

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this ___ day of _____ 2026, between the CITY OF STOCKTON, a municipal corporation ("CITY), and **CALIFORNIA PROFESSIONAL PEST CONTROL INC., DBA CALIFORNIA PEST CONTROL a STATE OF CALIFORNIA CORPORATION**, with a business address at **P.O. BOX 692636, STOCKTON, CA 95269** hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **PARKS PEST CONTROL (OM-26-033)**, hereinafter referred to as "SERVICE".

RECITALS

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

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

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

2. COMPENSATION. CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B (fee schedule)**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and reimbursement for costs shall not exceed **\$224,946.00** or as otherwise mutually agreed to in a Contract Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

4. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

5. **SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **June 30, 2029**, unless extended by mutual agreement through the issuance of a Contract Amendment. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B**.

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

a. **TITLE VI**

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

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

b. **DISCRIMINATION AND HARASSMENT POLICY**

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

c. **LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE**

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

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

d. **PREVAILING WAGE**

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section

1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices,

and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

f. SANCTIONS

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

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

Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

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

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

opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

- a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.
 - i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.
 - ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

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

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

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

To CONTRACTOR: California Professional Pest Control Inc. To City: Public Works Director
dba California Pest Control City of Stockton
P.O. Box 692636 22 E. Weber Ave.,
Stockton, CA 95269 Rm. 301
Stockton, CA 95202

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

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

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

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

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

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

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

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

1. Venue

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

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

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

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

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

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

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

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

CITY OF STOCKTON

CALIFORNIA PROFESSIONAL PEST CONTROL INC., DBA CALIFORNIA PEST CONTROL

By: _____
JOHNNY FORD
CITY MANAGER

By: Jeff Hinton
Signature

ATTEST:

Jeff Hinton
Print Name

By: _____
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

Title: General Manager

APPROVED AS TO FORM:

By: _____
DEPUTY CITY ATTORNEY



**REQUEST FOR PROPOSALS
FOR
PARKS PEST CONTROL
PROJECT NO. OM-26-033**

Issued by:
City of Stockton
Public Works Department
1465 S. Lincoln Street
Stockton, CA 95206

Date Issued: March 3, 2026

Date Proposals Due: March 25, 2026, by 3:00 PM

LATE SUBMITTALS WILL NOT BE ACCEPTED

1. INTRODUCTION

The City of Stockton (City) Public Works Department Parks Section is seeking proposals from a qualified contractor to provide pest control services at various City Parks, public open spaces, and street landscaping. Services to be performed include reducing and eliminating rodents, such as gophers, voles, and ground squirrels, and ensuring that there are no hazards to people, pets, wildlife, and the park's environment caused by the rodents or efforts to remove them.

The purpose of this contract is to provide the City with a qualified contractor to provide excellent pest control services and a safe environment for maintenance and park users.

2. BACKGROUND

The City of Stockton Public Works Department Parks Section is responsible for maintaining all City parks, listed in **Attachment A**. All work should be completed professionally and effectively to ensure that City parks are a safe environment for all maintenance and park users.

3. SCOPE OF WORK: See Attachment B

4. CONTRACT PERIOD

4.1 Any resultant Service Contract(s) shall be effective beginning July 1, 2026, and shall continue through June 30, 2029. The City may terminate the contract at any time as a result of unsatisfactory performance or lack of funding.

4.2 Upon request from the Contractor, the City may approve extending this contract for up to two one-year extensions. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by December 31 of the year before the contract or any extension expires. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of the contract term, the maintenance area shall be in conformance with the project specifications. If the maintenance area is not in conformance by the end of the contract term, the City may deduct the cost to bring the area into conformance from the contractor's final billing invoice.

4.3 The City does not guarantee a minimum or maximum dollar value for any contract resulting from this solicitation.

4.4 Goods and/or services shall not be suspended by the Contractor without 30 days' prior written notice to the City's designated Contract Administrator.

5. PRICE

Contractor will provide a base weekly service rate, as outlined in **Attachment C**, for services provided on a biweekly schedule (26 weeks per year).

The biweekly rate bid for each type of service listed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead, and

profit. Labor rates include service trucks and all tools/ equipment typically found on the service trucks. Contractor prices stated in the Cost Proposal shall be effective from the date the proposal package is submitted to the day the agreement is awarded and throughout the initial three-year term of the contract.

Mark-up on parts and materials may not exceed ten percent of the Contractor's cost as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used and part/materials cost.

6. PRICE ADJUSTMENT

Contractor prices stated in the Cost Proposal shall be effective from the date the proposal package is submitted to the day the agreement is awarded and through the term of the contract. The contract includes the option of two additional one-year extensions.

If the Contract is extended for the first additional one (1) year term, the prices in effect during the final year of the initial term shall be increased by three percent (3%). If the Contract is extended for the second additional one (1) year term, the prices shall remain the same as those in effect during the first extension term, and no additional increase shall apply.

7. WARRANTIES

Contractor warrants that the work performed shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract Documents and shall be free of defects in workmanship. All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed.

Contractor shall, at its own expense, promptly repair, replace and/or re-perform any portion of the work that is defective or in any way fails to conform to the requirements in the Contract Documents for a period commencing on the date of final completion of the work and acceptance by City, and ending one (1) year as thereafter as such one-year period is extended through any extended warranty provided in the Contractor's Bid. Any repair, replacement, or re-performance will meet the requirements in the Contract Documents for a period of one (1) additional year following the City's acceptance of such repair, replacement, or re-performance. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, City may conduct the necessary work at the Contractor's expense.

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall appoint a Project Manager who is responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representatives to discuss any problem areas.

The Contractor shall employ only workers who are competent and skilled for work under this Contract. The City shall, throughout the term of the Contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the Contractor. If the

City's Contract Administrator rejects one of the Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

Work estimates and recommendations for repair shall be given only to the Contract Administrator and not to City staff working at individual jobsites. Interactions between Contractor employees and City staff at jobsites shall remain professional and courteous.

Contractor acknowledges it is an independent contractor and shall not, for any purpose, be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer, or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

Contractor shall employ a sufficient number of staff to ensure performance of the work, as described in **Attachment B**, Scope of Work. All work shall be performed by experienced staff directly employed by the Contractor.

Each employee of the Contractor shall be identified by a photograph identification badge and a uniform readily identifying the worker as an employee of the Contractor's firm. Each employee must be identified at all times while performing work in any City park, public open space, or streetscape.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Contractor shall keep the premises free from the accumulation of waste materials, refuse, and other debris resulting from the work. Upon completion of the work, the Contractor shall remove all waste materials, refuse, and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus material, and leave the site clean and ready for occupancy.

Contractor will be responsible for the removal, packaging, transportation and proper disposal of all materials deemed as waste per all applicable local, state, and federal regulations. Disposal of Contractor project waste in City containers or at City facilities is not allowed.

9. CONTRACTOR QUALIFICATIONS

The successful Contractor must have been actively engaged in the services of pest control in open public spaces as the scope of work covered by this contract for a minimum of (5) years. The Contractor shall show that they have available, under direct employment and supervision, the necessary organization and facilities to properly fulfill all services and conditions required under these specifications and Scope of Work. In addition, the Contractor should use only licensed, skilled professionals having the skills, competency,

and experience in providing professional pest control.

Contractor shall possess a valid California State Applicators license for all personnel directly involved with pesticide applications at City Parks, public open spaces and street landscaping. It will be the contractor's responsibility to renew licenses a minimum of fifteen days prior to their expiration date and to provide the City with a copy of the updated license upon receipt. Failure to provide this information will be grounds for immediate contract termination.

Contractor shall have extensive knowledge and experience doing business with governmental entities as a direct provider without the use of a subcontractor. Contractor shall have the ability to self-perform the requested work. To the extent of personnel and equipment to be provided under this agreement, contractor, if so requested, shall afford City an opportunity to inspect Contractor's equipment prior to award of the agreement.

11. JOB WALK

No job walk has been scheduled for this project; however, proposers may visit any of the sites listed in **Attachment A** at their discretion.

12. INVOICING

Contractor shall promptly submit one itemized invoice no later than fifteen days after the end of the reporting month. All invoices should reference the purchase order or contract number and the City work order number if provided. The contractor shall customize invoices at the request of the City. Invoices should be submitted to PWParksInvoices@stocktonca.gov.

Invoicing by the Contractor shall be clearly itemized to show labor hours, materials, direct costs, and any markup, and shall include, but is not limited to, the following:

- 12.1 Location and address of park receiving services
- 12.2 Name and signature of City designee authorizing work
- 12.3 Contract number
- 12.4 Services provided
- 12.5 Dates and hours of service

13. GENERAL INFORMATION

13.1 Proposal Submissions

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

Five hard copies of the proposal should be firmly sealed in an envelope which shall clearly be marked on the outside with "**PARKS PEST CONTROL PROJECT, NO. OM-26-033**". The proposal shall also be submitted on a USB flash drive clearly labeled with the proposer's name. An electronic copy of the cost proposal should **NOT** be included on the flash drive.

The cost proposal must be in a sealed envelope **separate** from the proposal. **Late Proposals will not be accepted.**

Attn: Katrina Tavares
Project No. OM-26-033
City of Stockton
1465 S. Lincoln Street
Stockton, CA 95206

13.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate a Service Contract(s) with the company submitting the highest-ranking proposals. The City also reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

13.3 Proposal Questions and Requests for Clarification

Questions and requests for clarification shall be submitted via email to: Katrina.Tavares@stocktonca.gov and Nickole.Covarruvias@stocktonca.gov

Questions and requests for clarification shall be submitted by 3:00 p.m. on March 16, 2026. Answers to questions and requests will be emailed to all proposers by March 19, 2026.

13.4 Causes for Disqualification

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

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

13.5 Licensing Requirements

A California State Applicators license issued by the California Contractors State License Board is required for this project. Proposers must have and furnish a copy of a

State of California State Applicators License at the time of proposal submission. Professional certifications or licenses required are the sole cost and responsibility of the successful proposer.

Contractor is not required to have a valid City of Stockton business license to submit a proposal. The Contractor selected to perform this work must obtain a City of Stockton business license prior to a contract being issued and maintain this license throughout the duration of the Contract.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certifications required for the performance of the services being bid upon. The copies shall be emailed to the City no later than ten (10) days after the Contractor receives notice of award from the City. Current copies of licenses and certificates shall be provided to the City within 24 hours of demand at any time during the contract period.

The City of Stockton Business License Division can be reached at (209) 937-8313 or business.license@stocktonca.gov.

13.6 Insurance Requirements

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

13.7 Local Business Preference

Stockton Municipal Code Section 3.68.090 applies to this project. Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal.

Local merchants who have a physical business location within the boundaries of San Joaquin County and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) points preference.

Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted a five (5) point preference.

13.8 Department of Industrial Relations

Registration with the California Department of Industrial Relations is required for this project. Please refer to **Attachment D**, Instructions to Proposers, for registration requirements.

13.9 Start of Work

The selected Contractor shall be expected to begin work within 30 days of contract signing. The City reserves the right to add or delete locations from this list.

13.10 Product Ownership

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

14. REQUIRED PROPOSAL CONTENT

The body of the proposal shall be no more than 25 pages, with a minimum font size of 12, including resumes and cover letters. The maximum allowable length is exclusive of any folder, cover, or section dividers. Proposer shall submit 5 sets of the proposal firmly sealed in an envelope which will clearly be marked on the outside with “**PARKS PEST CONTROL, PROJECT NO. OM-26-033**”. The proposal shall also be submitted on a USB flash drive clearly labeled with the proposer’s name.

An electronic copy of the cost proposal should **not** be included on the flash drive. The cost proposal must be in a sealed envelope separate from the proposal.

Late Proposals will not be accepted.

Proposals must include narrative responses to the following:

14.1 Cover Letter/Introduction

The cover letter shall be signed by an official with the authority to negotiate and contractually bind the company with the City of Stockton. Provide the name, title, mailing address, email address, and phone number for this officer, and the name of the company submitting the proposal.

Briefly introduce the proposal, including a statement of the Contractor’s approach to providing the services listed in this RFP. Describe any subcontract arrangements or licensing agreements and include any conflicts of interest.

14.2 Project Team

Describe your team organization, including the qualifications of the primary Project/Account Manager and any other key personnel related to the project. Provide an organizational chart of the proposed team structure.

The following should be addressed:

- A. Demonstrate the company’s experience in each of the areas of expertise needed to successfully complete the project. This should include a description of prior experience working with public agencies, including working with City staff.
- B. Ability for the project team to perform the proposed work within the time limits of the project, considering their current and projected workload and assignments.

14.3 Detailed Work Plan

Describe the efforts the Contractor will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work (**Attachment B**).

Briefly describe the approach and process the vendor will employ to successfully complete the work to be performed. Include any specific staffing or equipment resources that will be employed by the Contractor.

With full consideration of the number of locations listed in **Attachment A**, the following should be addressed:

- A. The Contractor's service request reporting mechanism and phone answering system with the capability of contacting and dispatching service personnel within 2 hours.
- B. The Contractor's ability to respond to, mobilize, and be on-site ready to start work for all emergency requests within 24 hours.
- C. The Contractor's ability to maintain a supply of available parts/supplies and maintain a supply system for acquisition of additional parts/supplies either immediately or with minimal delay.
- D. Include a description of how your company administers quality assurance and control for the work being performed.

14.4 Examples of Experience with Similar Types of Work

Provide examples of contracts/accounts held in a similar scope and size to this project. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Provide names, street addresses, and phone numbers, and explain the circumstances.

14.5 References

Provide three references from clients your company has served in the past three years, including one client that has newly engaged in the company in the past 36 months and one long-term client. Submit letters of reference for the company, two of which are familiar with the Project/Account Manager and key personnel. This shall include the name, company, contact information, and description of related work that was provided to the client. No City of Stockton elected officials, appointed officials, or employees may be provided as a reference for this proposal.

14.6 Billing/Invoicing

Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City's needs. Please attach samples of your company's billing forms and invoices.

14.7 Cost Proposal

The total cost proposal for the provisions of the Contract shall include all wages, payroll taxes, fringe benefits, insurance, vehicles, transportation, equipment, materials, supplies, overhead, and profit.

The Contractor is encouraged to review the locations listed in **Attachment B** prior to submitting their proposal, to ensure they are fully cognizant of the Scope of Work.

An electronic copy of the cost proposal (Attachment C) should NOT be included on the flash drive. The cost proposal must be in a sealed envelope separate from the proposal.

15 PROPOSAL EVALUATION

15.1 Proposal Scoring Criteria

Proposals will be ranked out of 100 total points using a “best value” methodology based on the following categories:

- A. **Cost Proposal (35 points).** Points will be weighted with regard to the rate anticipated to be utilized most by the City.
- B. **Detailed Work Plan (35 points).** Contractor’s ability to provide a full range of services as defined in the Scope of Work (**Attachment A**). Contractor’s service request submission protocol and phone answering system, Monday – Friday, 6:00 am – 6:00 pm, capable of contacting and dispatching service technicians. Contractor’s ability to respond to, mobilize, and arrive on-site, ready to start work for all emergency requests within twenty-four (24) hours. Contractor’s ability to maintain a supply of available parts/supplies and a system for the acquisition of additional parts immediately, or with minimal delay.
- C. **Experience and References (25 points).** Contractor’s experience with providing a superior level of service to like-sized public and/or private entities. Contractor’s references.
- D. **Local Business Preference (5 points).** A maximum of 2 points for companies with offices outside of Stockton, but inside San Joaquin County, will be given, and 5 points will be given for companies with offices in Stockton, in accordance with Stockton Municipal Code Section 3.68.090.

The City’s selection committee will evaluate all proposals. This is a qualifications and cost-based selection, so ranking will be in accordance with the above and the attached Evaluation Scoring Worksheet (**See Attachment E**). Cost proposals will not be opened until after all other categories have been evaluated. As local preference is a factor, Stockton firms are encouraged to submit proposals.

15.2 Tentative RFP Schedule

The Contractor Selection process will follow the tentative timeline shown below:

<u>Event</u>	<u>Date</u>
Post Request for Proposals	March 3, 2026
Written Questions submitted by	March 16, 2026, by 3:00 PM
Response to Written Questions	March 19, 2026
Proposals Due	March 25, 2026, by 3:00 PM
Interviews Start	April 2026
Negotiations	April 2026
Contract Execution	May 2026

The Contract will be awarded to the most responsive and responsible proposers based on the best cost, qualifications, and experience, including the quality of the equipment, products, materials, and services to be provided, and the support that the proposer offers during the duration of the contract terms. The highest-ranked proposer will always be considered first; however, should any scheduling or ancillary conflicts occur, the City, at its discretion, reserves the right to use the second or third-ranked proposer as applicable to immediate and scheduled operations. The three selected proposers will be part of the preferred rotating vendor list and will be utilized to submit respective proposals for larger projects outside the scope of the contract.

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

The contract shall not be in force until Council approval and the City Manager's signature. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS

Attachment A – List of Work Locations

Attachment B – Scope of Work

Attachment C – Cost Proposal

Attachment D – Instructions to Proposers

Attachment E – Evaluation Scoring Worksheet

SCOPE OF WORK

PARKS PEST CONTROL, PROJECT NO. OM-26-033

DESCRIPTION

Contractor shall provide at their own risk, all labor, materials, supervision, insecticides, tools, equipment, insurance, permits, licenses, storage, transportation, disposal, and proper protection necessary to accomplish effective pest control, and use the most modern and professional pest procedures according to industry practices and the Department of Pesticide Regulation/Structural Pest Control Board of California. Contractor shall properly remove and dispose of any insects, dead rodents, and/or rodent feces. Contractor shall use all caution necessary to prevent humans, domestic pets, and non-targeted animals from being harmed by Contractor's methods to control pest activity.

PEST CONTROL SERVICES

Contractor shall treat and service the areas listed on **Attachment A** to reduce rodent activity to a level that eliminates visible burrows, safety hazards, and active infestation as determined by the City, including no holes or safety hazards in the park. Contractor shall fill all holes and trenches caused by rodents to level grade using suitable material to prevent recurrence or settlement. Special attention shall be given to areas along the pedestrian pathways, at the base of all trees in the parks, and in the baseball fields (infield and outfield).

Services will be provided at each location biweekly. During each service, the contractor shall police the area and collect and dispose of rodent carcasses in an appropriate manner. All control measures shall be placed in locations not accessible to people, pets, or non-targeted wildlife. All work shall comply with all applicable State of California and City of Stockton safety and health requirements.

Contractor will provide the Project Manager a monthly schedule showing the day each location will be serviced, along with a schedule of services to be performed at each location. The schedule shall be provided, at minimum, one week (5 business days) before any service to allow the Project Manager sufficient time to coordinate with designated staff for entry of any locked outdoor locations. Each park shall be serviced biweekly, unless noted otherwise. A sample schedule shall be submitted with the proposal.

The Contractor must perform a thorough inspection during routine services. Contractor shall provide the Project Manager with an electronic copy of the service report within one week (5 business days) of service, in order to report any issues that may be addressed by the City prior to the next scheduled service. A sample service report shall be submitted with Contractor proposal. The Service Report should include:

- Park Name and Address
- Date and Time of Service
- Name of Service Technician who provided the service
- Completed Checklist which summarizes the results of inspections in terms of sanitation, structure, storage practices, etc. observed by the Service Technician
- Chemicals Used
- Comments and Recommendations

The Contractor shall make as many service calls as necessary to achieve satisfactory control and mitigation of pest activity. Emergency service requests that fall within the scope of the biweekly service shall be responded to within 24 hours at no additional charge. Emergency service requests outside the scope of the biweekly service—including, but not limited to, active rodent hazards in high-use areas, playgrounds, or reports of aggressive or diseased animals—shall be responded to within 24 hours at the Contractor's hourly rate.

The Contractor shall maintain a sufficient supply of chemicals and mechanical traps in the most efficient manner to ensure effective, preventative pest control.

All pest control services shall be performed in accordance with Federal, State, and Local rules and regulations. Any and all chemicals used during the service must be approved for their intended use and applied in a manner consistent with the regulations established by the State of California Department of Pesticide Regulation/Structural Pest Control Board and consistent with Federal and Cal OSHA standards.

INTEGRATED PEST MANAGEMENT (IPM) POLICY

The Contractor shall submit a copy of the company's IPM policy along with the proposal. Should the company not have a current IPM policy, the Contractor must establish an IPM policy and submit it along with the proposal. The Contractor selected to provide pest control services to the City shall implement the IPM policy by the service start date.

Contractor shall advise the City in writing regarding the application of any insecticides and pesticides. Contractor shall electronically provide a site-specific monthly schedule to the City's Project Manager showing where, when, and what insecticides and pesticides will be applied at least five (5) working days prior to application each month. It shall specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects.

Contractor must include Safety Data Sheets (SDS) with the proposal, including Chemical Abstract Service (CAS) number. It is also the Contractor's responsibility to provide any updates or revisions of the SDS, as they may become available for any products sold or delivered to the City of Stockton.

Contractor is solely responsible for any damage or injury due to Contractor's application or misapplication of insecticides and pesticides, including costs of remediation, cleanup, medical expenses, or regulatory fines resulting from Contractor's actions or omissions.

HAZARDOUS CONDITIONS

Contractor is required to notify the City Project Manager immediately of any hazardous conditions and/or damage to City property verbally, followed by written notification within 24 hours of verbal communication. Contractor shall not dispose of any excess pesticide containers or any other materials contaminated by pesticides at any City location or City-owned refuse bin. No pest control materials or equipment shall be stored or kept at any facility when the operator is not working.

EXTRA WORK

The City may request the Contractor to perform extra work. One-time or non-recurring extra work shall be paid on a time and materials basis, subject to prior written approval by the City's Project Manager. Should additional City parks, public open spaces, or street landscaping areas be added to the contract for recurring pest control services, the cost of such services shall be based on the Contractor's average regular biweekly cost per acre, as set forth in the Contractor's proposal. Acreage shall be determined by the City. The City reserves the right to adjust pricing when site conditions, accessibility, or service intensity differ materially from those at existing locations.

All proposals for additional work must be approved by the City's designated Project Manager. One-time, non-recurring services requested by the City that do not add new locations or alter the frequency of service may be authorized by the Project Manager without a Contract Change Order.

Services that add new locations, extend service to additional facilities, or require ongoing or increased service frequency shall be processed as a Contract Change Order and must be signed by the City Manager. No work shall be performed until a fully executed Contract Change Order is received.

LOCATIONS AND FREQUENCIES

A full list of service locations and frequencies of service to each is included as **Attachment A, Service Locations**. The City of Stockton reserves the right to add, modify, or cancel services at existing locations without Contractor approval. Such changes will be communicated in writing by the Public Works Director or their authorized representative. In addition, modification or removal of services at a city location will be authorized by a Contract Change Order, signed by the City Manager.

INVOICING

Contractor will promptly submit one (1) monthly itemized invoice, no later than fifteen (15) days after the end of the reporting month. All invoices should reference the purchase order and contract numbers, which will be provided by the Project Manager prior to the start of service. The Contractor shall customize invoices at the request of the City. A sample invoice shall be submitted with Contractor proposal.

PARKS PEST CONTROL PROJECT NO. OM-26-033
COST PROPOSAL SHEET

	PARK NAME	PARK ADDRESS	MONTHS PER YEAR OF SERVICE	# OF SERVICES PER YEAR	MONTHLY COST <small>Annual cost divided into equal monthly billing</small>	ANNUAL COST
1	Baxter Park	10410 Muir Woods Avenue	12	26	\$150.00	\$1,800.00
2	Brooking Park	4500 Nugget Avenue	12	26	\$150.00	\$1,800.00
3	Dentoni Park	1430 Royal Oaks Drive	12	26	\$150.00	\$1,800.00
4	Equinoa Park	9499 Glacier Point Drive	12	26	\$175.00	\$2,100.00
5	Faklis Park	5250 Consumnes	12	26	\$150.00	\$1,800.00
6	Gibbons Park	1825 W. Hammer Lane	12	26	\$175.00	\$2,100.00
7	Harrell Park	2244 S. Lincoln Street	12	26	\$150.00	\$1,800.00
8	Holmes Park	1718 Ralph Drive	12	26	\$175.00	\$2,100.00
9	Lafayette Park	825 South Hunter Street	12	26	\$172.00	\$2,064.00
10	Laughlin Park	2733 Estate Drive	12	26	\$172.00	\$2,064.00
11	Louis Park	3121 Monte Diablo Avenue	12	26	\$300.00	\$3,600.00
12	McKinley Park	424 E. Ninth Street	12	26	\$400.00	\$4,800.00
13	Misasi Park	9820 Ronald E. McNair Way	12	26	\$175.00	\$2,100.00
15	Oak Park	501 East Alpine Avenue	12	26	\$400.00	\$4,800.00
16	Panella Park	5758 Lorraine Avenue	12	26	\$175.00	\$2,100.00
17	Paul E. Weston Park	3641 EWS Woods Boulevard	12	26	\$200.00	\$2,400.00
18	Peterson Park	2429 S. Union Street	12	26	\$172.00	\$2,064.00
19	Pitts Park	510 Villa Point Drive	12	26	\$172.00	\$2,064.00
20	S.L. Fong Park	2525 Blossom Circle	12	26	\$150.00	\$1,800.00
21	Sandman Park	8801 Don Avenue	12	26	\$150.00	\$1,800.00
22	Shropshire Park	4120 Pock Lane	12	26	\$150.00	\$1,800.00
23	Smith Park	2608 William Moss Boulevard	12	26	\$150.00	\$1,800.00
24	Sousa Park	2829 Yosemite Avenue	12	26	\$172.00	\$2,064.00
14	Stockton Soccer Complex	10555 N SR 99 W Frontage	12	26	\$330.00	\$3,960.00
25	Swenson Park	6803 Alexandria Place	12	26	\$172.00	\$2,064.00
26	Unity Park	5525 Rayanna Drive	12	26	\$150.00	\$1,800.00
27	Van Buskirk Park	734 Houston Avenue	12	26	\$172.00	\$2,064.00
28	Weston Ranch Streetscaping and PG&E Easement/Greenbelt:	See Attachment B	12	26	\$400.00	\$4,800.00
29	William Long Park	949 Henry Long Boulevard	12	26	\$172.00	\$2,064.00

ANNUAL TOTAL FOR SERVICES

ANNUAL TOTAL FOR SERVICES

\$69,372.00

As Needed Services Pricing

Description	Unit	Estimated Hrs.	Regular Hourly Rate
Emergency / On-Call Pest Control Services	Per Hour	66	\$85.00

Total as Needed Services

\$5,610.00

TOTAL ANNUAL AMOUNT

\$74,982.00

Exhibit C:
Insurance Requirements
(Pest Control Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, 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 Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or 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 **Contractor'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 Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor 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

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

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related 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 Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause All 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 Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

Certificate Holder Address

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

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

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

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

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

I. PURPOSE

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

II. POLICY

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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

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

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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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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

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

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

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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ATTACHMENT A
EXHIBIT D

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

IX. COMMUNICATION OF POLICY

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

APPROVED:



KURT O. WILSON
CITY MANAGER

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