

## CONTRACT FOR SERVICES

THIS CONTRACT is entered into this    day of   2026  , between the CITY OF STOCKTON, a municipal corporation ("CITY), and **ALL SEASONS POOL SERVICE** a **STATE OF CALIFORNIA CORPORATION**, with a business address at **P.O. BOX 1624, LODI, CA 95241** hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **WEBER POINT EVENTS CENTER FOUNTAIN MAINTENANCE (PROJECT NO. OM-26-003)**, hereinafter referred to as "SERVICE".

### RECITALS

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

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

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

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

reimbursement for costs shall not exceed **\$241,848** or as otherwise mutually agreed to in a Contract Amendment.

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

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

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

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

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

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

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

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

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

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

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

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

**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 any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or

its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the 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. SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **December 31, 2028**, unless extended by mutual agreement through the issuance of a Contract Amendment. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B**.

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a **Discrimination and Harassment Policy (Exhibit D)**. The purpose of this policy is to reaffirm the CITY’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](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 rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>
- f. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

- iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

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

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

Any such changes will be set forth in a Contract Amendment 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 Amendment will not become effective until approved by the authorized City official.

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

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

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

**11. CONTRACTOR STATUS.** In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

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

- i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.
- ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

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

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

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

To CONTRACTOR: All Seasons Pool Service  
P.O. Box 1624  
Lodi, CA 95241

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

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

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

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

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

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

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

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

**21. DISPUTE RESOLUTION.** Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue

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

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

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

**23. INTEGRATION AND MODIFICATION.** The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract

that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

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

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

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

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

**CITY OF STOCKTON**

**ALL SEASONS POOL SERVICE**

By: \_\_\_\_\_  
JOHNNY FORD  
CITY MANAGER

By: Mark Hickey  
Signature

ATTEST:

MARK Hickey  
Print Name

By: \_\_\_\_\_  
KATHERINE ROLAND, CMC, CPMC  
CITY CLERK

Title: Owner

APPROVED AS TO FORM:

By: \_\_\_\_\_  
TARYN N. JONES,  
ACTING CITY ATTORNEY



**PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**WEBER POINT EVENTS CENTER**

**FOUNTAIN MAINTENANCE**

**PROJECT NO. OM-26-003**

Issued by:

City of Stockton Public Works Department  
Parks Division, 1465 S. Lincoln St, Stockton, CA 95206

Date Issued: October 30, 2025

**MANDATORY JOB WALK: November 13, 2025, at 8:00 a.m.**

**Proposals Due: Wednesday, December 3, 2025, at 3 p.m.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**CITY OF STOCKTON PUBLIC WORKS DEPARTMENT  
REQUEST FOR PROPOSALS  
WEBER POINT EVENTS CENTER FOUNTAIN MAINTENANCE  
PROJECT NO. OM-26-003**

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**1.0 INTRODUCTION**

The Weber Point Events Center Fountain is a Ultraviolet, bromine, computer controlled, recirculation system with computer controlled led lights and spray nozzles. The City of Stockton is requesting proposals from qualified licensed Pool and Spa Maintenance Contractors for maintenance of this renovated fountain. Upon approval of the contract, work shall be executed beginning on January 1, 2026, and run through December 31, 2028, subject to funding availability and City Council approval. After the initial three-year calendar term, there is the possibility for up to two (2) additional one-year terms via extension request by the Contractor and agreement by the City.

Definitions:

**Contract Administrator** = Public Works Department representative(s) who oversee(s) the maintenance contract.

**Project Manager** = Contractor representative assigned as primary day-to-day contact for City and person in charge of executing the ongoing work activities identified in the project scope of services.

**Quality Control Manager** = Contractor representative in charge of monitoring performance of Project Manager.

**Contractor** = Company having contracted with the City for work as described herein

**2.0 PROJECT DESCRIPTION**

Service work will include Start Up Service, Daily Maintenance Service, Shut Down Service, Off-Season Service, and Supplemental Service. Contractor shall provide a separate cost proposal as described in Section 6.0, Item 6.7 Cost Proposal, and three (3) references. Refer to Section 6.0 for further clarification regarding the proposal requirements.

**3.0 BACKGROUND**

The City of Stockton is seeking a qualified licensed Pool and Spa Maintenance Contractor to provide commercial pool/fountain maintenance services including but not limited to: all needed chemicals, service of the water filter equipment, chemical injection equipment, Ultraviolet (UV) equipment, operating the computer controller, periodic flushing and cleaning of the fountain basin, and provide repairs to the equipment for the Weber Point Events Center Fountain, 235 N Center St, Stockton, CA. referred hereafter as "fountain".

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**4.0 SCOPE OF WORK**

**4.1. Background Research**

All contractors submitting a proposal are required to attend a mandatory job walkthrough on Thursday, November 13, 2025, at 8:00 a.m. The job walkthrough is necessary to familiarize himself/herself with all aspects of the project and existing site conditions. See **Attachment A, As-Builts for additional details.**

**4.2. Description of Work and Schedule**

The fountain is automated and uses an Ultraviolet Filter, sensors, and probes to maintain healthy sanitation levels and keep the fountain compliant with San Joaquin County Health Code requirements. There is a bromine feeder and 3 sand tanks needing daily checks when the system is operational. The system requires the use of Bromine tablets in the automatic feeder. Chlorine is not allowed to be used with this system; furthermore, no chemicals will be allowed to be stored in the fountain pump/filtration building (utility building). The sand tanks need backwashing after a rise of 8 pounds per square inch. Currently, the clean system runs with a pressure of 12 pounds per square inch.

The contractor shall maintain all records and logs required by these Special Provisions, the Regulations, and the Public Pool Standards. All updated logs shall be provided to the Contract Administrator with each pay application request. The contractor shall provide all labor, materials, chemicals, tools, and supplies including all chemicals and testing materials, equipment, and transportation necessary to provide services described in these special provisions.

**4.3. Hours and Days of Work**

Contractor shall provide a schedule of days and times that maintenance services will be performed at the fountain. Contractor shall provide said schedule within fifteen (15) calendar days of contract award.

Contractor must have the fountain ready a minimum of two (2) hours prior to the day's scheduled opening. The typical operating schedule is from 11:00 a.m. to 6:30 p.m.. Please note that the Weber Point Event Center hosts special events, which may alter the fountain's schedule. Programming the schedule is a different contractor.

The City reserves the authority to direct the Contractor to amend the working hour schedule if conflicts are apparent. If scheduling problems develop, the City and Contractor will review and change the schedule as necessary.

Contractor is responsible for disarming the alarm system upon entering the site and

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rearming it upon departure. Alarm access codes shall be used only by designated personnel approved by the City. Unauthorized sharing, disclosure or misuse of access code is strictly prohibited and may result in contract termination or other penalties.

If the Contractor fails to properly rearm the alarm system and leaves it disarmed or open, it may result to contract termination or the assessment of deficiency penalties, at the sole discretion of the City. For each occurrence in which the system is left disarmed or unsecured, the Contractor will be subject to a penalty of One Hundred Dollars (\$100.00).

**4.4. Fountain Maintenance/Water Quality Services**

For the following services, the contractor shall keep logs of all maintenance operations and chemical usage in accordance with the applicable regulations. Such records shall be subject to approval by the Contractor Administrator or representative. Hardcopy logs and maintenance records shall be kept in the fountain utility building for City inspection. A .pdf copy of these logs shall be emailed to the Contract Administrator with each month's service invoice.

**4.4.1. Water Quality**

Contractor shall maintain water quality and chemistry in accordance with the most current versions of the Regulations and the Public Pool Standards. At no time shall the water quality/chemistry cause a failure of permission to operate the fountain as granted by the regulatory agency.

The fountain is automated and could shut down if sanitation levels are outside normal ranges. Any reading outside the normal range is unacceptable and will constitute an Emergency Call-Out response by the contractor at no charge to the City. The acceptable range of pH (potential of hydrogen) is 7.2 to 8.0 (the City's desired level is 7.5), and the FC (or free bromine) count shall be maintained between 3.0 and 10.0 (the City's desired level is 5.0).

The Contractor shall not change any of the valve positions or change out any equipment without prior direction from the Contract Administrator.

In the event permission to operate is revoked due to poor water quality/chemistry caused by Contractor's actions (or lack of proper maintenance), the Contractor's invoice for the month will be reduced by 1/30 of the Monthly Maintenance Service cost for each day the fountain cannot be opened/operated during that service month. There will be no credit for subsequent partial days of operation following a City or County required fountain closure related to lack of proper maintenance or action by the Contractor.

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**4.4.2. Start Up Service**

Contractor shall have Start Up service complete and have the fountain ready for full operation by May 15<sup>th</sup> each year of the contract. Start Up service shall consist of the following tasks:

Contractor shall schedule to meet with Contract Administrator on or around March 1<sup>st</sup> each year of the contract. At such time, Contractor shall inspect the fountain, filter system, chemical injection system, surge basin, and all fountain mechanical systems. By March 15<sup>th</sup>, Contractor shall submit to Contract Administrator, via email, a .pdf list of all items necessary to get the fountain ready for full operation by May 15<sup>th</sup>.

1. Drain, flush entire basin area, empty surge basin, flush entire basin and re-drain and clean surge basin. Shop vac surge basin to remove all debris (unless directed otherwise by Contract Administrator).
2. Acid wash surfaces if directed by Contract Administrator. Inspect fountain surface and notify Contract Administrator and any areas requiring repair. Contact Contract Administrator upon completion of acid washing.
3. Scrub pavers as directed by Contract Administrator. Upon completion pavers should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
4. Clean and service chemical injection system. This shall include cleaning/flushing all feed and supply lines that deliver chemicals to the water.
5. Clean and service filter system.
6. Do not adjust valves controlling the flow without authorization from Contract Administrator. Fountain flows/valves are currently balanced and must not be tampered with. They do not need adjustment.
7. Adjust and maintain chemical levels in conformance with the Regulations and the Public Pool Standards for anticipated opening.
8. Place filtration and chemical injection systems into automatic operation and check/monitor for proper operation.
9. Check each solenoid and inspect for wear.
10. Electronically test that all coils and valves are ready for automatic operation.
11. Ensure all safety mechanisms are operational and turned on in the automatic position.

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12. Inspect all sprays and exterior fittings, jets, lights, spray caps, static rotational joints, and mechanical hardware, then tighten as necessary.
13. Scrub fountain jet heads and sprays. Upon completion jets and sprays should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
14. Prime the pumps.
15. Pressurize the system and check for leaks.
16. Check display pump inlets for leaks and operate all display pumps remotely to verify proper spray and proper LED light operation. Troubleshoot as necessary.
17. Run system to check for proper operation of complete fountain mechanicals including a check of the sand in the filters and filling the chemical reserves.
18. Clean out skimmer/strainer baskets, test water and adjust chemicals as necessary at least two (2) times a week with at least two (2) days between each service until Daily Maintenance commences.
19. Once each week, brush/scrub pavers to remove dirt and algae. Upon completion, there shall not be any dirt and/or algae and on any surfaces.
20. Clean debris and materials from pavers in fountain area at least two (2) times a week.
21. Clean the french drain surrounding the fountain by removing any surface debris from the drain cover, then remove the cover and clear out any accumulated debris. Once the drain is flowing freely, reinstall the covers.

**4.4.3. Daily Maintenance Service**

Daily Maintenance Service tasks start the Friday immediately prior to Memorial Day each year and shall consist of the following tasks. The anticipated schedule for the fountain to be open to the public is 11:00 a.m. through 6:30 p.m. daily, however, this schedule is subject to change at the discretion of the City:

1. At least two hours prior to the fountain opening each day for public use, the contractor shall start the filter and recirculation system, verify the UV filter is operating properly (verify the bulb is working, flow and temperature sensors are operating) and test water chemistry: Water chemistry shall be tested at least twice a day. Balance chemicals as needed to comply with all government rules and regulations.
2. Empty and clean all skimmer baskets as often as necessary but no less than once each day.

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3. Prime the pumps if necessary.
4. Remove debris from the spray pad area. If there is any algae dirt, brush/scrub pavers. Upon completion, there shall not be any dirt and/or algae on any surfaces. All surfaces should be clean with no evidence of dirt, scum, mineral deposits, or chemical deposits.
5. Operate all display pumps to verify proper spray function and check all LED lights, troubleshoot as necessary.
6. Check pumps, strainers, and filters, clean if necessary.
7. Do not adjust valves controlling the flow without authorization from Contract Administrator. Fountain flows/valves are currently balanced and do not need adjustment.
8. Check and record filter pressure gauge readings and flow meter reading and take corrective measures as indicated.
9. Maintain all fountain filtration equipment in proper working order. This includes regular backwashing and/or draining of the basin and/or cleaning pump strainer/filter as required.
10. Maintain chemical feed/injection system by adding Bromine, then cleaning and adjusting if required.
11. Make sure pump room and chemical storage areas are clean.
12. Check exterior of all mechanical equipment in utility building and the floor and wipe down as necessary to remove all dust and debris. All equipment shall be kept clean, and the interior of the utility building shall be maintained in a clean orderly state, all subject to approval by the Contract Administrator.
13. Verify filtration and chemical injection systems remain in automatic mode and check for proper operation. All fountain and lighting system components shall be kept in proper working order and properly adjusted.
14. Verify cooling fans are operating properly, and thermostat temperature settings remain correct. Fans shall remain set to come on at 90 degrees. System shall remain set to shut down at 120 degrees.
15. Maintain required records in accordance with the Regulations and Public Pool Standards.
16. Email a .pdf of a signed quality control checklist showing the above tasks have been completed to the Contract Administrator every Thursday before 1pm, also keep a binder on site with copies of each day's check list. The check list shall be verified by the Contractor's Project Manager or on-site representative.

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17. Project Manager shall confer with Contract Administrator at least once (1) each week to discuss progress of work.
18. If necessary, set alarms, secure/lock building/s, gates, and fountain site upon leaving.
19. Contractor management personnel (someone other than Contractor's Project Manager) will inspect the fountain at least twice each week during the "Daily Maintenance" season on an unannounced basis. Contractor shall submit .pdf reports of the inspections with their monthly invoice.

**4.4.4. Shut Down Service**

The contractor shall perform the annual "Shut Down Service" within the first full week of October, subject to change at the discretion of the City. The service shall be completed within five (5) working days from the start date.

The fountain shall be considered closed starting October 1<sup>st</sup>

1. Empty and clean all skimmer baskets.
2. Remove debris from spray pad area.
3. Scrub pavers, jets, and sprays. Upon completion, there shall not be any dirt and/or algae scum, mineral deposits, or chemical deposits on any surfaces.
4. Clean pumps, strainers, and filters.
5. Do not adjust valves controlling the flow without authorization from Contract Administrator. Fountain flows/valves are currently balanced and do not need adjustment.
6. Check and record filter pressure gauge readings and flow meter readings.
7. Verify all filtration equipment is in working order. Prepare report of any inoperable equipment and submit to City.
8. Clean and secure utility building.
9. Back-washing and/or cleaning pump strainer/filter as required.
10. Drain system completely.
11. Remove Bromine and other chemicals.
12. Add winterization chemicals, if necessary, to retard algae growth.
13. Upon Completion of Shut Down Service tasks, request walk through inspection with Contract Administrator. Inspection shall be completed prior to October 30<sup>th</sup>; however, this is subject to change at the discretion of the City.

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Upon completion of Shut Down Service, contractor shall service fountain according to "Off-Season Service Tasks" through the last day of October. Contractor shall commence "Off-Season Service" on November 1<sup>st</sup>, however, subject to change at the discretion of the City.

**4.4.5. Off-Season Service**

The fountain will operate on a reduced schedule after Weber Events Center is closed to the public. The fountain hours will typically be 5pm through 9pm daily but are subject to change.

By November 1<sup>st</sup> each year, Contractor shall provide a written report, submitted as a .pdf via email, listing any service/s, repair/s, and/or equipment which may be necessary to render the fountain filter system and any other appurtenant systems reliably operational for the following open season. The contractor shall provide a cost estimate for any necessary repairs or services that are not already a part of the scope of this work. Additionally, the contractor shall schedule a meeting with the Contractor Administrator during the first week of December to review the report and reflect on the recently concluded season. Should City elect to have contractor perform the repairs, a change order will be issued, and the contractor is expected to have all repairs completed prior to April 1 and fountain opening for daily public use the following season.

Contractor shall maintain the fountain water clarity and chemically balanced in accordance with the Regulations and Public Pool Standards.

Contractor shall perform the following tasks as often as necessary, but not less than once every 7 days, to keep the fountain operating at the reduced schedule through the off-season:

1. Empty all filters and skimmers.
2. Backwash filters as often as necessary to maintain at least 70% of normal flow rate.
3. Clean entire fountain area to remove all debris that has accumulated.
4. Brush/scrub pavers to remove dirt and algae. Upon completion, there shall not be any dirt and/or algae on any surfaces.
5. Check function of display pumps, nozzles, and lighting.
6. Do not adjust valves controlling the flow without authorization from Contract Administrator. Fountain flows/valves are currently balanced and do not need adjustment.

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7. Contractor shall check fountain within 24 hours after each rainstorm. Contractor shall remove all debris that has accumulated in the spray pad area, filters and skimmers.
8. Prepare report of tasks performed and chemicals used at each visit.
9. Report any areas needing additional attention or circumstances requiring City's attention. Submit bi-weekly .pdf reports on the condition of the fountain to the Contract Administrator.
10. Check the entire site including all building/s and fences for vandalism. Report any vandalism to Contract Administrator.
11. Secure/lock building/s upon leaving.

**4.4.6. Supplemental Services**

Contractor shall provide bid costs for the following Supplementary Services. Some, none, or all of these services may be needed at any time during the contract period.

**4.4.6.1. Contamination Event**

(Response time as defined in Section 4.4.6.2, Emergency Response)

1. After a fecal, vomit, or blood contamination incident, the Contractor will be notified and will shut down any display pump activity (if not already shut down) and then contact the Contract Administrator. There shall be no display pump activity, and no one shall be allowed in the splash pad area until disinfection procedures have been completed.
2. The Contractor will record the number of occupants in the fountain splash pad area, the type of contaminating material, the time of occurrence, and the time of day the fountain was closed and provide this information to the Contract Administrator.
3. Contractor shall remove contaminating material and discharge the contaminating material directly to the sanitary. The contractor shall clean and disinfect the item used to remove the contaminating material.
4. The Contractor shall record the pH of the water and then ensure that the pH of the water is maintained at 7.5 or lower and adjust the pH if necessary.
5. The Contractor shall ensure that the filtration system is operating while the fountain reaches and maintains the proper free bromine concentration during the disinfection process.
6. The Contractor shall disinfect the fountain water as follows:

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- a. If the contaminating material is a formed fecal stool or vomit, the Contractor shall raise and maintain the free bromine concentration in the fountain to a minimum of 10 parts per million (ppm) for at least 25 minutes.
  - b. If the fecal material is a diarrheal-stool, the Contractor shall raise the free bromine concentration in the fountain to a minimum of 20 ppm, maintain the pH between 7.2 and 7.5 for a least 13 hours to achieve the contact time (CT) value of 15,300. CT value is the concentration of bromine in ppm multiplies by the time in minutes. In this case, a 20-ppm concentration of bromine maintained in the fountain for 12.5 hours or 765 minutes will result in a CT value of 15,300 (765 minutes x 20 ppm). Any combination of bromine concentration and time resulting in a CT value of 15,300 or greater can be used to achieve disinfection. After the CT value has been reached, Contractor shall thoroughly backwash filter to the sanitary and before the fountain is reopened.
  - c. If the contaminating material is blood, the Contractor shall check the free bromine concentration in the fountain at the time of the incident. If it is below the required minimum free bromine concentration, the Contractor shall immediately close the fountain until the required minimum free bromine concentration is achieved.
  - d. The Contractor shall test the free bromine residual to ensure proper free bromine concentration is achieved throughout the fountain water.
  - e. The Contractor shall verify the UV filter is working correctly.
  - f. The Contractor shall replace any affected cartridge filters and shall backwash non-cartridge filters after the disinfection process has been completed and before the fountain is reopened. The Contractor shall ensure the effluent is discharged directly to the sanitary. The Contractor shall not return the backwash through the filter. The Contractor shall replace the filter media if necessary.
  - g. The Contractor shall not activate the display pumps until the disinfection process has been completed, and the free bromine and pH of the fountain water have returned to normal operating ranges in accordance with section 65529 of the Regulations.
  - h. When ready, the Contractor shall notify the Contractor Administrator.
7. The Contractor shall immediately document each fecal, vomit, and blood contamination incident and maintain records as follows:

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- a. The date and time of the incident, the available free bromine, water temperature, pH level, and, if used, cyanuric acid level at the time of the incident.
- b. Whether the fecal stool was formed or diarrhea.
- c. The number of fountain users and the length of time between the occurrence, detection, and resolution of the incident.
- d. Before reopening fountain, record the free bromine and pH levels, the procedures followed in response to the incident (including the process used to increase the bromine levels if necessary), and the contact time.

**4.4.6.2. Emergency Response and Emergency Response Call Out (Contractor to be available 7 days per week)**

Contractor shall provide 1-hour response times for both Emergency Response and Emergency Call Out notifications. The 1-hour response time is from the time the call is placed to the Contractor, to the time the Contractor or Contractor's staff arrives at the site.

An Emergency Response is to be used to secure an immediate problem. If repairs are needed, they are to be accomplished during regular working hours if possible. Emergency Response, if for items not covered in this proposal request (aka specifications), is considered additional service and paid on a time and materials basis according to the rates set forth by the Supplemental Services fees presented in the Contractor's proposal and agreed to by the City.

An Emergency Call Out is used when the Contractor has not performed to the specifications and needs to immediately remedy the situation. An Emergency Call Out is not an additional service, and no extra fees will be paid by the City.

All Supplemental Services must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved Supplemental Services shall be based on Contractor's Proposal prices. If Contractor is requested to perform a maintenance service that is not on the Cost Proposal, the actual cost of labor plus cost of materials plus ten percent (10%) will be allotted for the service/repair. Contractor shall submit a proposal for the service/repair detailing the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work.

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**Storage of Materials**

Contractor may not store chemicals on-site. Contractor shall not store chemicals in the fountain's mechanical room (utility building).

**NOTE: CITY SHALL NOT BE LIABLE FOR SECURITY OF MATERIALS. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PURCHASE, TRANSPORTATION, APPLICATION, AND SECURITY OF FOUNTAIN CHEMICALS AND ASSOCIATED MATERIALS. THEFT OF MATERIALS DOES NOT RELIEVE THE CONTRACTOR FROM MAINTAINING WATER QUALITY/WATER CHEMISTRY REQUIREMENTS.**

**4.5. Public Outreach**

Does not apply.

**4.6. Coordination/Meetings**

The Contract Administrator will be available at all times by text or cell phone. The Contractor shall be responsible for communication with the Contract Administrator via email, text, and/or phone as often as necessary to assure on-schedule completion of maintenance tasks.

**4.7. As-built Drawings**

The City has as-built drawings available and will provide them to the Contractor in .pdf form.

**5.0 PROJECT GENERAL INFORMATION**

**5.1. Proposal Submissions**

Proposals shall be submitted no later than **3:00 p.m. on December 3, 2025**, to:

KATRINA TAVARES  
ATTN: OM-26-003  
CITY OF STOCKTON  
1465 S. LINCOLN ST.  
STOCKTON, CA 95206

Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City.

Five hard copies of the proposal should be firmly sealed in an envelope which will clearly be marked on the outside with **"WEBER POINT EVENTS CENTER**

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**FOUNTAIN MAINTENANCE”** for the City of Stockton (**Project OM-26-003**). The proposal shall also be submitted on a USB flash drive clearly labeled with the proposer’s name. An electronic copy of the cost proposal should **not** be included on the flash drive. The cost proposal must be in a sealed envelope separate from the proposal.

**Late proposals or submittals to the wrong address will not be accepted.**

**5.2. Acceptance or Rejection of Proposal**

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

**5.3. Proposal Questions and Request for Clarification**

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

[katrina.tavares@stocktonca.gov](mailto:katrina.tavares@stocktonca.gov)  
[jeniffer.morfin@stocktonca.gov](mailto:jeniffer.morfin@stocktonca.gov)

Requests for clarification shall be submitted by 3:00 p.m. on Tuesday, November 19, 2025. If a response warrants an addendum to the RFP, such addendum will be posted on Bidflash at least two days prior to proposal due date. It is the proposer’s responsibility to check the City’s Bidflash website for any addendums or responses to questions. Addendums need to be attached to the proposal. The website address is as follows: [www.stocktonca.gov/PWBid](http://www.stocktonca.gov/PWBid).

**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/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/Proponent’s bid submittal and considered non-responsive.
- D. A proponent’s default in any operation of a professional services agreement

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- 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 bid for the same supplies, services or both; provided, however, the subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.
  - G. Failure to comply with the Instructions to Proposers or submit all required documents/forms.

**5.5. Licensing Requirements**

Any professional certifications or licenses that may be required are the sole cost and responsibility of the proposer. A City of Stockton business license is required. Please contact the City of Stockton Business License Customer Service at (209) 937-8313.

**5.6. Insurance Requirements**

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

**5.7. Department of Industrial Relations**

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

**5.8. Product Ownership**

Any documents resulting from the performance of work in the contract will become property of the City. This includes all work performed by subcontractors.

**5.9. Contract Extension**

Upon request from the Contractor, the City may approve extending this contract for up to two one-year extensions. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by June 30 of the year in which contract or any extension expires. Based on the Contractors performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, the maintenance area shall be in conformance with the project specifications. If the maintenance area is not in conformance by the end of the contract term, the City may deduct the cost to bring the area into conformance from the contractor's final billing

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invoice.

For any contract extension the annual contract price increase will be based on the increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index (CPI) or preceding calendar year when the extension is requested. For example, any contract extension for 2029 will be increase by the percent increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index for 2027. Any contract extension for 2030 will be increased by the percent increase in the San Francisco-Oakland-Hayward All Urban Consumer Price Index for 2028.

**6.0 REQUIRED PROPOSAL CONTENT**

The proposal shall contain the following, at a minimum:

- Cover Letter
- Table of Contents
- Executive Summary
- Project Team
- Project Understanding
- Examples of experience with similar types of work
- References
- Schedule
- Cost Proposal (Separate Sealed Envelope)

**6.1. Cover Letter**

The letter shall be signed by an official with authority to negotiate and contractually bind with the City of Stockton. Provide name, title, address, email, and telephone number for this officer. Describe any subcontract arrangements or licensing agreements. Include and potential conflict interest.

**6.2. Table of Contents**

The proposal should include a table of contents

**6.3. Executive Summary**

The executive Summary shall include a summary of the proposal emphasizing the approach to be taken and including a schedule and description of the capabilities of the Consultant and subconsultants. The summary should convey an understanding of the purpose of the project and the services required for performance.

**6.4. Project Team**

Describe your team organization including the qualifications of the prime consultant and any subconsultants. Provide an organizational chart of the proposed team structure.

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The following should be addressed:

- Demonstrate the firm's experience in each of the areas of expertise needed to successfully complete the project. This should include a description of prior experience in working with public agencies, including working with City staff.
- Ability to provide quality control of all deliverables and be responsive to all issues in a timely manner.
- Provide project team resumes.

**6.5. Project Understanding**

Describe your understanding and approach to meeting the project goals and objectives for the Weber Point Events Center Fountain Maintenance Services, Project No. OM-26-003.

**6.6. Examples of Experience with Similar Types of Work**

Provide examples of projects similar in scope and size to this project with details. This experience must show that the Consultant is experienced with the scope of work for this project.

**6.7. References**

Provide a minimum of three client references for the firm, two of which are familiar with the project manager and key personnel. This shall include the client's name, company, contact information, and description of related work that was provided to the client.

**6.8. Schedule**

Provide the estimated times and days of the week for each of the services, Start Up Service, Daily Maintenance Service, Shut Down Service, Off Season Service, and call outs for Supplemental Services. The selected contractor is expected to respond within 1 hour to the fountain for call outs.

**6.9. Cost Proposal**

Proposer shall submit a cost proposal as part of their overall proposal. Identify monthly costs for each month which total an annual amount for January to December, this should include total fee for all costs to complete all the tasks based on the type of service done. Start Up Service (month of May), Daily Maintenance Service (months of June, July, and August, September), Shut Down Service (month of October), Off Season Service (months of November, December, January, February, March, and April), and Supplemental Services (per event). See **Attachment C, Monthly and Supplemental Cost Sheet**.

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**7.0 PROPOSAL EVALUATION**

The City of Stockton will follow the consultant selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interest of the City. Dates are tentative.

<b><u>Event</u></b>	<b><u>Date</u></b>
Post Request for Proposals	October 30, 2025
Job Walk	November 13, 2025, at 8:00 a.m.
Written Questions submitted by	November 19, 2025, by 3:00 p.m.
Response to Written Questions	November 26, 2025
Proposals due	December 3, 2025, at 3:00 p.m.

**7.1. Proposal Evaluation**

This Request for Proposal is not an offer by the City to contract but is an invitation to interested parties to submit a proposal which the City may accept or reject at its sole discretion. The City may invite the Consultants for an interview upon evaluation of all proposals received. The City may ask for additional information regarding the referenced project designs. The selection committee will evaluate all proposals. This is a qualification-based selection, so ranking will be in accordance with the attached **Attachment D, Evaluation Scoring Sheet**. Evaluation of the proposal will be performed by a Selection Committee consisting of Public Works staff and/or other City department staff who will address the qualifications, experience, strength of the Consultant and ability to perform the work. Please allow at least fifteen working days for City to review and rank the proposals.

**7.2. Negotiations**

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period, 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-ranking firm. The compensation discussed with one prospective Consultant will not be disclosed or discussed with another Consultant.

The selected consultant will be expected to enter a Professional Services 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.

A 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.

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**ATTACHMENTS:**

**Attachment A – As-Builts**

**Attachment B – Instructions to Proposers**

**Attachment C – Monthly and Supplemental Cost Sheet**

**Attachment D – Evaluation Scoring Sheet**

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**MONTHLY AND SUPPLEMENTAL COST SHEET**

The monthly and annual compensation for years subsequent to the initial year of the contract term shall be the same as the initial year for the first three years of this contract. Per Section 5.9 Contract Extensions, further contract extensions shall be based on the Bay Area Consumer Price Index. Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with these specifications at the following prices:

Cost Item	Month - Cost Item Description	Quantity	Unit	Extended Cost	
<b>Weber Point Events Center Fountain Maintenance</b>					
1.1	January - Off Season Service	1	EA	\$4303.00	
1.2	February - Off Season Service	1	EA	\$4303.00	
1.3	March - Off Season Service	1	EA	\$4303.00	
1.4	April - Off Season Service	1	EA	\$4303.00	
1.5	May - Off Season and Start Up Service	1	EA	\$9160.00	
1.6	June - Daily Service	1	EA	\$8036.00	
1.7	July - Daily Service	1	EA	\$8036.00	
1.8	August - Daily Service	1	EA	\$8036.00	
1.9	September - Daily Service	1	EA	\$8036.00	
1.10	October - Daily Service and Shut Down Service	1	EA	\$6760.00	
1.11	November - Off Season Service	1	EA	\$4425.00	
1.12	December - Off Season Service	1	EA	\$4425.00	
SUB TOTAL Items 1.1 through 1.12				\$74,126.00	
Cost Item	Supplemental Services On-Call	Quantity	Unit	Unit Cost	Extended Cost
1.13	Contamination Service; Formed Fecal Stool or Vornit	3	Per Occurrence	\$165.00	\$495.00
1.14	Contamination Service; Diarrhea/Stool	3	Per Occurrence	\$165.00	\$495.00
1.15	Contamination Service; Blood	3	Per Occurrence	\$250.00	\$750.00
1.16	Emergency Response	10	Per Hour	\$250.00	\$2,500.00
1.17	Non-Emergency Response and Vandalism Mitigation	10	Per Hour	\$225.00	\$2,250.00
SUB TOTAL Items 1.13 through 1.17				\$6490.00	
TOTAL for January 1, 2026 through December 31, 2026 Items 1.1 through 1.17				\$80,616.00	

PROPOSER'S NAME: MARK HICKEY  
 PROPSER'S SIGNATURE: *Mark Hickey*  
 DATE: NOVEMBER 30, 2025

**Exhibit C:**  
**Insurance Requirements**

(Fountain Maintenance & Chemical Water Treatment Services WPEC)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$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 Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit 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 Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Environmental Impairment/Pollution Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.

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**

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution 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** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **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, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, 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 above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the 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 the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended 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 shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

### ***Umbrella or Excess Policy***

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 if admitted in the State of California.

***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.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, 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, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

**The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format 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**.

***Special Risks or Circumstances***

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

**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
425 N El Dorado Street  
Stockton, CA 95202

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

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

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

**I. PURPOSE**

The purpose of this policy is to reaffirm the City’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care “Market Place” or “Exchange.”
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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

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

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CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

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

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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otherwise adversely affecting an employee's or non-employee's employment opportunities.

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

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

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

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

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

**CITY OF STOCKTON, CALIFORNIA  
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ATTACHMENT B  
EXHIBIT D

<b>Subject:</b>	Directive No. <b>HR-15</b>	Page No. <b>6 of 14</b>
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- i. Retaliation for making harassment reports or threatening to report harassment.
- D. Affordable Care Act (ACA) Anti-Retaliation  
Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:
1. Receives a health insurance tax credit or subsidy through the Health Care “Marketplace” or “Exchange”, by which can trigger a penalty payable by the employer;
  2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
  3. Testifies in a proceeding concerning such violation;
  4. Assists or participates in a proceeding concerning a violation; or
  5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

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

**IV. REPORTING AND COMPLAINT PROCEDURES**

A. Immediate Action Required

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

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

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

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

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

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

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

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

**V. INVESTIGATION PROCEDURES**

A. Determination of Responsibility for Investigation

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

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

**B. Investigative Guidelines**

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

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

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supervisors, about the harassment.

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

**VI. RESPONDING TO THE COMPLAINT**

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

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

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

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

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

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

**VII. DISCIPLINE**

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

**VIII. ALTERNATIVE REMEDIES**

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

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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:

  
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 KURT O. WILSON  
 CITY MANAGER

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