

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Condor Earth Technologies, Inc. ("Contractor") to provide FOG Inspection Services as set forth in Exhibit A to this Agreement.
2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: August 1, 2026 Terminates on: July 31, 2031
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$1,851,165.00
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
 - (a) Exhibit A – Statement of Work
 - (b) Exhibit B – Insurance
 - (c) Exhibit C – General Terms and Conditions
 - (d) Exhibit D – Goods and Services Special Terms & Conditions
 - (e) Exhibit E – Compensation Schedule
 - (f) Exhibit F – Timeline
 - (g) Exhibit G – Discrimination and Harassment Policy (HR-15)
 - (h) Exhibit H – Bid Documents

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Condor Earth Technologies, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Robert J. Hob
Authorized Signature

6/2/2026
Date

Robert J. Hob, President
Printed Name and Title of Person Signing

188 Frank West Circle, Suite I, Stockton, CA 95206
Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Marci A. Arredondo, City Attorney

BY:

EXHIBIT A STATEMENT OF WORK

1 Project Objectives.

The City of Stockton (City) has developed a comprehensive program to address sanitary sewer overflows associated with fats, oils, and grease (FOG). The program consists of inspections, enforcement procedures, public education and public outreach to all Food Service Establishments (FSEs) in the City's regional sewer service area.

2 Project Tasks

Task 1 Routine Inspections

All FSEs are inspected on a regular basis to determine compliance with FOG Ordinance regulations and to provide public education and outreach. The number and frequency of inspections required under this scope of services is to be determined.

Inspection procedures include:

- Determination of compliance with FOG Ordinance requirements.
- Determination of grease interceptor condition, operation and maintenance.
- Measurement of grease interceptor grease and solids content.
- Evaluation of Kitchen Best Management Practices (BMPs).
- Review of all FOG control-related records and documents.
- Distribution and discussion of educational and outreach materials.
- Review and evaluation of any prior FOG control deficiencies.
- Follow-up inspections at all FSEs with deficiencies are conducted within 30 days of the original inspection.
- Second follow-up inspections if the deficiency was not remedied by the time of the first re-inspection are performed within 15 days of the initial re-inspection. Continuing re-inspections are performed as necessary.
- All new or substantially remodeled FSEs are typically inspected within 90 days of start-up or remodel completion.

Task 2 Enforcement

The City has implemented a FOG Enforcement Response Plan (ERP) to establish general responsibilities for enforcement of the FOG Ordinance. The ERP is an effective way to ensure that the City of Stockton takes fair, consistent, and equitable enforcement actions against FSEs for violations of the FOG Ordinance.

Enforcement procedures include:

- Determination of compliance with FOG Ordinance requirements.

- Issuing enforcement notice at time of inspection.
- Follow-up inspections to determine compliance status.

Task 3 FOG Software Implementation

The City has contracted with SwiftComply to provide FOG Inspection and Enforcement tracking software. The Contractor will be utilized to assist the City in bringing the software online and implementing its use in the field. This task is assumed to be completed within the first year of the contract.

3 Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Condor Earth Technologies, Inc. Attn: Micheline Doyle Kipf 188 Frank West Circle Suite I Stockton, CA 95206	City: City of Stockton Attn: City Manager 425 N. El Dorado Street Stockton, CA 95202
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4 Option to Renew.

The total term of the Agreement shall not exceed five years.

EXHIBIT B:
INSURANCE REQUIREMENTS

(Fats Oils Grease FOG Inspection Services)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 Consultant's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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 Consultant, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

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 Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents 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 Consultant'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.

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 1 **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

- 2 **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

- 3 **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
 - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable make payment on approved invoice.

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

- 4 **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

- 5 **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall

replace them at its own expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- 6 **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.
- 7 **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
- 8 **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
- 9 **Contractor's Status.**
- 9.1 In performing the obligations set forth in this Agreement, 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 or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the

responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3 If in the performance of this Agreement 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 requirements of law shall be determined by the Contractor.
- 9.4 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 assigned personnel under the terms and conditions of this Agreement.

10 **Subcontractor.**

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement 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.
- 10.3 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 the Subcontractors' personnel.

11 **Termination.**

- 11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or

materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

- 11.3 **Funding- Non-Appropriation.** It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.
- 12 **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement 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 **Indemnity and Hold Harmless.**
- 13.1 To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City of Stockton and its officers, officials, employees, and volunteers from and against any and all third-party claims, liabilities, damages, losses, and costs, including reasonable attorneys' fees and costs of defense, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be legally liable. In no event shall Contractor be responsible for indemnifying the City for the City's own negligence or willful misconduct. This defense obligation is supported by Contractor's Commercial General Liability policy and its contractual liability coverage, but shall not be limited by the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement
- 13.2 For claims arising out of Contractor's professional services under this Agreement (claims not covered by Contractor's Commercial General Liability policy), Contractor shall indemnify and hold harmless, but shall have no obligation to defend, the City of Stockton and its officers, officials, employees, and volunteers from and against third-party claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of Contractor or anyone

for whom Contractor is legally responsible. In no event shall Contractor be responsible for indemnifying the City for the City's own negligence or willful misconduct. If Contractor is found liable for a professional liability claim, Contractor shall reimburse the City for its reasonable defense costs proportionate to Contractor's percentage of fault, consistent with California Civil Code § 2782.8.

- 14 **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.
- 15 **Notices.** All notices required herein shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.
- 16 **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17 **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.
- 18 **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19 **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- 20 **Conflicts of Interest.** Contractor covenants that other than this Agreement, 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 investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21 **Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
- 22 **Governing Law.** California law shall govern any legal action pursuant to this Agreement 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.
- 23 **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24 **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25 **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving

services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

- 26 **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27 **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.
- 28 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
- 29 **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- 30 **Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled

to collect from the other party all costs incurred, including reasonable attorneys' fees.

31 **Heading Not Controlling. Headings** used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

32 **Entire Agreement. Integration. and Modification.**

32.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

32.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

33 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

34 **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D
GOODS AND SERVICES TERMS AND CONDITIONS

- 1 **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:
 - 1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
 - 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible part of the development process, and often are specified functions or characteristics of the project.
- 2 **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
 - 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
 - 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.
- 3 **Time for Performance.**
 - 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
 - 3.2 Timeliness of Performance
 - i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F.

- ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4 **Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractors shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall ensure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5 Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6 Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement as specified in Exhibit A and Exhibit E.

7 Findings Confidential

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

8 Right of Inspection

All Deliverables furnished by the Contractor must be as specified in Exhibit A and will be subject to inspection and approval of the City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, the Deliverable will be held for disposition at the expense and risk of Contractor.

Payment for Deliverables prior to inspection shall not constitute acceptance of the Deliverables.

9 Warranty

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of the Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10 Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, the Deliverable delivered by the Contractor shall become the exclusive property of the City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to the City or shall dispose of this property only according to the City's instructions.

11 Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform to 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.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by

the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

12 Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13 Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14 Deliveries

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery including, but not limited to, the additional costs resultant from City procuring substitute Deliverables elsewhere.

15 Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT E COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1 Project Price.

1.1 The maximum the Contractor shall be paid on this Agreement is \$1,851,165.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 Annual cost adjustments may be made, as necessary, to increase or decrease the unit cost. The annual increase shall not exceed three percent (3%) for each succeeding year. Any increase requested must be submitted at least sixty (60) days before requested implementation date.

1.5 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

2 **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Number of Inspections/ Hours	Units	Rate	Task Price
1	Inspection with Grease Interceptor	575	EA	\$317.00	\$182,275.00
	Inspection without Grease Interceptor	400	EA	\$157.00	\$62,800.00
2	Follow-up Inspection with Grease Interceptor	350	EA	\$162.00	\$56,700.00
	Follow-up Inspection without Grease Interceptor	250	EA	\$122.00	\$30,500.00
	Check in meetings	50	Hours	\$180.00	\$9,000.00
3	FOG Software Implementation	250	Hours	\$156.00	\$39,000.00
TOTAL PRICE					\$380,275.00

3 **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the address below:

City of Stockton Municipal Utilities Department
 Attention: Program Manager III - Wastewater
 2500 Navy Drive
 Stockton, CA 95206

Email: MUDFinance@stocktonca.gov;
Kathryn.garcia@stocktonca.gov

EXHIBIT F
TIMELINE

INTENTIONALLY LEFT BLANK

EXHIBIT G – DISCRIMINATION AND HARASSMENT POLICY (HR-15)**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 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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PER-016 (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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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.

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

D. Affordable Care Act (ACA) Anti-Retaliation

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

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

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

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

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
 - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
 - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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

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

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

B. Investigative Guidelines

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

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

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supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

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

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

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

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

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

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

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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

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

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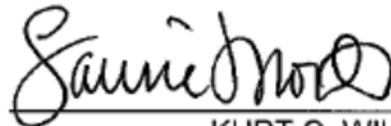
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

IX. COMMUNICATION OF POLICY

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

APPROVED:



**KURT O. WILSON
CITY MANAGER**

CONDOR



Proposal to Provide:

PUR 26-025 FATS, OILS, AND GREASE PROGRAM INSPECTION SERVICES

Prepared for

City of Stockton, Municipal Utilities

RFP Submittal to

city.clerk@stocktonca.gov or

Office of the City Clerk, City Hall

425 North El Dorado Street, Stockton, California 95202

April 23, 2026

www.CondorEarth.com

**PROPOSAL TO PROVIDE PUR 26-025 FATS, OILS, AND GREASE (FOG) PROGRAM
INSPECTIONS FOR THE CITY OF STOCKTON
APRIL 23, 2026**

Condor Earth Technologies, Inc., (Condor) has reviewed the requirements of the scope of work and is pleased to present this proposal in response to PUR 26-025 Fats, Oils, and Grease (FOG) Program inspection services for the City of Stockton (City) Municipal Utilities Department (MUD) Environmental Control Division.

EXECUTIVE SUMMARY

Condor has served northern and central California for over 40 years, providing regulatory compliance, environmental and technical support services for a wide range of clients including municipalities (city and county), wastewater facilities, special districts, industrial facilities, and school districts. Condor is a certified Small Business with the State of California, a member of the U.S. Green Building Council, and an Employee-Owned Company through Condor's Employee Owner ESOP program. Condor's team of professionals and field services staff operate out of three (3) offices located in Stockton, Gold River, and Sonora with a satellite office in Paso Robles. Condor's Stockton office located at 188 Frank West Circle, Suite I, will serve as the home office for field personnel conducting inspection services for the City's FOG Program.

Condor has served the City directly as a contracted consultant and as a subconsultant for over 25 years; Condor's first environmental project for the City was for the environmental mitigation management of the City's Gateway Project. Condor currently supports the three (3) utility enterprises operated by MUD: Water, Wastewater, and Stormwater. Since 2003, Condor has provided compliance groundwater monitoring and technical support to the City's Regional Wastewater Control Facility (RWCF) including implementation of the City's Sanitary Sewer Management Plan (SSMP), Sanitary Sewer Overflow (SSO) and SB-14 regulatory programs, and ongoing Monitoring Reporting Program (MRP) discharge permit support. In October 2025, Condor began conducting FOG inspections of Food Service Establishments (FSEs) in support of the MUD's Environmental Control Division's FOG Control Program.

Condor has provided monitoring, technical reporting, and industrial, commercial, and construction site stormwater inspection support (since 2005) for the City's Stormwater Enterprise in compliance with the City's National Pollutant Discharge Elimination System (NPDES) Phase I Permit. Condor currently provides field and logistics support for the City's Professional Street Sweeping Study and Assessment Program.

KEY PERSONNEL (Resumes Attached)

PUR 26-025 indicates that a two (2) to four (4) week training period with assigned personnel will be available, if needed, to ensure the City's procedures and requirements are met. All Condor inspectors listed below have previously received comprehensive field training by City FOG Inspectors (Environmental Control Officers) and have conducted inspections, enforcement procedures, public education, and public outreach to FSEs regulated under the City's FOG Program since October 2025.

Condor does not anticipate additional FOG procedural training by City personnel will be necessary. Condor's trained field inspectors are prepared and have the appropriate equipment to effectively conduct all FSE FOG inspections if selected for this contract.

Micheline Doyle Kipf, Project Director/Point of Contact (PG/QISP/QSD/QSP)

188 Frank West Circle, Suite I, Stockton, California, 95206

Mobile: 209.601.2049

Email: mkipf@condorearth.com

Ms. Kipf is a Principal Geologist and will serve as Condor's point of contact for the City's FOG Inspection Program and will provide project management and senior oversight for all aspects of the project. Ms. Kipf has supported the City's MUD Wastewater and Stormwater Enterprises since 2003 as project manager and technical lead. She currently fulfills the role of project management and senior oversight for the City's FOG inspection services under contract with Robertson-Bryan, Inc. (RBI).

Robert Job, President/Chief Executive Officer (CEO) (PE/CPEA/CPSA/QSD/QSP)

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209.601.0466
Email: rjob@condorearth.com

Mr. Job is Condor's President and CEO with over 38 years of managerial and technical experience and is responsible for corporate services, resource planning and allocation. Mr. Job is an officer of Condor authorized to bind the company to all commitments made in this proposal.

Melissa Faias, Process Safety Management Specialist / Lead FOG Inspector

Ms. Faias will serve as the field lead for the FOG Inspection Program. She has overseen and conducted inspections of FSE to evaluate compliance with FOG Control Program regulations and Best Management Practices (BMPs). Ms. Faias has played a key role in staff training and communicating with FSE representatives and City personnel. She currently serves as Condor's lead field inspector for the City's FOG Inspection Program.

Other Condor Field Inspectors that may be assigned to support this project include:

Amreen Murji, Staff Geologist / FOG Inspector

Evan Fonda, Environmental Technician / FOG Inspector

Luke Castle, Associate Geologist (PG) / FOG Inspector

Ms. Murji, Mr. Fonda, and Mr. Castle have conducted FOG inspections for both grease interceptor (GI) and non-GI FSE consisting of records review, GI measurements (as applicable), evaluation of Kitchen BMPs, public education and outreach, and enforcement procedures (as appropriate). All Condor field inspectors are responsible for responding to questions from FSEs regarding their inspection and documenting corrective actions for violations.

QUALIFICATIONS AND EXPERIENCE

Condor provides a diverse range of environmental and earth science services to support clients in both the private and public sectors. Condor's 40 years of regulatory compliance experience includes Environmental and Industrial Programs, Environmental Sciences, and Chemical Risk Management.

Condor has provided municipal and private facility and site inspection services for a range of regulatory driven compliance programs including NPDES permits and municipal ordinances. Condor has extensive experience conducting stormwater site inspections required for compliance with the Industrial General Permit; construction site stormwater BMP inspections required under the Construction General Permit; industrial, commercial, and construction site stormwater inspections required by Municipal NPDES Permits; and On-Land Visual Trash Assessments (OVTAs) in compliance with the Statewide Trash Provisions. Condor's expertise in conducting facility inspections includes environmental assessments and industrial compliance evaluations.

Condor has worked effectively for the MUD Water, Wastewater, and Stormwater Enterprises and the City's Public Works and Revitalization Departments for over 25 years. Since 2003, Condor has provided continuous compliance groundwater monitoring and technical support to the City's RWCF discharge permits. Since 2005, Condor provided water quality monitoring, technical reporting, and field inspection support for the City's Stormwater Enterprise.

In October 2025, Condor began conducting FSE FOG inspection services in compliance with the City's Fog Control Program regulations and FOG Enforcement Response Plan (ERP). Condor's trained FOG inspectors conduct onsite FSE inspections, records reviews, GI measurements (as applicable), evaluation of Kitchen BMPs, public education and outreach, and enforcement procedures (as appropriate). FOG inspection reports and enforcement notices are issued to the FSE upon completion of the inspection; remaining copies are provided to the City weekly. Condor's inspectors provide the FSE their contact information in the event of questions and to communicate corrective actions. Communication between FOG inspectors, project managers, and the City is paramount to successful implementation of the program.

Condor's office located at 188 Frank West Circle, Suite I, within the City of Stockton, will continue to serve as the home office for field personnel conducting inspection services for the City's FOG Program. Condor personnel have the training and the appropriate equipment to effectively conduct all FSE FOG inspections. Condor will utilize remote platforms to the extent practicable to control meeting costs.

ADDENDUM ACKNOWLEDGEMENT

Condor has reviewed the Addendum and Statement Clarifications page available on www.stocktonca.gov/mudbid and acknowledges there are no clarifications/questions/answers to the solicitation document PUR 26-025.

CLOSING

Condor's proposal to provide FOG Inspection Program services, including all contents and price proposal, are valid for a period of 120 days from the submittal date of PUR 26-025 (April 23, 2026).

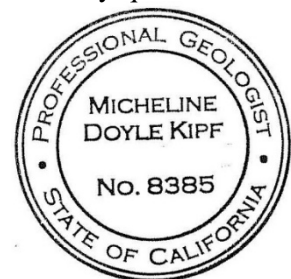
Condor has reviewed the standard agreement and takes no exceptions. Condor's insurance meets the requirements of listed in Exhibit 1 of the PUR 26-025.

Condor has the technical expertise, experience, licenses and resources to provide the City with the inspection services as described in PUR 26-025 and we look forward to the opportunity to continue work supporting the City's FOG Control Program.


We trust that this proposal contains the information you need at this time. If you have any questions or would like additional information, please contact us at 209.601.2049.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.



Date: April 23, 2026


Robert Job, PE C51592
President/CEO



April 23, 2026



Micheline Doyle Kipf, PG 8385 / QISP 00152
Project Director

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SCOPE OF SERVICES

KEY PERSONNEL RESUMES

Micheline Doyle Kipf – Project Director / Principal Geologist

Robert Job – President / Chief Executive Officer

Melissa Faias – Process Safety Management Specialist / Lead FOG Inspector

Amreen Murji – Staff Geologist / FOG Inspector

Evan Fonda – Environmental Technician / FOG Inspector

Luke Castle – Associate Geologist / FOG Inspector

REQUIRED PROPOSAL DOCUMENTS

1. Attachment A – Proponent Contact Information
2. Attachment B – Proponent Covenant
3. Attachment C – Non-Collusion Affidavit
4. Attachment D – Agency Reference Form
5. Attachment E – Certification of Financial Condition
6. Attachment F – Price Proposal (submitted under separate cover)
7. Attachment G – Subcontractor List
8. Attachment H – Exceptions
9. Attachment I – Certificate of Nondiscrimination
10. Attachment J – Conflict of Interest Disclosure – AB334

**PROPOSAL TO PROVIDE PUR 26-025 FATS, OILS, AND GREASE (FOG) PROGRAM
INSPECTIONS FOR THE CITY OF STOCKTON**

FULL RESPONSE to SCOPE OF SERVICES

Condor Earth Technologies, Inc., (Condor) has reviewed and understands the requirements of the scope of services presented in PUR 26-025 Fats, Oils, and Grease (FOG) Program inspection services for the City of Stockton (City) Municipal Utilities Department (MUD) Environmental Control Division.

1. PROJECT OBJECTIVES

Condor will conduct FOG inspections for all Food Service Establishments (FSEs) in the City's regional sewer service area in compliance with the City's FOG Control Program and FOG Enforcement Response Plan (ERP) requirements. The City estimates approximately 900-950 FSEs will require FOG inspections which consist of records reviews, grease interceptor (GI) measurements (as applicable), evaluation of Kitchen Best Management Practices (BMPs), public education and outreach, and enforcement procedures (as appropriate). FOG inspection reports and enforcement notices will be issued to the FSE upon completion of the inspection; remaining copies are provided to the City weekly. The City's expectation is that all active FSEs will be fully inspected annually. If the City's SwiftComply FOG Inspection and Enforcement tracking software system goes live during the contract, Condor will assist the City in bringing the software online for full implementation in the field.

2. PROJECT SCOPE

The City is located in San Joaquin County approximately 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles, and 40 miles south of Sacramento. The City's MUD manages, operates, and maintains three (3) utility enterprises: Water, Wastewater, and Stormwater. The Wastewater Enterprise generally includes the regional wastewater collection system and the treatment and disposal facilities located at the Stockton Regional Wastewater Control Facility (RWCF). The Environmental Control Division is part of MUD and is responsible for ensuring FSEs comply with regulations related to the City's FOG program. The City has developed a comprehensive program to address sanitary sewer overflows associated with FOG which consists of inspections, enforcement procedures, public education and public outreach to all FSEs in the City's regional sewer service area. The FOG Control Program is currently operated by the Pretreatment Section of the Municipal Utilities Department and is the subject of PUR 26-025.

The City will provide Condor an electronic spreadsheet of all FSEs that includes facility name, location, and (last known) contact person and hardcopy inspection forms, brochures, and outreach materials for distribution. The City will provide badges so that Condor inspectors are identified as authorized FOG inspectors for the City. The City will provide detailed hardcopy information files on a weekly basis for the FSEs planned for inspection; Condor will return and exchange completed files to the City the following week. Condor will complete FOG Control Program inspection reports and, if necessary, Enforcement Notices, at the time of the inspection. Copies of reports and notices will be issued to the FSE upon completion of the inspection and remaining copies will be provided to the City.

Condor's office located at 188 Frank West Circle, Suite I, within the City of Stockton, will serve as the home office for field personnel conducting inspection services for the City's FOG Program. Condor's FOG Inspection Team includes a Project Director who will act as the point of contact for this program, a Corporate officer authorized to bind the company to all commitments made in this proposal, and four (4) field inspectors experienced with conducting the City's FOG Control Program and ERP.

PUR 26-025 indicates that a two (2) to four (4) week training period with assigned personnel will be available, if needed, to ensure the City's procedures and requirements are met. All Condor inspectors listed

in Section 10, below, have previously received comprehensive field training by City FOG Inspectors (Environmental Control Officers) and have conducted inspections, enforcement procedures, public education, and public outreach to FSEs regulated under the City's FOG Control Program since October 2025.

Condor does not anticipate additional FOG procedural training by City personnel will be necessary. Condor's trained field inspectors are prepared and have the appropriate equipment to effectively conduct all FSE FOG inspections if selected for this contract.

Condor will provide the appropriate equipment to effectively conduct all FSE FOG inspections including vehicles and associated tools including, but not limited to, manhole cover removers, Dipstick Pro Core Samplers, *non-sparking* sledgehammer, traffic safety cones, gloves, and personal protective equipment (PPE). Upon implementation of the SwiftComply software, Condor will provide a mobile printer to print completed inspection forms and enforcement notices in the field.

3. SPECIFICATIONS

Based on the City's records, there are approximately 900-950 FSEs within the jurisdiction of the FOG Control Program approximately 50-60% of which have GIs. It is anticipated that 40-50% of FSEs will require enforcement actions with approximately 30-40% of those FSEs requiring a secondary follow-up inspection. The City's expectation is that all active FSEs will be fully inspected (initial and any follow-up inspections) once each year.

Food Service Establishment (FSE) Inspection Procedures include:

- Determination of compliance with FOG Ordinance requirements.
- Determination of GI condition, operation, and maintenance.
- Measurement of GI grease and solids content.
- Evaluation of Kitchen BMPs.
- Review of all FOG control-related records and documents including whether the FSE is retaining FOG control-related records/documents for the minimum required three (3) year period.
- Distribution and discussion of educational and outreach materials (as provided by the City).
- Review and evaluation of any prior FOG control deficiencies.
- Follow-up inspections at all FSEs with deficiencies are conducted within 30 days of the original inspection.
- Second follow-up inspections if the deficiency was not remedied by the time of the first re-inspection are performed within 15 days of the initial re-inspection. Continuing re-inspections are performed, as necessary.
- All new or substantially remodeled FSEs are typically inspected within 90 days of start-up or remodel completion.

The City's FOG ERP includes the following general enforcement procedures:

- Determination of compliance with FOG Ordinance requirements.
- Issuing an enforcement notice at the time of inspection.
- Follow-up inspections to determine compliance status.

The City's expectations are:

- Condor will pick up files from the City, conduct inspections, and return files with completed inspection forms to City. If follow-up inspections are needed (generally 2-4 weeks), coordinate with City staff to retain or obtain files.
- Inspections will be conducted without prior scheduling with the FSE.
- Equipment and associated samplers to be kept clean between inspections.

- Inspections will occur Monday through Friday, except Federal holidays, during normal business hours. Route planning should account for expected hours of operation for the FSEs.
- The City's expectation is for all active FSEs to be fully inspected (initial and any follow-up inspections) once each year.
- FSEs that are not open at the time of inspection will be visited a second time, taking into account the operating hours of the facility. If the facility remains closed, the City will be notified and will determine follow-up actions.
- The inspector will notify the City immediately if FSEs deny access or pose a safety concern for the inspector.
- FSEs that are no longer in business will not be visited. However, evidence of the status will be provided to the City. If a safety concern for the inspector is apparent, the inspector shall notify the City immediately.

4. MAJOR DELIVERABLES

The City's expectation is for all active FSEs to be fully inspected (initial and any follow-up inspections) once each year. The City will provide detailed hardcopy information files on a weekly basis for the FSEs planned for inspection; Condor will return and exchange completed inspection files to the City the following week. If follow-up inspections are needed (generally 2-4 weeks), Condor will coordinate with City staff to retain or obtain files.

Condor will conduct follow-up inspections at all FSEs with deficiencies within 30 days of the original inspection. If the deficiency was not remedied by the time of the first re-inspection, a second follow-up inspection will be conducted within 15 days of the initial re-inspection. Continuing re-inspections are performed, as necessary. All new or substantially remodeled FSEs are typically inspected within 90 days of start-up or remodel completion.

5. TASKS THAT SUPPORT THE DELIVERABLES

The City will provide Condor an electronic spreadsheet of all FSEs that includes facility name, location, and (last known) contact person. The City will provide detailed hardcopy information files on a weekly basis for the FSEs planned for inspection; the Condor inspector will return the previous weeks completed files and pick up a new set of FSE folders for the current week at the City's RWCF Administrative Office at 2500 Navy Drive. Condor anticipates FSE folder exchanges will occur Monday mornings at start of business.

Condor will conduct FOG inspections for all FSEs in the City's regional sewer service area to evaluate compliance with FOG Control Program regulations. FSE inspections will be conducted Monday through Friday, except Federal holidays, during normal¹ business hours. Route planning will account for expected FSE hours of operation and inspections will be conducted without prior notification/scheduling with the FSE. FSEs that are not open at the time of inspection will be visited a second time, taking into account normal operating hours of the facility. If the facility remains closed, the City will be notified and will determine follow-up actions. Condor will communicate with the City regarding scheduling inspections for FSEs whose hours of operation are outside normal business hours. FSEs that are no longer in business will not be visited; however, Condor will provide evidence of the status to the City. If a safety concern for the inspector or the inspector's equipment is apparent, the inspector will exit the area immediately. Once in a safe location, the inspector shall immediately notify the Condor Project Director and/or Lead Field Inspector and the City and document the safety concern.

¹ Out of consideration for the FSEs, Condor will avoid conducting FOG inspections between 12:00 and 13:00 (during the lunch rush).

Condor anticipates fully inspecting all active FSEs (initial and any follow-up inspections) once each year. Upon arrival at the FSE, the inspector will introduce themselves to the facility's senior onsite representative and explain the reason for the inspection and confirm the facility representative contact information. If necessary, Condor will utilize free Smart Phone Translation Apps to effectively communicate with the facility representative; City will provide support if additional translation services are required. FOG inspections will consist of records review (including pumping manifests, Operations and Maintenance (O&M) Logs, and Kitchen BMP Training Logs), GI measurements (if applicable), and evaluation of Kitchen BMPs. Condor will complete the FOG Control Program inspection reports and, if applicable, Enforcement Notice at the time of the inspection. Copies of reports and notices will be issued to the FSE upon completion of the inspection and remaining copies will be provided to the City. During the FOG inspection, the inspector will provide education and outreach materials to the facility. To the best of their ability, the inspector will discuss findings, reason for an Enforcement Notice, schedule of corrective actions, and explanation of additional enforcement/fines which may be incurred with FSE representative and respond to any questions prior to leaving the site. Condor believes providing the FSE a clear understanding of the consequences of non-compliance improves FSE response to corrective action requirements. Condor's inspectors will provide the FSE their contact information should there be any further questions and/or for the facility to communicate corrective actions. All Condor field inspectors are responsible for responding to questions from FSEs regarding their inspection and documenting corrective actions for violations.

Condor will conduct follow-up inspections at all FSEs with deficiencies within 30 days of the original inspection. If the deficiency was not remedied by the time of the first re-inspection, a second follow-up inspection will be conducted within 15 days of the initial re-inspection. In the event that the deficiency was not remedied by the time of the second re-inspection, a third follow-up inspection will be required within 15 days of the second re-inspection.

For FSEs noted as having Exempt Status, Condor will conduct a site visit to determine if the facility maintains eligibility for their exemption. If the FSE does not conduct on-site cooking, it is exempt from the FOG Control Program requirements and no further inspection or paperwork is required. However, if on-site cooking is observed, the facility is no longer exempt and Condor will conduct a GI or non-GI FOG inspection and notify the City of the FSE's status change.

Condor will provide the appropriate equipment to effectively conduct all FSE FOG inspections including vehicles and associated tools including, but not limited to, manhole cover removers, Dipstick Pro Core Samplers, *non-sparking* sledgehammer, traffic safety cones, gloves, and PPE. Equipment will be cleaned between uses and at the end of the day.

The City has contracted with SwiftComply to provide FOG Inspection and Enforcement tracking software. If the system goes live during the contract, Condor will assist the City in bringing the software online and implementing its use in the field; Condor will provide feedback on the system's use to assist the City toward full implementation. All equipment necessary to trial the software in the field will be provided by City. Condor will be provided access to the SwiftComply software and FOG inspection and enforcement information will be entered into the system at the time of the inspection. Upon full implementation of the SwiftComply software, Condor will utilize a mobile printer to print completed inspection forms and enforcement notices for delivery to the FSEs upon completion of the inspections.

Condor will communicate during regular check in meetings and as necessary to keep the City informed as to the program's progress and any concerns which may arise.

6. INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

Handwritten information entered on the Food Service Establishment Inspection Report or Enforcement Notice (such as the inspection date, arrival time, Facility Identification Number [FA#], facility/owner

information, inspector name, comments, etc.,) must be clear and legible to avoid FSE or City confusion or misinterpretation.

7. CRITERIA OF ACCEPTANCE FOR DELIVERABLES

Completed inspection forms will be submitted weekly to the City RWCF Administration Office, or as directed, located at 2500 Navy Drive in Stockton. Handwritten information entered on the Food Service Establishment Inspection Report or Enforcement Notice must be clear and legible for entry into the City's database. The City will return inspection reports determined to be "illegible" for the inspector's clarification.

8. NOTICES

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor:	Condor Earth Attn: Robert Job 188 Frank West Circle, Suite I Stockton, CA 95206	City:	City of Stockton Attn: City Manager 425 N. El Dorado Street Stockton, CA 95202
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9. KEY PERSONNEL

Micheline Doyle Kipf, Project Director/Point of Contact (PG/QISP/QSD/QSP)

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209.601.2049
Email: mkipf@condorearth.com

Ms. Kipf is a Principal Geologist and will serve as Condor's point of contact for the City's FOG Inspection Program and will provide project management and senior oversight for all aspects of the project. Ms. Kipf has supported the City's MUD Wastewater and Stormwater Enterprises since 2002.

Robert Job, President/Chief Executive Officer (CEO) (PE/CPEA/CPSA/QSD/QSP)

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209.601.0466
Email: rjob@condorearth.com

Mr. Job is Condor's President and CEO and is responsible for corporate services, resource planning and allocation. Mr. Job is an officer of Condor authorized to bind the company to all commitments made in this proposal.

Melissa Faias, Process Safety Management Specialist / Lead FOG Inspector

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209-288-9511
Email: mfaias@condorearth.com

Ms. Faias will serve as the field lead for the FOG Inspection Program. Ms. Faias is experienced conducting FSE inspections in compliance with City's FOG Control Program and ERP.

Amreen Murji, Staff Geologist / FOG Inspector

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209-601-0413
Email: amurji@condorearth.com

Evan Fonda, Environmental Technician / FOG Inspector

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209-591-3515
Email: efonda@condorearth.com

Luke Castle, Associate Geologist (PG) / FOG Inspector

188 Frank West Circle, Suite I, Stockton, California, 95206
Mobile: 209.513.7634
Email: lcastle@condorearth.com

Ms. Murji, Mr. Fonda, and Mr. Castle are experienced conducting the City’s FOG inspections for both GI and non-GI FSE consisting of records review, GI measurements (as applicable), evaluation of Kitchen BMPs, public education and outreach, and enforcement procedures (as appropriate).

10. OPTION TO RENEW

Not Applicable

11. ADDENDUM ACKNOWLEDGEMENT

Condor has reviewed the Addendum and Statement Clarifications page available on www.stocktonca.gov/mudbid and acknowledges there are no clarifications/questions/answers to the solicitation document PUR 26-025.

12. CLOSING

Condor’s proposal to provide FOG Inspection Program services, including all contents and Price Proposal, are valid for a period of 120 days from the submittal date of PUR 26-025 (April 23, 2026).

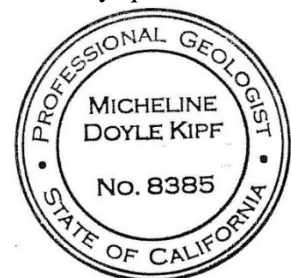
Condor has reviewed the standard agreement and takes no exceptions. Condor’s insurance meets the requirements listed in Exhibit 1 of the PUR 26-025.

Condor has the technical expertise, experience, and resources to provide the City with the inspection services as described in PUR 26-025 and we look forward to the opportunity to continue supporting the City’s FOG Control Program.

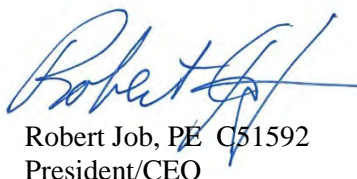
We trust that this proposal contains the information you need at this time. If you have any questions or would like additional information, please contact us at 209.601.2049.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.

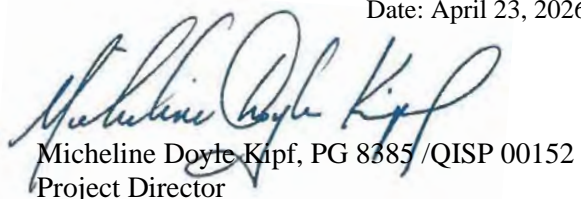


Date: April 23, 2026


Robert Job, PE C51592
President/CEO



April 23, 2026


Micheline Doyle Kipf, PG 8385 /QISP 00152
Project Director

**STATEMENT OF POSITION**

Condor's Environmental Services Manager serves as a senior member of Condor's environmental team, performing program and project management duties, and contract oversight, quality assurance and peer review.

EDUCATION

- Master's Program – Idaho State University Pocatello, Idaho (Geology)
- Bachelor of Science – Geology with Biology Minor, California State University, Sonoma

AREAS OF EXPERTISE

- National Pollutant Discharge Elimination System (NPDES) Compliance
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion and Sediment Controls
- Storm Water Best Management Practices (BMPs)
- Waste Discharge Requirement (WDR) Compliance
- Project Management
- Data Compilation and Analyses

INDUSTRIES SERVED

- Industrial Facilities
- Municipalities
- Public Works
- Utility Companies
- Solid Waste
- Agriculture

REGISTRATIONS & CERTIFICATIONS

- Professional Geologist
CA No. 8385
WA No. 2611
- CA Industrial General Permit
QISP/ToR Certificate No. 00152
- CA Construction General Permit
QSD/QSP Certificate No. G08385

PROFESSIONAL ORGANIZATION

- California Storm Water Quality Association (CASQA)

REPRESENTATIVE EXPERIENCE

Ms. Doyle Kipf serves as an Environmental Services Manager and Principal Geologist for Condor. Ms. Doyle Kipf's experience includes a broad range of geologic/hydrogeologic projects and storm water regulatory driven programs, and she specializes in developing and implementing storm water and water quality monitoring compliance programs, technical reporting, and facilitating communication between various entities including clients, regulators, legal representatives, laboratories, and Best Management Practices (BMP) providers. Her technical expertise includes National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirement (WDR) compliance support, and her experience includes supporting clients' activities in response to Clean Water Act (CWA) citizen suits. Her clients include Phase I and II municipalities, public works departments, industrial/ manufacturing facilities, construction projects, and wineries.

SELECTED PROJECTS/PROJECT EXPERIENCE

California Industrial General Permit (IGP): Ms. Doyle Kipf is a Qualified Industrial Storm Water Practitioner (QISP) and Trainer of Record (#00152). Since 2006, Ms. Doyle Kipf has been the Project Manager for numerous facilities involving all aspects of IGP compliance support from coverage application through coverage termination. QISP services include pollutant source assessments and site evaluations, preparation of Permit Registration Documents, SWPPP development and program implementation, BMP evaluations and recommendations, SMARTS support, SWPPP training, and preparation of Exceedance Response Action (ERA) Plans and Technical Reports.

San Joaquin County Water Resources Public Works (SJCWRPW)

– Since 2017, Project Manager for On-Call Professional Services consisting of preparation of Conditions of Approval for proposed construction project applications and review of applicant submitted documents including Storm Water Quality Control Plans, Construction General Permit (CGP) SWPPPs, Operations and Maintenance Plans, and site access agreements.

– Since 2017, Project Manager for conducting CGP storm water inspections for construction projects within the County's jurisdiction.

– Since 2018, Project Manager for conducting the County's Semi-annual Groundwater Monitoring and Sampling Program as required by the Eastern San Joaquin Groundwater Sustainability Plan (GSP).

Eastern San Joaquin Groundwater Authority (ESJGWA)

– Since 2024, Project Manager for semi-annual groundwater monitoring and sampling support related to the Eastern San Joaquin 2024 GSP.

City of Stockton Fats, Oil, and Grease (FOG) Inspection Program

– Project Manager for conducting FOG inspections for all Food Service Establishments in the City's regional sewer service area.

Phase II Municipal Separate Storm Sewer System (MS4) Permit Support for the Cities of Hughson and Turlock

– Since 2013, Project Manager supporting Phase II MS4 Permit compliance including Trash Provision and CGP inspection support.



STATEMENT OF POSITION

Condor's President, CEO serves the firm in both business and technical leadership. Project management, professional experience and technical expertise frequently support Condor's technical staff and clients.

AREAS OF EXPERTISE

- Chemical Risk Management
- Environmental Engineering
- Environmental Regulatory Compliance
- Hazardous Waste
- Project Management
- Process Hazard Analyses
- Soil and Groundwater Investigation/Remediation
- Storm Water Management and Permitting
- Spill Prevention and Control for Aboveground Oil Storage Tanks

INDUSTRIES SERVED

- Agriculture
- Food Processing
- Health Care
- Manufacturing
- Mining
- Petroleum
- Public Works
- School Districts
- Transportation
- Utility Companies

REGISTRATIONS & CERTIFICATIONS

- Professional Engineer State of California No. 51592
- Certified Professional Environmental Auditor (CPEA) No. 742
- Certified Process Hazard Analysis/Auditing Team Leader
- Certified Process Safety Auditor (CPSA) No. 97
- QSD/QSP California Construction General Permit for Storm Water Discharges

REPRESENTATIVE EXPERIENCE

Mr. Job is President and Chief Executive Officer for Condor Earth. Mr. Job has over 38 years of managerial and technical experience and is responsible for overall business planning and management, corporate services, corporate risk management, resource planning and allocation and serves as Chairman of Condor Earth's Board of Directors. In addition to his business management responsibilities, Mr. Job serves as a Principal Engineer and senior technical advisor for the firm and remains involved in project planning and management, environmental compliance, storm water management and permitting, chemical risk management programs, process safety management, waste management, site characterization and site remediation in both project management and technical consulting capacities.

Mr. Job has been responsible for the review of storm water pollution prevention plans (SWPPPs), review of supporting documentation for Low Impact Development (LID) and review of calculations provided by applicants, site evaluations and technical review for facilities subject to the Industrial General Permit for storm water discharges, preparation of many chemical risk management programs (RMPP and RMP), California Accidental Release Prevention Programs (CalARP), and OSHA process safety management (PSM) programs for facilities handling acutely hazardous materials.

EDUCATION

- BS, Civil Engineering, South Dakota School of Mines and Technology
- University of California: Courses in Environmental Law, Hazardous Materials Management and Compliance Auditing
- Primatech Training Institute: Principles of Process Hazard Analysis, Advanced Topics in Process Hazard Analysis, Process Hazard Analysis for Team Leaders
- Stanford Business School Executive Program for Growing Companies – Summer 2000
- Numerous conferences and symposiums related to chemical risk management, environmental regulations and California water issues
- CBPELSG QSD/QSP self-certification training for storm water CGP certification

SELECTED PROJECTS/PROJECT EXPERIENCE

CGP Support for the San Joaquin County Department of Public Works (SJCDPW) – Mr. Job has been the Professional Engineer providing CGP storm water plan review and supporting Low Impact Development (LID) building application checks for calculations for LID and construction plans.



STATEMENT OF POSITION

Condor Earth's Process Safety Management Specialist provides industrial compliance consultation, hazardous material management, process safety and risk management services.

EDUCATION

- BA Economics, Sonoma State University, Rohnert Park, California

AREAS OF EXPERTISE

- Process Safety Management
- Process Hazard Analysis
- Compliance Auditing
- Management of Change
- Fats, Oils and Grease

INDUSTRIES SERVED

- Manufacturing
- Cities and Counties

CERTIFICATIONS

- Safety Trained Supervisor (STS) Board of Certified Safety Professionals

SPECIAL TRAINING

- Process Hazard Analysis Leadership – Process Improvement Institute
- Process Safety Management Mechanical Integrity – Georgia Institute of Technology

SOFTWARE KNOWLEDGE

- PHA Pro
- Hazard Review Leader
- Ecesis

REPRESENTATIVE EXPERIENCE

Mrs. Faias joined Condor Earth in 2024 and is experienced in the development and implementation of Process Safety Management (PSM) in a manufacturing environment as well as a variety of environmental programs including Spill Prevention, Control and Countermeasure (SPCC) Plans. She developed compliance programs and plans to align with federal, state, and local regulations. Mrs. Faias is experienced in leading compliance audits, process hazard analyses, management of change and maintaining compliance documentation to meet PSM requirements.

SELECTED PROJECTS/PROJECT EXPERIENCE

City of Stockton Municipal Utilities Department – Ms. Faias has served as the field lead for the Fats, Oils and Grease (FOG) Control Program, supporting the City of Stockton in the implementation of the FOG program. She has overseen and conducted inspections of food service establishments (FSE) to evaluate compliance with City regulations, ordinances and Best Management Practices (BMPs). Ms. Faias has played a key role in training junior staff, contributing to the development and refinement of standard operating procedures (SOPs) for inspection and enforcement activities, and enhancing program consistency and effectiveness.

PSM Program Coordination J.R. Simplot Company – Mrs. Faias worked with cross functional teams at the plant to prepare and maintain compliance documentation associated with the PSM program. Coordination between engineering, maintenance, operations and management teams were necessary for preparing and maintaining compliance documentation.

Plant Decommissioning Process J.R. Simplot Company Support – Mrs. Faias assisted in the decommissioning of the ammonia processes and communicating with by providing guidance on federal, state and local regulations related to PSM.

Electronic Management of Change Program J.R. Simplot Company – Mrs. Faias coordinated with stakeholders to customize an electronic Management of Change (MOC) Program to fit facility's needs and managed documentation and activities at the plant.



STATEMENT OF POSITION

Condor's Staff Geologist assists with a broad range of geologic, environmental, engineering and construction support services.

EDUCATION

- MSc Environmental Science, University of Toronto, Toronto, Ontario, Canada
- BS Natural Science, University of Calgary, Calgary, Alberta, Canada
- BA Philosophy, University of Calgary, Calgary, Alberta, Canada

AREAS OF EXPERTISE

- Project Management
- Environmental Site Assessments
- Underground Storage Tank Investigations
- Contaminated Sites Remediation
- Groundwater and Soil Sampling
- Fats, Oils and Grease

INDUSTRIES SERVED

- Cities and Counties
- Land Development
- Oil and Gas Facilities
- Financial Institutions
- Corporate Premises
- Local Government

REGISTRATIONS & CERTIFICATIONS

- Professional Geoscientist, Ontario, Canada No. 3718
- OSHA 40-Hour HAZWOPER Certification

REPRESENTATIVE EXPERIENCE

Ms. Murji serves as a Staff Geologist for Condor Earth. She assists with public and private infrastructure projects, identifying environmental issues and concerns, ensuring regulatory compliance and supporting sustainable project development. Her responsibilities include assisting Project Managers with project execution, supporting field investigations, and preparing and reviewing technical reports.

With over 9 years of work experience in the environmental sector, Ms. Murji specializes in environmental assessments and geotechnical. She has extensive experience in Phase I and Phase II Environmental Site Assessments, soil and groundwater sampling, and remediation work. Ms. Murji's strong technical background is complemented by a Master of Environmental Science degree from the University of Toronto, Ontario, Canada.

SELECTED PROJECTS/PROJECT EXPERIENCE

Environmental Site Assessments: Ms. Murji has been involved with completing and overseeing numerous Phase I and Phase II ESAs for a wide range of properties including commercial, residential, industrial and agricultural properties. This involved completing historical reviews, extensive subsurface investigations and writing technical reports.

Oil and Gas Sites: Ms. Murji has been involved in undertaking Phase II ESAs and annual groundwater monitoring events of both active and former tank farm facilities.

Underground Storage Tank (UST) Removal: Ms. Murji has participated in multiple UST removal projects at gas stations and commercial properties, including oversight of tank removals, undertaking soil sampling and preparing UST summary reports.

Closure Sites: Ms. Murji supported permitting for multiple well destruction projects, supervised field activities including over drilling, pressure grouting, and explosive destruction methods, and prepared comprehensive well destruction summary reports.

City of Stockton Municipal Utilities Department: Ms. Murji has been involved with the Fats, Oils and Grease (FOG) Control Program supporting the City of Stockton in performing inspections to evaluate food service establishments (FSE) compliance with City regulations and ordinance requirements.



STATEMENT OF POSITION

Condor's Environmental Technician specializes in field monitoring and sample collection programs, and assists the environmental team with identifying technical issues and recommending solutions to ensure compliance with State and Federal Regulatory Entities.

EDUCATION

- High School Diploma

AREAS OF EXPERTISE

- Field Services Management
- Soil, Soil Gas, and Water Sampling Protocols
- Industrial Waste Sampling Protocols
- Mechanical Skills and Equipment Operation

INDUSTRIES SERVED

- Water Resources
- Water/Wastewater
- State and Local Government
- Residential Development
- Commercial Development

REGISTRATIONS & CERTIFICATIONS

- OSHA 40 Hour HAZWOPER

REPRESENTATIVE EXPERIENCE

Mr. Fonda serves as an Environmental Technician for Condor. He assists with public and private infrastructure projects throughout California's Central Valley and Central Sierra Foothills. His responsibilities include conducting field services in support of compliance monitoring programs, including stormwater, groundwater and surface water sampling, special sampling program in support of municipal compliance programs, compliance with QA/QC procedures, documentation, and reporting. Additional responsibilities include compiling laboratory analytical report data, peer reviewing data and reports, and project support (i.e. permitting, marking drilling locations, hand auger drilling, etc.)

SELECTED PROJECTS/PROJECT EXPERIENCE

Field Services in Support of Municipalities:

- Performed inspections of food service establishments (FSEs) under contract with the City of Stockton as part of the City's Fats, Oils, and Grease (FOG) compliance program.

Field Services needs in Support of Waste Discharge Requirements:

- Domestic and Commercial Wastewater Sampling in support of the municipal waste treatment facility NPDES Permit Application
- Groundwater Sampling in support of various Calaveras County Water District's Compliance Monitoring Programs
- Groundwater monitoring in support of various wineries
- Groundwater Monitoring and Sampling in support of Foster Farms Facilities throughout the Central Valley

Field Services needs in Support of LUST sites:

- Groundwater monitoring and sampling in support of leaking underground storage tank (LUST) investigations
- Experience with continuous multichannel tubing (CMT) monitoring wells
- Soil gas sampling and field QA/QC



STATEMENT OF POSITION

Condor Earth's Associate Geologist with the environmental team identifies environmental issues and recommends solutions to ensure compliance with State and Federal Regulatory Entities.

EDUCATION

- BS Geology, Applied Geology, California State University, Stanislaus

AREAS OF EXPERTISE

- Project Management
- Environmental Site Assessments, Contaminant Remediation, Risk Assessments
- SMARA Regulatory Support
- WDR Regulatory Support Projects

INDUSTRIES SERVED

- Cities and Counties
- School Facilities
- Land Development
- Mining
- Manufacturing

REGISTRATIONS & CERTIFICATIONS

- Professional Geologist, California No. 9945
- OSHA 40-Hour HAZWOPER

REPRESENTATIVE EXPERIENCE

Mr. Castle serves as an Associate Geologist for Condor Earth. He assists public and private sector clients with identifying environmental issues and recommending solutions that comply with both State and Federal regulatory standards. Mr. Castle started his Geology career after his 5-year term with the United States Air Force. He enrolled into the environmental science program at Belmont University in Nashville, TN. At Belmont University he learned the environmental concepts that fueled his desire to be a part of the environmental sciences. In 2014, he returned to Modesto, California where he attended California State University (CSU) Stanislaus. Upon obtaining his degree, Mr. Castle served three years as a Staff Geologist for a silica sand and clay open pit mine located in Northern California, which included exploration mining activities at various sites across the State of Nevada.

Mr. Castle has served as Condor's Associate Geologist for over six years which have included project management of dozens of Phase I and Phase II Environmental Site Assessments, across central California.

SELECTED PROJECTS/PROJECT EXPERIENCE

City of Stockton: Performed inspections of food service establishments (FSEs) under contract with the City of Stockton as part of the City's Fats, Oils, and Grease (FOG) compliance program.

Environmental Site Assessments: Mr. Castle oversaw the completion of environmental site assessments to include Phase I and Phase II ESAs for a variety of clients ranging from private developments, commercial and industrial properties, agricultural properties, and landfills. This also includes the completion of Preliminary Environmental Assessment (PEAs), Removal Actions for various school districts, including Elk Grove Unified School District, Lammersville Unified School District, and Patterson Joint Unified School District, which included DTSC as the lead regulatory agency.

Foster Farms: Condor has conducted dozens of ESAs and remediation projects in California and other states for Foster Farms over 20 years. In 2021, Mr. Castle assisted the execution of 67 ESAs over three months to assess their top tier of properties and repeated that effort in 2025 on their top 19 assets.

River Partners: Oversaw the completion of several Phase I and Phase II ESAs for River Partners, including Island Dairy in Modesto, Colusa River, the Gill Creek property in Geyserville, and Fair Ranch in Knights Landing.

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Fats, Oils, and Grease Program Inspection Services
 Proposal Opening April 23, 2026

10.0 REQUIRED PROPOSAL DOCUMENTS**ATTACHMENT A - PROPONENT CONTACT INFORMATION**

Proponent Business Name	Condor Earth Technologies, Inc.
Proponent Contact Name	Micheline Doyle Kipf, Project Director Robert Job, President
Proponent Address	188 Frank West Circle, Suite I, Stockton, CA 95206
Proponent Phone Number	Micheline Doyle Kipf (209) 601-2049 Robert Job (209) 601-0466
Proponent Email Address	mkipf@condorearth.com rjob@condorearth.com
Department of Industrial Relations ID Number (if applicable)	NA

PUR 26-025
Fats, Oils, and Grease Program Inspection Services
Proposal Opening April 23, 2026

ATTACHMENT B- PROPONENT’S COVENANT

In submitting this proposal, as herein described, the Proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent, and requirements of the same.
2. They will enter into contract negotiations and furnish the specified services.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed and signed all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of the contract agreement.

Condor Earth Technologies, Inc.

BUSINESS NAME

188 Frank West Circle, Suite I, Stockton, CA 95206

ADDRESS



April 22, 2026

SIGNED BY & DATE

President

TITLE OR AGENCY

(209) 234-0518 / (209)234-0538

PHONE/FAX NUMBER

rjob@condorearth.com

EMAIL

PUR 26-025
Fats, Oils, and Grease Program Inspection Services
Proposal Opening April 23, 2026

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF _____, _____) ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF California, _____) ss.
County of San Joaquin)
(insert)

Robert Job _____ being first duly sworn, deposes and says: That they are the President _____ of Condor Earth Technologies, Inc. _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.


(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of please, 20use by attached
please, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal see attached

Signature please see attached.

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tuolumne

Subscribed and sworn to (or affirmed) before me on this 16 day of April, 2026, by
Date Month Year

(1) Robert Job

(and (2) [Signature]),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



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No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____, _____)ss.
County of _____)
(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ___ day of _____, 20__

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

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Fats, Oils, and Grease Program Inspection Services
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ATTACHMENT D – AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	Robertson-Bryan, Inc (RBI)
Location of the Service:	Stockton, California
Contact Person and Title:	Paul Bedore, M.S., Principal Wastewater & Stormwater Regulatory Services; Kathryn Garcia, City of Stockton – Municipal Utilities Department; Richard Stiffler, City of Stockton – Municipal Utilities Department Technical Services Supervisor – Environmental Control
Telephone:	Paul Bedore (916.405.8918); Kathryn Garcia (209.937.8232); Richard Stiffler (209.937.8740)
Email Address:	paul@robertson-bryan.com; Kathryn.garcia@stocktonca.gov; Richard.Stiffler@stocktonca.gov
Description of Service:	Since 2003, Condor provided regulatory and field services to the City's RWCF including supporting the City's SSMP, SSO and SB-14 regulatory programs, and conducting ongoing MRP compliance groundwater monitoring and reporting support. Condor currently conducts the City's FOG inspection program including inspections, enforcement procedures, and public education/outreach to all FSEs in the City's regional sewer service area, and preparation of a FOG Inspection SOP manual for the City's use.
Date(s) When Service Provided:	RWCF MRP Support: Fourth Quarter 2003 – Current; FOG Program: October 2025 – Current
2. Agency or Firm Name:	County of San Joaquin
Location of the Service:	San Joaquin County, California
Contact Person and Title:	Chris Boyer, PE, Water Resources Engineer, San Joaquin County Public Works
Telephone:	209.468.9360
Email Address:	cboyer@sjgov.org
Description of Service:	Condor prepared for the County of San Joaquin (County) Conditions of Approval for proposed construction project applications including review of applicant submitted documents in support of Stormwater Quality Control Criteria Plan (SWQCCP) requirements including review of LID calculations, SWQCP, CGP SWPPP, O&M Plan, and site access agreements. Condor conducted CGP site inspection services, staff training, and data compilation in support of the County's NPDES Annual Reporting requirements.
Date(s) When Service Provided:	July 2018 – February 2026
3. Agency or Firm Name:	City of Hughson
Location of the Service:	Hughson, California
Contact Person and Title:	Jose Vasquez, Public Works Superintendent
Telephone:	209.505.3049
Email Address:	jvasquez@hughson.org
Description of Service:	Since 2002, Condor provided groundwater monitoring/reporting and regulatory technical support to the City of Hughson (City) Wastewater Treatment Plant including participation in preparation of ROWDs and preparation of monitoring plans. Since 2013, Condor supported the City's compliance with their Phase II Small MS4 Permit including conducting training and CGP and potential Hot Spot inspections, preparing Annual Reports, and activities related to statewide trash implementation program.
Date(s) When Service Provided:	Wastewater Treatment Plant Support: 2025 – Current; Phase II MS4 NPDES Permit Support: March 2013 - Current

By signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name	Condor Earth Technologies, Inc.		
Address	188 Frank West Circle, Suite I, Stockton, CA	Zip:	95206
Contact Name	Robert Job (President) / Micheline Doyle Kipf (Project Director)		
Email	rjob@condorearth.com / mkipf@condorearth.com	Phone	(209) 234-0518
Authorized Signature:			

PUR 26-025
 Fats, Oils, and Grease Program Inspection Services
 Proposal Opening April 23, 2026

ATTACHMENT E – CERTIFICATION OF FINANCIAL CONDITION


Vendor Name: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
 Date of latest audit: _____ (If no audit within past 18 months, explain reason below.) **Condor's financial statements are reviewed by a CPA whose opinion is published in an annual report. Last review date January 7, 2026.**
- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.
 Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature of Authorized Signatory	
Print Name and Title of Authorized Signatory	
Date	

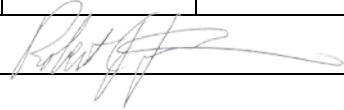
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 Proposal Opening April 23, 2026

ATTACHMENT G - SUBCONTRACTOR LIST

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK


Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	CONTACT	PHONE NUMBER	LICENSE NUMBER & LICENSE CLASSIFICATION	TYPE OF WORK	AMOUNT
No subcontractors will be used for this work.					
Signature of Authorized Signatory					
Print Name and Title of Authorized Signatory	Robert J. Job, President				
Date April 15, 2026					

PUR 26-025
Fats, Oils, and Grease Program Inspection Services
Proposal Opening April 23, 2026

ATTACHMENT H - EXCEPTIONS

No Exceptions	
Company/Firm Name	Condor Earth Technologies, Inc.
Contact Name and Title	Robert Job, President
Authorized Signature:	

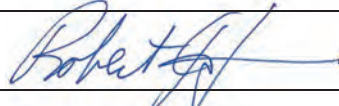
PUR 26-025
 Fats, Oils, and Grease Program Inspection Services
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ATTACHMENT I - CERTIFICATE OF NONDISCRIMINATION

In accordance with the City of Stockton SMC §3.72.010 and §3.72.020, each bidder shall enclose a certificate stating whether the bidder is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment, and that the bidder will pursue an affirmative course of action as required by affirmative action guidelines as set forth in Section 3.72.010 and resolutions adopted pursuant thereto, and that if awarded the contract bidder will not discriminate in the employment of any person under the contract because of race, color, national origin, ancestry, sex or religion, and that bidder will participate, if request, in pre-award review of bidder’s qualifications under provisions of this section.

The undersigned hereby certifies that:

- The Bidder is in compliance with all Federal and State of California laws covering nondiscrimination in employment.
- By signing below, the bidder certifies that they are authorized by the company named below to respond to this request.

SIGNATURE OF AUTHORIZED SIGNATORY:	
PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY:	Robert Job, President
DATE:	April 22, 2026

PUR 26-025
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ATTACHMENT J - CONFLICT OF INTEREST DISCLOSURE - AB334

Disclosure

Pursuant to **California Assembly Bill 334**, the Proposer/Contractor must disclose any financial interest that may create an actual or potential conflict of interest, or the appearance of a conflict, in connection with this solicitation or any resulting agreement.

No Conflict of Interest

The Proposer/Contractor certifies that it, and its officers, directors, partners, employees, and subcontractors, have **no financial interest** that would result in a conflict of interest related to this solicitation or contract.

Conflict of Interest Disclosed

The Proposer/Contractor discloses the following actual or potential conflict(s) (attach additional pages if necessary):

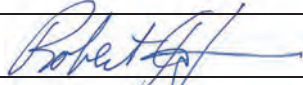
Individual(s) Involved: _____

Nature of Financial Interest: _____

Relationship to Solicitation/Contract: _____

Certification

I certify under penalty of perjury under the laws of the State of California that the information provided above is **true and complete**. I acknowledge that failure to disclose a conflict of interest may result in disqualification, contract termination, or other remedies available to the City. The duty to disclose is **ongoing** throughout the solicitation and contract term.

COMPANY/BUSINESS NAME:	Condor Earth Technologies, Inc.
SIGNATURE OF AUTHORIZED SIGNATORY:	
PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY:	Robert Job, President
DATE:	April 22, 2026

CONDOR



Price Proposal to Provide:

PUR 26-025 FATS, OILS, AND GREASE
PROGRAM INSPECTION SERVICES

Prepared for
City of Stockton, Municipal Utilities

RFP Submittal to
city.clerk@stocktonca.gov or
Office of the City Clerk, City Hall
425 North El Dorado Street, Stockton, California 95202

April 23, 2026

www.CondorEarth.com



PRICE PROPOSAL COVER LETTER

ATTACHMENT

Attachment F – Price Proposal

PRICE PROPOSAL
PUR 26-025 FATS, OILS, AND GREASE (FOG) PROGRAM INSPECTIONS SERVICES
FOR THE CITY OF STOCKTON
OPENING APRIL 23, 2026

Condor Earth Technologies, Inc. (Condor) is pleased to submit this Price Proposal for RFP PUR 26-025, project name Fats, Oils, and Grease Program Inspection Services. Attached please find Attachment F – Price Proposal, which was included in the RFP PUR 26-025 proposal request documents. Condor filled in the “Rate” and “Cost” columns of Attachment F. Condor’s Price Proposal is valid for a period of 120 days from the submittal date of PUR 26-025 (April 23, 2026).

Regarding FOG Software Implementation, Condor is aware of the City’s intention to launch the SwiftComply FOG Inspection and Enforcement tracking software system. The Condor team welcomes the opportunity to support this effort and anticipates Condor staff members with different skill sets and experience (Field Inspector, Project Director, IT Professional, etc.) will be called upon for testing and implementation support. To follow the format of Attachment F, Condor calculated a blended hourly rate for this line item. The blended hourly rate was calculated by estimating the number of hours for each staff type that we anticipate would support this Item, multiplying the number of hours by Condor’s standard hourly rate for each staff type, then combining these totals and dividing by the total number of hours (250 hours). Condor is flexible regarding the billing structure for this Item. For example, if upon the launch of the SwiftComply software only Condor’s Field Inspectors are needed, the hourly bill rate for Condor’s Field Inspectors will be lower than the blended hourly bill rate described above.

Also, regarding FOG Software Implementation, Condor included this Item in only one year. The cost is included in the “Annual Total” but only once in the “5-Year Total”. Condor anticipates *initial* implementation and testing will add to the cost of the inspection program, but after the software system is fully tested and launched, use of the SwiftComply system should not add to the cost of inspections. If the City wishes to include this Item for each of the 5 years, \$39,000 times 4 (\$156,000) could be added to the 5-Year Total, though Condor believes this would significantly overestimate the cost of SwiftComply implementation support.

The City included training responsibilities in the “City Responsibilities” section of the RFP PUR 26-025. Please note that training of Condor staff has been completed and the City would not incur the cost of this training should Condor continue to provide FOG inspection services.

Thank you for the opportunity to again support the City of Stockton Municipal Utilities Department. We greatly value your trust in Condor and we will commit necessary resources to fulfill the service requirements of this project.

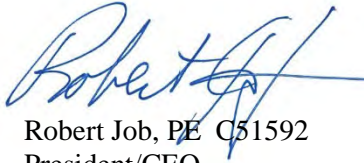
Please do not hesitate contacting Micheline Doyle Kipf at mkipf@condorearth.com or (209) 601-2049, or Robert Job at rjob@condorearth.com or (209)601-0466 with any questions.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.



Date: April 23, 2026



Robert Job, PE C51592
President/CEO



April 23, 2026



Micheline Doyle Kipf, PG 8385 /QISP 00152
Project Director

PUR 26-025
 Fats, Oils, and Grease Program Inspection Services
 Proposal Opening April 23, 2026

ATTACHMENT F – PRICE PROPOSAL

Project Overview: Conduct Fats, Oils, and Grease (FOG) inspection services for the City of Stockton (City’s) Municipal Utilities Department in compliance with the City’s FOG Control Program.

Description of Services: Condor will conduct regular FOG inspections for all Food Service Establishments (FSEs) in the City’s regional sewer service area to evaluate compliance with Fog Control Program regulations. Condor’s trained field inspectors will conduct onsite FSE FOG inspections, records review, grease interceptor measurements (as applicable), evaluation of Kitchen BMPs, public education and outreach, and enforcement procedures (as appropriate). FOG inspection reports and enforcement notices will be issued to the FSE upon completion of the inspection; copies will be provided to the City. Condor will provide regular communication to the City regarding program’s progress. Condor will support field testing of the City’s SwiftComply FOG Inspection and Enforcement tracking software system online as appropriate.

Item	Number of Inspections/ Hours	Units	Rate	Annual Cost
Inspection with Grease Interceptor	575	EA	\$ 317.00	\$ 182,275
Inspection without Grease Interceptor	400	EA	\$ 157.00	\$ 62,800
Follow-up Inspection with Grease Interceptor	350	EA	\$ 162.00	\$ 56,700
Follow-up Inspection without Grease Interceptor	250	EA	\$ 122.00	\$ 30,500
Check in meetings	50	Hours	\$ 180.00	\$ 9,000
FOG Software Implementation	250	Hours	\$ 156.00	\$ 39,000
Annual Total				\$ 380,275
5-Year Total				\$ 1,745,375*

*Refer to the Price Proposal Cover Letter for clarification of the 5-Year Total.

Company Name	Condor Earth Technologies, Inc.
Contact Email	rjob@condorearth.com
Contact Phone Number	(209) 234-0518
Signature of Authorized Signatory	
Print Name and Title of Authorized Signatory	Robert Job, President
Date	April 22, 2026