

CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **ROSS RECREATION EQUIPMENT COMPANY, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **100 BUSH CREEK ROAD, STE. 206, SANTA ROSA, CA 95404**, hereinafter called "CONTRACTOR," and **CITY OF STOCKTON**, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of **MATTIE HARRELL PLAYGROUND REPLACEMENT (PROJECT NO. WP24045)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. _____**, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. _____**, on _____.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

CONTRACTOR agrees:

1. SCOPE OF SERVICES. To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on _____, by **Council Resolution No. _____**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in **Exhibit A**, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **\$387,868.75**, or as otherwise mutually agreed to in a Contract Change Order.

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

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

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

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

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

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

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

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

4. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B 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, and the provisions of the issued project specifications.

The Director of Public Works will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

6. WORKING DAYS. This work shall be diligently prosecuted to completion before the expiration of 24 WORKING DAYS beginning on the tenth calendar day after the date shown on the Notice to Proceed. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as

may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director of Public Works, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director of Public Works in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director of Public Works or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately, and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

7. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

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 from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d)

<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964>.

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 C**). 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 wage 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 ensure 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 <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. 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 ensure 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 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.

f. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the

first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

9. SECURITIES. 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.

10. 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 Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction 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.

Processing of change orders shall be in accordance with Section 4-1.05A of the City of Stockton Standard Specifications and Plans as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-1213, effective September 27, 2016, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.05A, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

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

CONTRACTOR agrees that CITY or its delegate will 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 purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

12. WAIVER. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

CITY:

By: _____

By: _____
STEVE COLANGELO
INTERIM CITY MANAGER

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: 
ROSS RECREATION EQUIPMENT
COMPANY, INC.

By: _____
ASSISTANT CITY ATTORNEY

68-0103540

Tax Identification No.

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Nicole Nowak
707.538.3800 | (916) 546-4425
nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design #
1193000-03-03
Quote Total: \$387,868.75

Billing Address:
City of Stockton
1465 S. Lincoln St.
Stockton, California 95206

Shipping Address:
Sierra Play Partners
Sierra Play Partners
Attn: Loren Jessop/Mattie Harrell
812 Kiernan Ave
Modesto, California 95356

Quote Date: 4/24/25
Expiration Date: 5/26/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Mattie Harrell Park Play	4-6 weeks	Nicole Nowak	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Rentals	Temp Fencing provided by Installer. Fencing to remain until final inspection.	\$2,400.00	\$2,400.00
1.00	Demolition	Demolition includes: Demo & Disposal of Existing Play Equipment and Demo & Disposal of 2 qty Existing Concrete ADA Ramps w/ PIP.	\$9,335.00	\$9,335.00
1.00	Site Work	Site Work to include: Raking back existing wood fiber, Construction of new concrete slab w/ PIP for 2-5 play area at approx. 200 SF, Installation of PIP on concrete slab, Construction of new concrete ADA ramp in 5-12 play area. Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$15,800.00	\$15,800.00
1.00	Project Management	Offloading, Receiving, Storing Equipment and Delivering Equipment to Site.	\$5,135.00	\$5,135.00
1.00	PlayBooster 2-5 & PlayBooster 5-12	Landscape Structures PlayBooster for ages 2-5 and ages 5-12 PlayBooster Design # 1193000-03-03. 2-5 Play Area Includes: PlayBooster Play Structure w/ Block Climber, Pod Climbers, Below Deck Rocker Seat, Arch Bridge, Braille Panel (Ground Level), Color Splash Panel at Grade, Driver Panel (Above Deck), Kaleidospin Panel (Ground Level), Optigear Panel at Grade, Ring-a-Bell Panel (Above Deck), Space Travel Panel (Ground Level), Tic-Tac-Toe Panel at Grade, 2 qty. CoolTopper Single Post Pyramid Shade, Double Slide, SlideWinder2, Footprint Balance Beam, Forma Fox Den Hangouts, Mobius 3-Panel Climber, Pod Climbers, Rhapsody Vibra Chimes, LSI Provided ages 2-5 Welcome Sign. 5-12 Play Area Includes: PlayBooster Play Structure w/ Clatterbridge, Canyon Climber, Sky Rail Climber, Croquet Climber, 3-Step Deck Link, JigJag Climber, Ring Tangle Climber, Vertical Ascent Climber, 2 qty Below Deck Rocker Seats, Chimes Panel (Above Deck), Fun Mirror Panel (Ground Level), Gear Panel (Above Deck), Pipe Barrier (Above Deck), Grab Bar, Gyro Twister Spinner, 4 qty CoolTopper Single Post Pyramid Shades, 30" Dia tunnel Slide, Double Wave Slide, SlideWinder2, Rhapsody Goblet Drum, Kundu Drum, 5" Arch Swing w/ 2 Belt Seats, LSI Provided ages 5-12 Welcome Sign.	\$189,075.00	\$189,075.00
1.00	Install - Play Equipment	Installation of Landscape Structures PlayBooster for ages 2-5 & ages 5-12 per design #1193000-03-03 by a manufacturer certified installer.	\$109,335.00	\$109,335.00
*Project DIR # needed for state Prevailing Wage projects. Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.				

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Nicole Nowak
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nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design
1193000-03-03
Quote Total: \$387,868.75

*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

*Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required.

*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.

1.00	Wood Fiber	Wood Fiber Surfacing Material - 8" Top-off across 1756 SF in 2-5 play and 8" Top-off across 3025 SF.	\$2,500.00	\$2,500.00
1.00	Install - Wood Fiber	Wood Fiber Rake and Spread Installation of approx. 236 cubic yards of engineered wood fiber. To be dispersed between the 2-5 and 5-12 play boxes for 8" top-off.	\$2,500.00	\$2,500.00
1.00	Inspection	CPSI Playground Safety Audit provided by Certified Playground Inspector.	\$4,667.00	\$4,667.00
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$11,230.00	\$11,230.00
Totals				
County/ City Tax (San Joaquin County/ Stockton 9.0000 %)			Materials	\$191,575.00
			Sales Tax	\$17,241.75
			Labor/ Fees	\$160,402.00
			Freight	\$18,650.00
			Total	\$387,868.75

Notes to Customer

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Mattie Harrell Park

Ross Recreation Equipment Contract Document

PREPARED FOR:

City of Stockton
1465 S. Lincoln St.
Stockton, California 95206
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between City of Stockton ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **5/26/25**.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments, or modifications of this Contract shall be valid unless made in writing and signed by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms and payment for materials is required regardless of installation status.

Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(San Joaquin County/ Stockton 9.0000 %)**.

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.

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1193000-03-03
Quote Total: \$387,868.75

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

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6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Nicole Nowak
707.538.3800 | (916) 546-4425
nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design
1193000-03-03
Quote Total: \$387,868.75

and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Nicole Nowak
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nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design
1193000-03-03
Quote Total: \$387,868.75

15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

16. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Customer Print Name

Date

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

1.0 INTRODUCTION

The City of Stockton Public Works Department is requesting proposals from qualified firms to remove existing play equipment and provide and install a multi-component, modular playground structure at Mattie Harrell Park, 2244 S Lincoln St, Stockton, CA 95206. Vendors are invited to submit proposals for this playground.

The selection criteria listed within this RFP shall be used to measure how well each vendor has met the desired requirements and qualifications. The award will be based on evaluation of all selection criteria. The City will conduct negotiations with the highest ranked firm based upon the selection criteria as outlined in this RFP.

2.0 BACKGROUND

The City of Stockton is planning to install a replacement playground at **Mattie Harrell Park**. The City is looking for unique, fun play equipment for ages 2-12 with engaging features and high play value that will encourage physical activity and enhance motor skill development.

3.0 PROJECT DESCRIPTION

The objective of this RFP is to solicit proposals that will result in the award of a contract for turnkey installation of a replacement playground at Mattie Harrell Park.

4.0 SCOPE OF SERVICES

Scope of Services includes, but is not limited to:

1. Assess needs and design criteria with City's parks maintenance team.
2. Provide a consistent project design team through the full length of the design process. Substitutions need to be submitted in writing to the City and must be approved by the City.
3. Provide schematic drawings, colored elevations, colored perspective, and other suitable material depicting the components to be evaluated.
4. Apply value engineering/analysis to alternatives including advice on "constructability" and "vandal-resistant" decisions. Provide information on the trade-offs between alternatives as to the initial costs, life cycle costs, and construction schedule.
5. Design development and installation document stages of the project. Provide feedback on the budget, schedule, and make recommendations to the City.
6. Ensure the equipment fits within the site for all use zones.
7. Arrange for equipment to be delivered on site by installer. Secure equipment if delivered early.
8. Secure the work site with 6' temporary chain link fencing and warning signs during installation and until final safety certification is received and approved by City.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

9. Following installation, a full and thorough audit of newly installed play equipment is required. This will be performed by a Certified Playground Safety Inspector (CPSI). Vendor(s) will be required to address and resolve any identified deficiencies within ten (10) business days of notification of the deficiencies to the City.
10. Contractor to provide Certified Playground Safety Inspector (CPSI) and Safety Inspection Report, any fees associated is the contractor's responsibility.
11. Attend public or online meetings to include any feedback from the community.

Demolition and disposal of existing playground equipment will be necessary.

4.1 DESIGN CRITERIA

See [Attachment A](#) for park location and details.

To be considered for selection, equipment included in a proposed design must meet the following criteria.

1. All designs should be shown using the color palette of tan, brown and green. Actual colors of ordered playgrounds will be determined with the successful vendor. Failure to provide schematic drawings in the requested colors may result in the dismissal of the proposal.
2. Designs should include proposed location for benches, and pricing should include bench purchase and installation. Bench locations may be outside of the existing playground footprint.
3. Pricing should include certified surface installation. All sites, with the exception of inclusive, all-accessible playgrounds, should use engineered wood fiber playground mulch. Poured in place surfacing may be used as a ramp from sidewalk to structure if it increases area and play value for all.
4. Play structures and amenities must be age appropriate with proper signage.
5. Design must be compatible with and enhance current park amenities.
6. All equipment and surfacing must conform to current playground-related standards.
 - a. Including but not limited to:
 - i. All guidelines of the U.S. Consumer Products Safety Commission (CPSC).
 - ii. All American Society for Testing and Materials (ASTM) standards for public play equipment.
 - b. The proposal must include signed, written certification of same from the manufacturer or its representative.
7. All equipment proposed to be furnished in response to this RFP shall meet the

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

following minimum requirements:

- a. Main upright platform posts on units designed for ages 2-12 require a minimum 5-inch O/D galvanized steel or aluminum, powder-coated posts, or acceptable alternative.
- b. Decks/Ramps
 - i. Vinyl-coated expanded metal; or vinyl-coated punched steel or aluminum. No plate steel or wooden decks.
 - ii. Must be multi-post supported and maintain a minimum area of 12 square feet each. Can be square, rectangular, or multi-sided.
- c. Swings (if included)
 - i. All swings shall be arch style swings.
 - ii. A combination of belt, toddler, companion, and accessible swings should be included.
 - iii. Minimum of two bays per unit should be included.
- d. All equipment furnished under this proposal shall be designed and constructed in such a way that the equipment can be installed with conventional, poured-in-place concrete footings.
- e. No fiberglass, wood, or polished stainless-steel parts, components (such as slide bedways), or structures will be accepted.
- f. Tunnels, tubes, slides, or cubes shall be constructed of rotationally molded polyethylene materials with ultraviolet light stabilizers and color molded in.
8. Multi-component, modular play units can be designed in a semi-compact fashion, linear or spread-out forms. Area must allow for the manufacturer's recommended and state-required safety zones on all sides of the actual play unit.
9. Accessibility
 - a. The following criteria have been developed as guidelines for the manufacturers and suppliers responding to this RFP:
 - i. Equipment that is proposed as "ADA Compliant or ADA Accessible" must be as accessible as possible to all children from able-bodied to those with a wide range of disabilities. The equipment should in no way be designed so that the play value to able-bodied children is reduced.
 - ii. Additional play events attached to the deck structures may be included at ground level as part of accessibility requirements.
 - iii. It is the intent of the City of Stockton that all new playgrounds shall be accessible to a range of children with many levels of physical ability. Manufacturers are strongly encouraged to respond to this intent.
 - iv. All play equipment will be as vandal-proof as possible.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

SECTION 1 - SPECIFICATIONS AND PLANS

1.1 Specifications

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

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

1.2 Terms and Definitions

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

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

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

Project Manager	oversee(s) this maintenance contract. Contractor's appointed person responsible for performance of the work.
Contractor	Company having contracted with the City for work as described herein.
Working Day	Any eight-hour day, except as follows: Saturday, Sunday and City recognized holidays

SECTION 2 - BLANK

SECTION 3 - BLANK

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

4.1 Beginning of Work

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

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

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

4.2 Award of Contract

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

4.3 Time of Completion

Upon execution of the contract by the City, the performance period of working days shall commence based on the schedule provided by the contractor. **The contractor shall diligently prosecute the contract work to completion within the working days provided on the schedule.** The days to finish the punch list, provided by the City, are included in the Original Working Days.

Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

4.4 Liquidated Damages

Attention is directed to the provisions in Section 8-1.10, "Liquidated Damages," of the Caltrans Specifications and these Special Provisions.

The contractor shall pay liquidated damages to the City of Stockton in the amount of **\$3,600 (THREE THOUSAND SIX HUNDRED DOLLARS)** per day for each and every calendar day that the work remains incomplete after expiration of the contract working days specified in these Special Provisions.

Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

4.5 Termination Clause

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

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

SECTION 5 - PROJECT AND PROPOSAL GENERAL INFORMATION

5.1 Proposal Submissions

Proposals shall be submitted and received no later than **3:00 p.m. on Wednesday, January 29, 2025**, to:

ATTN: KATRINA TAVARES
CITY OF STOCKTON
1465 S. LINCOLN STREET
STOCKTON, CA 95206

The proposal should be firmly sealed in an envelope which will clearly be marked on the outside with "**MATTIE HARRELL PLAYGROUND REPLACEMENT - PROJECT NO. WP24045**". The Cost Proposal must be in a sealed envelope separate from the proposal. Late Proposals will not be accepted.

5.2 Acceptance or Rejection of Proposal

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

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

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.

5.3 Proposal Questions and Requests for Clarification

Any question or request for clarification shall be submitted in writing to:

Jeniffer.Morfin@stocktonca.gov. Requests for clarification shall be submitted by Thursday, January 9, 2025, at 4:00 p.m. If a response warrants an addendum to the RFP, such addendum will be posted at least two days prior to the proposal due date. It is the proposer's responsibility to include a copy of such response with his/her proposal.

5.4 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 process will, and shall be, just cause for disqualification/rejection of proponent's proposal 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 or file or be interested in more than one proposal 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.
- G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

5.5 Licensing Requirements

- Contractor shall possess and maintain professional certifications or licenses that may be required to perform the work as described.
- Contractor shall possess a valid City of Stockton Business License prior to starting work. Contractor shall possess a A, B or C-61/D-34 specialty license issued by the State of California Contractors State License Board in order to

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

submit a proposal for this work. Department of Industrial Relations (DIR) registration is required.

- 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.

5.6 Department of Industrial Relations

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

5.7 REQUIRED PROPOSAL CONTENT

See SECTION 10. The proposal shall contain the following, at a minimum:

- Cover Letter
- Executive Summary
- Project Team
- Examples of experience with similar types of work
- References
- Playground Designs
- Schedule
- **Cost Proposal (in a separate sealed envelope)**

The body of the technical proposal shall not exceed 20 pages with a minimum font size of 10. Proposer shall submit 5 bound sets of the proposal. The maximum allowable length is exclusive of any folder, cover, or section dividers. Proposals shall be no more than 25 pages, including resumes and the cover letter. The proposal shall also be submitted as a PDF on a USB flash drive clearly labeled with the proposer's name. Drawings and pricing pages will not count as part of the proposal's page count. An electronic copy of the cost proposal should not be included on the flash drive.

5.8 Schedule

Provide a detailed time schedule outlining the shipment of materials, followed by the demolition process and subsequent installation.

5.9 Cost Proposal

Proposer shall submit a separate cost proposal as part of their overall proposal. Please provide a summary of charges for CPSI, safety report, complete playground installation, including surfacing.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

The cost proposal must be in a sealed envelope separate from the other required proposal content.

5.10 Product Ownership

Any documents resulting from the performance of work in the contract will become property of the City.

5.11 Contract Bonds

See "Instructions to Proposers." This job requires registration with the Department of Industrial Relations and prevailing wage.

5.12 Project Appearance

The Contractor shall maintain a working zone that is neatly fenced off with 6' temporary chain link fencing and warning signs. The work zone shall be maintained clean at the end of each workday. Fencing shall remain around playground until successful CPSI safety inspection is complete and the City has received the safety inspection documentation.

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

5.13 Indemnification and Insurance

See "Instructions to Proposers."

5.14 Start of Work Meeting

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

5.15 Inspections

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

5.16 Contractor Qualifications

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

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

5.17 Contractor Responsibilities

Contractor will provide an adequate number of staff able to perform work at the highest standards of playground design and installation to deliver this project in conformance of these specifications.

5.18 Damage to Improvements

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

5.19 Safety

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

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

5.20 TRAFFIC CONTROL AND LANE CLOSURES

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

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

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

5.21 Traffic Control Plan

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

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

5.22 Traffic Lane and Sidewalk Closures

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

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

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

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

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

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

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

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

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

Whenever Contractor's vehicles or equipment are parked within six feet of a traffic lane, the area shall be closed with fluorescent traffic cones or portable delineators placed on a

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

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

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

5.23 Protection of Property

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

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

5.24 Standards of Performance

All other portions of these special provisions notwithstanding, it is intent of these special provisions that the Contractor provide a level of service that will present the community with a safe and enjoyable playground.

Contractor shall comply with all local, County, and State laws and regulations governing playground installation work applicable to the type of work and individual locations being developed.

5.25 Workmanship

Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Contract Administrator. The Contractor shall cooperate with the Contract Administrator to enable determination of contract compliance. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent of these Special Provisions. If any work is not performed to the satisfaction of the Contract Administrator, the Contractor will be responsible for correcting such deficiencies.

5.26 Quality Control

Contractor shall perform quality control on all work performed under this contract. An inspection of each playground at completion by a third-party Certified Playground Safety Inspector is required. Each playground must remain fenced off to the public until the completed inspection from a qualified third party is received by the City of Stockton.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

SECTION 6 - BLANK

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 General

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

7.2 Payments

Payment requests shall be submitted after the end of each site installation is complete and CPSI safety inspection documentation is received. Payment requests received earlier than that will not be processed until these items are confirmed and until the certified payroll is submitted.

The five percent (5%) retention withheld of all construction contract payments will remain with the City until thirty-five (35) calendar days after the Notice of Completion was recorded.

SECTION 8 – BLANK

SECTION 9 – DESCRIPTION OF WORK

It is the intent of these special provisions that the Contractor provide a level of quality playground equipment professionally installed that presents Stockton residents with safe playgrounds with play value and vandal-resistant features.

9.1 HOURS AND DAYS OF WORK

All installation work is expected to be performed between the hours of 7 a.m. and 5 p.m. Contractor shall not use equipment powered by internal combustion engines within 50 feet of a residence before 8 a.m.

Contractor shall provide a schedule of installation dates as soon as identifiable, based on incoming shipments of playground components.

SECTION 10 - SUBMITTALS

Proposals will be accepted until **Wednesday, January 29, 2025, at 3:00 p.m.** See Section 5, Item 5.0

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content will be kept confidential until after an award is approved. Once the award recommendation is made, and has been approved, information in proposals will become public record and can be released at that time.

The City may reject any proposal not in compliance with all prescribed public bidding

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

procedures and requirements and may reject any or all proposals. These are minimum requirements. The City reserves the right to waive any requirement or condition of the Request for Proposals upon finding that it is in the public interest to do so.

Playground designs may be vetted through a public approval process.

Proposals will be reviewed by a Selection Committee tasked with evaluating each proposal according to the selection criteria outlined in the RFP. The Selection Committee will be comprised of staff members of the City. The firms deemed most qualified and responsive may be asked to attend an interview session to further present their approach to the services requested. Vendors will not be compensated for participation in this process.

All RFP requirements must be met, or be capable of being met, by the responding firm or the submittal may be disqualified as being nonresponsive. The firm deemed most qualified by the committee will be recommended for contract award to the Stockton City Council.

10.1 EVALUATION AND SELECTION PROCESS

The successful vendor will be selected in accordance with the City of Stockton's selection procedure for architectural and engineering services. Selection will be made based on qualifications and any other relevant considerations.

Evaluation

Proposal evaluation involves an assessment of both the quality and responsiveness of the proposals and the ability of the firm to fulfill the requirements of the RFP. The proposals will be evaluated to ensure that all material requirements of the RFP are met.

Any proposals that are not organized in the manner outlined under "Proposal Format" will be rejected prior to distribution to the evaluators.

Selection Process

The following selection process will occur:

1. Proposals will be reviewed by a selection committee made up of City staff.
2. The selection committee will review and evaluate proposals and may conduct interviews with qualified firms of interest.
3. The City is under no obligation to enter into a contract.
4. There will be no disclosure of contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded, all proposals will be open for public inspection, except for trade secrets and confidential information which the firm identifies as proprietary. Firms may submit "public copies" and redact all such

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

information.

5. All costs associated with proposal preparation, including any necessary travel, are the responsibility of the submitting firm. Submitted proposals shall remain the property of the City of Stockton. Any questions regarding this RFP shall be submitted to the Purchasing Division as outlined in the Inquiries section of this RFP.

10.2 SELECTION CRITERIA

Proposals will be evaluated through a comprehensive approach that balances the firm's demonstration of the below competency areas:

- **Quality of Proposal (10%)** | Completeness of proposal, adequately responded to all items outlined in the proposal format section and is easy to understand.
- **Overall Play Value (20%)** | Proposed equipment/design includes engaging features and high play value that will encourage physical activity and enhance motor skill development.
- **Safety & Accessibility (25%)** | Proposed design meets or exceeds standards for safe play and accessibility for children of all abilities.
- **Site Compatibility (10%)** | Design fits with the feel of the park and is appropriately scaled.
- **Design & Functionality (10%)** | Demonstrates an understanding of the project vision and of considerations of durability and ease of maintenance.
- **Cost Proposal (20%)** | Points will be weighted with regard to the cost most beneficial to the city.
- **Local Business Preference (5%)** | Local business preference applies as defined by Stockton Municipal Code 3.68.090. A maximum of 5 points will be given for companies with offices in Stockton and a maximum of 2 points will be given for companies with offices outside of Stockton, but within San Joaquin County.

Proposers should submit complete renderings of the playground, with a description of each.

10.3 PROPOSAL FORMAT

Respondents must supply the following information in the order listed below. Each section should be clearly labeled with numbered pages and correspond to the number and titles below. Failure to include all listed items, in the order outlined below with the associated headings, may result in a rejection of the proposal. Drawings and pricing pages will not count as part of the proposal's page count.

1. **Cover Letter** Provide a cover letter indicating your firm's philosophy, areas of concentration, and how the design of the project aligns with the firm's expertise. The letter must be brief and formal and provide information regarding the firm's

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

interest in and ability to perform the requirements of this RFP. The letter shall be signed by an individual who is authorized to enter into an agreement with the City of Stockton, including contact information.

2. **Firm Background** Provide number of years in business under present name and provide the name and address of each office and location including the office location where the majority of the work will actually be performed.
3. **Qualifications** Please respond to the below qualification items.
 - a. Demonstrate the firm's qualifications and experience in the design of playgrounds and provide examples.
 - b. Demonstrate an understanding of relevant codes and regulations applicable to projects of similar size, form, and function.
 - c. Provide examples of how the firm has solicited public feedback for past projects and how the firm proposes to solicit feedback from local residents for this project.
 - d. Provide examples of cost-control strategies and cost-sustainability strategies.
4. **Project Team** Please provide a detailed description of your assigned project team, including:
 - a. Identify the project principal and project manager/primary contact. Demonstrate their experience and qualifications related to playground design, construction, and applicable professional registrations or certifications.
 - b. Demonstrate the organization of the proposed design team and outline their respective roles and responsibilities.
 - c. Describe any sub-consulting firms for this project; include their background, experience, and an outline of the services that they will perform. Be sure to include the name and years of experience of the installer.
 - d. Show the percentage of the contract that will be subcontracted to DBE sub-consultant firms.
5. **References** Provide at least three (3) and no more than five (5) references of similar projects (besides projects at the City of Stockton) that your company provided services for. For each reference, please include the below information:
 - a. Project name and location
 - b. Name and address of client
 - c. Contract start date and duration of project
 - d. Type and size of contract

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

- e. Photograph of completed project
 - f. Describe the firm's role in the project
6. **Ongoing & Completed Projects** Provide a list of ongoing and completed projects.
- a. Provide a list of similar projects completed by the project manager. Include the construction amount for each project and the current status of the project.
 - b. Provide a statement that your firm and the assigned project manager have the capacity to complete the project in the required timeframe and according to the timeline set forth by the City of Stockton.
7. **Customer Experience** Describe your firm's philosophy on customer/client experience.
- a. Describe the on-site availability to the City in terms of communication, meetings, and fieldwork.
 - b. Describe any proximity issues and how you will ensure that there are no disruptions to response times for critical matters pertaining to this project.
 - c. Describe your customer experience philosophy after the project is complete.
8. **Project Approach** Provide your firm's approach to the development and completion of design.
9. **Anticipated Design Schedule** Provide design schedule including pertinent milestones to aid in the development of an overall project schedule.
10. **Drawings** Provide drawings or renderings of proposed designs.
- a. Proposals should include drawings of playground with fall zones indicated.
 - b. Submissions should include 11" x 17" drawings (digital file is OK) of playground designs (without company name/logo that can be used to solicit public feedback.) Color scheme for drawings is listed under Design Criteria (see Section 4).
11. **Pricing** Provide an estimated project budget.
- a. Prices shall include the total cost of playground systems, including delivery to the park location in Stockton, California and installation of equipment. Prices shall apply through when ordering will be complete.
 - b. Proposals should include detailed pricing of elements including but not limited to labor, equipment (benches, signage, play equipment), surfaces, etc.
 - c. Each project shall be designed and configured so that it does not exceed a total

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

delivered and installed price, including safety surface of the above listed budgets.

10.4 PROPOSAL EVALUATION

The Contractor Selection process is anticipated to follow the timeline shown below.

<u>Event</u>	<u>Date</u>
Post Request for Proposals	December 19, 2024
Written Questions submitted by	January 9, 2025, at 4:00 p.m.
Response to Written Questions	January 16, 2025
Proposals Due	January 29, 2025, at 3 p.m.
Estimated City Council Approval	April 2025

Proposal Evaluation

The selection committee will evaluate all proposals. Ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment C). Cost will be a factor in the evaluation, but selection is predominantly qualifications based on qualifications and how well the Contractor fits within the City's objectives for playground design and installation.

Cost proposals will not be opened until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose. Also, non-Stockton firms should make an effort to use Stockton contractors whenever possible. Points will be weighted based on the amount of work being performed by the local contractors and/or businesses.

Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor.

The selected contractor will be expected to enter into a Construction Contract with the City. Proposers should direct their attention to Attachment B, Instructions to Proposers for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until the Council approves the contract and the City manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

EXHIBIT 2
ATTACHMENT A

10.5 CONTRACT COMPLETION SUBMISSIONS

A third party CPSI inspection report for each playground must be received by the City of Stockton prior to removing fencing at any playground site.

10.6 Certified Payroll

Monthly certified payroll reports must be filed with the California Department of Industrial Relations under the provided project number. An electronic copy of these certified payroll reports must also be received by the Contract Administrator in the Parks Division, as well as the designated compliance person in the Public Works Operations and Maintenance office.

ATTACHMENTS:

Attachment A – Playground Site
Attachment B – Instructions to Proposers
Attachment C – Evaluation Scoring Sheet

Exhibit B:
Insurance Requirements
(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, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** 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.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

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 cancelled 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed**

with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

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

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. Payment Bond
3. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to

issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

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

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

Subject:

Directive No. HR-15

Page No. 4 of 14

**DISCRIMINATION AND
HARASSMENT POLICY**

Effective Date:

5/1/2015

Revised From:

7/27/09

4/6/09

3/1/2010

(see below)

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

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**

EXHIBIT 2
EXHIBIT C

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

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

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

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

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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**

EXHIBIT 2
EXHIBIT C

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

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BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, **ROSS RECREATION EQUIPMENT COMPANY, INC.**, a **STATE OF CALIFORNIA CORPORATION**, as Principal and _____, a corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of THREE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$387,868.75), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

**MATTIE HARRELL PLAYGROUND REPLACEMENT
(PROJECT NO. WP24045)**

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond,

and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
DEPUTY CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **ROSS RECREATION EQUIPMENT COMPANY, INC.**, a **STATE OF CALIFORNIA CORPORATION**, as Principal and _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of THREE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$387,868.75), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

MATTIE HARRELL PLAYGROUND REPLACEMENT (PROJECT NO. WP24045)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work

this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
DEPUTY CITY ATTORNEY