, in the described areas.

Contractor shall regularly monitor for any areas of new activity and expand eradication efforts as necessary. At a minimum, supervisors shall inspect all sites once every week for the presence of rodents, large open holes, trenches, bait, chemicals or traps left above ground and take immediate action to correct the conditions. Supervisors will sign a report and forward the report to the Project Manager every two weeks.

Contractor should use mechanical control methods wherever practical and as necessary, and baited traps only as necessary, to maintain 90%-100% level of control. All pesticides shall be contained in traps placed below ground. No above ground poisonous chemicals shall be used at any time. No second-generation anticoagulants shall be used at any time. All traps or underground cages must be checked daily and all rodents removed and disposed of in accordance with regulations.

Contractor shall provide at their own risk, all labor, materials (to include soil for filling holes and burrows), supervision, tools, equipment, insurance, storage, transportation, disposal, and proper protection to reduce and if possible, eliminate the rodent population; eliminating damage to the landscaping from rodents. Soil material must be suitable for landscaping and is subject to Project Manager approval. Contractor shall collect and properly dispose of any dead rodents. Contractor shall fill all trenches and holes caused by squirrels, gophers, and all other underground rodents at all times to prevent safety hazards to park users. Many of the large holes and trenches are located along pedestrian pathways, at the base of trees in the park, in dog park areas (Weston Park) and on the baseball fields.

Contractor shall report to the City Representative/Project Manager any and all conditions that may exist or occur having the potential to pose a threat to public health, safety, increased rodent activity, or longevity of site improvements. Said reporting shall be done even if correction of the condition is outside this scope of work.

BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

INITIAL CLEAN OUT (BEGINNING OF WORK)

Within two calendar weeks of receiving the Notice to Proceed from the City, the Contractor shall begin an Initial Clean-out. Contractor shall perform an initial clean-out of all areas to be treated and serviced to eradicate a minimum of 90% of nuisance rodents. Contractor shall continue to eradicate as frequent as necessary in the first month to obtain and maintain at least a 90%-100% control, with no holes or safety hazards in the park due to rodents. At each site visit/service, Contractor shall collect and properly dispose of any dead rodents. In the initial clean out phase, Contractor shall also fill all holes and trenches throughout each site caused by the rodents under this agreement. Special attention shall be given to areas along the pedestrian pathways, at the base of all trees in the parks, and in the baseball fields, (infields and out fields). Any holes left by rodents shall be filled to level ground.

MONTHLY SERVICE (TIME OF COMPLETION)

Contractor shall service each site at a frequency to effectively maintain 90%-100% control. In no cases shall service at all sites be less than two (2) times per month. Each site is inspected weekly by City representatives. At each site visit/service, Contractor shall collect and properly dispose of any dead rodents.

LIQUIDATED DAMAGES

At the City's sole discretion, the Contractor may be required to pay liquidated damages in the amount of \$250.00 per day for every working day delay in the start of the Initial clean-out. City inspection reports finding visible rodents and open holes caused by rodents may result in payment at that site being reduced by 50% for the affected month.

LEVEL OF CONTROL

Contractor shall guarantee a minimum of 95% control, preferably 100%, subject to interpretation by the City representative. This will be determined by the presence of holes and damage, in addition to rodents visibly present.

HOURS AND DAYS OF WORK

Any work using equipment powered by an internal combustion engine shall only be performed between the hours of 7:00 a.m. and 10:00 p.m.

DOMESTIC PETS AND NON-TARGET ANIMALS

The areas to be serviced are within and/or next to existing residential developments. The areas to be monitored are frequented by humans and their domestic pets/animals. The areas are also visited by birds of prey and other wildlife. Contractor shall use all caution necessary to prevent humans, domestic pets and non-target animals/fowl from being harmed by contractor's methods to control rodents.

If burrows or holes exist from non-target animals, Supervisor should document and notify the Program Manager administering the contract as soon as possible.

RODENT CONTROL

During each regular service, Contractor shall police the area and collect and dispose of rodent carcasses in an appropriate manner. All control measures shall be placed in locations not accessible to children, pets, wildlife, and domestic animals.

PROGRAM EVALUATION

The City of Stockton reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies, subject to determination by the City representative.

QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract and the City of Stockton's goal (90%-100%) level of control is met. Prior to the starting work of the contract, the Contractor shall submit a copy of his program to the Contract Administrator. The program shall include, but not be limited to the following:

1. An inspection system covering all locations.
2. A check-list that will be used in inspecting contract performance during regularly scheduled or unscheduled inspections.
3. The name(s) and contact information of the individual(s) and who will perform the inspections, including location of sites.
4. A system of identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable or the City Inspectors point out the deficiencies.
5. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be maintained locally and made available to the City of Stockton upon request.

SAFETY AND HEALTH

All work shall comply with all applicable State of California and City of Stockton safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulation pertaining to the health and safety of personnel during the execution of work.

Contractor will ensure all rodent holes and trenches are filled at/during each service. Contractor is responsible for providing fill dirt to repair collapsed rodent runs, if called upon to do so by City staff.

AREAS TO BE SERVICED

Location maps of the areas to be treated are attached for reference (Attachment C).

NOTE: Measurements and areas described below and noted on the maps are approximate and are provided for reference only. Contractor is strongly encouraged to verify all measurements and areas provided in the following descriptions when preparing their proposal.

1. **Baxter Park**
Approximately 9-acre public park
10410 Muir Woods Avenue
2. **Equinoa Park**
Approximately 14-acre public park
9499 Glacier Point Drive
3. **Faklis Park**
Approximately 16-acre public park
5250 Consumnes
4. **William Long Park**
Approximately 7-acre public park
949 Henry Long Boulevard
5. **Pitts Park**
Approximately 10-acre public park
510 Villa Point Drive
6. **Shropshire Park**
Approximately 6-acre public park
4120 Pock Lane
7. **Smith Park**
Approximately 5-acre public park
2608 William Moss Boulevard
8. **Unity Park**
Approximately 5-acre public park
5525 Rayanna Drive
9. **Paul E. Weston Park**
Approximately 24-acre public park
3641 EWS Woods Boulevard

10. Weston Ranch Streetscaping and PG&E Easement/Greenbelt:

A. Streetscaping: Approximately 10.80 acres of landscaping between the curb and masonry back-up wall/fence along the following street segments:

- 1) Carolyn Weston Boulevard, both sides, from the French Camp Slough bridge to Henry Long Boulevard, and the median islands at General Mueller Lane, Lloyd Thayer Circle/EWS Woods, John Townsend Place, Gordon Verner Circle, Waterview Lane, Kay Bridges Place, Wild Rose Lane, and Monet Place and Cadet Way.
- 2) Carolyn Weston Boulevard, both sides, from French Camp Road to approximately 1,050 feet north of French Camp Road and the median islands Moorcroft Circle and Dock Landing Way.
- 3) French Camp Road, north side from McDougald Avenue to EWS Woods Boulevard
- 4) French Camp Road, north side from Alice McCuen Avenue to Carolyn Weston Boulevard,
- 5) Manthey Road, west side, from William Moss Boulevard to 925 feet north of William Moss Boulevard
- 6) McDougald Avenue, west side from French Camp Road to 260 feet north of French Camp Road
- 7) McDougald Avenue, east side from Henry Long Boulevard to 275 feet north of Henry Long Boulevard
- 8) William Moss Boulevard, north side, from Carolyn Weston Boulevard to 1,360 feet west of Carolyn Weston Boulevard. **NOTE:** only the areas between the **masonry fence** and the sidewalk are to be treated.
- 9) William Moss Boulevard, south side, from Carolyn Weston Boulevard to 550 feet west of Carolyn Weston Boulevard. **NOTE:** only the areas between the **masonry fence** and the sidewalk are to be treated.
- 10) Alice McCuen Avenue, west side, from Henry Long Boulevard to French Camp Road.
- 11) Dominion Drive, north and south sides, from Alice McCuen Avenue to 265 feet west of Alice McCuen Avenue.
- 12) Henry Long Boulevard, north side, from EWS Woods Boulevard to Alice McCuen Avenue.

B) All of the approximately 33.70 acre PG&E Easement/Greenbelt except the PG&E "Square." Within the segment of the PG&E Easement/Greenbelt lying between Carolyn Weston Blvd. and William Moss Blvd and west of Paul E. Weston Park PG&E owns an approximately 2.8 acre 'square' denoted on the map. The PG&E "Square" is not part of the area to be treated.

11. Brooking Park

Approximately 3-acre public park
4500 Nugget Avenue

12. Dentoni Park

Approximately 9.5-acre public park
1430 Royal Oaks Drive

13. Gibbons Park

Approximately 4-acre public park
1825 W. Hammer Lane

14. Harrell Park

Approximately 8-acre public park
2244 S. Lincoln Street

15. Holmes Park

Approximately 2-acre public park
1718 Ralph Drive

16. Lafayette Park

Approximately 2-acre public park
825 South Hunter Street

17. Laughlin Park

Approximately 5-acre public park
2733 Estate Drive

18. McKinley Park

Approximately 23-acre public park
424 E. Ninth Street

19. Misasi Park

Approximately 19-acre public park
9820 Ronald E. McNair Way

20. North Stockton Soccer Complex

Approximately 38-acre public park
10555 N SR 99 W Frontage

21. Oak Park (excludes Hebert Field fenced area and NW fenced softball diamond area)

Approximately 42-acre public park
East Alpine Avenue

22. Panella Park

Approximately 17-acre public park
5758 Lorraine Avenue

23. Peterson Park

Approximately 3-acre public park
2429 S. Union Street

24. Sandman Park

Approximately 15-acre public park
8801 Don Avenue

25. Sousa Park

Approximately 5-acre public park
2829 Yosemite Avenue

26. Swenson Park (including Swenson View Park)

Approximately 12-acre public park
6803 Alexandria Place

27. Van Buskirk Park

Approximately 21-acre public park
734 Houston Avenue

**PARK AND LANDSCAPE PEST CONTROL
PROJECT NO. OM 17-010**

WORK RECORD SUMMARY/SERVICE AREA CHECKLIST

Place a check mark by area serviced and date of inspections:

LOCATION	All control measures verified below ground	Holes and trenches covered	Date serviced and inspected
Baxter Park			
Equinoa Park			
Faklis Park			
Long Park			
Pitts Park			
Shropshire Park			
Smith Park			
Unity Park			
Weston Park			
Weston Ranch – Streetscaping and PGE Easement/Greenbelt			
Brooking Park			
Dentoni Park			
Gibbons Park			
Harrell Park			
Holmes Park			
Lafayette Park			
Laughlin Park			
McKinley Park			
Misasi Park			
North Stockton Soccer Complex			
Oak Park			
Panella Park			
Peterson Park			
Sandman Park			
Sousa Park			
Swenson Park			
Van Buskirk Park			

Materials used: _____

Quantity of materials used: _____

Additional, extra or specified work performed (describe): _____

Service Technician: _____ (print name)

Signature: _____ Service Date: _____

Quality Control Inspection Report

Site address: _____

Last inspection date: _____

Today's observations: _____

New dirt mounds or new tunneling or digging? Yes _____ No _____

Are there large holes along Pedestrian Walkways, base of trees in Park, or deep trenches? _____ If so, have those been plugged up with dirt? _____

Were there rodent carcasses collected and properly disposed of? _____

What kind of rodent? _____

Are there other rodents, other than gophers on this site? Yes _____ No _____

If so, what kind of rodents: **(Moles, Voles, Squirrels)** _____

Describe location: (Street Landscape, Park Area, Median, Other) _____

What actions were taken today? _____

Are there cages placed at this site? _____ If so, quantity _____

Were chemicals used at this site? _____

If chemicals were used, please provide the name of the chemical and the amount used.
(All products must be EPA registered) _____

Did the inspector see any signs of damaged ornamental landscaping and turf in this area? Please describe _____

Did the inspector smooth out the unearth dirt and cover all existing holes or trenches?
(This will determine if there is continued rodent activity on next site visit) Yes_No _____

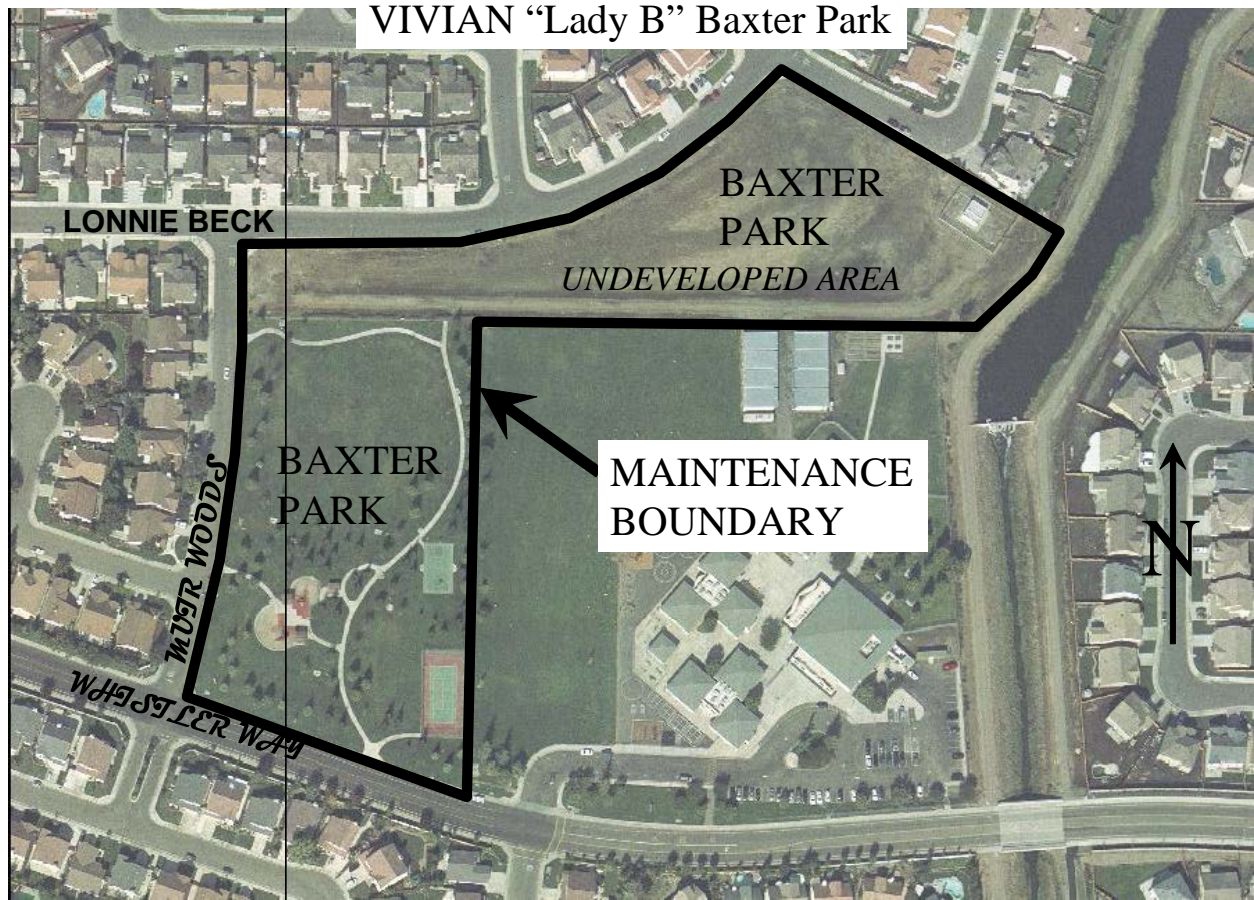
Did the inspector see signs of improvement in the 90% eradication goal? Yes_No _____

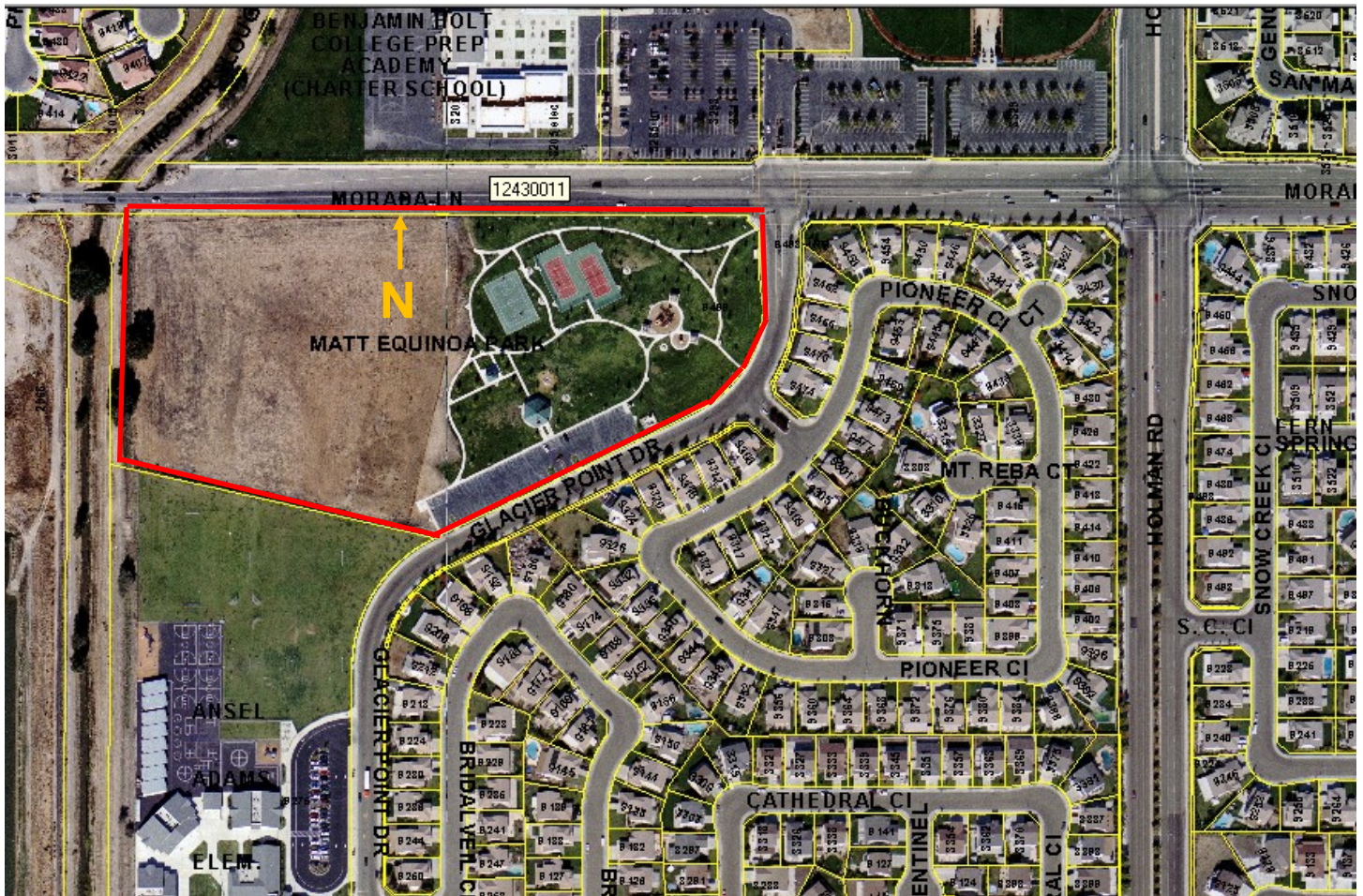
Inspector's opinion and comments: _____

Signature _____ Date _____

Supervisor's signature _____ Date _____

Please email a copy of the inspection report to Sue Christy, Public Works Department
susan.christy@stocktonca.gov

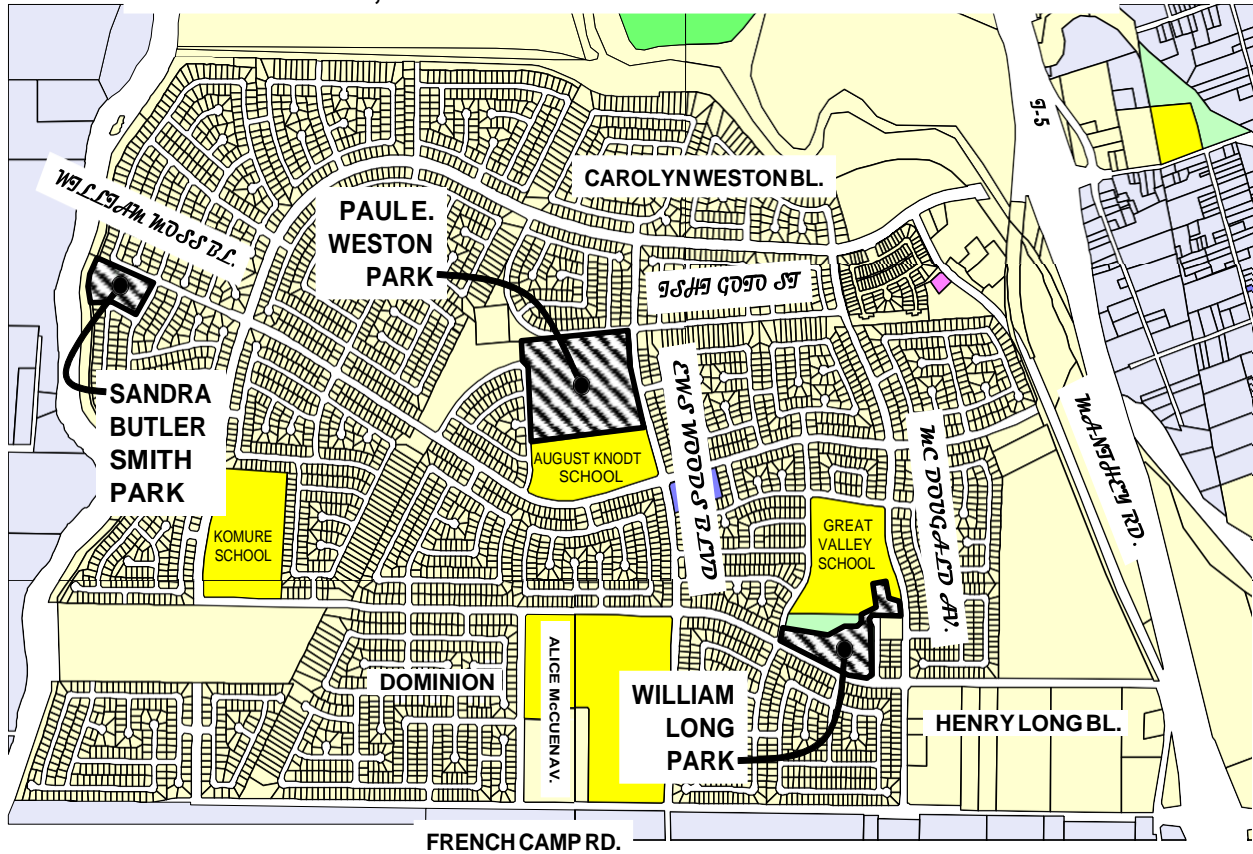




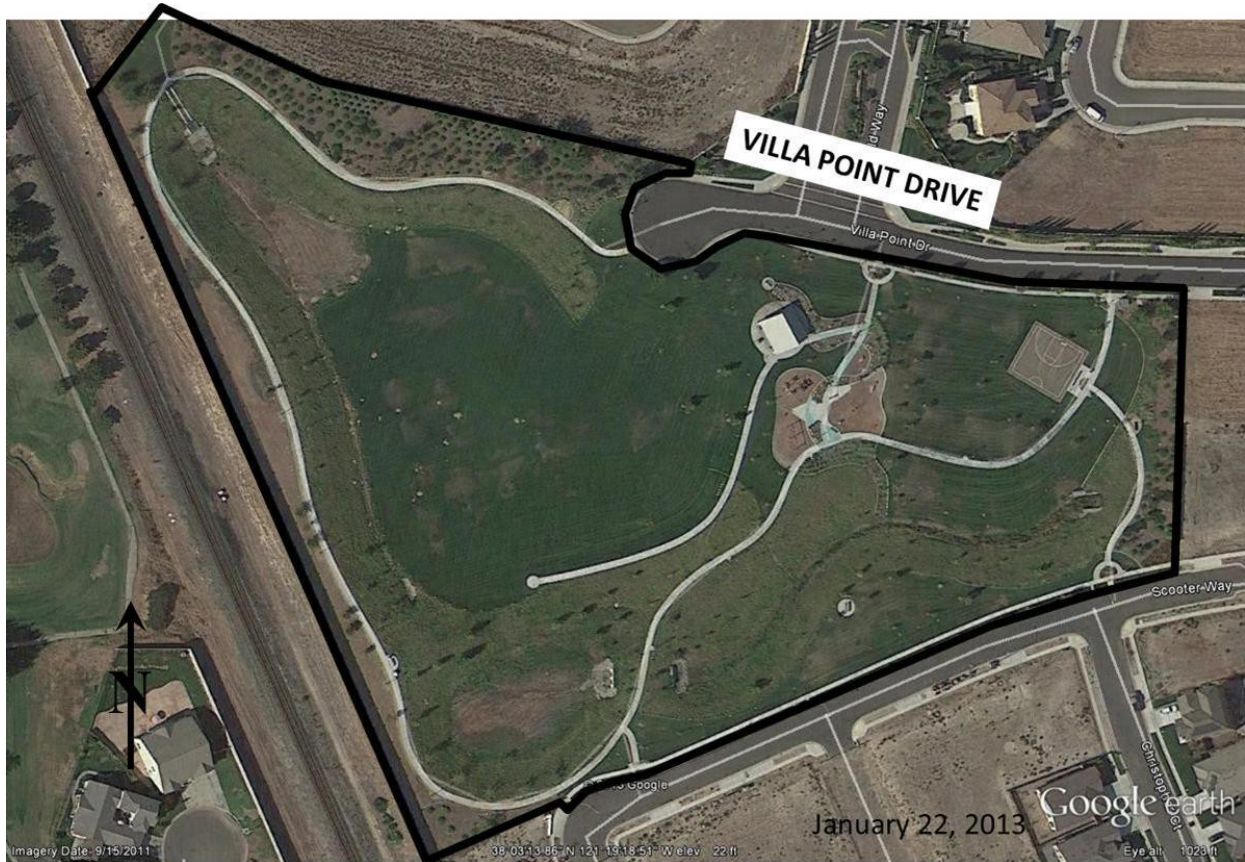
FAKLIS PARK, 5250 Cosumnes Drive



PAUL E. WESTON, WILLIAM LONG AND SANDRA BUTLER SMITH PARKS



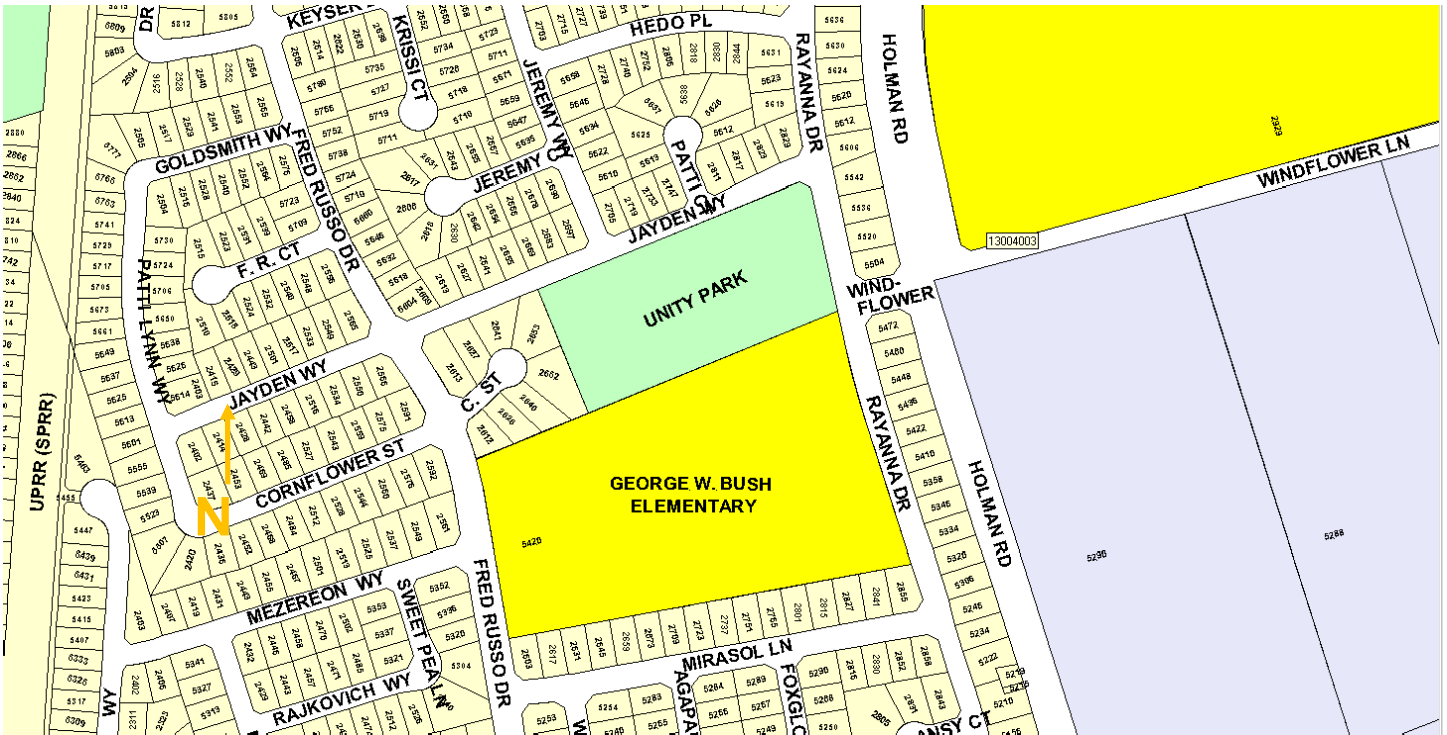
PITTS PARK, 510 VILLA POINT DRIVE

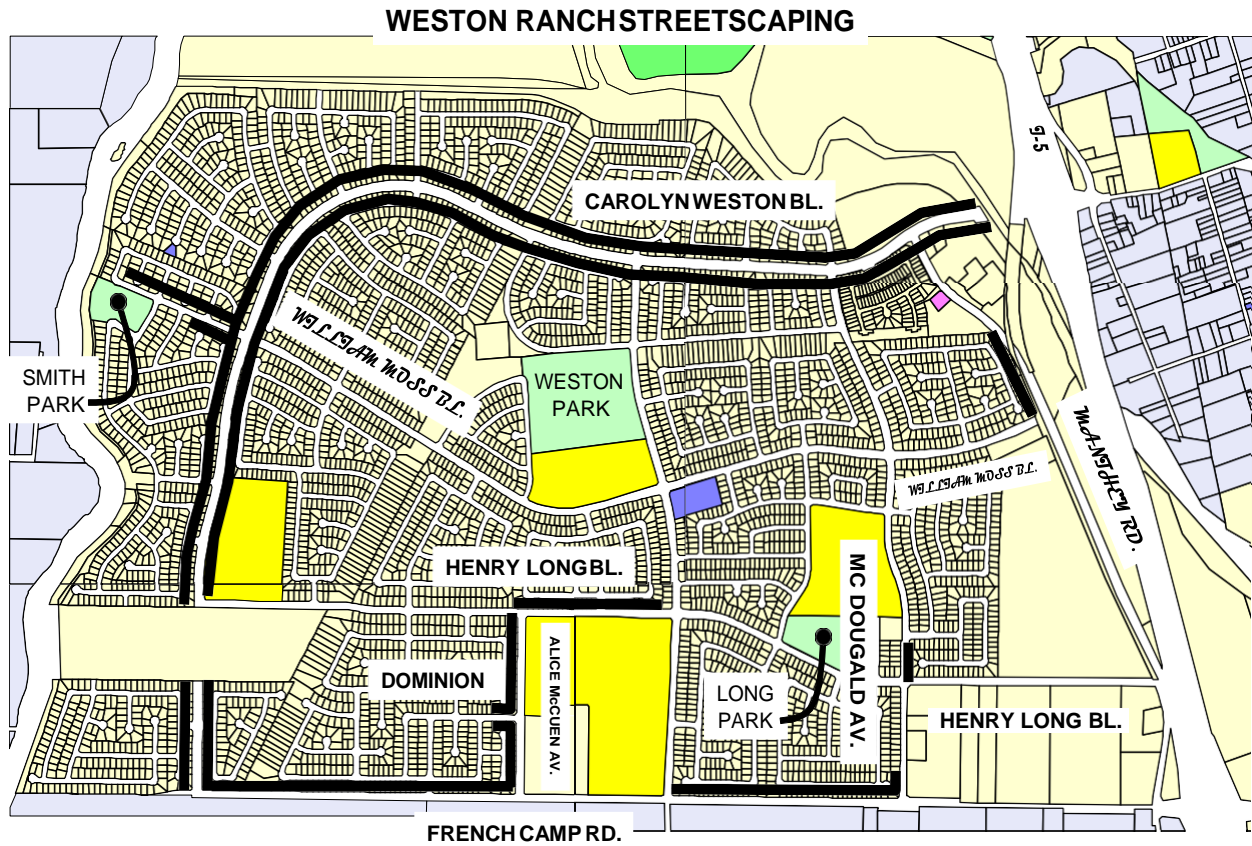


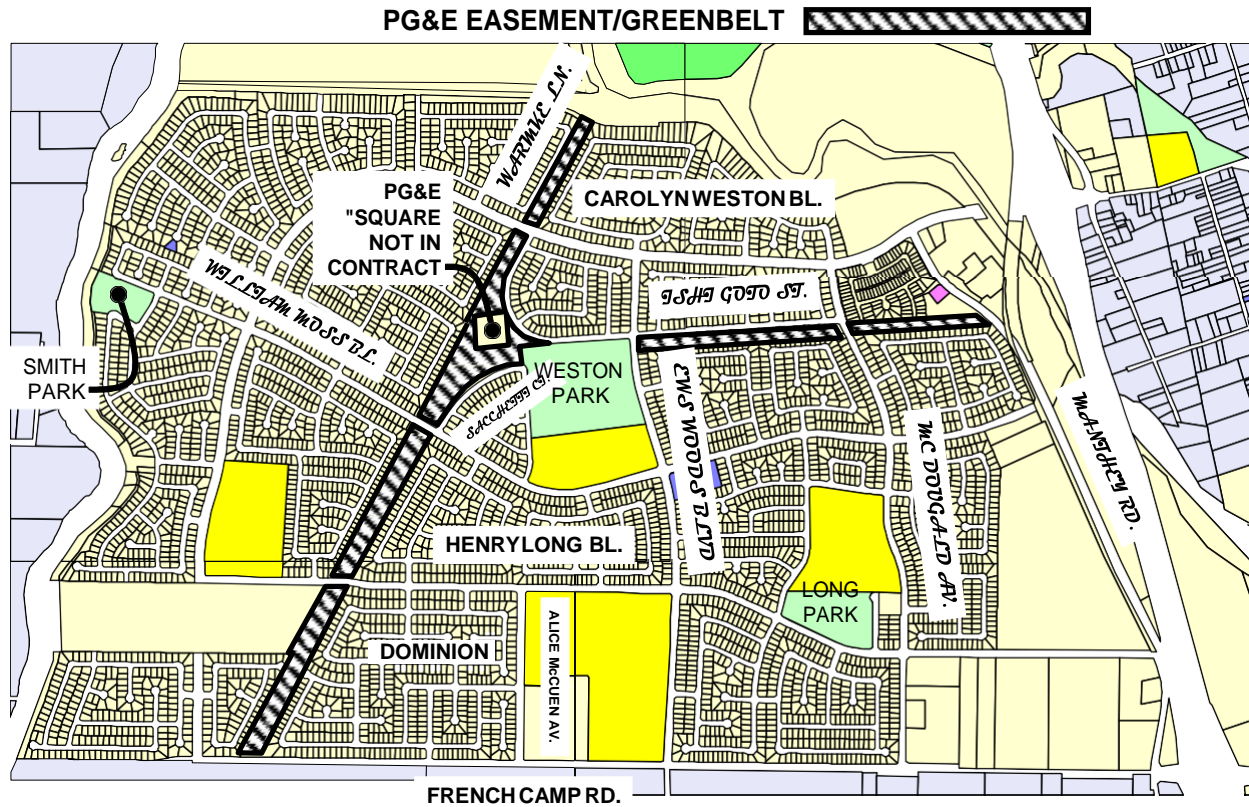
SHROPSHIRE PARK, 4120 Pock Lane



UNITY PARK, 5525 Rayanna Drive





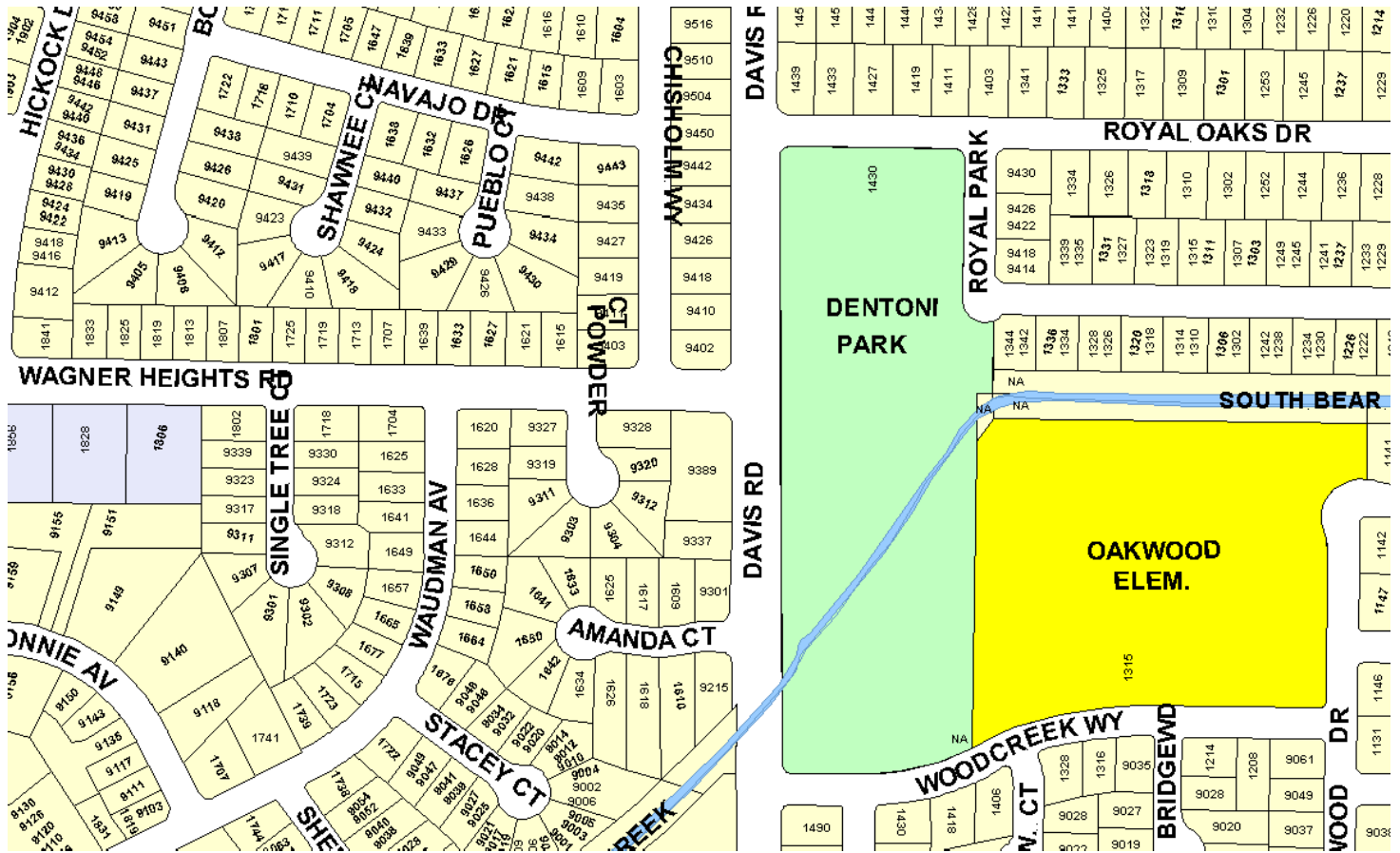


BROOKING PARK, 4500 Nugget Avenue

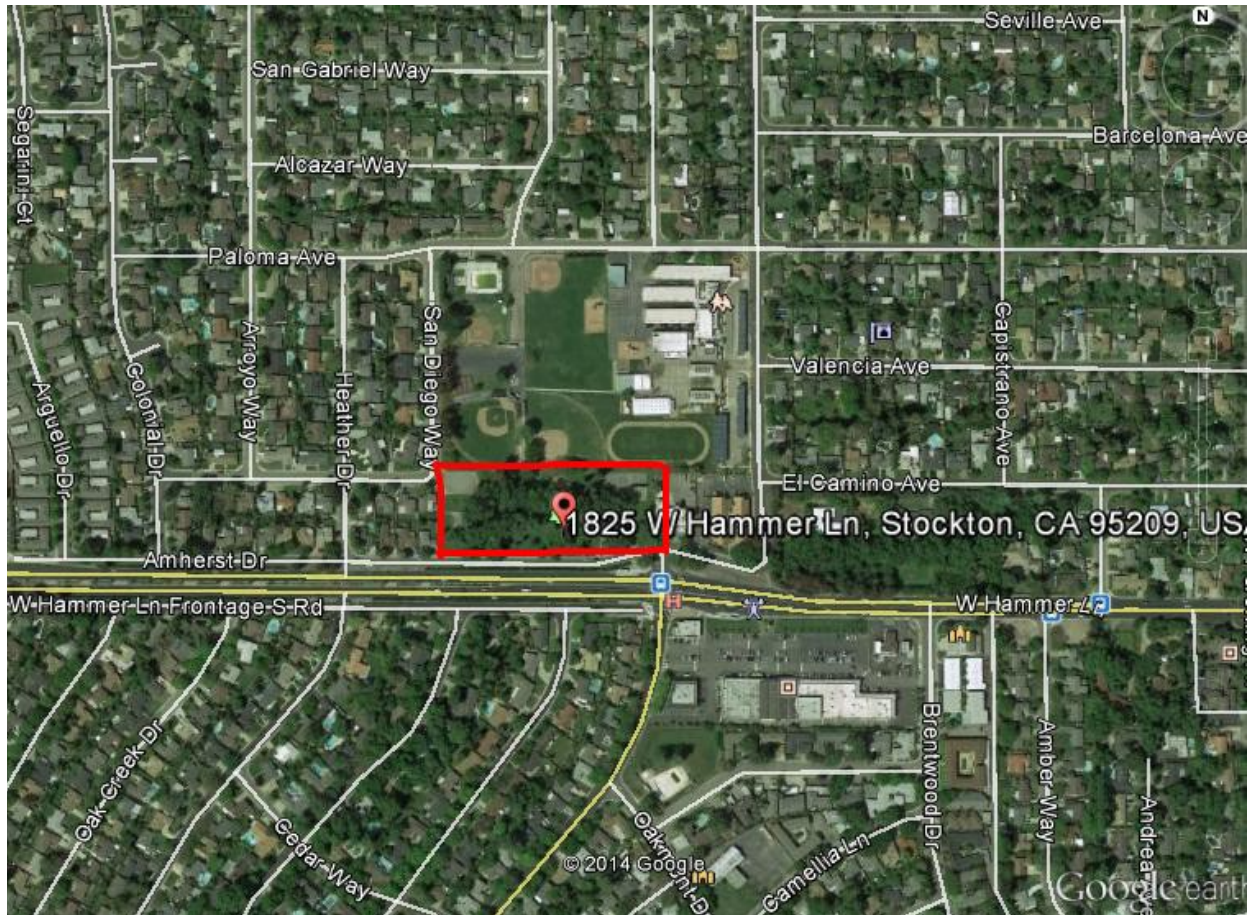


DENTONI PARK

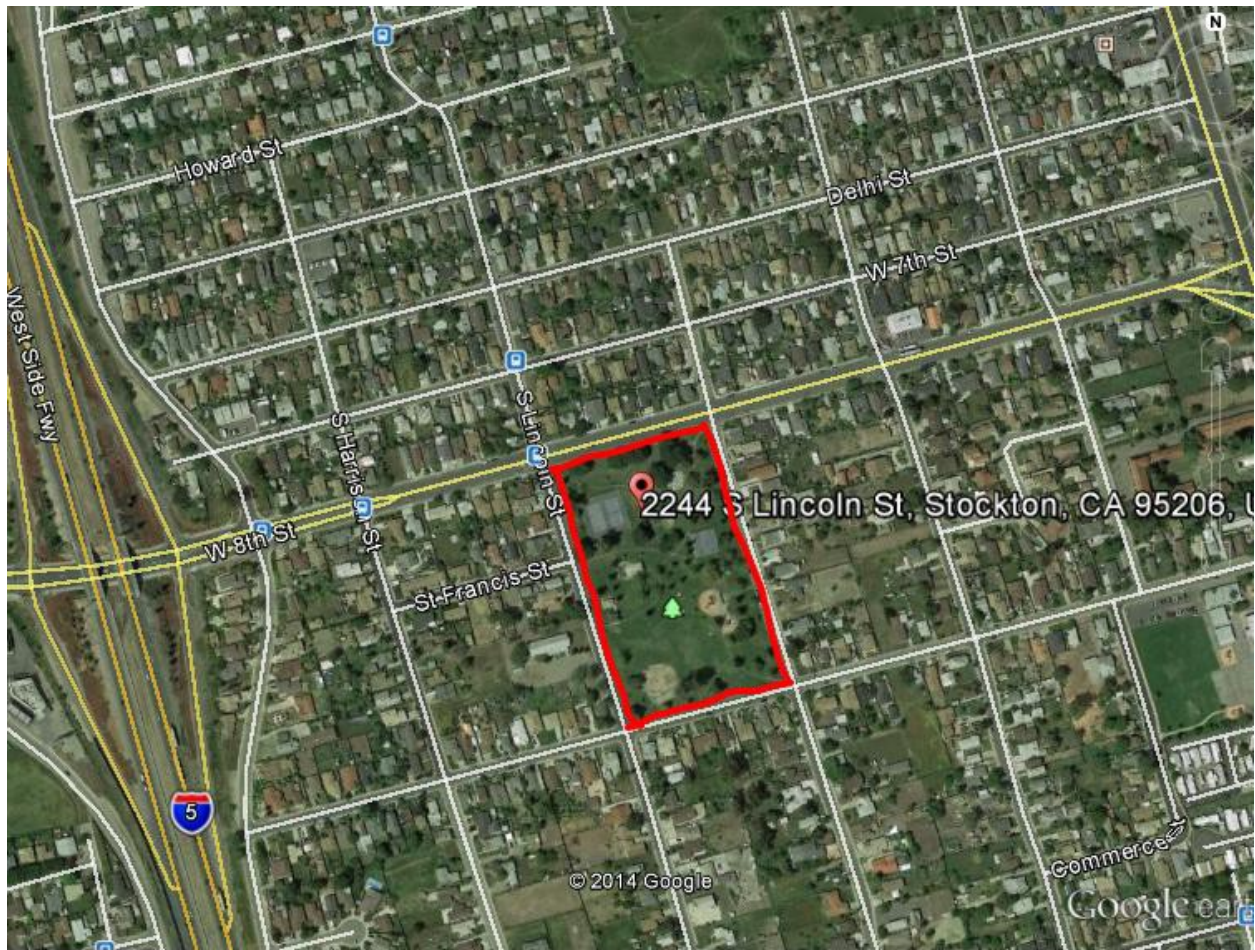
1430 Royal Oaks Drive

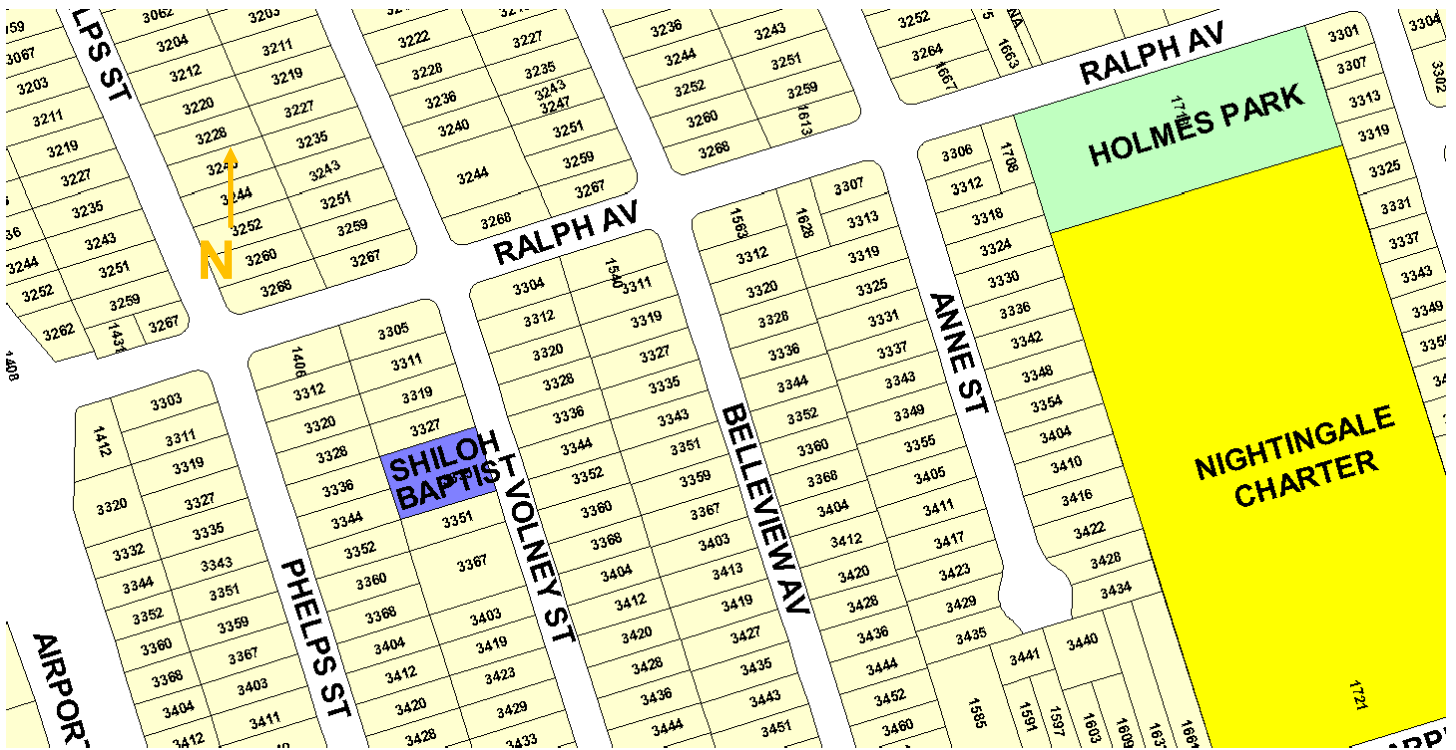


GIBBONS PARK, 1825 W. HAMMER LN

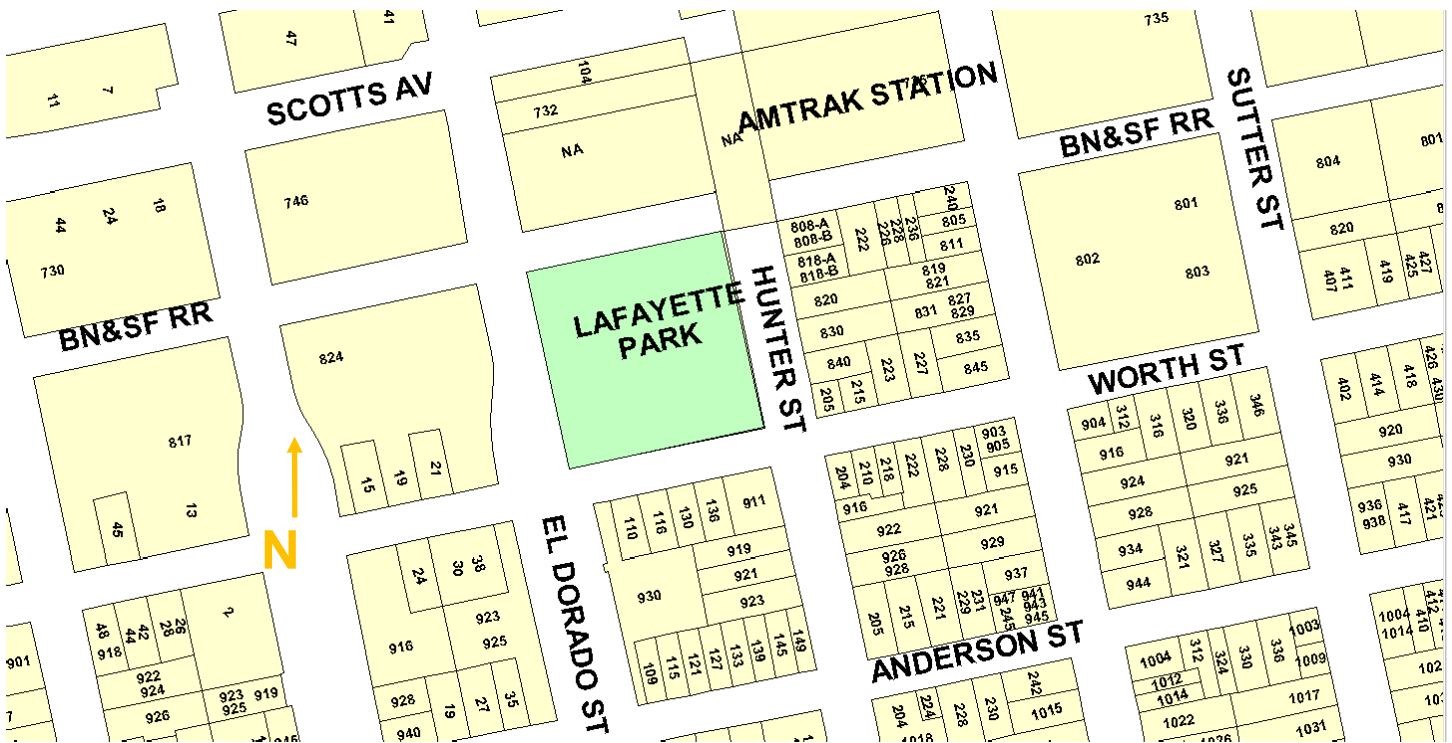


HARRELL PARK, 2244 S. LINCOLN ST

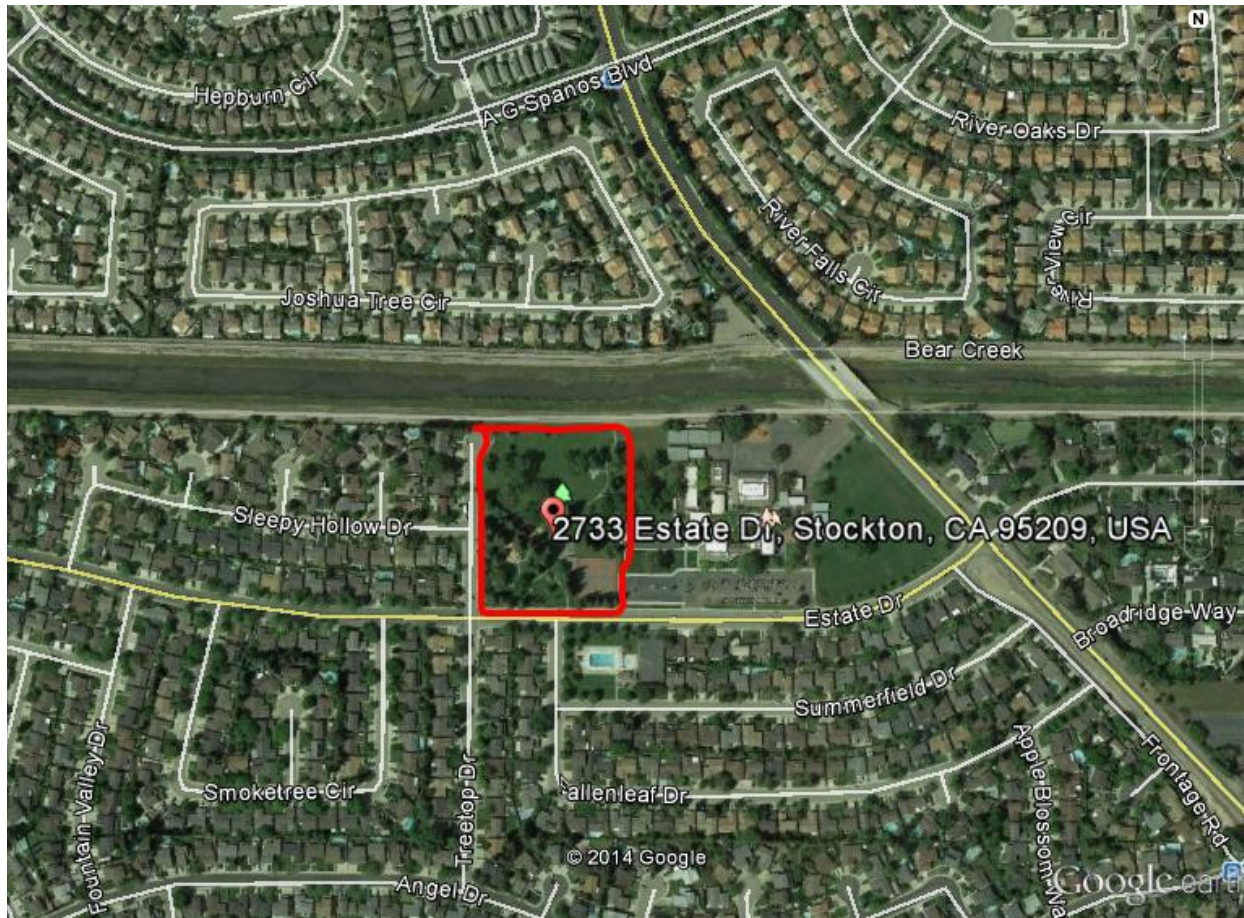




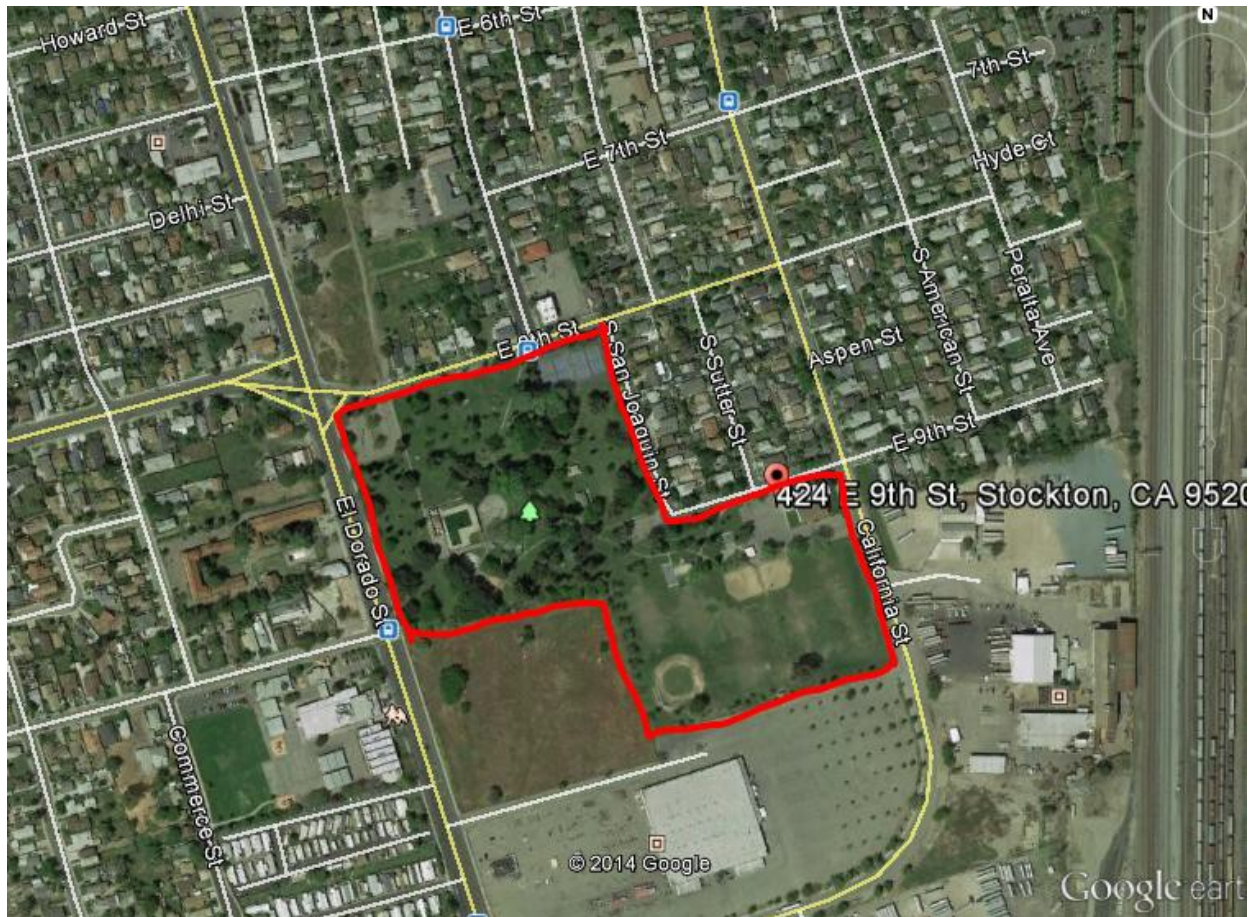
LAFAYETTE PARK, 925 S. Hunter Street



LAUGHLIN PARK, 2733 ESTATE DR



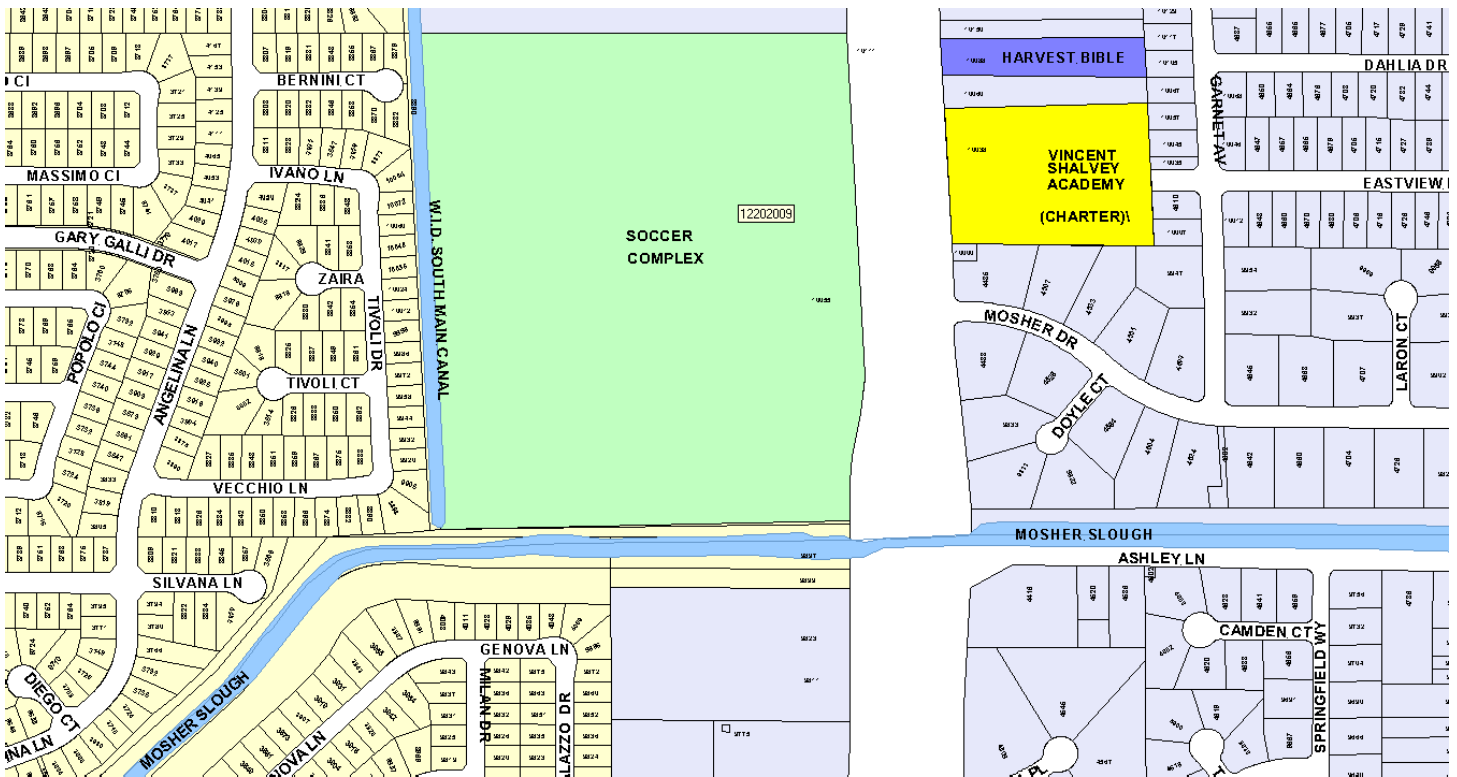
MCKINLEY PARK, 424 E. NINTH ST



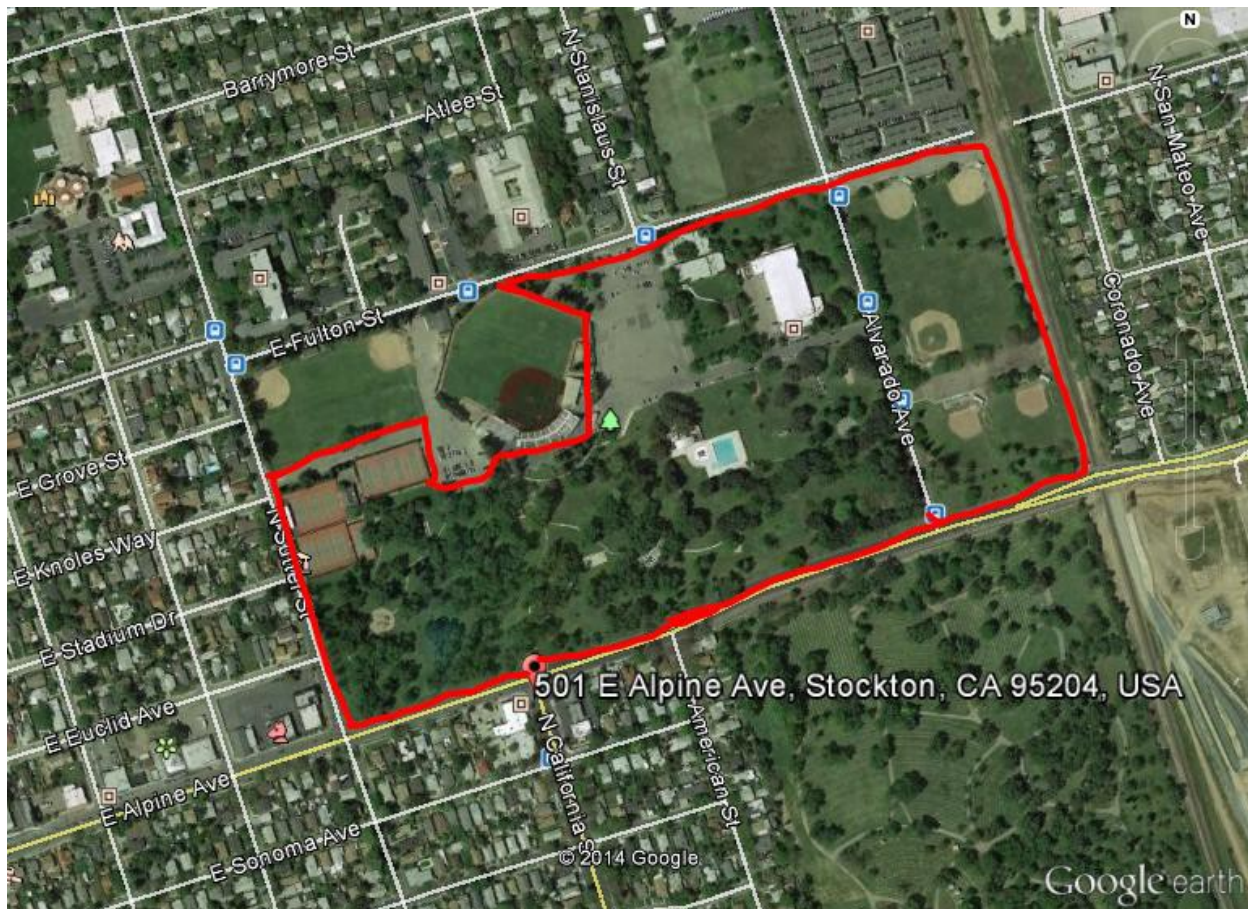
MISASI PARK, 9520 RONALD E. MCNAIR WY



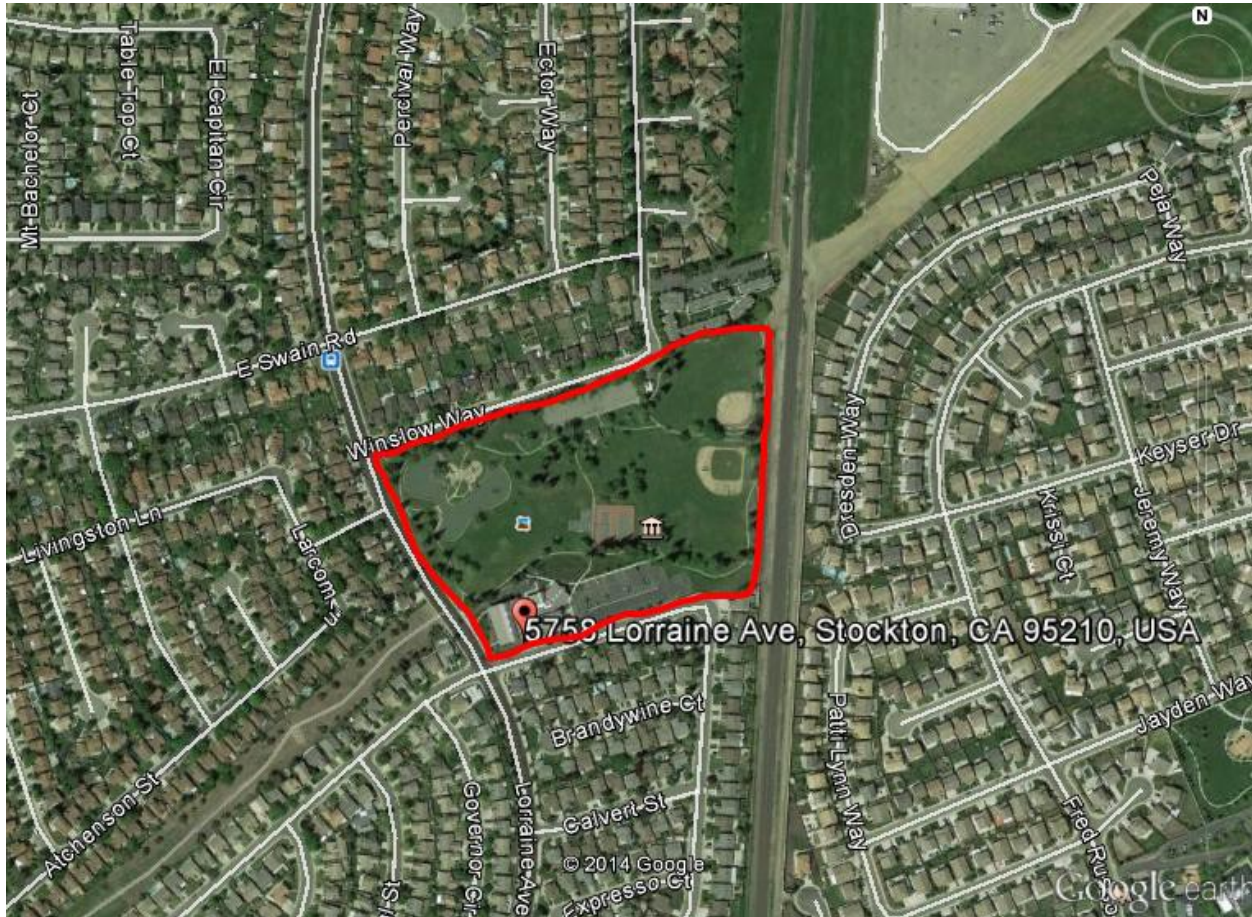
NORTH STOCKTON SOCCER COMPLEX, 10555 N SR 99 W Frontage



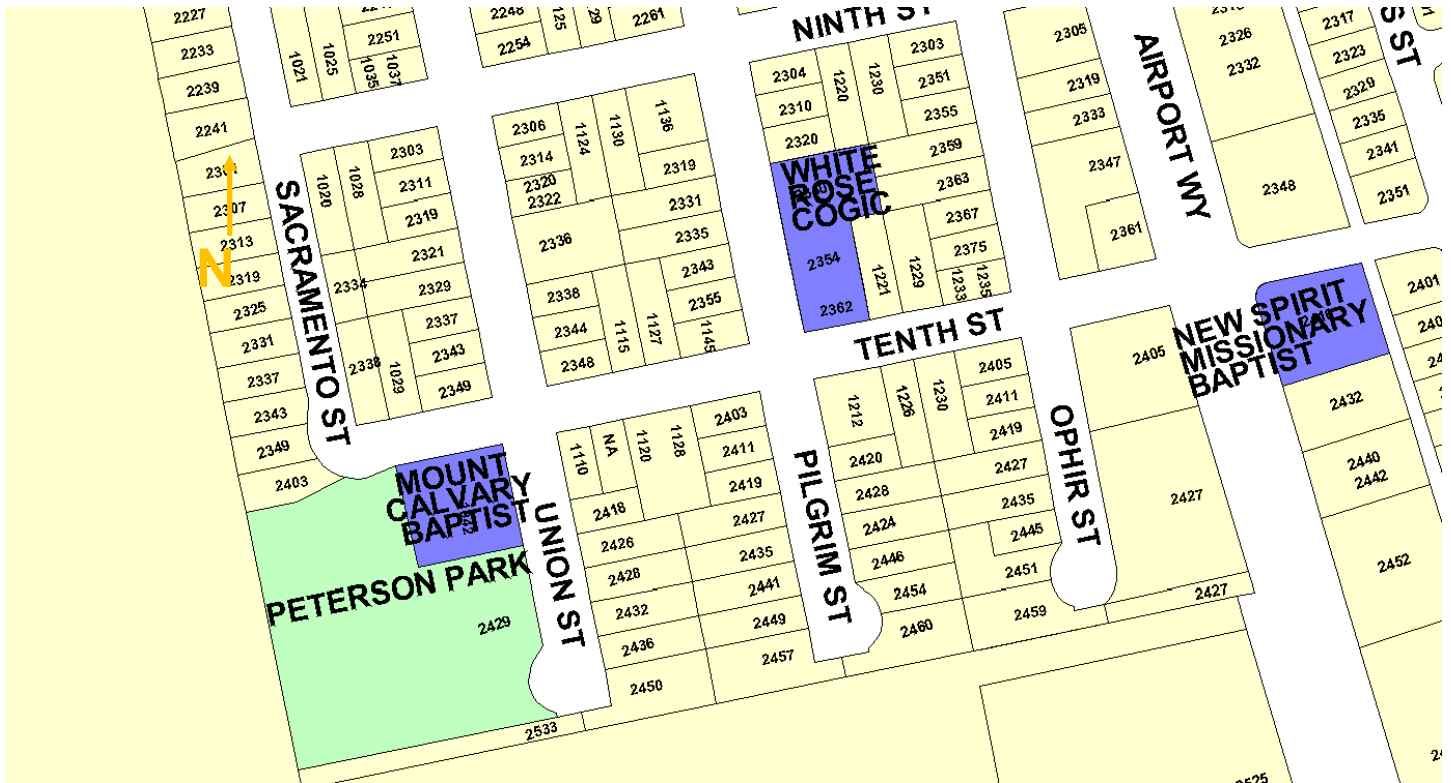
**OAK PARK, 501 E. ALPINE AV (NOT INCLUDING BILLY
HEBERT FIELD FENCED AREA, NOR FENCED NORTHWEST
SOFTBALL AREA)**



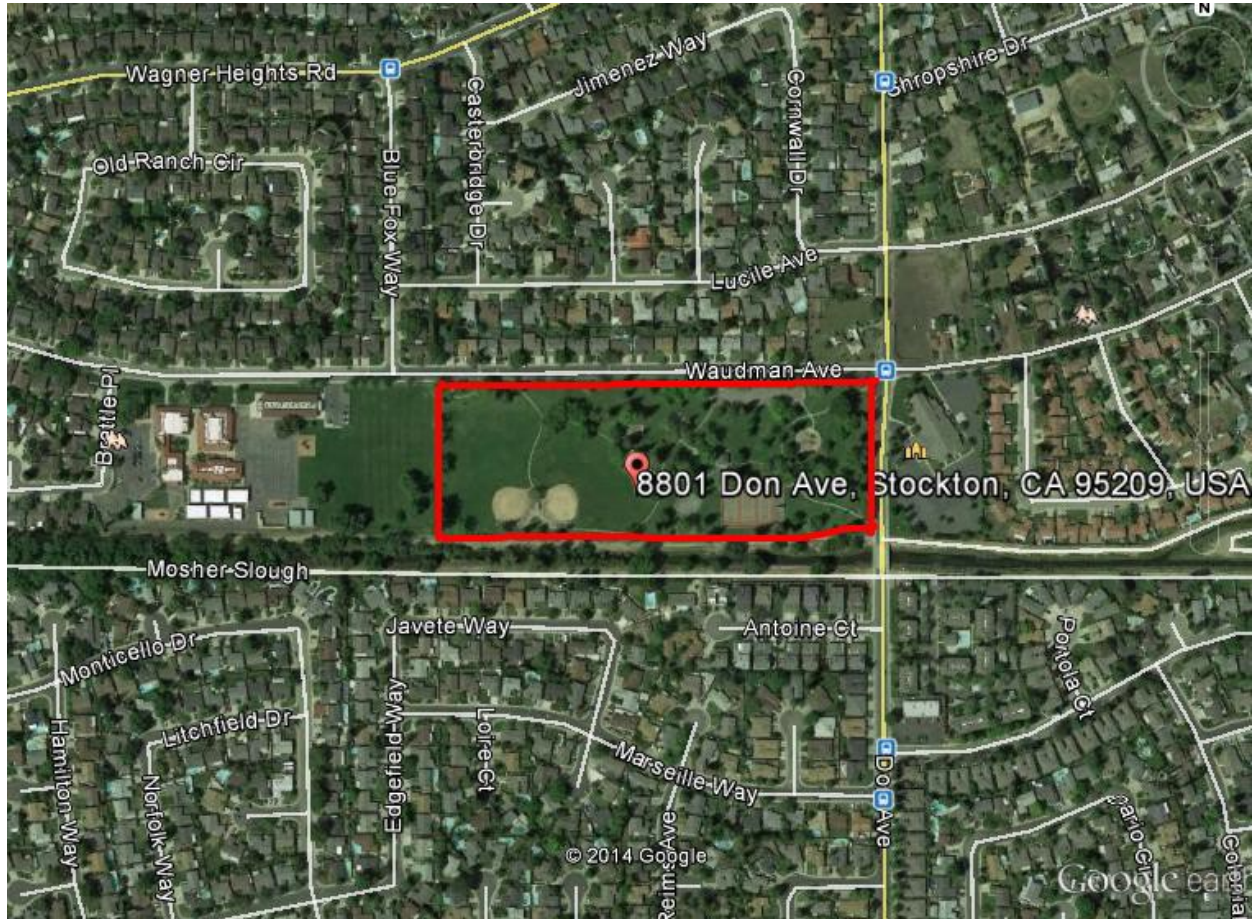
PANELLA PARK, 5758 LORRAINE DR



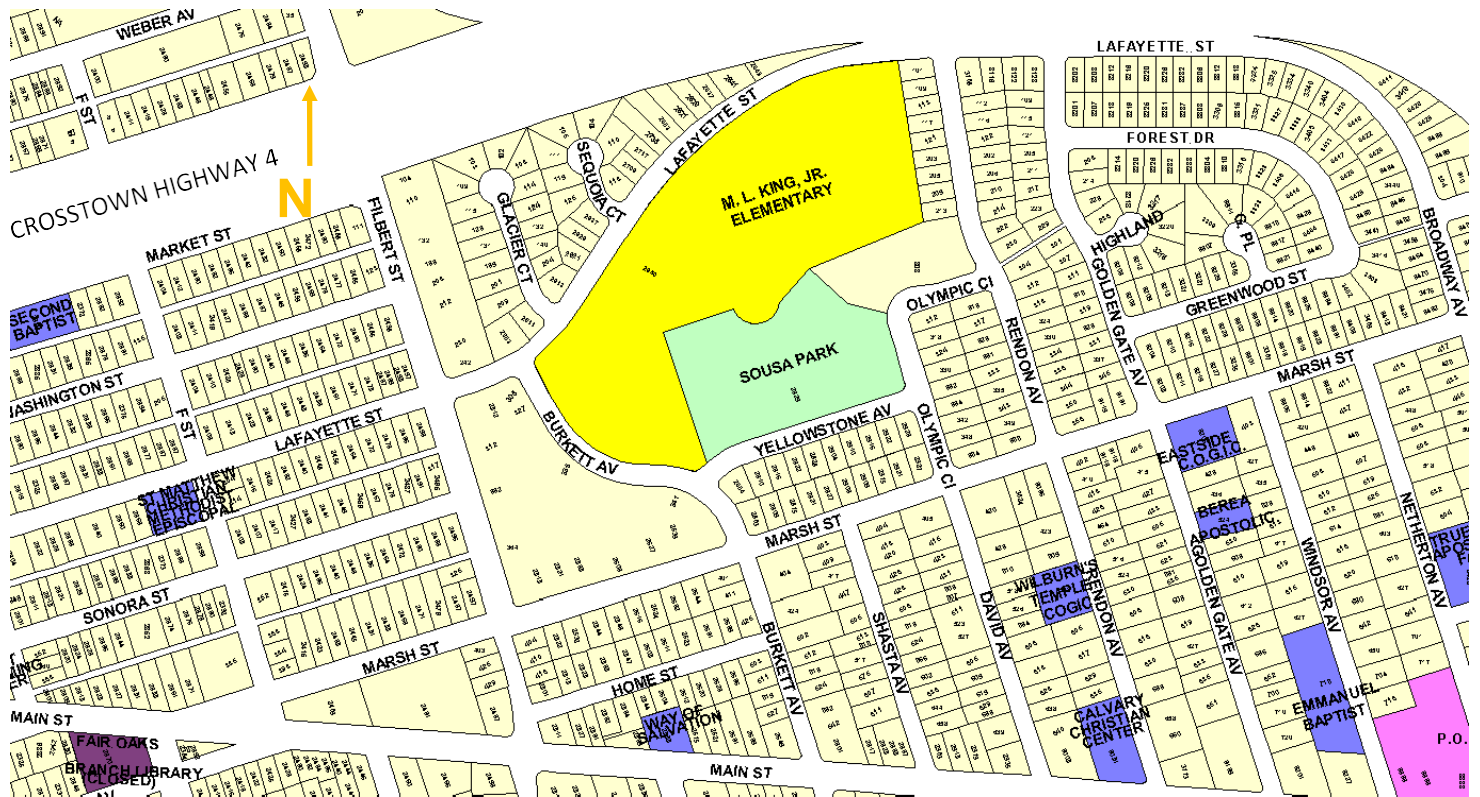
PETERSON PARK, 2429 S. Union Street



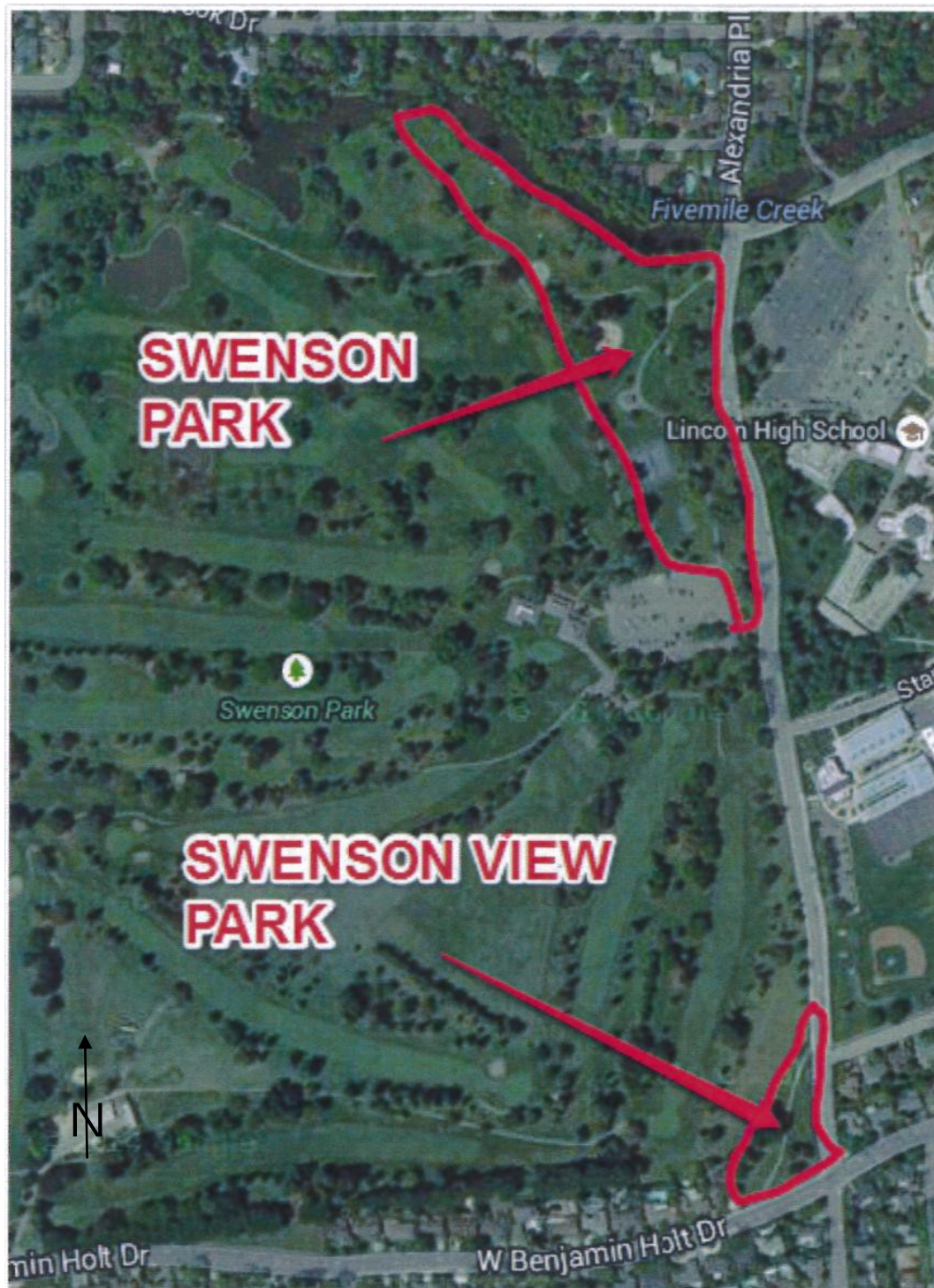
SANDMAN PARK, 8801 DON AV



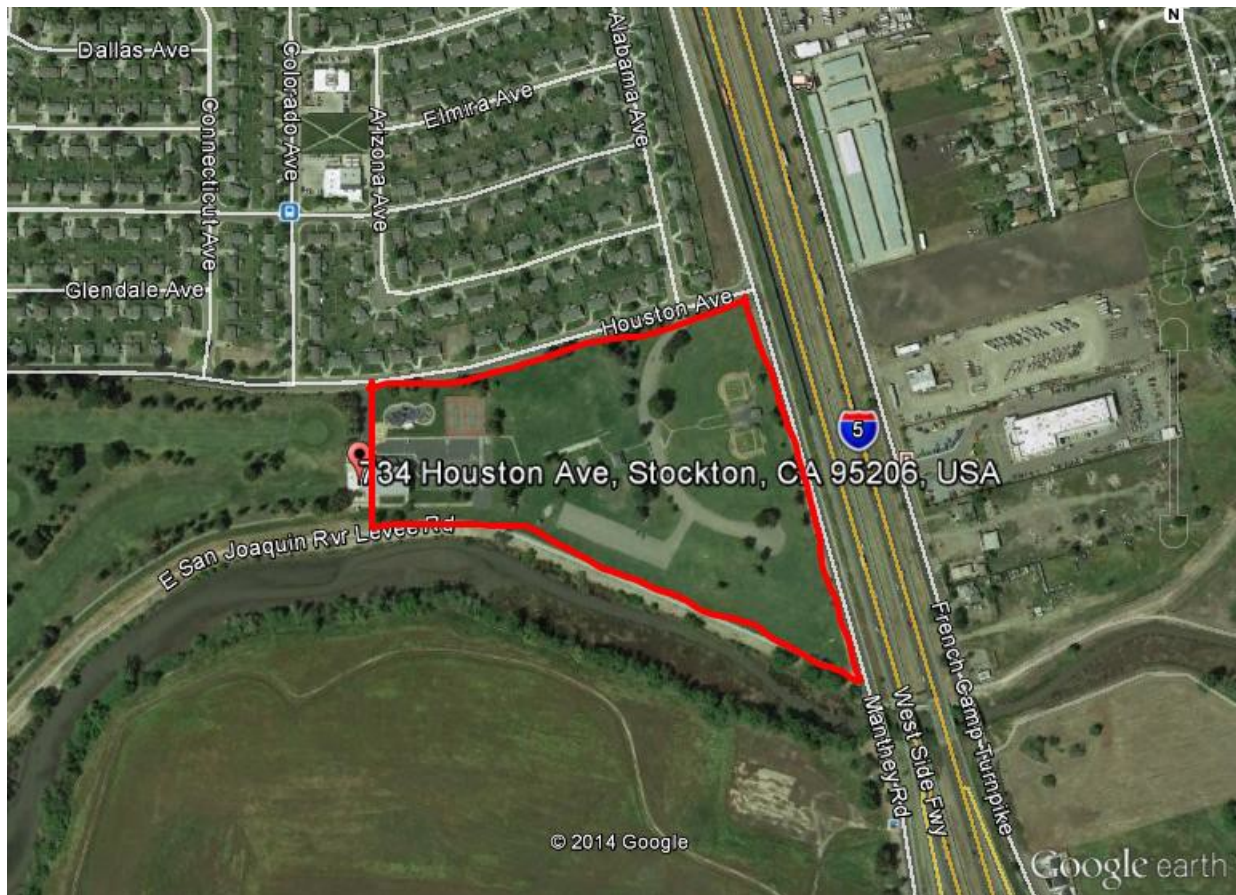
SOUSA PARK, 2829 Yellowstone Avenue



**SWENSON PARK (INCLUDING SWENSON VIEW PARK),
6803 ALEXANDRIA PL**



VAN BUSKIRK PARK, 734 HOUSTON AV



PARK AND LANDSCAPE PEST CONTROL
PROJECT NO. OM 17-010BID SCHEDULE FOR PEST CONTROL

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive. The City reserves the right to adjust the number of locations served under this project.

ITEM	SERVICE AREA	INITIAL CLEAN OUT COST	QUANTITY	TOTAL COST OF SERVICE
1	Baxter Park	0	1	0
2	Equinoa Park	0	1	0
3	Faklis	0	1	0
4	Long Park	0	1	0
5	Pitts Park	0	1	0
6	Shropshire Park	0	1	0
7	Smith Park	0	1	0
8	Unity Park	0	1	0
9	Weston Park	0	1	0
10	Weston Ranch – Streetscaping and PGE Easement/Greenbelt	1 0	1	1 0
11	Brooking Park	0	1	0
12	Dentoni Park	0	1	0
13	Gibbons Park	0	1	0
14	Harrell Park	0	1	0
15	Holmes Park	0	1	0
16	Lafayette Park	0	1	0
17	Laughlin Park	0	1	0
18	Mckinley Park	0	1	0
19	Misasi Park	0	1	0
20	North Stockton Soccer Complex	0	1	0
21	Oak Park	0	1	0
22	Panella Park	0	1	0
23	Peterson Park	0	1	0
24	Sandman Park	0	1	0
25	Sousa Park	0	1	0
26	Swenson Park	0	1	0
27	Van Buskirk Park	0	1	0
			Subtotal:	1 0

PARK AND LANDSCAPE PEST CONTROL
PROJECT NO. OM 17-010BID SCHEDULE FOR PEST CONTROL (CONTINUED)

		Monthly Services	Quantity	TOTAL COST OF SERVICE
28	Baxter Park	100	12	1200
29	Equinoa Park	185	12	2220
30	Faklis	200	12	2400
31	Long Park	90	12	1080
32	Pitts Park	130	12	1560
33	Shropshire Park	80	12	960
34	Smith Park	65	12	780
35	Unity Park	65	12	780
36	Weston Park	285	12	3420
37	Weston Ranch - Streetscaping and PGE Easement/Greenbelt	850	12	10200
38	Brooking Park	65	12	780
39	Dentoni Park	125	12	1500
40	Gibbons Park	65	12	780
41	Harrell Park	100	12	1200
42	Holmes Park	65	12	780
43	Lafayette Park	65	12	780
44	Laughlin Park	100	12	1200
45	Mckinley Park	275	12	3300
46	Misasi Park	300	12	3600
47	North Stockton Soccer Complex	425	12	5100
48	Oak Park	300	12	3600
49	Panella Park	250	12	3000
50	Peterson Park	80	12	960
51	Sandman Park	200	12	2400
52	Sousa Park	65	12	780
53	Swenson Park	160	12	1920
54	Van Buskirk Park	300	12	3600
			Subtotal:	59880

BIDDER'S NAME Animal Damage ManagementTOTAL ~~60000~~
59880

Exhibit C :
Insurance Requirements
(Pest Control Services)

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.
4. **Environmental Impairment/Pollution Liability** insurance with combined single limits of not less than **\$1,000,000 per occurrence** to include non-aerial spraying of pesticides and herbicides, Groundwater contamination, etc., to include Sudden and Accidental and Environmental cleanup

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

Other Insurance Provisions

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

- ***Additional Insured Status***
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

- **Primary Coverage**

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

- **Notice of Cancellation**

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

- **Waiver of Subrogation**

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

- **Deductibles and Self-Insured Retentions**

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

- **Acceptability of Insurers**

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

- **Claims Made Policies**

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

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- ***Verification of Coverage***

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

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

- ***Special Risks or Circumstances***

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

- ***Certificate holder address***

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

- City of Stockton
- 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.

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.

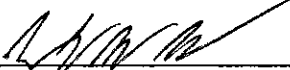
The undersigned declares:

I am the Business Operations Manager, of Animal Damage Management, 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 5/1/2017 at Morgan Hill (city), CA (state).



(Signature)

DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

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

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

CONTRACTOR: Animal Damage Management Inc

BY: Cody VJ [Signature]

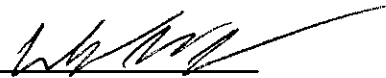
TITLE: Business Operations Manager

DATE: 8/1/2017

TITLE VI VIOLATION SELF-CERTIFICATION

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

CONTRACTOR: Animal Damage Management

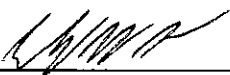
BY: Cody US 

Business Operations Manager
TITLE

DATE: 5/1/2017

LOCAL BUSINESS PREFERENCE ORDINANCE

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

Signature of Bidder 

Date Signed 5/1/2017

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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Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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

- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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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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CITY MANAGER ADMINISTRATIVE DIRECTIVE

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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

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