

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this ___ day of _____ 2021, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and **ST. FRANCIS ELECTRIC, LLC** a **STATE OF CALIFORNIA CORPORATION**, with a business address at **975 CARDEN STREET, SAN LEANDRO, CA 94577**, hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS INSTALLATION AND REPLACEMENT (PROJECT NO. WD21003)**, hereinafter referred to as "SERVICE".

RECITALS

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

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

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

2. COMPENSATION. CITY shall pay CONTRACTOR for services outlined in **Exhibit A (scope and specifications)** according to the fee not to exceed the schedule detailed in **Exhibit B (fee schedule)**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing **ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS INSTALLATION AND REPLACEMENT, WD21003**
March 17, 2021

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 **\$90,000 ANNUALLY** or as otherwise mutually agreed to in a Contract Change Order.

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

- a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.
- b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

3. 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 (Insurance Requirements and Forms) which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of Exhibit C (Insurance Requirements and Forms). 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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

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.

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

4. 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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

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.

5. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in **Exhibit A (scope and specifications)** according to the schedule detailed in **Exhibit A (scope and specifications)**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **JUNE 30, 2022**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for four (4), one (1) year extensions at the same rate for the first two (2) years and an increase in unit price for by 2.5% annually for the third and fourth year as outlined in **Exhibit A (scope and specifications)** and **Exhibit B (fee schedule)**.

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

a. 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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

(Updated 01/23/18)

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.

b. DISCRIMINATION AND HARASSMENT POLICY

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

c. 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.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

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 rate 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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
 INSTALLATION AND REPLACEMENT, WD21003
 March 17, 2021**

<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. 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. 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.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

(Updated 01/23/18)

percent 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.

7. 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.

8. 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.

9. 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.

10. 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.

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

11. 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.

12. 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.

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: St. Francis Electric, LLC
975 Carden Street
San Leandro, CA 94577

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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

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

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

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

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

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

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

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

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

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

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

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

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

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

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

//
//
//
//
//
//

**ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS
INSTALLATION AND REPLACEMENT, WD21003
March 17, 2021**

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

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


CITY OF STOCKTON

ST. FRANCIS ELECTRIC, LLC

By: _____
HARRY BLACK
CITY MANAGER

By:  _____
Signature

ATTEST:

 _____
Print Name

By: _____
ELIZA R. GARZA, CMC
CITY CLERK

Title:  _____

APPROVED AS TO FORM:

By: _____
DEPUTY CITY ATTORNEY



PUBLIC WORKS DEPARTMENT

MUNICIPAL SERVICE CENTER • 1465 South Lincoln Street • Stockton, CA 95206-1941
www.stocktongov.com

**REQUEST FOR PROPOSALS (RFP) FOR
ON-CALL TRAFFIC SIGNAL SERVICES
DETECTOR LOOPS INSTALLATION AND REPLACEMENT
PROJECT NO. PW2103H**

**RFP SUBMITTAL DEADLINE: 3:00 P.M. WEDNESDAY, MARCH 10,
2021 PROJECT MANAGER: THINH PHAN**

**REQUEST FOR PROPOSALS (RFP) FOR
ON-CALL TRAFFIC SIGNAL SERVICES
DETECTOR LOOPS INSTALLATION AND REPLACEMENT
PROJECT NO. PW2103H**

1. INTRODUCTION

The City of Stockton seeks qualified contractors to provide professional services for On-Call Traffic Signal Detector Loops Installation and Replacement Services. The selected contractor shall perform traffic signal detector loops wire replacement, installation of conduits (Schedule 80), road boxes and hand holes. City staff will mark out all locations for the detector loops. The city shall issue a blanket purchase order to the successful bidder for an initial twelve-month period. The contract may be extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for four (4), one (1) year extensions. If the contract is extended, the unit price shall remain the same for the first two (2) years of the service. If the contract is extended for a third and fourth year, the unit price shall be increased by 2.5% annually. The anticipated maximum compensation for this contract per year, if awarded is estimated to be \$90,000. The required services and performance conditions are described in the Scope of Services, Attachment 'A'.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal:

Attachment 'A' – Scope of Services
Attachment 'B' – Installation Details
Attachment 'C' – Cost Proposal Form

3. PROJECT GENERAL INFORMATION

A. Proposal Submission

Proposals shall be submitted no later than 3:00 PM on March 10, 2021 to:

THINH PHAN
CITY OF STOCKTON
22 E WEBER AVENUE, ROOM 301
STOCKTON, CA 95202

The proposal should be firmly sealed in an envelope which will clearly be marked on the outside with **“ON-CALL TRAFFIC SIGNAL SERVICES DETECTOR LOOPS INSTALLATION AND REPLACEMENT”** for the City of Stockton

(**PROJECT NO. PW2103H**). The cost proposal must be in a sealed envelope separate from the proposal. Late Proposals will not be accepted. An electronic copy of the proposal shall be emailed to Miguel Mendoza at Miguel.mendoza@stocktonca.gov and Thinh Phan at thinh.phan@stocktonca.gov. The electronic submittal should not include the cost proposal.

B. Selection Schedule

<u>Event</u>	<u>Date</u>
Advertise RFP	February 17, 2021
Written Questions submitted by	March 03, 2021
Submittal Deadline	March 10, 2021
Interviews (if required):	Not Required
Tentative Final Selection/Negotiation	March 24, 2021

C. Acceptance or Rejection of Proposals

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

D. Proposals Questions and Requests for Clarification

Any questions or requests for clarifications shall be submitted in writing to:

thinh.phan@stocktonca.gov

Requests for clarification shall be submitted at least seven (7) business days prior to the proposal due date. If a response warrants an addendum to the RFP, such addendum will be posted on Bid Flash at least two days prior to the proposal due date. It is the proposer's responsibility to check the website for any addendums or responses to questions. The website address is as follows:

<http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public>

E. Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

- a. Evidence of collusion among proponents.
- b. Any attempt to improperly influence any member of the evaluation panel.
- c. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/Proponent's bid submittal and considered non-responsive.
- d. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- e. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- f. No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

F. Licensing Requirements & Permits

A C10 Electrical Contractor's license is required. Contractor is responsible for all permit fees. A City of Stockton business license is required. Please contact City of Stockton Business License Customer Services at (209) 937-8313.

G. Insurance Requirements

The proposer must obtain and maintain the required insurance. Proposer should review Attachment B, Instructions to Proposers for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

H. Department of Industrial Relations

Please refer to Attachment 'B', Instructions to Proposers, for registration requirements with the Department of Industrial Relations.

4. INSTRUCTIONS TO PROPOSERS (PROPOSAL REQUIREMENTS)

A. Introduction

Briefly introduce the proposal, including a statement of the Contractor's approach to providing on-call detector loops replacement services for the City of Stockton.

B. Statement of Qualifications

Describe your company's and staff experience in the field of traffic signal detector loops installation and repair services. Provide a minimum of three (3) agencies that you currently have on call contracts with. Include references with contact names and phone numbers in each of these agencies. Provide a copy of your contractor's license in your proposal.

A C10 Electrical Contractor's license is required (provide a copy). Contractor must have 10 years of traffic signal experience. Provide three (3) previous customer references to validate this minimum qualification.

C. Estimated Quantities/Service Levels

The quantities/service levels specified herein are based on service calls for four or less detector loops or four or more detector loops. Any variations from these estimated quantities/service levels shall not entitle the bidder to an adjustment in unit pricing or rates.

D. VENDOR'S BOOKS AND RECORDS

Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, other records of documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection. Access to such records and documents shall be granted to any part authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.

E. SCHEDULE OF GOODS AND/OR SERVICES; TIME OF PERFORMANCE

Vendor shall supply those goods and/or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order. The Contractor shall respond to City calls within ten (10) days from the date a service call has been requested by the City of Stockton. Time to respond shall start when the City calls and reports the problem into the Contractor's designated phone number. The Contractor shall provide a call-back to the City designee within thirty (30) minutes of the initial call if unanswered by the Contractor.

F. INDEMNITY

To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, against any claim, loss or liability, including without limitation claims for injuries or death to persons or damage to or destruction of property, caused by or resulting from the acts or omissions of Vendor, its officers, agents, employees or subcontractors, in the performance of this purchase order, or the breach by Vendor of any of its obligations under this purchase order.

G. COMPENSATION; SCHEDULE OF PAYMENT

The compensation to be paid and the method of payment to Vendor of goods and services shall be set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by the Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Vendor, and all other Vendor's costs of doing business.

H. PRICING

Pricing shall be fixed for the initial 1-year term of the contract.

I. PRICE ADJUSTMENT

In the event the City elects to exercise its option for annual renewals. The unit price shall remain the same for the first two (2) years of the service. If the contract is extended for a third and fourth year, the unit price shall be increased by 2.5% annually.

J. Proposal Scoring Criteria

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

- A. Price (20 points).** Points will be weighted considering the unit prices noted on the proposal for each of the bid items listed.
- B. Experience (25 points).** Experience in providing a superior level of service on like- sized public and/or private projects.
- C. Quality of Work (20 points).** Assessments of work quality, performance, and working relationship by current and recent clients that indicate high levels of satisfaction and effectiveness. Please provide references of current and past clients that your firm has done on-call services to.

D. Qualifications of Staff (20 points). Qualifications of proposed staff to be assigned to the project. Please provide resumes, certifications and licenses of qualified staff.

E. Communications Capabilities / Record Keeping (10 points). Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

F. Local Business Preference (5 points). Local preference in accordance with Stockton Municipal Code Section 3.68.090.

See Following Page

ATTACHMENT 'A' – SCOPE OF WORK FOR ON-CALL TRAFFIC SIGNAL SERVICES – DETECTOR LOOPS REPLACEMENTS

Description:

The Contractor shall provide all labor, material, equipment and traffic control necessary for the replacement of City of Stockton owned/maintained Traffic Detector Loops. The replacement of traffic signal detector loops is at various locations throughout the City of Stockton. Contractor shall contact the City and request all locations of detector loops be marked out. The contractor shall furnish all tools, equipment, wiring, schedule 80 PVC conduits, hand hole (road boxes), labor, services and materials, and perform all work necessary to install new traffic signal detector loops at locations requested by the City of Stockton. The work shall conform to City of Stockton Standard Specifications and Standard Details.

Detector Loop Replacement shall include the following:

- Obtain an encroachment permit from the City. Contractor is responsible for all permit fees;
- Contractor shall provide a traffic control plan to the Engineer for review and approval. Traffic control plan shall be typical for all repair service requests and in accordance to MUTCD 2014;
- City staff will layout all locations of detector loops prior to any installation work.
- Replacement of conduit if necessary;
- Install detector loops hand holes and road boxes at locations designated by the Engineer;
- Install detector loops wires and splice in accordance to City of Stockton standards
- Contractor shall comply with State Water Board requirements and apply Best Management Practices (All saw cutting water shall be vacuumed). Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials following completion of work to the satisfaction of the Engineer.

1.1 Services to be Provided: It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all City's traffic signal detector loops replacement within

ten (10) calendar days of City's request of damaged loops. The Contractor shall maintain the appropriate licenses and will comply with all other license, insurance, and permit requirements of the City, State, and Federal governments as well as all other requirements of the law.

1.2 Term of Service: The term of the Contract shall be effective from date of contract award. The City, at its option, may renew this contract for four (4) annual renewals. This option will be exercised only if the Contractor has demonstrated superior performance in the provision of On-Call Traffic Signal Detector Loops Replacement Services for the City of Stockton.

1.3 Work Hours: Traffic signal detector loops replacement shall typically occur during normal business hours. The City's allows only one lane closure during the day in each direction. Lane closure hours are 8:30 a.m. – 4:30 p.m. Monday through Friday with alternating closed Fridays. All legal holidays and alternate closed Fridays are observed as nonbusiness hours. No overtime rates will be authorized unless previously approved by the City in advance of the work being performed.

1.4 Service Availability: The Contractor shall respond to City calls within ten (10) calendar days from the date a service call has been requested by the City of Stockton. Time to respond shall start when the City calls and reports the problem into the Contractor's designated phone number. The Contractor shall provide a call-back to the City designee within thirty (30) minutes of the initial call if unanswered by the Contractor.

1.5 Completion of Work and Site Safety: Contractor shall diligently prosecute work to minimize the time the traffic signal is running on a timer, and to minimize the potential for public exposure to the work still in progress. Contractor shall start work so it is completed that same day. Contractor shall maintain the site safe at all times, and be responsible for removal and proper disposal of all waste materials and surplus items prior to leaving the site each day. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access to work areas by the public. As applicable, the contractor shall provide all necessary traffic control during work in accordance with MUTCD 2014. Contractor shall submit traffic control plans to the Engineer review and approval prior to start of work. Cost of traffic control services shall be distributed over the entire project bid items.

1.6 Billable Work (Not to Exceed Compensation): The Contractor shall not bill for unnecessary detector loops replacement work that was not completed satisfactorily, for repairs that did not fix an identified problem, or for site visits that are made by Contractor staff not conducting detector loops replacement/repair work, or by staff who are unqualified to complete needed detector loops replacement work. Contractor shall be paid for work completed

based on rates provided in the contract. Total budget for traffic signal detector loops replacement shall not exceed **\$90,0000.00**

1.7 Staffing, Workmanship, and Quality Level: The Contractor shall provide a staffing level to perform on-call traffic signal detector loops replacement services at various locations throughout the City of Stockton in a thorough and professional manner, so that the City is provided with reliable and high quality detector loops replacement services at all times.

1.8 Maintenance and Service Locations: Various locations throughout the City of Stockton.

1.9 Tools and Equipment: The Contractor shall furnish and maintain all equipment necessary for properly replacing traffic signal detector loops at various locations throughout the City of Stockton. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.

1.10 Parts and Materials: The Contractor shall furnish all parts and materials necessary for proper replacement of traffic signal detector loops. Mark-up on parts and materials may not exceed 10% of Contractor's cost (or the percentage mark-up as proposed, whichever is lower) as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost. All materials and invoices shall be subject to review and approval by the Engineer.

1.11 Inspections and Discrepancies: So as to ensure consistent quality of the work being performed, all inspections of the Contractor's work shall be inspected by the City's Traffic Signal staff to ensure compliance with the Contract specifications. Inspections will be made by the City every time to confirm that work performed meets specifications. The City reserves the right to retain independent consultation for the evaluation of work conducted to include: workmanship, safety practices, application of industry techniques, or efforts to mitigate disruption to operations and property damage. Upon the discovery of unsatisfactory results, the City may issue in writing a notice of unsatisfactory performance. If corrective work is required, the City will provide a written list of discrepancies to the Contractor to correct at no additional cost to the City. If discrepancies are not addressed within two business days, the City may perform the work using others and deduct the cost from the Contractor's payment either through invoice deduction, or back-charges withheld from the soonest month's payment.

1.12 Hourly Rate: The hourly rate proposed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, overhead and

profit. Labor rates include service truck and all tools/equipment typically found on service truck.

1.13. Contract Administrator: During the performance of the contract the City will be represented by the Senior Traffic Signal Supervisor, telephone number (209) 937-7406 or their designee.

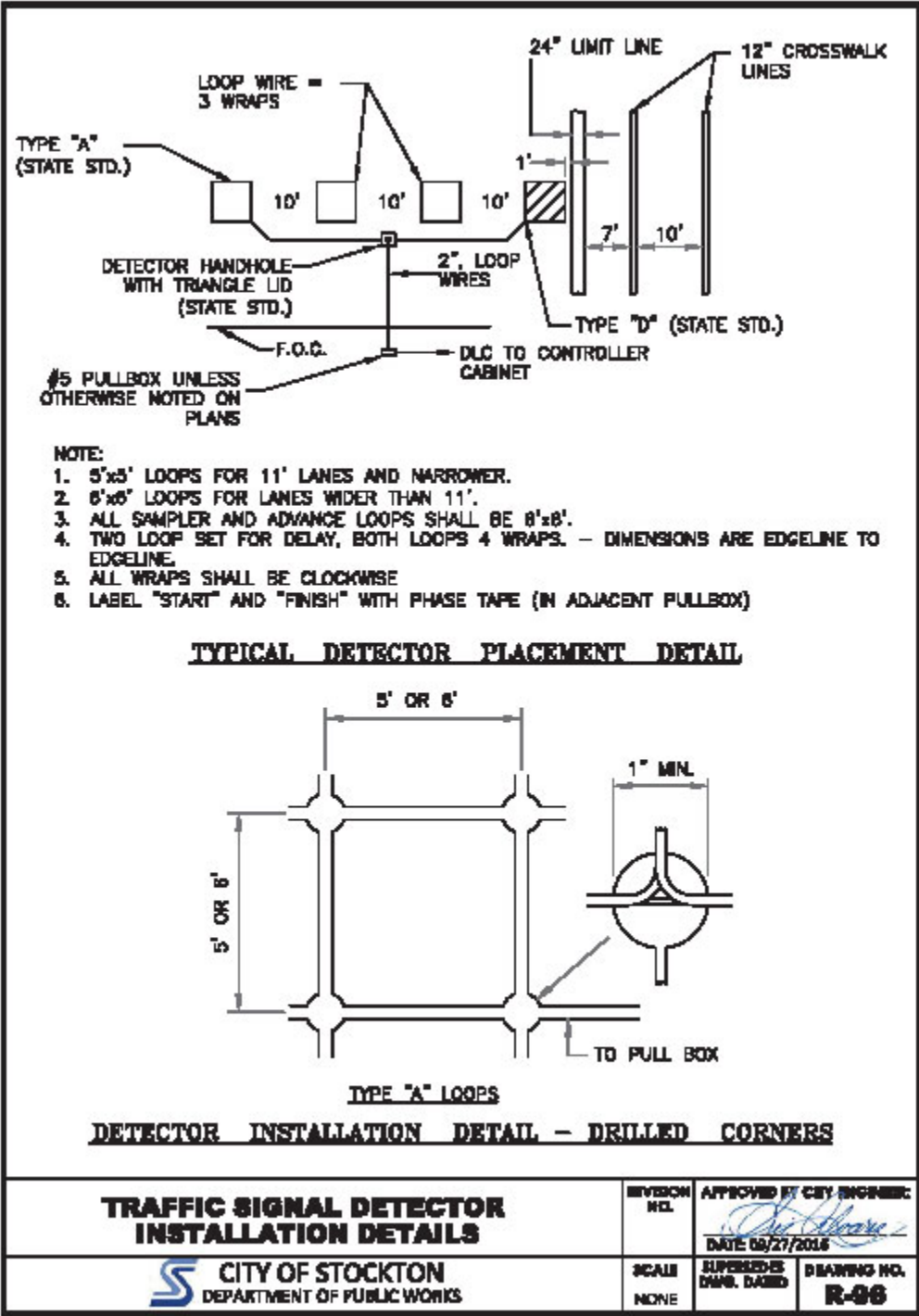
1.14 Additions and Deletions to Contract: The City reserves the right to either add or delete any bid item in the Contract.

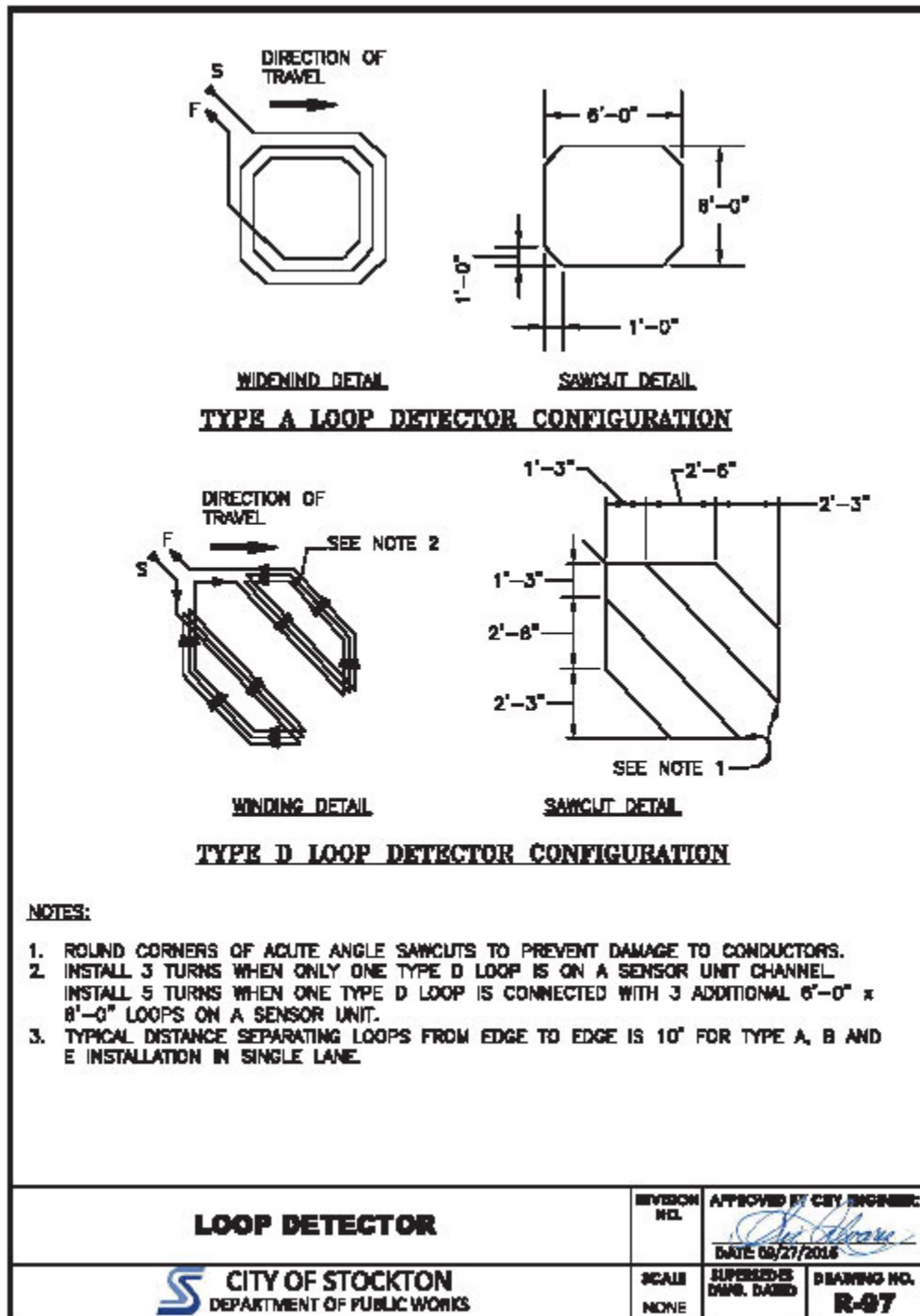
1.15 Notice of Unsatisfactory Performance: Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year; the City may thereupon terminate this contract immediately.

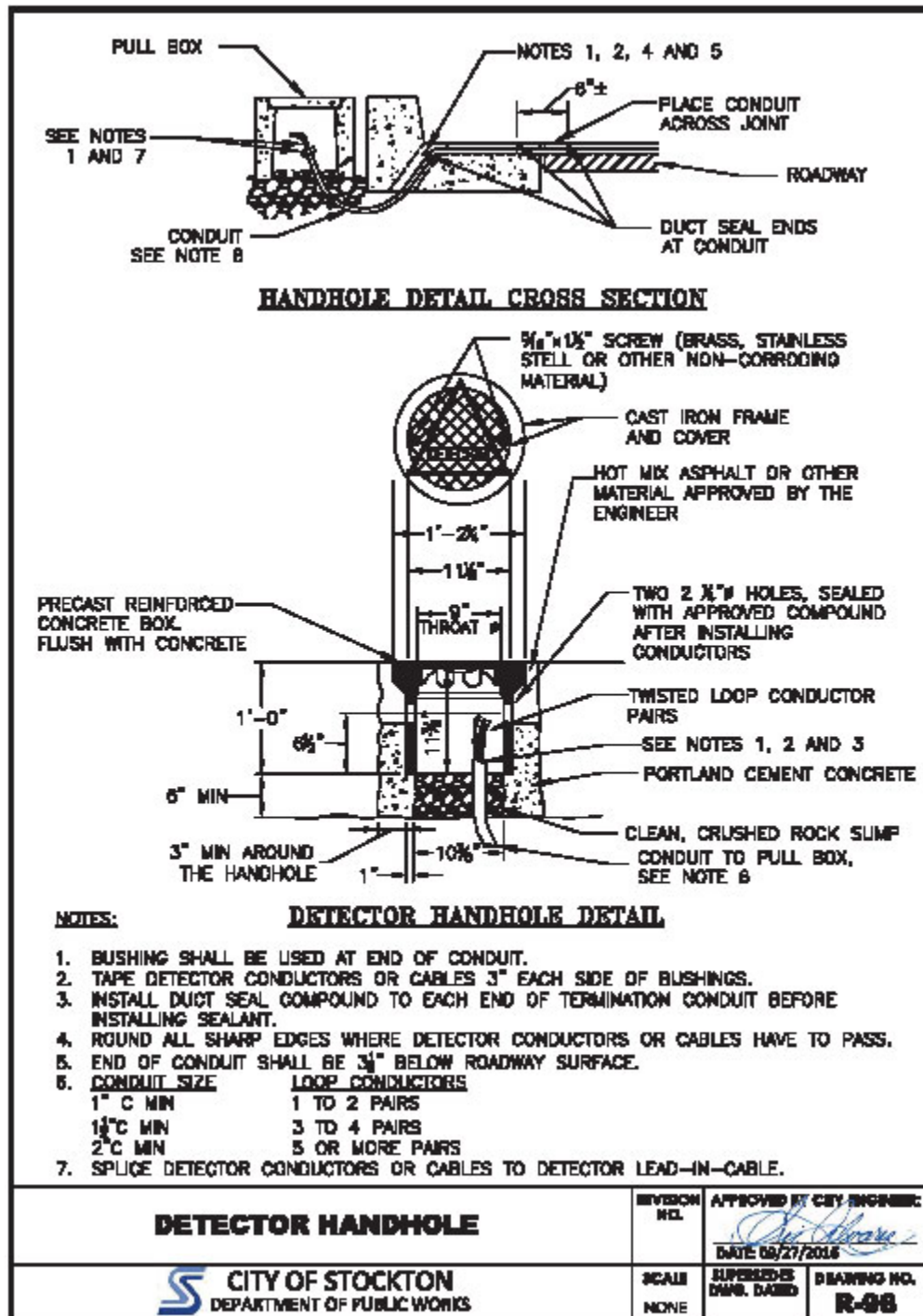
1.16 Continued Use of Facilities: Work will be performed in an orderly manner with minimum disturbance and inconvenience to the public. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

1.17 Service Records: Contractor shall maintain an accurate record of repair work for all work completed for the City in an Excel Spreadsheet, emailed to the Contract Administrator with each invoice. Contractor shall accurately log work time, material, and labor for all completed work up to and including that work being invoiced.

Attachment 'B' – Installation Details & Specifications;
City Standard Details R-96, R-97, R-98







Technical Specifications;

Detectors Loops

86-1 GENERAL – Signals, lighting and electrical work shall conform to the provisions of Section 86 “Signals, Lighting and Electrical Systems”, of the Standard Specifications and these Special Provisions.

86-1.01 REPLACE EXISTING DETECTOR LOOPS AND DETECTOR CABLES-

Detector loops shall be replaced in conformance to the provisions of Section 86-5.01A “Inductive Loop Detectors” of these Special Provisions.

86-5.01A INDUCTIVE LOOP DETECTORS – Inductive loop detectors shall conform to the following:

GENERAL – The term ‘inductive loop detector’ applies to a complete installation consisting of a loop or group of loops installed in the roadway, lead-in-cable and a sensor unit with power supply installed in a controller cabinet.

86-5.01A (1) CONSTRUCTION MATERIAL

The loops shall be installed in Type A configuration. The front loops adjacent to the limit line shall be Type D per latest Caltrans Specification, Standard plan ES-5B. The spacing between all loops shall be 10 feet. All loops shall be wrapped in the slots in the same clockwise direction. The loop wire ends **MUST** be marked **START** and **FINISH** with loop lane/phase identification number. Splices between the loop conductors and the lead-in cable shall be made in the pull box adjacent to the loops. The loops shall be joined in the pull box in series but alternating the wire ends of adjacent loops to alternate polarity to achieve optimum sensitivity at the sensor unit. Series loops shall be marked and connected as follows. First loop - "start" end to lead-in cable. "Finish" end to "finish" wire of second loop. "Start" wire of second loop to "start" end of third loop. The alternating sequence will continue for any series of loops.

For dual left or where there are multiple lanes with presence loops adjacent to each other and are 11 feet wide and narrower, inductive loops shall be 5 feet square/diameter. For lanes wider than 11 feet, inductive loops shall be 6 feet square/diameter. All advance loops and sampler loops shall be 6 feet square/diameter, regardless of lane width.

Type A or B Traffic Rated Detector Handholes shall be Type 4-TT. Metal triangular lids with metal rings shall be used. The point of the triangle shall face the direction of travel. Conduit from detector handhole to nearest pull box shall be 2" diameter or as shown on plans. If the handhole is located at the lip of the gutter, four (4" deep) concrete is required around the handhole.

Slots cut in the pavement shall be immediately cleaned by washing with water to remove all sawing residue and blown out and dried before installation of conductors.

After conductors are installed in the slots, the slots shall be filled with sealant. The sealant shall be at least one inch thick above the top conductor in the saw cut. Each loop shall be checked and filled with sealant after a minimum elapsed time of one hour. This is due to trapped air pockets and/or settling of the sealant.

All inductive loops and lead-in shown in areas paved with "Open Graded Asphalt Concrete" shall be installed a minimum of 2 inch deeper, as measured from the pavement surface, than shown on the drawings.

Loop detector sealant will be furnished by the Contractor. Sealant shall be Asphaltic Emulsion Induction Loop Sealant, State Spec. No. 8040-41A-15 or polyurethane hot melt.

Loop detector sealant must be used at air temperatures above 40 degrees Fahrenheit. Sealant shall be placed 1/8 inch below pavement surface. At no time shall the sealant be installed if the ground is wet.

One-inch (1") minimum diameter holes shall be core drilled at the loop corner before slots are saw cut. Diagonal corner cuts shall not be permitted. Homerun cut must be at a 45-degree angle from any corner of the loop. If round loops are used, homerun shall be cut perpendicular to the loop slot. This prohibits the loop wire from being bent more than 90 degrees.

Conductors of all loops to be operated by each sensor unit shall be run continuous to the nearest detector handhole up to the nearest pull box. The loop wires between the loop and adjacent pull box shall be twisted per State Specifications. All loop wires shall have three (3) feet of slack in the pull box.

Detector loop conductors shall be Type 2 loop conductors.

The conductors and lead-in cable ends shall be waterproofed as follows:

Completely cover the conductor and lead-in cable ends with an electrical insulating coating and allowed to dry. Apply one layer of high voltage tape half-lapped then apply one layer of PVC tape half-lapped. Apply electrical insulating coating over PVC tape and at least 4 inches of conductor insulation above the cut ends.

All loops shall be marked with phase tape in the pull box.

Lead-in cable for traffic signal and traffic counting installations shall be identified and banded by lane in the detector handhole. Bands shall conform to the provisions in Section 86-2.09, "Wiring," of the 2010 Caltrans Specifications.

Attachment 'C' – Cost Proposal Form

ITEM NO.	DESCRIPTION	UNIT PRICE	ITEM
1	Replace Type 'A' Detector Loop (1 to 4 loops)	\$	Per Loop
2	Replace Type 'A' Detector Loop (4 or more loops)	\$	Per Loop
3	Replace Type 'D' Detector Loop (1 to 4 loops)	\$	Per Loop
4	Replace Type 'D' Detector Loop (4 or more loops)	\$	Per Loop
5	Install Schedule 80 Conduit (1" Min. Diameter) -All Work Complete In-Place	\$	LF
6	Install Schedule 80 Conduit (1 ½" Min. Diameter) – All Work Complete In Place	\$	LF
7	Install Schedule 80 Conduit (2" Min. Diameter) – All Work Complete In Place	\$	LF
8	Install Detector Loop Handhole (Road Box)	\$	EA

SCOPE OF WORK

ATTACHMENT 'A' – SCOPE OF WORK FOR ON-CALL TRAFFIC SIGNAL SERVICES – DETECTOR LOOPS REPLACEMENTS

Description:

The Contractor shall provide all labor, material, equipment and traffic control necessary for the replacement of City of Stockton owned/maintained Traffic Detector Loops. The replacement of traffic signal detector loops is at various locations throughout the City of Stockton. Contractor shall contact the City and request all locations of detector loops be marked out. The contractor shall furnish all tools, equipment, wiring, schedule 80 PVC conduits, hand hole (road boxes), labor, services and materials, and perform all work necessary to install new traffic signal detector loops at locations requested by the City of Stockton. The work shall conform to City of Stockton Standard Specifications and Standard Details.

Detector Loop Replacement shall include the following:

- Obtain an encroachment permit from the City. Contractor is responsible for all permit fees;
- Contractor shall provide a traffic control plan to the Engineer for review and approval. Traffic control plan shall be typical for all repair service requests and in accordance to MUTCD 2014;
- City staff will layout all locations of detector loops prior to any installation work.
- Replacement of conduit if necessary;
- Install detector loops hand holes and road boxes at locations designated by the Engineer;
- Install detector loops wires and splice in accordance to City of Stockton standards
- Contractor shall comply with State Water Board requirements and apply Best Management Practices (All saw cutting water shall be vacuumed). Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials following completion of work to the satisfaction of the Engineer.

1.1 Services to be Provided: It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all City's traffic signal detector loops replacement within

ten (10) calendar days of City's request of damaged loops. The Contractor shall maintain the appropriate licenses and will comply with all other license, insurance, and permit requirements of the City, State, and Federal governments as well as all other requirements of the law.

1.2 Term of Service: The term of the Contract shall be effective from date of contract award. The City, at its option, may renew this contract for four (4) annual renewals. This option will be exercised only if the Contractor has demonstrated superior performance in the provision of On-Call Traffic Signal Detector Loops Replacement Services for the City of Stockton.

1.3 Work Hours: Traffic signal detector loops replacement shall typically occur during normal business hours. The City's allows only one lane closure during the day in each direction. Lane closure hours are 8:30 a.m. – 4:30 p.m. Monday through Friday with alternating closed Fridays. All legal holidays and alternate closed Fridays are observed as nonbusiness hours. No overtime rates will be authorized unless previously approved by the City in advance of the work being performed.

1.4 Service Availability: The Contractor shall respond to City calls within ten (10) calendar days from the date a service call has been requested by the City of Stockton. Time to respond shall start when the City calls and reports the problem into the Contractor's designated phone number. The Contractor shall provide a call-back to the City designee within thirty (30) minutes of the initial call if unanswered by the Contractor.

1.5 Completion of Work and Site Safety: Contractor shall diligently prosecute work to minimize the time the traffic signal is running on a timer, and to minimize the potential for public exposure to the work still in progress. Contractor shall start work so it is completed that same day. Contractor shall maintain the site safe at all times, and be responsible for removal and proper disposal of all waste materials and surplus items prior to leaving the site each day. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access to work areas by the public. As applicable, the contractor shall provide all necessary traffic control during work in accordance with MUTCD 2014. Contractor shall submit traffic control plans to the Engineer review and approval prior to start of work. Cost of traffic control services shall be distributed over the entire project bid items.

1.6 Billable Work (Not to Exceed Compensation): The Contractor shall not bill for unnecessary detector loops replacement work that was not completed satisfactorily, for repairs that did not fix an identified problem, or for site visits that are made by Contractor staff not conducting detector loops replacement/repair work, or by staff who are unqualified to complete needed detector loops replacement work. Contractor shall be paid for work completed

based on rates provided in the contract. Total budget for traffic signal detector loops replacement shall not exceed **\$90,0000.00**

- 1.7 Staffing, Workmanship, and Quality Level:** The Contractor shall provide a staffing level to perform on-call traffic signal detector loops replacement services at various locations throughout the City of Stockton in a thorough and professional manner, so that the City is provided with reliable and high quality detector loops replacement services at all times.
- 1.8 Maintenance and Service Locations:** Various locations throughout the City of Stockton.
- 1.9 Tools and Equipment:** The Contractor shall furnish and maintain all equipment necessary for properly replacing traffic signal detector loops at various locations throughout the City of Stockton. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.
- 1.10 Parts and Materials:** The Contractor shall furnish all parts and materials necessary for proper replacement of traffic signal detector loops. Mark-up on parts and materials may not exceed 10% of Contractor's cost (or the percentage mark-up as proposed, whichever is lower) as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost. All materials and invoices shall be subject to review and approval by the Engineer.
- 1.11 Inspections and Discrepancies:** So as to ensure consistent quality of the work being performed, all inspections of the Contractor's work shall be inspected by the City's Traffic Signal staff to ensure compliance with the Contract specifications. Inspections will be made by the City every time to confirm that work performed meets specifications. The City reserves the right to retain independent consultation for the evaluation of work conducted to include: workmanship, safety practices, application of industry techniques, or efforts to mitigate disruption to operations and property damage. Upon the discovery of unsatisfactory results, the City may issue in writing a notice of unsatisfactory performance. If corrective work is required, the City will provide a written list of discrepancies to the Contractor to correct at no additional cost to the City. If discrepancies are not addressed within two business days, the City may perform the work using others and deduct the cost from the Contractor's payment either through invoice deduction, or back-charges withheld from the soonest month's payment.
- 1.12 Hourly Rate:** The hourly rate proposed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, overhead and

profit. Labor rates include service truck and all tools/equipment typically found on service truck.

- 1.13. Contract Administrator:** During the performance of the contract the City will be represented by the Senior Traffic Signal Supervisor, telephone number (209) 937-7406 or their designee.
- 1.14 Additions and Deletions to Contract:** The City reserves the right to either add or delete any bid item in the Contract.
- 1.15 Notice of Unsatisfactory Performance:** Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year; the City may thereupon terminate this contract immediately.
- 1.16 Continued Use of Facilities:** Work will be performed in an orderly manner with minimum disturbance and inconvenience to the public. The Contractor shall confine and limit its personnel to only those areas required in performing the work.
- 1.17 Service Records:** Contractor shall maintain an accurate record of repair work for all work completed for the City in an Excel Spreadsheet, emailed to the Contract Administrator with each invoice. Contractor shall accurately log work time, material, and labor for all completed work up to and including that work being invoiced.

Attachment 'C' – Cost Proposal Form

ITEM NO.	DESCRIPTION	UNIT PRICE	ITEM
1	Replace Type 'A' Detector Loop (1 to 4 loops)	\$ 645.00	Per Loop
2	Replace Type 'A' Detector Loop (4 or more loops)	\$ 500.00	Per Loop
3	Replace Type 'D' Detector Loop (1 to 4 loops)	\$ 645.00	Per Loop
4	Replace Type 'D' Detector Loop (4 or more loops)	\$ 500.00	Per Loop
5	Install Schedule 80 Conduit (1" Min. Diameter) -All Work Complete In-Place	\$ 145.00	LF
6	Install Schedule 80 Conduit (1 ½" Min. Diameter) – All Work Complete In Place	\$ 150.00	LF
7	Install Schedule 80 Conduit (2" Min. Diameter) – All Work Complete In Place	\$ 155.00	LF
8	Install Detector Loop Handhole (Road Box)	\$ 675.00	EA

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

Exhibit C:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. 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 the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

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. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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 before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

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

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

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

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 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

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**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 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

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

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

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

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

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

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 5 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

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

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

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

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

D. Affordable Care Act (ACA) Anti-Retaliation

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 7 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

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
 - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
 - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
 - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 8 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 9 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

- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 10 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

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 11 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

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 12 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 13 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**ATTACHMENT A
EXHIBIT D**

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

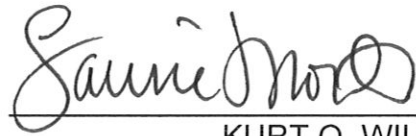
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

\\ODMA\GRPWISE\COS.PER.PER_Library:96180.1