City of Stockton

Meeting Agenda - Final

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent

City Council/Successor Agency of the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent Agenda

Kevin J. Lincoln II (At Large) Mayor/Chair
Christina Fugazi (District 5) Vice Mayor/Vice Chair
Sol Jobrack (District 1)
Daniel R. Wright (District 2)
Paul Canepa (District 3)
Susan Lenz (District 4)
Kimberly Warmsley (District 6)

Tuesday, September 27, 2022 **4:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

Closed Session 4:00 PM :: Regular Session 5:30 PM

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 22-0840 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Four

Name of Case: Police Officer David LaBarr, (Workers' Compensation Appeals Board Case No. ADJ unassigned)

Name of Case: Fire Captain Kevin Walsh, (Workers' Compensation Appeals Board Case No. ADJ 13581872)

Name of Case: James Weaver, Jr., et al. v. City of Stockton, et al. (Eastern District of California, Case No. 2:20:CV-00990-JAM-JDP)

Name of Case: Kurt Wilson v. City Council of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UVM-2019-12404)

This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code.

Department: City Attorney

3.2 22-0841 **CONFERENCE WITH LABOR NEGOTIATOR**

Recommended Action: Agency Designated Representative: City Manager Harry Black

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to section 54957.6(a) of the Government Code.

Department: City Attorney

3.3 22-0842 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Manager

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.4 22-0843 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Attorney

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.5 22-0844 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Clerk

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.6 22-0845 **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to

litigation pursuant to Government Code section 54956.9(d)(2).

Department: City Attorney

4. CLOSED SESSION PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA***

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 22-0909 PROCLAMATION: NATIONAL FORENSIC SCIENCE WEEK - SEPTEMBER 18-24, 2022

Department: Office of the Mayor

11. PUBLIC COMMENTS* – MATTERS NOT ON THE AGENDA

12. CONSENT AGENDA

12.1 22-0860 ACCEPT THE SINGLE AUDIT AND INDEPENDENT AUDITORS' REPORTS AND THE REPORT ON INTERNAL CONTROLS FOR THE YEAR ENDED JUNE 30, 2021

Recommended Action: RECOMMENDATION

It is recommended that the City Council accept by motion the Single Audit and Independent Auditors' Reports and the Report on Internal Control Related Matters Identified in the Audit for the year ended June 30, 2021.

Department: Administrative Services

Attachments: Attachment A - 2021_Stockton_Single Audit_FINAL

12.2 22-0752 APPROVE AN ORDINANCE ADDING TITLE 8, CHAPTER 8.100, TO THE STOCKTON MUNICIPAL CODE RELATING TO PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS

Recommended Action: RECOMMENDATION

It is recommended that the City Council approves an ordinance adding Title 8, Chapter 8.100, to the Stockton Municipal Code relating to protection of critical infrastructure and wildfire risk areas.

Department: City Manager

Attachments: Proposed Ordinance - Protection of Critical Infrastructure

12.3 22-0684 **RESOLUTION TO ADOPT THE SUMMARY VACATION OF A PORTION OF RIGHT- OF- WAY AT "E" STREET**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1) Approving the summary vacation of a portion of the public right-of-way at "E" Street.

2) Authorizing the reservation of a public utility easement.

3) Authorizing the filing of a Notice of Exemption No. 25-22 under the California Environmental Quality Act for the vacation of a portion of public right-of-way at "E" Street; and

4) Authorizing the City Manager, or designee, to take all the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: Attachment A - Vicinity map - E Street abandonment

Attachment B - Aerial map - E Street abandonment

Proposed Resolution - E Street abandonment

Exhibit 1 - Legal Description - E Street Abandonment

Exhibit 2 - Plat - E Street abandonment

Exhibit 3 - NOE25-22 - E Street abandonment

12.4 22-0921 **ADOPT A RESOLUTION AMENDING THE 2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Amending Resolution 2022-07-26-1505 2022 Affordable Housing Loan Program Allocation removing the ten percent cap of City funding available for pre-development expenditures that affected the following four projects:

a. $600,000 to Visionary Home Builders for the 72-unit Casa de Mariposa project;

b. $2,227,632 to Delta Community Developers Corp. (Housing Authority of the County of San Joaquin) for the 51-unit Park Center Apartments project;

c. $2,242,609 to Service First of Northern California for the 105-unit Fontana Towers project; and

d. $816,821 to the Central Valley Low Income Housing Corp. and Stocktonians Taking Action to Neutralize Drugs (STAND) for the 30-unit Shared Housing Infill Project for the Homeless.

2. Authorize the City Manager, or designee, to take actions that are necessary and appropriate to carry out the purpose and intent of this resolution, including the execution of loan documents and the reallocation of funding sources.

Department: Economic Development

Attachments: Attachment A - Approved Resolution 2022-07-26-1505

Proposed Resolution - Amended 2022 Housing Allocations

Exhibit 1 - Funding Recommendations

12.5 22-0802 **APPROVE CONTRACT WITH SCOTTS PPE RECON FOR ON-CALL CLEANING, INSPECTION, AND REPAIR SERVICES FOR FIRE DEPARTMENT PERSONAL PROTECTIVE EQUIPMENT AND EXTRACTORS.**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve a three (3) year contract with Scotts PPE Recon for on-call cleaning, inspection, and repair services for fire department personal protective equipment and extractors.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Authorize the City Manager to execute a contract in the amount of $148,500 with Scotts PPE Recon for on-call cleaning, inspection, and repair services for fire department personal protective equipment and extractors.

4. Authorize the City Manager the option to execute two (2) additional one-year contract extensions with an annual not-to-exceed of $49,500 each.

5. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Fire

Attachments: Attachment A - Agreement - Scotts PPE Recon

12.6 22-0803 **ADOPT A RESOLUTION ACKNOWLEDGING THE FIRE DEPARTMENT'S 2021 ANNUAL INSPECTION STATISTICS FROM EDUCATIONAL GROUP E AND RESIDENTIAL GROUP R OCCUPANCIES**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to acknowledge the Fire Department's 2021 annual inspection statistics from Educational Group E and Residential Group R Occupancies per State of California Health and Safety Code Section 13146.4.

Department: Fire

Attachments: Attachment A - 13146.2, 13146.3, & 13146.4

Proposed Resolution - Annual Inspections 2021

Exhibit 1 - 2021 Inspections

12.7 22-0906 **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS' ASSOCIATION AND AMENDMENT TO THE PREVIOUSLY APPROVED MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE MANAGEMENT ASSOCIATION, STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT, AND STOCKTON FIREFIGHTERS' LOCAL 456 FIRE MANAGEMENT**

UNIT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing the approval of the Stockton Police Officers' Association (SPOA) Memorandum of Understanding (MOU) effective July 1, 2022 through June 30, 2025.

2. Authorizing approval to amend changes to the approved Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit. The changes consist of increasing the market adjustments effective July 1, 2023, and July 1, 2024, by 1% each year for members in these bargaining units.

3. Authorizing the City Manager and the Employee Relations Officer to take all appropriate and necessary actions to carry out the purpose and intent of the resolution, including implementation and funding of the successor SPOA MOU and amendments to the SPMA, Fire, and Fire Management Unit MOUs.

Department: Human Resources

Attachments: Attachment A - SPOA MOU - Redline

Attachment B - SPMA MOU - Redline

Attachment C - Fire Unit MOU - Redline

Attachment D - Fire Management MOU - Redline

Proposed Resolution

Exhibit 1 - SPOA MOU

Exhibit 2 - SPMA MOU

Exhibit 3 - Fire Unit MOU

Exhibit 4 - Fire Management MOU

Exhibit 5 - Budget Amendment

12.8 22-0785 **AWARD A CONSTRUCTION CONTRACT TO TNT INDUSTRIAL CONTRACTORS, INC. FOR THE REGIONAL WASTEWATER CONTROL FACILITY BIOSCRUBBER REPAIRS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of Notice of Exemption No. NOE11-22 under the California Environmental Quality Act (CEQA) for the Regional Wastewater Control Facility (RWCF) Bioscrubber Repairs, Project No. UW21011 (Exhibit 1 to the Resolution).

2. Approve the project Plans and Specifications for the RWCF Bioscrubber Repairs, Project No. UW21011 (Exhibit 2 to the Resolution).

3. Award a $623,135 Construction Contract to TNT Industrial Contractors, Inc. of Sacramento, CA, for the RWCF Bioscrubber Repairs, Project No. UW21011 (Exhibit 3 to the Resolution).

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Plans & Specifications

Exhibit 3 - Construction Contract

12.9 22-0789 AWARD A CONSTRUCTION CONTRACT TO POWER ENGINEERING CONSTRUCTION CO. FOR THE RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT AND TRANSFER FUNDS FROM EXISTING CAPITAL PROJECTS

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of Notice of Exemption No. NOE13-22 under the California Environmental Quality Act (CEQA) for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 1 to the Resolution).

2. Approve the project plans and specifications for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 3 to the Resolution).

3. Award a $144,665.00 Construction Contract to Power Engineering Construction Co. of Alameda, CA for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 2 to the Resolution).

4. Transfer funds in the amount of $98,000 from existing capital projects UW21012 ($53,000) and UW20014 ($45,000) to the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013),

It is further recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - NOE

Exhibit 2 - Contract

Exhibit 3 - Plans

12.10 22-0888 ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF MEMBRANE FILTERS FROM FILMTEC CORPORATION FOR THE DELTA WATER TREATMENT PLANT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve findings pursuant to Stockton Municipal Code Section 3.68.070 for an exception to the competitive bidding process.

2. Authorize a purchase agreement with FilmTec Corporation for membrane filters in the amount of $456,219.26.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Quote

12.11 22-0819 **APPROVE RESOLUTION ACCEPTING A DRIVING UNDER THE INFLUENCE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $493,723**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager, or designee, to accept a Driving Under the Influence Selective Traffic Enforcement Program grant award from the State of California Office of Traffic Safety in the amount of $493,723;

2. Authorize the City Manager, or designee, to execute Grant Agreement PT23181 and all related documents to carry out the purpose and intent of the grant award;

3. Amend the Fiscal Year 2022-23 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by $493,723; and

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Police

Attachments: Proposed Resolution - Grant Agreement PT23181

Exhibit 1 - Grant Agreement PT23181

12.12 22-0820 **APPROVE RESOLUTION ACCEPTING GRANT FUNDING FOR THE BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING GRANT IN THE AMOUNT OF $1,000,000 FOR THE SAFER STREETS AND SAFER COMMUNITIES PROGRAM**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept a Byrne Discretionary Community Project Funding Grant award allocation from the United States Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance in the amount of $1,000,000; and

2. Authorize the City Manager, or designee, to execute all grant award documents as required by the Bureau of Justice Assistance and accept applicable terms and conditions; and

3. Amend the Fiscal Year 2022-23 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by $1,000,000; and

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Police

Attachments: Proposed Resolution - BDC

Exhibit 1 - BDC

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

15.1 22-0766 APPROVE MOTION TO AUTHORIZE AN AGREEMENT WITH COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to:

1. Execute an agreement with the Community Partnership for Families of San Joaquin in the amount of $450,000 to provide Community Programs and Services for residents of Stockton.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 to justify and support an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: City Manager

Attachments: Attachment A - CPFSJ 2022 Contract

15.2 22-0737 **APPROVE A RESOLUTION TO AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF STOCKTON AND SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT (STEP)**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing the City Manager to execute a memorandum of understanding (MOU) between the City of Stockton and the San Joaquin Council of Governments for the Sustainable Transportation Equity Project (STEP).

It is also recommended that the resolution authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: City Manager

Attachments: Proposed Resolution

15.3 22-0889 **DISCUSSION OF PLANNING COMMISSIONER MEMBERSHIP**

Recommended Action: RECOMMENDATION

It is recommended that City Council discuss and provide guidance on membership eligibility for Planning Commissioners currently serving.

Department: City Clerk

16. HEARINGS**

16.1 22-0787 **PUBLIC HEARING TO ADOPT A RESOLUTION ACCEPTING THE 2022 REPORT ON WATER QUALITY PUBLIC HEALTH GOALS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council conduct a Public Hearing to accept and respond to public comment on the 2022 Report on Water Quality Public Health Goals. At the conclusion of the Public Hearing, it is recommended that the City Council adopt a resolution to accept the 2022 Report on Water Quality Public Health Goals (Exhibit 1 to the Resolution).

If is also recommended that the City Manager be authorized to take the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Report of Water Quality

PPT - 16.1 - 2022 Public Health Goals

16.2 22-0547 **APPEAL OF THE PLANNING COMMISSION DENIAL OF A COMMISSION USE PERMIT AND DESIGN REVIEW TO ESTABLISH A RETAIL STOREFRONT CANNABIS BUSINESS AND AN ADMINISTRATIVE USE PERMIT TO ESTABLISH A RETAIL NON-STOREFRONT (DELIVERY ONLY) CANNABIS BUSINESS, IN AN EXISTING 4,375 SQUARE FOOT COMMERCIAL BUILDING AT 2521 WEST LANE (APPLICATION NO. P21-0602)**

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution to:

1. Reverse the Planning Commission's denial of a Commission Use Permit to allow the establishment of a proposed retailer storefront cannabis business, in accordance with the findings and subject to conditions in the proposed Resolution; and

2. Reverse the Planning Commission's denial of an Administrative Use Permit to allow a retail non-storefront (delivery only) cannabis business, in accordance with the findings and subject to conditions in the proposed Resolution; and

3. Reverse the Planning Commission's denial of Design Review for architectural modifications to an existing building, in accordance with the findings and subject to conditions in the proposed Resolution.

Department: Community Development

Attachments: Attachment A - Location Map, General Plan and Zoning Designation

Attachment B - Communication from Aspire Schools

Attachment C - Existing Commercial Cannabis Business Locations

Attachment D - Project Plans

Attachment E - Applicant Appeal

Proposed Resolution - Recommending Approval

Exhibit 1

PPT - 16.2 - 2521 West Lane

17. CITY MANAGER'S UPDATE

18. COUNCIL COMMENTS

19. ADJOURNMENT

INFORMATIONAL ITEMS

CERTIFICATE OF POSTING

I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on September 21, 2022 in compliance with the Brown Act.

Eliza R. Garza, CMC
City Clerk

By: _____

Deputy

**Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are a person with a disability and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8458, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 425 North El Dorado Street, Stockton, California 95202, during normal business hours. Such documents are also available on the City's website at www.stocktongov.com subject to staff's ability to post the documents before the meeting.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

File #: 22-0909, **Version:** 1

PROCLAMATION: NATIONAL FORENSIC SCIENCE WEEK - SEPTEMBER 18-24, 2022

File #: 22-0860, **Version:** 1

ACCEPT THE SINGLE AUDIT AND INDEPENDENT AUDITORS' REPORTS AND THE REPORT ON INTERNAL CONTROLS FOR THE YEAR ENDED JUNE 30, 2021

RECOMMENDATION

It is recommended that the City Council accept by motion the Single Audit and Independent Auditors' Reports and the Report on Internal Control Related Matters Identified in the Audit for the year ended June 30, 2021.

Summary

Presented for the City Council's review is the City of Stockton's Single Audit and Independent Auditors' Reports (Attachment A) for the year ended June 30, 2021. On September 12, 2022, the Audit Committee received, reviewed, and accepted these audit reports. The Single Audit report identifies no new findings or questioned costs. Staff recommends that Council adopt the motion as proposed.

DISCUSSION

Background

Single Audit

The Single Audit and Independent Auditors' Reports (Attachment A) is an annual audit of federal awards or pass-through of federal awards to the City. The City's expenditures of federal awards in Fiscal Year 2020-21 totaled $44.6 million. The Single Audit report identifies no new findings or questioned costs.

Internal Control Related Matters

The Report on Internal Controls provides a review of the City's financial reporting systems and procedures that are used to ensure accurate financial statements. An internal control is designed to provide reasonable assurance that the City meets its objectives regarding the reliability of financial reporting, effectiveness, and efficiency of operations and compliance with applicable laws and regulations. The auditor considers the City's internal control over financial reporting during the design of audit procedures for financial statements. The auditors do not express any opinion on the effectiveness of the City's internal controls.

The auditors had no new findings in the report for the year ended June 30, 2021.

The auditors cleared two (2) findings from last year's report:

- 2020-001 (Internal control) was related to expenditures being greater than the amount received in the preparation of the Schedule of Expenditures of Federal Awards for the Community Development Block Grants. Economic Development Department separated each grant award and recorded expenditures respective to each grant.

- 2020-002 (Internal Controls) was related to timely filing of Quarterly Performance Reports on the CDBG - Neighborhood Stabilization Program.

FINANCIAL SUMMARY

There is no financial impact associated with accepting this item.

Attachment A - 2021 Single Audit and Independent Auditors' Reports

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ATTACHMENT A

City of Stockton

Stockton, California

Single Audit
and Independent Auditors' Reports

For the Year Ended June 30, 2021

THE PUN GROUP
ACCOUNTANTS & ADVISORS

City of Stockton
Single Audit Report
For the Year Ended June 30, 2021

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Independent Auditors' Reports:

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Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 3

Schedule of Expenditures of Federal Awards 5

Notes to the Schedule of Expenditures of Federal Awards 8

Schedule of Findings and Questioned Costs 10

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THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of Stockton
Stockton, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Stockton, California (the "City"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 4, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are require to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The Pun Group, LLP

Santa Ana, California
March 4, 2022

THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of Stockton
Stockton, California

Report on Compliance for Each Major Federal Program

We have audited the City of Stockton, California's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and condition of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 4, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming our opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditure of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The Pun Group, LLP

Santa Ana, California
September 1, 2022, except for the Schedule of Expenditures of Federal Awards, which is as of March 4, 2022

City of Stockton
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Housing and Urban Development				
Direct Program:				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grants/Entitlement Grants	14.218	B-17-MC-06-0026	$ 164,724	$ 164,724
Community Development Block Grants/Entitlement Grants	14.218	B-18-MC-06-0026	76,770	76,770
Community Development Block Grants/Entitlement Grants	14.218	B-19-MC-06-0026	224,919	224,919
Community Development Block Grants/Entitlement Grants	14.218	B-20-MC-06-0026	3,630,372	11,540
Community Development Block Grants/Entitlement Grants	14.218	Program Income	340,613	340,613
COVID-19 Community Development Block Grants/Entitlement Grants	14.218	B-20-MW-06-0026	2,140,006	-
Neighborhood Stabilization Program	14.218	B-08-MN-060009	2,431	-
Neighborhood Stabilization Program	14.218	B-11-MN-060009	6,279	-
Total CDBG - Entitlement Grants Cluster			6,586,114	818,566
Emergency Solutions Grant Program	14.231	E-20-MC-06-0026	280,921	268,600
COVID-19 Emergency Solutions Grant Program	14.231	E-20-MW-06-0026	39,816	-
Total Emergency Solutions Grant Program			320,737	268,600
HOME Investment Partnership Program	14.239	M-20-MC-06-0221	876,517	-
Total HOME Investment Partnership Program			876,517	-
Total U.S. Department of Housing and Urban Development			7,783,368	1,087,166
U.S. Department of Justice				
Direct Program:				
BJA FY20 Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-1296	50,227	-
Total Coronavirus Emergency Supplemental Funding			50,227	-
Community-Based Violence Prevention Program	16.123	2020-PB-BX-0021	26,942	-
Total Community-Based Violence Prevention Program			26,942	-
Pass-Through San Joaquin County District Attorney's Office:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-DJ-BX-0982	94,030	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2018-DJ-BX-0823	110,306	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-DJ-BX-0623	137,156	20,902
Total Edward Bryne Memorial Justice Assistance Grant Program			341,492	20,902
Total U.S. Department of Justice			418,661	20,902
U.S. Department of Transportation				
Pass-Through State of California Department of Transportation:				
Highway Planning and Construction Cluster:				
March Ln Adaptive TCS	20.205	CML-5008(127)	52,950	-
Filbert/Miner Traffic Sig	20.205	CML-5008(130)	475,430	-
West Lane Ped Access Imp	20.205	HSIPL-5008(136)	3,297	-
BUS RAPID TRANSIT I-B	20.205	CML-5008(148)	285,516	-
Bus Rapid Transit Phase V	20.205	CML-5008(149)	10,374	-
Install/Upgrade Bike FAC	20.205	CML-5008(150)	7,535	-
THORNTON At HAMMER &LOWER	20.205	CML-5008(156)	6,915	-
BRIDGE REHAB/REPLACEMENT	20.205	BPMP-5008(157)	59,723	-

See accompanying Notes to the Schedule of Expenditures of Federal Awards.

City of Stockton
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Transportation (continued)				
Pass-Through State of California Department of Transportation (Continued):				
Highway Planning and Construction Cluster (Continued):				
HAWK PED SIGNAL INSTALL	20.205	HSIPL-5008(151)	5,981	-
Guardrail, Transition Rail	20.205	HSIPL-5008(152)	3,907	-
Miner Ave Complete St. Ph 1	20.205	ATPL-5008(158)	1,620,946	-
HUNTER ST DIET/BIKE INSTAL	20.205	HSIPL-5008(155)	5,377	-
WST LN TRS CONTROL SYS	20.205	CML-5008(165)	10,923	-
High Friction Treatment	20.205	HSIPL-5008(153)	17,087	-
Bear Crk/Pixley Sl Bike	20.205	CML-5008-(175)	44,193	-
BRIDGE REHAB/REPLACEMENT	20.205	BPMPL-5008(177)	5,036	-
Closing gaps to School	20.205	ATPCML-5008-(178)	59,176	-
HSIP 8 CONVT SIGNL FR PED	20.205	HSIPL-5008(166)	8,427	-
HSIP 8 INSTALL GUARDRAILS	20.205	HSIP-5008(168)	934,651	-
HSIP 8 INSTALL PED XNG 9	20.205	HSIPL-5008(161)	92,615	-
HSIP 8 RAISED MED @ MLK	20.205	HSIPL-5008(167)	284,646	-
HSIP 8 RAISED MED @ PACIF	20.205	HSIPL-5008(164)	17,016	-
HSIP 8 RAISED MED @ EL DO	20.205	HRRRL-5008(163)	46,542	-
HSIP 8 ROAD DIET @ EL DO	20.205	HSIPL-5008(162)	5,553	-
LT TURN ADD @ VARIOUS LOC	20.205	CML-5008(169)	1,614,378	-
LINCOLN / 8TH ROUNDABOUT	20.205	CML-5008(176)	33,581	-
MARCH LN EBMUD BIKE & PED	20.205	CML-5008(179)	19,398	-
MONTAUBAN/HAMMERTOWN RND	20.205	CML-5008(174)	9,263	-
Pacific Ave/March Ln Intersection Mod	20.205	CML-5008(181)	54,945	-
Real Time Traffic Flow Monitoring	20.205	CML-5008(180)	66,669	-
TAM O'SHANTER/KNICKERBOCK	20.205	CML-5008(173)	13,498	-
HSIP 9-LT DORADO/MARVH	20.205	HSIPL-5008(183)	52,142	-
HSIP 9-LT AIRPORT/HAZELTN	20.205	HSIPL 5008(184)	128,918	-
HSIP 9-SIDEWLK MED MLK BL	20.205	HSIPL-5008(186)	38,033	-
HSIP 0-REC RPD FLSH BCONS	20.205	HSIPL-5008(185)	16,294	-
19-20 ST RESURFAC ON FED	20.205	STPL-5008(190)	23,648	-
TRANSP MGMT CTR EQUIP UPG	20.205	CML-5008(191)	12,192	-
ARCH-AIRPORT RD TS SYNCH	20.205	CML-5008(192)	54,987	-
ALPINE & ALVARADO 3-WY TS	20.205	CML-5008(193)	15,692	-
Total Highway Planning and Construction Cluster:			6,217,454	-
Pass-Through State of California Office of Traffic Safety:				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	PT20125	59,079	-
State and Community Highway Safety	20.600	PT21067	130,948	-
Total Highway Safety Cluster			190,027	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT20125	55,084	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT21067	177,687	-
Total Minimum Penalties for Repeat Offenders for Driving While Intoxicated			232,771	-
Total U.S. Department of Transportation			6,640,252	-

See accompanying Notes to the Schedule of Expenditures of Federal Awards.

City of Stockton
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Treasury				
Pass-Through State of California Department of Finance:				
Coronavirus Relief Fund	21.019	N/A	27,170,185	-
Direct Program:				
COVID-19 Emergency Rental Assistance	21.023	N/A	1,926,983	-
Total U.S. Treasury			29,097,168	-
U.S. Environmental Protection Agency				
Direct Program:				
Brownfields Assessment and Cleanup Cooperative	66.818	99T74401	86,195	-
Total U.S. Environmental Protection Agency			86,195	-
U.S. Department of Homeland Security				
Direct Program:				
Assistant to Firefighters Grant (AFG)	97.044	EMW-2018-FO-04270	478,179	-
COVID-19 Assistant to Firefighters Grant (AFG)	97.044	EMW-2020-FG-00464	100,414	-
Total Assistant to Firefighters Grant (AFG)			578,593	-
Total U.S. Department of Homeland Security			578,593	-
Total Expenditures of Federal Awards			$ 44,604,237	$ 1,108,068

See accompanying Notes to the Schedule of Expenditures of Federal Awards.

City of Stockton
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Note 1 – Reporting Entity

The financial reporting entity consists of the primary government, City of Stockton, California (the "City"), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The City Council acts as the governing body and is able to impose its will on the following organizations, establishing financial accountability:

- The Stockton Public Financing Authority
- Fiduciary Component Unit:
  - Successor Agency of the Former Redevelopment Agency of the City of Stockton

Note 2 – Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of City under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of City, it is not intended to and does not present the financial position of the City.

Note 3 – Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 4 - Indirect Cost Rate

The City has not elected to use the 10 percent de-minimis indirect rate as allowed under Uniform Guidance.

City of Stockton
Notes to the Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2021

Note 5 – Subrecipients

During the year ended June 30, 2021, the City provided federal funds to the following recipients:

Emergency Shelter Grant (ESG) Program Subrecipients:		
Central Valley Low Income Housing Corp.	$	62,893
Gospel Center		31,840
Haven of Peace		19,685
St. Mary's Dining Room		54,255
Stockton Shelter		54,415
Women's Center		45,512
Total ESG Program Subrecipients	$	268,600
Community Development Block Grant (CDBG) Subrecipients:		
A Tavola Together		$10,000
Blasingame		5,000
Bobbie Jeans		5,000
Brandie Spencer		10,000
Bread of Life		15,000
Child Abuse Prevention Council		5,679
Community Center for the Blind		13,991
CPR Cert		5,000
Downtown Stockton Alliance		77,975
Emergency Food Bank		43,500
Gospel Center		75,024
Grassroots		5,000
Kelly's Angels		25,381
Launch Pad		24,000
Meals on Wheels		12,000
Mexican Heritage Center		40,000
Oracles of Truth		25,000
Rainbow Velvet		5,000
SB Films		5,000
Second Harvest Food Bank		30,000
SJ Fair Housing		181,401
Stockton Impact Corps		30,000
Stockton Shelter		111,615
Tuleburg Press		48,000
Valonne Smith		5,000
Young Rembrandts		5,000
Total CDBG Subrecipients		$818,566
Edward Byrne Memorial Justice Assistance Grant Program Recipients:		
SJC Sheriff	$	20,902
Total Edward Byrne Memorial Justice Assistance Grant Program Recipients	$	20,902

City of Stockton
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

Section I – Summary of Auditor's Results

Financial Statements

Types of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major federal programs:

Assistance Listing Number(s)	Name of Federal Program or Cluster	Expenditures
21.019	Coronavirus Relief Fund	$ 27,170,185
21.023	Emergency Rental Assistance Program	1,926,983
97.044	Assistance to Firefighters Grant	578,593
	Total Expenditures of All Major Federal Programs	$ 29,675,761
	Total Expenditures of Federal Awards	$ 44,604,237
	Percentage of Total Expenditures of Federal Awards	66.53%

Dollar threshold used to distinguish between type A and type B programs:	$1,338,127
Auditee qualified as low-risk auditee under 2 CFR 500.520?	Yes

City of Stockton
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2021

Section II – Financial Statements Findings

A. Current Year Findings– Financial Statement Findings

No current year financial statement findings and questioned costs were noted.

B. Prior Year Findings – Financial Statement Findings

No prior year financial statement findings and questioned costs were noted.

City of Stockton
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2021

Section III – Federal Awards Finding and Questioned Costs

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No current year findings and questioned costs were noted.

City of Stockton
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2021

Section III – Federal Awards Finding and Questioned Costs (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

2020-001 Internal Control Over Preparation of Schedule of Expenditures of Federal Awards Information on the Federal Programs:

Information of the Federal Program:
Community Development Block Grants / Entitlement Grants, (Assistance Listing Number 14.218, U.S. Department of Housing and Urban Development, Award Numbers B-17-MC-06-0026, B-18-MC-06-0026, and B-19-MC-06-0026), Emergency Solutions Grant Program (Assistance Listing Number 14.231, U.S. Department of Housing and Urban Development, Award Numbers E-18-MC-06-0026 and E-19-MC-06-0026), and Highway Planning and Construction Cluster (Assistance Listing Number 14.218, U.S. Department of Transportation, Pass-Through State of California Department of Transportation, Award Numbers HSIPL-5008(161) and CML-5008(169)).

Condition:
During our reviewing of the Schedule of Expenditures of Federal Awards ("SEFA") provided by the City, we noted that the following grants did not have accurate expenditure total respective to each grant award number as expenditures showed more than the grant received total.

Federal Grantor/Pass-Through Grantor Program Title	CFDA Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Housing and Urban Development				
Direct Program:				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grants/Entitlement Grants	14.218	B-19-MC-06-0026	$ 5,567,348	$ 771,161
Emergency Solutions Grant Program	14.231	E-19-MC-06-0026	455,714	438,015
U.S. Department of Transportation (continued)				
Pass-Through State of California Department of Transportation:				
Highway Planning and Construction Cluster:				
HSIP 8 INSTALL PED XNG 9	20.205	HSIPL-5008(161)	1,444,284	-
LT TURN ADD @ VARIOUS LOC	20.205	CML-5008(169)	24,303	-

Recommendation:
We recommend that the City implement procedures to ensure that complete and accurate information of each grant is reported on the SEFA prepared by the City.

Status:
Findings were resolved during the year ended June 30, 2021.

City of Stockton
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2021

Section III – Federal Awards Finding and Questioned Costs (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)

2020-002 Reporting – Internal Controls and Compliance over Reporting

Information of the Federal Program:
CDBG – Entitlement Grants Cluster / Neighborhood Stabilization Program (Assistance Listing Number 14.218, U.S. Department of Housing and Urban Development, Award Number B-08-MN-060009 and B-11-MN-060009.

Condition:
The City did not submit the required Quarterly Performance Report, Disaster Recovery Grant Reporting (DRGR), that are due each quarter for the fiscal year quarter 3 (January 2020 to March 2020) and for the fiscal year quarter 4 (April 2020 to June 2020).

Recommendation:
We recommend that the City implement procedures to ensure timely filing of required Quarterly Performance Report for NSP 1 and 3 program.

Status:
Findings were resolved during the year ended June 30, 2021**.**

File #: 22-0752, **Version:** 1

APPROVE AN ORDINANCE ADDING TITLE 8, CHAPTER 8.100, TO THE STOCKTON MUNICIPAL CODE RELATING TO PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS

RECOMMENDATION

It is recommended that the City Council approves an ordinance adding Title 8, Chapter 8.100, to the Stockton Municipal Code relating to protection of critical infrastructure and wildfire risk areas.

Summary

A principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with critical infrastructure, which includes but is not limited to (i) infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation; (ii) utilities including communication, water, and waste disposal; and (iii) waterways and water sources along with attendant infrastructure including levees and bridges. Destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes, often by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

DISCUSSION

Background

The City has a documented history of issues with encampments along various waterways, including Calaveras River and Smith Canal. Related problems include illegal dumping, fires, trespassing, damage to property, contamination of the waterways, and destruction of fencing which facilitates further illegal activity and creates a safety concern. Staff have received large numbers of calls for service and complaints through Ask Stockton related to the above-referenced waterways.

Much of the City exists in a flood plain. Detailed regional flood information can be found at https://www.sjafca.org, the website for the San Joaquin Area Flood Control Agency. The continued integrity of local levees is essential to protecting the City from flooding. Encampments placed on or around levees can serve to weaken them. For example, an individual may dig up a levee to create level ground for a tent and trench around a tent to make a drainage ditch for rain runoff. Officials from reclamation districts rely on assistance from the City to remove individuals who compromise the levy system.

While prior Legislative Committee comments have indicated waterways to be a prime candidate for added protection, a new ordinance could also protect additional critical infrastructure which can benefit the public health, safety, and welfare. By means of example, the Fire Department notes that

many arsons involve encampments or transient issues. Public health and safety concerns are elevated when these encampments and other transient activities are situated on or near critical infrastructure and wildfire risk areas.

The United States Court of Appeals for the Ninth Circuit held in *Robert Martin et al. v. City of Boise* (2019) 920 F.3d 584 that "the Eighth Amendment prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter." The Ninth Circuit provided the following caveat in footnote 8 of Martin:

> "Our holding does not cover individuals who do have access to adequate temporary shelter, whether because they have the means to pay for it or because it is realistically available to them for free, but who choose not to use it. Nor do we suggest that a jurisdiction with insufficient shelter can never criminalize the act of sleeping outside. Even where shelter is unavailable, an ordinance prohibiting sitting, lying, or sleeping outside at particular times or in particular locations might well be constitutionally permissible. So, too, might an ordinance barring the obstruction of public rights of way or the erection of certain structures. Whether some other ordinance is consistent with the Eighth Amendment will depend, as here, on whether it punishes a person for lacking the means to live out the "universal and unavoidable consequences of being human" in the way the ordinance prescribes."

Present Situation

The Environmental and Legislative Committee, at its July 20, 2022 meeting, approved a proposed ordinance for review and input from City departments and City Council approval.

A new ordinance protecting critical infrastructure would be an exercise of the City's authority to protect the public health, safety, and welfare as recognized by the Ninth Circuit in footnote 8. Such an ordinance would not punish a person for lacking the means to live out the "universal and unavoidable consequences of being human." Rather, such an ordinance would be geographically limited. Possible summary abatement under such an ordinance would not apply to the entirety of the City. It would be limited to real property upon which the presence of unauthorized persons and personal property poses a heightened threat to the health and safety of residents.

Current Abatement Process

City currently relies on general trespassing and right of way obstruction laws to facilitate abatement, such as SMC sections 9.28.050 and 9.64.030 or the California Penal Code.

On public right of ways and on City-owned property, SPD Strategic Community Officers (SCOs) post 72-hour notices to vacate. The notices provide the date and time abatement will occur, inform an individual how to collect abated property of value, and a list of resources including food banks, shelters, and counseling services. The notices are in English and Spanish.

For private property, the City enforces laws on trespassing with respect to the removal of persons, but cleanups are the responsibility of the property owner.

Existing trespassing and right of way obstruction laws in the SMC are not designed to address

abatement of encampments within sensitive areas. For instance, City's trespassing ordinance can only be enforced on property where "No Trespassing" signs are properly posted. SPD can utilize California Penal Code sections which prohibit trespassing generally to effectuate removal. However, a new City ordinance provides clarity and specificity to City staff and the public at large.

New Ordinance - Locations

A new ordinance would enable City staff to abate encampments upon or within 25 feet of covered areas. Categories of covered areas could include:

1. Levees;
2. Sloughs;
3. Wildfire risk areas; and
4. Other areas designated as Critical Infrastructure by the City.

The fourth category of locations is a list of critical infrastructure designated by the City. The list will be prepared by the City Manager and presented to Council for approval and modification, with the first version of the list included as an exhibit to the ordinance.

New Ordinance - Abatement Process

A new ordinance would provide a notice period before an illegal encampment could be abated. Such a notice would include reference to applicable law, notify camp dwellers of the time by which their property must be removed before abatement activity may occur, warn that certain property may be disposed of if abated, and note how one may collect removed property.

City's current practice is to provide 72 hours of notice for cleanups on City property. The City of Sacramento provides for 24 hours of notice in their ordinance. The notice period is the minimum amount of time provided; in practice, more time may elapse before abatement occurs. Abatement could occur on private property with permission from the owner. Without permission, a non-compliant owner could be handled as a routine code enforcement violation for a public nuisance.

An ordinance could also allow for an exception to the notice requirement where a violation poses an imminent threat to public health or safety.

New Ordinance - Penalties

Violation of the ordinance subjects an individual to criminal sanctions, civil actions, and/or administrative citations. The civil penalty would accrue on each day a violation persists.

New Ordinance - Limitations

There are limitations in the ordinance discussed herein. The ordinance does not create additional staff positions or allocate additional funding to abatement efforts, so the City's capacity to remove encampments is not changed. Further, the ordinance does not prevent removed individuals from re-establishing encampments after abatement - a phenomena regularly observed by staff. That being said, an ordinance still provides the City a useful tool to abate unsafe encampments in sensitive areas.

FINANCIAL SUMMARY

There is no direct impact to the General Fund as a result of passing this ordinance.

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ORDINANCE NO.

AN ORDINANCE ADDING TITLE 8, CHAPTER 8.100, TO THE STOCKTON MUNICIPAL CODE RELATING TO PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. AMENDMENT OF CODE

Title 8, Chapter 8.100, Sections 8.100.010, 8.100.020, 8.100.030, 8.100.040, 8.100.050, and 8.100.060 are added to the Stockton Municipal Code and shall read as follows:

8.100.010 Findings and purpose.

The City Council finds as follows: (1) a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities including communication, water, wastewater, stormwater, and waste disposal; (2) destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, obstructing access, or other causes; and (3) destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

The purpose of this chapter is to mitigate the threat of fire and other potential causes of destruction and damage to, and interference with, critical infrastructure, in order to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near critical infrastructure.

8.100.020 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

“Camp” means to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, vehicles, vehicle camping outfits or temporary shelter.

“Camp paraphernalia” includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, and similar equipment.

“Critical infrastructure” means each of the following:

1. Levees;

2. Sloughs, rivers, canals, and waterways; or

3. Real property or a facility, whether privately or publicly owned, as approved by action of the City Council, that the City Manager designates as being so vital and integral to the operation or functioning of the City that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare.

Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennas, bridges, roads, train tracks, or drainage systems; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources; and parks.

“Debris” means building and construction materials, garbage, refuse, wreckage, spoiled or ruined household goods, and similar material.

“Facility” means a building, structure, equipment, system, or asset.

“Garbage” means discarded household items, objects, or materials for which there is no use or reuse intended.

“Hazardous waste” has the same meaning as in California Public Resources Code section 40141.

“Infectious waste” has the same meaning as in California Code of Regulations, title 14, section 17225.36.

“Solid waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage; ashes; industrial waste; demolition and construction waste; discarded home and industrial appliances; abandoned vehicles and vehicle parts; dewatered, treated, or chemically fixed sewage that is not hazardous waste; manure; dirt; soil, rock, gravel, sand, or other aggregate material; and other discarded solid and semisolid waste.

“Wildfire risk area” has the same meaning as in California Code of Regulations, title 24, part 9, section 202.

8.100.030 Prohibited activities.

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia, or for a property owner to allow such activity to occur, at the following locations:

1. Critical infrastructure;

2. Within 30 feet of critical infrastructure;

3. Within 30 feet of the property line of any parcel enclosing critical infrastructure;

4. Within 30 feet of a vehicular or pedestrian entrance or exit of critical infrastructure;

5. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including but not limited to members of law enforcement, fire prevention, or emergency medical services agencies; or

6. In a wildfire risk area.

B. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in the following locations without the written consent of the owner, except as otherwise provided by action of the City Council:

1. Critical infrastructure;

2. Within 30 feet of critical infrastructure;

3. Within 30 feet of the property line of any parcel enclosing critical infrastructure;

4. Within 30 feet of a vehicular or pedestrian entrance or exit of critical infrastructure;

5. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including but not limited to members of law-enforcement, fire-prevention, or emergency-medical-services agencies; or

6. Wildfire risk area.

C. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to prohibit or make unlawful the activities of a property owner or other lawful user if such activities are expressly authorized by the Stockton Development Code or other laws, ordinances, and regulations.

8.100.040 Summary abatement.

A. Any violation of section 8.100.030 may be abated by the City upon 24 hours of prior notice by way of posting notice conspicuously on or in front of property; but a violation of section 8.100.030 may be abated immediately by the City without prior notice, if the violation poses an imminent threat to public health or safety.

B. Abatement pursuant to subsection A may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or debris; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.

8.100.050 Interference with summary abatement.

No person shall willfully prevent, delay, resist, obstruct, or otherwise interfere with a City official, employee, contractor, or volunteer in their execution of an abatement pursuant to this chapter.

8.100.060 Violation—Penalty.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is guilty of a misdemeanor and subject to criminal sanctions pursuant to Chapter 1.08.

B. Violations of this chapter are hereby declared to be a public nuisance.

C. Any person who violates a provision of this chapter is liable for civil penalties in the minimum amount of $250 and a maximum amount of $25,000 for each day a violation continues.

D. Any person who violates a provision of this chapter is subject to administrative penalties to reimburse the City for all costs, including time, services, and materials, needed to abate a violation of this chapter and hold violator(s) accountable unless the City waives such reimbursement in whole or in part. The hourly rate used to compute the time spent to investigate, document, and abate a violation for purposes of reimbursement shall be the actual costs. Costs may be assessed against the violator and the owner of property where the violation occurred as a personal obligation, lien against the subject premises, or both. Administrative penalties may be appealed within 10 calendar days from the date of a notice of violation in accordance with Chapter 1.44.

E. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the City from the pursuit of any other remedy to enforce this chapter.

SECTION II. CRITICAL INFRASTRUCTURE LIST

The City Council approves of the Critical Infrastructure List included as Attachment A to this ordinance. Properties and facilities on the Critical Infrastructure List shall be included in the definition of critical infrastructure for Chapter 8.100 of the code.

SECTION III. SEVERABILITY

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION IV. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN, II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

ORDINANCE EXHIBIT A

Critical Infrastructure List

In addition to those properties and facilities already defined as critical infrastructure by Chapter 8.100 of the Stockton Municipal Code (SMC), the following properties and facilities are deemed critical infrastructure for purposes of that chapter:

- Roads[1]
- Sidewalks[1]
- Bike paths[1]
- Bridges
- Underpasses
- Parks[2]
- Sports fields/complexes
- Parking lots
- Community centers
- Stockton Civic Auditorium
- City Permit Center
- City Hall
- Police stations and training facilities
- Fire stations and training facilities
- Libraries
- Storm and Sanitary Pump Stations
- All Storm system access locations (catch basins, manholes, lampholes)
- Open storm conveyance (ditches, lake structures, retentions and detention basins)
- All Sanitary system access locations (manholes and lampholes)
- Pipes, valves, meters, vaults, hydrants and appurtenances
- Water Sampling stations and associated equipment
- Well Sites, all equipment, and tanks
- Water Storage Reservoirs, all equipment, and sites
- Intake Pumping Station and pipes
- Delta Water Treatment Plant (entire site)
- North Stockton Pipeline Ammonia Facility
- Groundwater Recharge Basin site, structure, and equipment
- All Water Division sites and property
- Regional Wastewater Control Facility
- Sewer pump stations
- Back-flow preventers, whether public or private
- All discharge pipes, and associated appurtenances, into area waterways

[1] SMC section 8.100.030(A)(2)-(4) and (B)(2)-(4) do not apply.

[2] If there is no shelter space available in the City then for that particular day and the next day, SMC section 8.100.030 shall not be enforceable at parks with respect to the following: bedroll, cot, sleeping bag, and personal property (but not other camp facilities or camp paraphernalia), all occupying no grater than 75 square feet measured from the center of the primary living space, but not within 30 feet of any playground, restroom, or picnic shelter. All other restrictions apply.

- All sewer system access, such as manholes, clean-outs, lampholes, etc.
- All underground pipe systems (with the H2S levels in the collection system a match or cigarette dropped in a manhole could trigger an explosion).

Severability. If any section or item of this list, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the list which can be given without the invalid provisions or application, and to this end the provisions of this list are severable.

File #: 22-0684, **Version:** 1

RESOLUTION TO ADOPT THE SUMMARY VACATION OF A PORTION OF RIGHT- OF- WAY AT "E" STREET

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1) Approving the summary vacation of a portion of the public right-of-way at "E" Street.

2) Authorizing the reservation of a public utility easement.

3) Authorizing the filing of a Notice of Exemption No. 25-22 under the California Environmental Quality Act for the vacation of a portion of public right-of-way at "E" Street; and

4) Authorizing the City Manager, or designee, to take all the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Summary

The applicant, Arellano Properties, Inc., is requesting the vacation of a portion of the public right-of-way at "E" Street and Hackberry Lane. The proposed vacation area is impassable to public vehicle traffic. Presently, there are utilities in the proposed vacation area, and a public utility easement will be reserved over the area to accommodate them.

DISCUSSION

Background

The applicant owns the real property at 2303 Hackberry Lane, adjacent to the proposed vacation area. The proposed vacation area runs north to south between the railroad tracks and "E" Street (Attachment A-Vicinity Map and Attachment B-Aerial Map).

The applicant is requesting the vacation to allow room to build on their vacant parcel.

Present Situation

The applicant is the owner of the adjacent parcel to the proposed vacation area. The proposed area to be vacated consists of 6,000 square feet.

The Public Works, Community Development, Municipal Utilities, Police and Fire Departments, and local utilities were notified of the proposed vacation at this site, and no objections were received.

The City may perform this proposed vacation as a summary vacation under Division 9, Part 3, Section 8331, et. seq., of the California Streets and Highway Code and a public hearing is not required. That code section provides, in relevant part, that:

> "The legislative body of a local agency may summarily vacate a street or highway if both of the following conditions exist: (a) For a period of five consecutive years, the street or highway has been impassable for vehicular travel. (b) No public money was expended for maintenance on the street or highway during such period."

The proposed vacation area has been impassable for vehicular travel for more than five years, and the City has spent no public funds to maintain the area in the last five years. Consequently, it is recommended that the City Council approve the proposed resolution.

ENVIRONMENTAL CLEARANCE

It has been determined by the Community Development Department that this project is "Categorically Exempt" under California Environmental Quality Act (CEQA) guidelines and is granted a "general rule exemption" under Section 15061 (B)(3), since there is no possibility that the activity in question would have significant effect on the environment and the activity is not subject to CEQA.

In accordance with Section 65402 of the Government Code, it has been determined that this project or action conforms to the City's General Plan designation for the site and with the General Plan Policy Document, as amended.

FINANCIAL SUMMARY

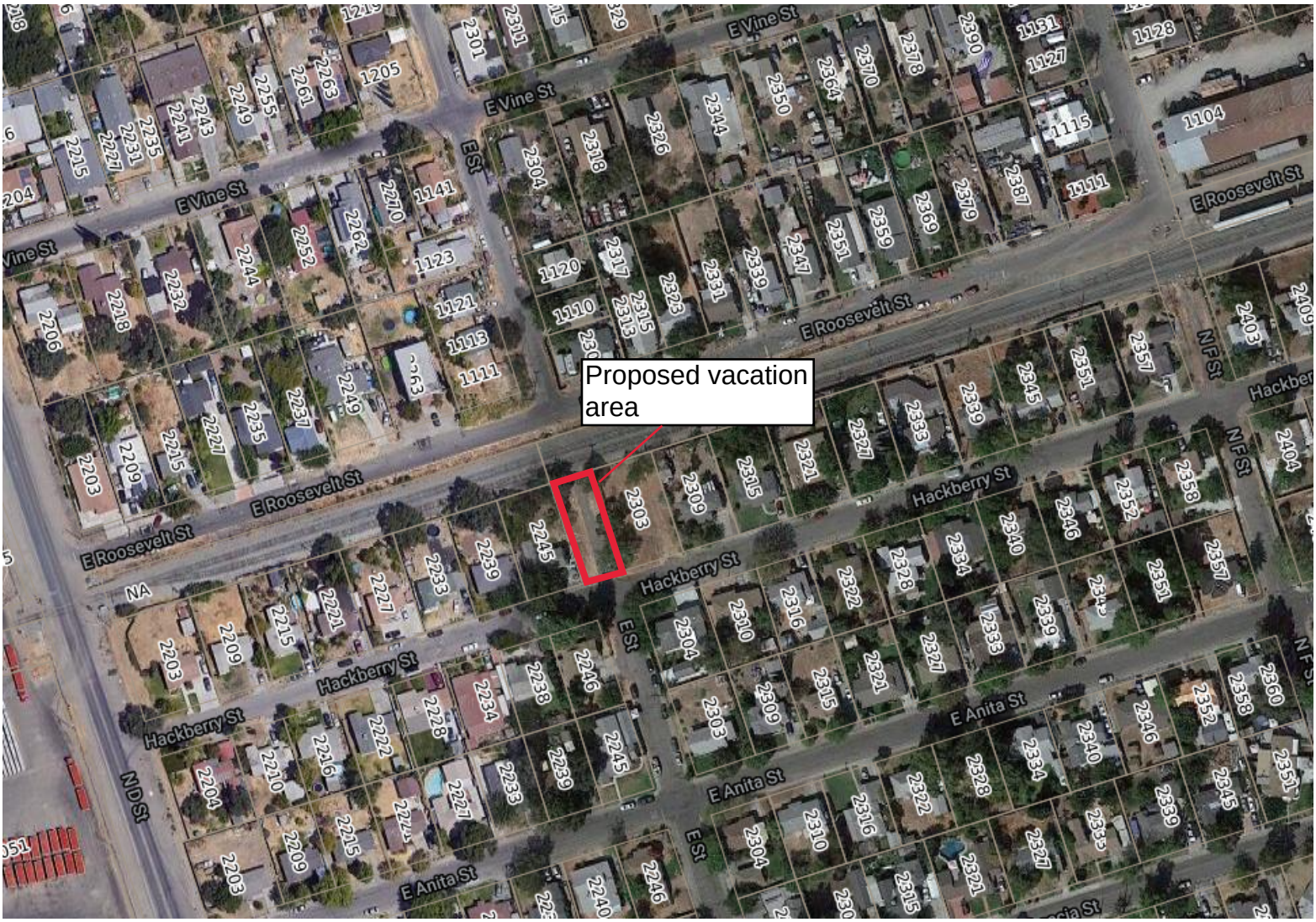
There is no financial impact to the City's General Fund or any other unrestricted fund as a result of this action. The applicant, Arellano Properties, Inc., has paid the necessary fees to process these abandonments. To receive these fees, the amount has been budgeted in the adopted Fiscal Year 2022-23 Community Development Department - Development Services Fund, Planning and Engineering Division.

Attachment A - Vicinity Map
Attachment B - Aerial Map

VICINITY MAP ATTACHMENT A



AERIAL MAP ATTACHMENT B



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE SUMMARY VACATION OF A PORTION OF PUBLIC RIGHT-OF-WAY AT "E" STREET AND RESERVING A PUBLIC UTILITY EASEMENT

The proposed abandonment is located at a "E" Street and Hackberry Lane; and

Arellano Properties, Inc, the adjacent property owner, is requesting the vacation of a portion of right-of-way;

The City may perform a summary vacation under Division 9, Part 3, section 8331, *et seq*., of the California Streets and Highway Code and a public hearing is not required when the area has been impassable for vehicular travel for at least five years and no public money was expended for maintenance during such period; and

All City Departments and local utilities were notified and there were no objections to the proposed abandonment; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. This action is taken pursuant to Chapter 4 of Part 3 of the California Streets and Highways Code section 8331, *et seq*., the Summary Vacation Procedure of the Public Streets, Highways, and Service Easements Vacation Law.

2. That all City Departments and local utilities were notified and there were no objections to the proposed abandonment.

3. It is hereby found and determined that the subject property meets the criteria set forth in the Streets and Highways Code section 8331, provided below in relevant parts:

> "The legislative body of a local agency may summarily vacate a street or highway if both of the following conditions exist: (a) For a period of five consecutive years, the street or highway has been impassable for vehicular travel. (b) No public money was expended for maintenance on the street or highway during such period."

4. The City Council hereby authorizes that the public right-of-way located at "E" Street and Hackberry Lane, more particularly described in Exhibits 1-2, attached hereto and incorporated herein by reference, is hereby declared to be

vacated and public utility easement as described in Exhibit 2 be reserved by this order.

5. That the City Manager authorized to approve the filing of Notice of Exemption No.25-22 under CEQA, a copy of which is attached as Exhibit 3, attached hereto and incorporated herein by reference.

6. In accordance with section 65402 of the Government Code, this project/activity has been determined to conform to the City's General Plan Policy Document, as amended.

7. Arellano Properties, Inc has paid the necessary fees to process this vacation.

8. That the City Manager, or designee, is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, AND ADOPTED September 27, 2022.

_____
KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

AUGUST 5, 2022

EXHIBIT "A"
LEGAL DESCRIPTION FOR ABANDONMENT OF A PORTION OF "E" STREET

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 43, EL RANCHO DEL CAMPO DE LOS FRANCESES, CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF TRACT NO. 40 OF "EL RICARDO TERRACE RESUBDIVISION", FILED FOR RECORD FEBRUARY 17, 1940 IN BOOK 11 OF MAPS AND PLATS, PAGE 46, SAN JOAQUIN COUNTY RECORDS, AND BEING ALSO A POINT ON THE NORTH LINE OF HACKBERRY STREET (50 FEET WIDE); THENCE ALONG THE NORTH LINE OF SAID HACKBERRY STREET, NORTH 72°27'30" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID "EL RICARDO TERRACE RESUBDIVISION"; THENCE ALONG THE WEST LINE OF SAID LOT 9, AND BEING ALSO THE EAST LINE OF "E" STREET (50 FEET WIDE), NORTH 18°13'00" WEST, 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, AND BEING ALSO A POINT ON THE SOUTH LINE OF STOCKTON TERMINAL AND EASTERN RAILROAD; THENCE ALONG SAID SOUTH LINE OF SAID STOCKTON TERMINAL AND EASTERN RAILROAD, SOUTH 72°27'30" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, AND THE WEST LINE OF SAID "E" STREET; THENCE ALONG THE EAST LINE OF SAID LOT 8 AND BEING ALSO THE WEST LINE OF SAID "E" STREET, SOUTH 18°13'00" EAST, 120.00 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 6,000 SQUARE FEET, MORE OR LESS.

A PUBLIC UTILITY EASEMENT SHALL BE RETAINED FOR THE PROPERTY DESCRIBED ABOVE.

END OF DESCRIPTION

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

PREPARED BY:

ZACHARY C. WONG, L.S. 7600

LICENSED LAND SURVEYOR
ZACHARY C. WONG
NO. 7600
EXP. 12-31-22
STATE OF CALIFORNIA

4752A

EXHIBIT B

LEGEND:

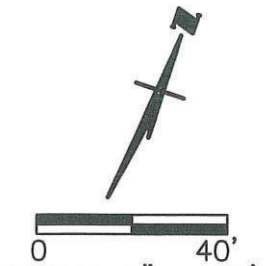
P.O.B. POINT OF BEGINNING
M&P MAPS & PLATS, BOOK–PAGE
SF SQUARE FEET

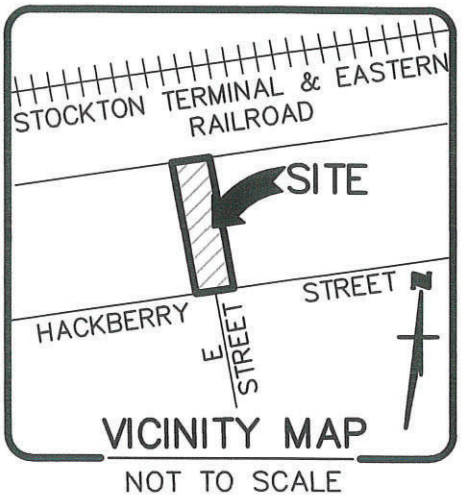
REFERENCES:

(A) M&P 11–46

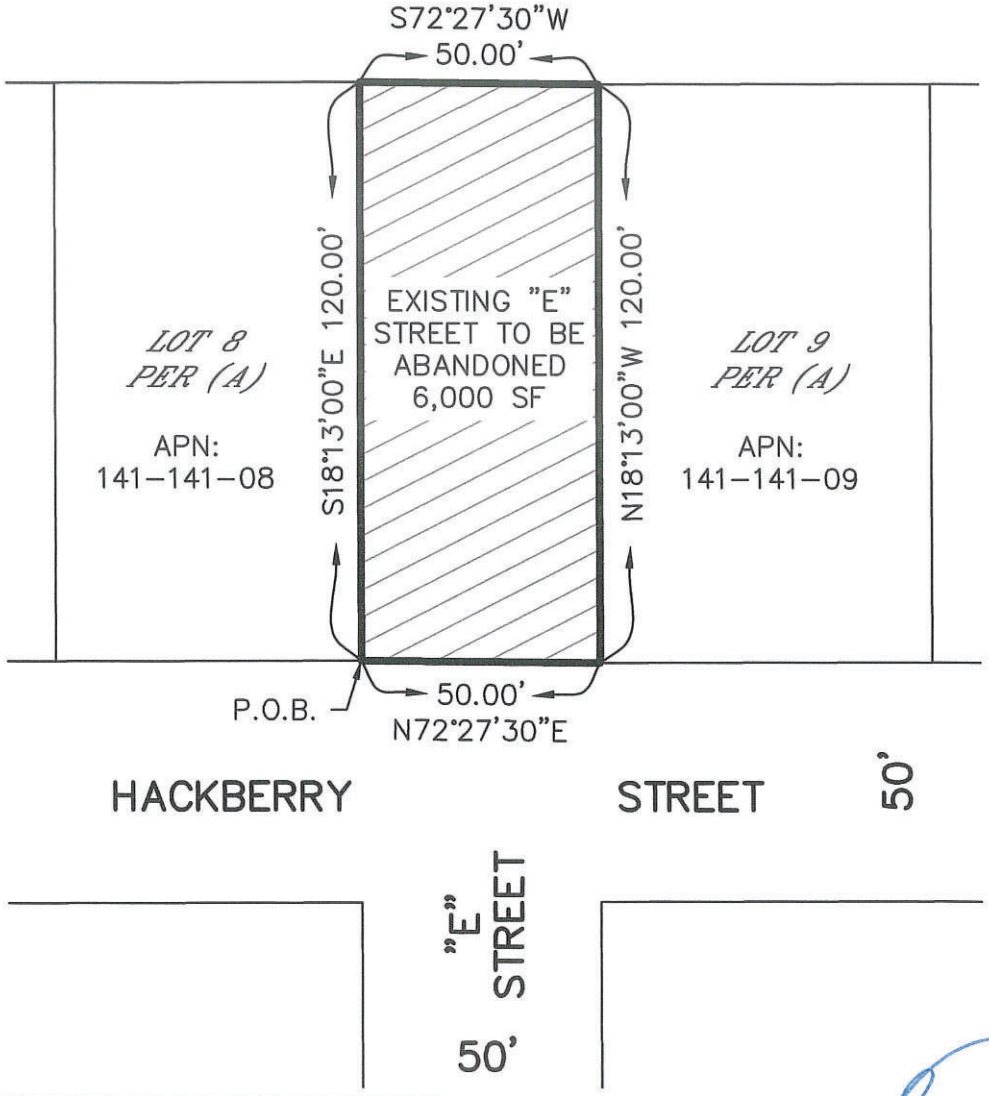
NOTES:

–ALL REFERENCES ARE SAN JOAQUIN COUNTY RECORDS.
–A PUBLIC UTILITY EASEMENT SHALL BE RETAINED FOR THE PROPERTY DESCRIBED IN THIS PLAT.





STOCKTON TERMINAL & EASTERN RAILROAD



NO.	REV. DATE	BY	APRVD.

DWG. BY WONG ENG., INC.	ABANDONMENT OF EXISTING "E" STREET	APPROVED BY CITY ENGINEER
CH. BY	CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS	DATE 8/15/22
SCALE 1"=40'		DRAWING NO. 1 OF 1

4752A

EXHIBIT 3

MEMORANDUM

July 21, 2022

TO: Amanda Thomas, Real Property Agent
Economic Development Department

FROM: Nicole D. Moore, LEED-AP, Contract Planner
Community Development Department

SUBJECT: **CEQA NOE 25-22 – E STREET RIGHT-OF-WAY ABANDONMENT**

The Community Development Department received a request to review the above-referenced project for conformity with the Stockton General Plan and make an environmental determination pursuant to the California Environmental Quality Act (CEQA). Arellano Properties, Inc. is proposing to abandon the right-of-way on E Street at Hackberry Street . See attachment A for specific location.

In accordance with Government Code §65402, the Community Development Department determines the project is in conformance with the Stockton General Plan. This determination is based on, but not limited to, conformance with General Plan Policy, LU-6.3 (Land Use) stating, "Ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs."

Concerning the California Environmental Quality Act (CEQA) determination, the Community Development Department concludes the project is Categorically Exempt under CEQA Guidelines and is granted a 'general rule exemption' under Section 15061(B)(3) since there is no possibility that the activity in question would have significant effect on the environment and the activity is no subject to CEQA. The project is also not subject to any of the exceptions to the use of a Categorical Exemption listed at CEQA Guidelines §15300.2.

Upon approval by City Council, the Economic Development Department is advised to complete the attached Notice of Exemption (**Attachment B**) and file it with the San Joaquin County Clerk Office to initiate a 35-day statute of limitations on court challenges. Please retain a copy of the original posted notice within the project file in the Economic Development Department project file.

By: NDMoore

Nicole D. Moore, LEED-AP, Contract Planner

Attachments

Attachment A: Request and Project Location
Attachment B: Draft Notice of Exemption

MEMORANDUM

July 20, 2022

TO: Nicole Moore, Contract Planner
Community Development Department

FROM: Amanda Thomas, Real Property Agent
Economic Development Department

SUBJECT: **ABANDONMENT – RIGHT OF WAY**

Please provide the appropriate environmental review for the above-referenced project as described below:

Project Title: E Street Abandonment

Applicant: Arellano Properties, Inc.

Description/Location: E Street at Hackberry Street

Also, please make the required determination as to conformity to the General Plan in accordance with Section 65402 of the Government Code. If you have questions regarding this request, please direct them to me at extension 7569.

Amanda Thomas

AMANDA THOMAS
REAL PROPERTY AGENT

Attachment

Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

JANUARY 18, 2022

EXHIBIT "A"
LEGAL DESCRIPTION FOR ABANDONMENT OF
A PORTION OF "E" STREET

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 43 , EL RANCHO DEL CAMPO DE LOS FRANCESES, CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DRAFT

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF TRACT NO. 40 OF "EL RICARDO TERRACE RESUBDIVISION", FILED FOR RECORD FEBRUARY 17, 1940 IN BOOK 11 OF MAPS AND PLATS, PAGE 46, SAN JOAQUIN COUNTY RECORDS, AND BEING ALSO A POINT ON THE NORTH LINE OF HACKBERRY STREET (50 FEET WIDE); THENCE ALONG THE NORTH LINE OF SAID HACKBERRY STREET, NORTH 72°27'30" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID "EL RICARDO TERRACE RESUBDIVISION"; THENCE ALONG THE WEST LINE OF SAID LOT 9, AND BEING ALSO THE EAST LINE OF "E" STREET (50 FEET WIDE), NORTH 18°13'00" WEST, 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, AND BEING ALSO A POINT ON THE SOUTH LINE OF STOCKTON TERMINAL AND EASTERN RAILROAD; THENCE ALONG SAID SOUTH LINE OF SAID STOCKTON TERMINAL AND EASTERN RAILROAD, SOUTH 72°27'30" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, AND THE WEST LINE OF SAID "E" STREET; THENCE ALONG THE EAST LINE OF SAID LOT 8 AND BEING ALSO THE WEST LINE OF SAID "E" STREET, SOUTH 18°13'00" EAST, 120.00 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 6,000 SQUARE FEET, MORE OR LESS.

A PUBLIC UTILITY EASEMENT SHALL BE RETAINED FOR THE PROPERTY DESCRIBED ABOVE.

END OF DESCRIPTION

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT “B” WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

PREPARED BY:

_____
ZACHARY C. WONG, L.S. 7600

DRAFT

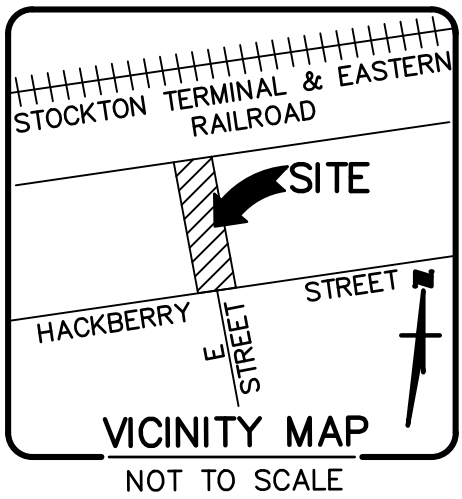
EXHIBIT B

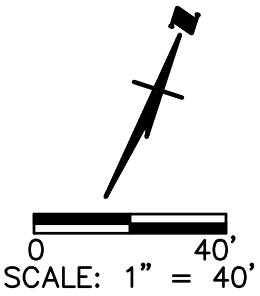
LEGEND:

P.O.B.	POINT OF BEGINNING
M&P	MAPS & PLATS, BOOK–PAGE
SF	SQUARE FEET

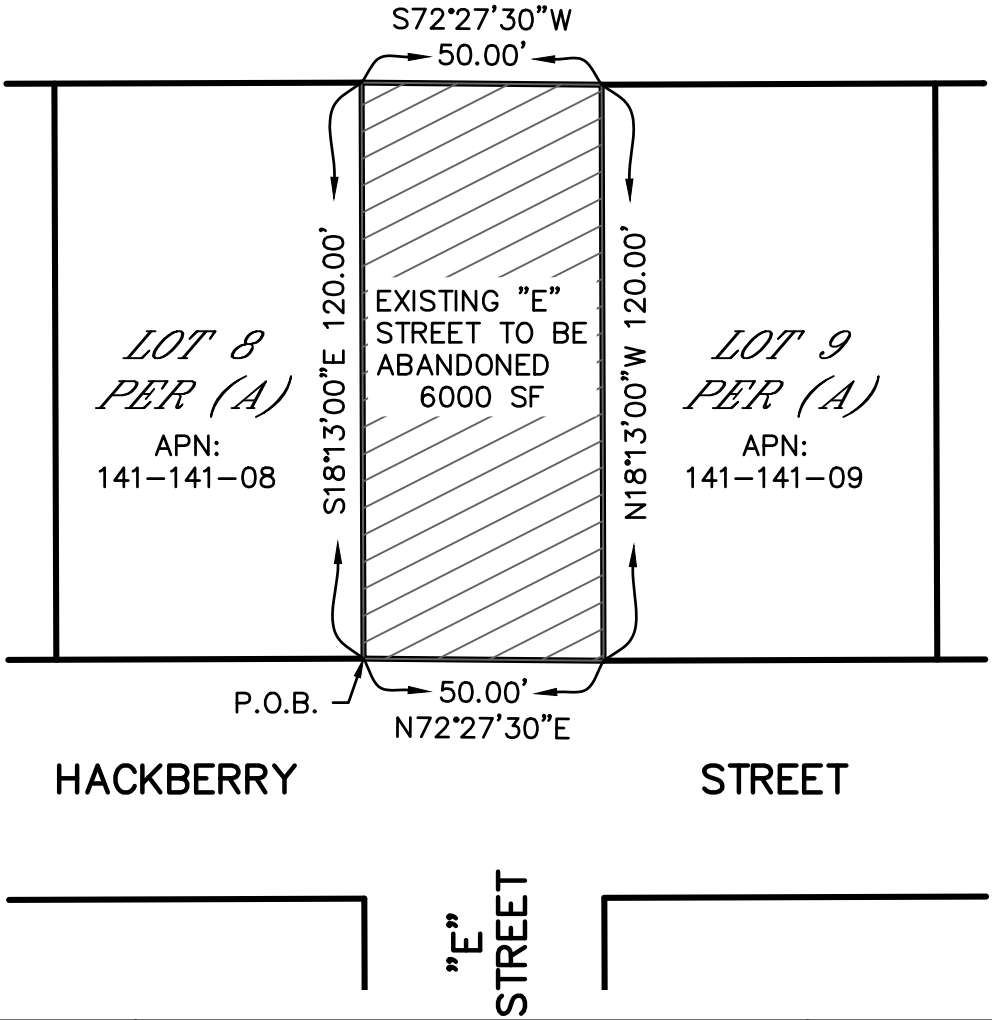
REFERENCES:

(A) M&P 11–46
ALL REFERENCES ARE SAN JOAQUIN COUNTY RECORDS.





STOCKTON TERMINAL & EASTERN RAILROAD



NO.	REV. DATE	BY	APRVD.

DWG. BY WONG ENG., INC.	ABANDONMENT OF EXISTING "E" STREET	APPROVED BY CITY ENGINEER
CH. BY	CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS	DATE
SCALE 1"=40'		DRAWING NO. 1 OF 1

Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

Job No. 4157
Arrelano
Date: 1-18-22

==========

Parcel Summary
Map Check Data

==========

Parcel name: 50-foot Abandonment



North: 888483.5665' East: -1956318.7535'

Segment #1 : Line

Course: S72°27'30"W Length: 50.00'
North: 888468.4966' East: -1956366.4284'

Segment #2 : Line

Course: N18°13'00"W Length: 120.00'
North: 888582.4823' East: -1956403.9418'

Segment #3 : Line

Course: N72°27'30"E Length: 50.00'
North: 888597.5523' East: -1956356.2669'

Segment #4 : Line

Course: S18°13'00"E Length: 120.00'
North: 888483.5665' East: -1956318.7535'

Perimeter: 340.00' Area: 6000 Sq. Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North: 0.00000 East: 0.00000

Precision 1: 340000000.00

EXHIBIT 3

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin St., Ste. 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Economic Development Dept.
400 E. Main St., 4th Floor
Stockton, CA 95202

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: E Street Right-of-Way Abandonment
CEQA Exemption File No.: NOE 25-22
Applicant: City of Stockton
Project Description/Location: Arellano Properties, Inc., is proposing to abandon right-of-way on E Street at Hackberry Street. See attachment A for specific location.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

____ The activity is not a "project" as defined in CEQA Guidelines Section 15378.
__X__ The activity is exempt under the "general rule" at CEQA Guidelines Section 15061(B)(3).
____ The project is "Statutorily Exempt" per CEQA Guidelines Section: _____
____ The project is "Categorically Exempt" per CEQA Guidelines Section 15301(c).

BASIS FOR FINDING OF EXEMPTION

___ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
__X__ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

CARRIE WRIGHT, DIRECTOR
PUBLIC WORKS DEPARTMENT

July 21, 2022
(DATE OF PREPARATION)

By _____
AMANDA THOMAS, REAL PROPERT AGENT

_____
(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

_____ _____
Signature Title

_____
Posting Period Ending Date

File #: 22-0921, **Version:** 1

ADOPT A RESOLUTION AMENDING THE 2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Amending Resolution 2022-07-26-1505 2022 Affordable Housing Loan Program Allocation removing the ten percent cap of City funding available for pre-development expenditures that affected the following four projects:

    a. $600,000 to Visionary Home Builders for the 72-unit Casa de Mariposa project;

    b. $2,227,632 to Delta Community Developers Corp. (Housing Authority of the County of San Joaquin) for the 51-unit Park Center Apartments project;

    c. $2,242,609 to Service First of Northern California for the 105-unit Fontana Towers project; and

    d. $816,821 to the Central Valley Low Income Housing Corp. and Stocktonians Taking Action to Neutralize Drugs (STAND) for the 30-unit Shared Housing Infill Project for the Homeless.

2. Authorize the City Manager, or designee, to take actions that are necessary and appropriate to carry out the purpose and intent of this resolution, including the execution of loan documents and the reallocation of funding sources.

Summary

On July 27, 2022, City Council approved resolution 2022-07-26-1505 (Attachment A) that contained a ten percent cap on predevelopment funds on four projects.

After further staff review and consultation from the Housing and Urban Development Department (HUD) regarding the funding distributions, staff was advised there is not a requirement to have a ten percent cap on predevelopment funds.

Staff recommends the City Council adopt the amended resolution eliminating the ten percent limit of City funding available for pre-development expenditures.

DISCUSSION

Background

On December 17, 2021, the Economic Development Department released a Notice of Funding Availability (NOFA) notifying interested parties of the availability of funds for the development or preservation of affordable housing units in Stockton.

On July 27, 2022, staff brought forward the 2022 Affordable Housing Loan Program Allocation recommendations. At that time, City Council approved Resolution 2022-07-26-1505 adopting the Affordable Housing Loan Program Allocations.

Staff has been working diligently with HUD and during those discussions, staff was advised there is not a requirement to have a ten percent cap on predevelopment funds.

FINANCIAL SUMMARY

No General Fund dollars will be used for these projects and there is no financial impact.

Attachment A - Resolution 2022-07-26-1505

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Resolution No. 2022-07-26-1505

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE 2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION

The City of Stockton (City) has received funding from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program, the American Rescue Plan Act (ARPA), and the Neighborhood Stabilization Program (NSP), as well as from the California Department of Housing and Community Development (HCD) under the Permanent Local Housing Allocation (PLHA) program; and

On December 17, 2021, the City issued a Notice of Funding Availability (NOFA) to notify interested parties of the availability of approximately $10.4 million of funds for affordable housing projects, including permanent housing for the homeless, and $515,916 of reallocated unutilized prior round NOFA funding; and

Seven applications were received and evaluated by City staff and an affordable housing consultant, who together prepared funding recommendations, listed on Exhibit 1 attached hereto and incorporated herein by this reference; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the funding recommendations listed on Exhibit 1, incorporated by this reference, and the City Manager is authorized to adjust the source of funds among those projects listed on Exhibit 1.

2. The City Council hereby approves loans for seven (7) affordable housing developments, provided that, as a condition of funding, the borrower has demonstrated to the City Manager's, or designee's, satisfaction that project cash flow is forecasted to be positive for twenty years, that the annual net operating income will exceed debt service by 1.10, and that for each project, the funding commitments will expire after two years unless the developer has commenced construction (excluding funding for pre-development expenditures):

   a. $1,426,107 to Delta Community Developers Corp. (Housing Authority of the County of San Joaquin) for the 38-unit Sonora Square Apartment project;

   b. $2,225,858 to Delta Community Developers Corp. (Housing Authority of the County of San Joaquin) for the 74-unit Sierra Vista Apartments Phase III project;

c. $600,000 to Visionary Home Builders for the 72-unit Casa de Mariposa project, with a maximum of 10% of city funding available for pre-development expenditures;

d. $2,227,632 to Delta Community Developers Corp. (Housing Authority of the County of San Joaquin) for the 51-unit Park Center Apartments project, with a maximum of 10% of city funding available for pre-development expenditures;

e. $2,242,609 to Service First of Northern California for the 105-unit Fontana Towers project, with a maximum of 10% of city funding available for pre-development expenditures;

f. $770,000 to Visionary Home Builders for the 75-unit Grand View Village Apartment project; and

g. $816,821 to the Central Valley Low Income Housing Corp. and Stocktonians Taking Action to Neutralize Drugs (STAND) for the 30-unit Shared Housing Infill Project for the Homeless, with a maximum of 10% of city funding available for pre-development expenditures.

3. The City Council authorizes the appropriation of $5.74 million of HOME-ARPA funds, $1,980,476 of HOME funds, $1,625,858 in PLHA funds, and $840,168 in HHAP2 funds, housing loans for seven (7) development projects.

4. The City Council authorizes the reallocation of $396,000 in HOME funds and $119,916 of NSP funds that were previously awarded but not utilized for two projects and subsequently returned by Mutual Housing/APSARA and Visionary Home Builders, respectively.

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5. The City Manager, or designee, is authorized to reallocate awarded HOME and HOME-ARPA funding not expended within the required commitment period to eligible projects that can meet the HUD timeliness requirement.

6. The City Manager, or designee, is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution, including the execution of loan documents.

PASSED, APPROVED, and ADOPTED July 26, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION

Project	# of Affordable Units	Development Cost Est.	Cost Per Affordable Unit	Prior City Funds Allocated	Funds Requested (this round)	Recommended City Funding	Source	Total City Funds Pending Approval
Sonora Square (New Construction/ Adaptive Re-use)	37	$16,478,941	$445,377	$456,714	$1,426,107	$1,426,107	HOME-ARPA	$1,882,821
Sierra Vista Apartments Phase III (New Construction/ Preservation)	73	$38,130,907	$522,341	$2,393,286	$2,743,345	$1,370,000 $855,858 $2,225,858	HOME-ARPA PLHA	$4,619,144
Casa de Mariposa (New Construction)	71	$34,909,086	$491,677	$0	$600,000	$600,000	HOME	$600,000
Park-Center Apartments (New Construction/ Adaptive Re-use)	50	$25,255,112	$505,102	$0	$2,387,464	$703,893 $683,571 $840,168 $2,227,632	HOME-ARPA HOME HHAP2	$2,227,632
Fontana Towers (New Construction)	105	$52,870,097	$508,366	$1,040,541	$2,500,000	$2,242,609	HOME-ARPA	$3,283,150
Grand View Village (New Construction)	74	$42,360,235	$572,436	$4,605,094	$770,000	$770,000	PLHA	$5,375,094
Shared Housing Infill for Homeless (New Construction)	30	$3,892,103	$129,737	$1,000,000	$2,892,103	$696,905 $119,916 $816,821	HOME NSP	$1,816,821
	439		**$453,577**	**$9,495,635**	**$13,319,019**	**$10,309,027**		**$19,964,494**

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE AMENDMENT TO THE 2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION

The City of Stockton (City) has received funding from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program, the American Rescue Plan Act (ARPA), and the Neighborhood Stabilization Program (NSP), as well as from the California Department of Housing and Community Development (HCD) under the Permanent Local Housing Allocation (PLHA) program; and

On December 17, 2021, the City issued a Notice of Funding Availability (NOFA) to notify interested parties of the availability of approximately $10.4 million of funds for affordable housing projects, including permanent housing for the homeless, and $515,916 of reallocated unutilized prior round NOFA funding; and

Seven applications were received and evaluated by City staff and an affordable housing consultant, who together prepared funding recommendations, listed on Exhibit 1, attached hereto and incorporated herein by this reference; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the funding recommendations listed on Exhibit 1, incorporated by this reference, and the City Manager is authorized to adjust the source of funds among those projects listed on Exhibit 1.

2. The City Council hereby approves loans for seven (7) affordable housing developments, provided that, as a condition of funding, the borrower has demonstrated to the City Manager's, or designee's, satisfaction that project cash flow is forecasted to be positive for twenty years, that the annual net operating income will exceed debt service by 1.10, and that for each project, the funding commitments will expire after two years unless the developer has commenced construction:

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4. The City Council authorizes the reallocation of $396,000 in HOME funds and $119,916 of NSP funds that were previously awarded but not utilized for two projects and subsequently returned by Mutual Housing/APSARA and Visionary Home Builders, respectively.

5. The City Manager, or designee, is authorized to reallocate awarded HOME and HOME-ARPA funding not expended within the required commitment period to eligible projects that can meet the HUD timeliness requirement.

6. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution, including the execution of loan documents.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

2022 AFFORDABLE HOUSING LOAN PROGRAM ALLOCATION

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	439		**$453,577**	**$9,495,635**	**$13,319,019**	**$10,309,027**		**$19,804,662**

File #: 22-0802, **Version:** 1

APPROVE CONTRACT WITH SCOTTS PPE RECON FOR ON-CALL CLEANING, INSPECTION, AND REPAIR SERVICES FOR FIRE DEPARTMENT PERSONAL PROTECTIVE EQUIPMENT AND EXTRACTORS.

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve a three (3) year contract with Scotts PPE Recon for on-call cleaning, inspection, and repair services for fire department personal protective equipment and extractors.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Authorize the City Manager to execute a contract in the amount of $148,500 with Scotts PPE Recon for on-call cleaning, inspection, and repair services for fire department personal protective equipment and extractors.

4. Authorize the City Manager the option to execute two (2) additional one-year contract extensions with an annual not-to-exceed of $49,500 each.

5. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

As firefighters perform their daily duties, such as fire suppression and emergency medical response, their Personal Protective Equipment (PPE) may be exposed to biological agents and hazardous materials which may compromise the equipment**.** Firefighter PPE requires routine inspection, cleaning, and regular repairs to maintain the integrity and the life of the equipment, which is consistent with National Fire Protection Association (NFPA) 1851 standards and California Occupational Safety and Health Administration (OSHA) requirements.

DISCUSSION

Background

Scott's PPE provides a service that technically cleans, inspects, and repairs the personal protective garments worn by Stockton fire fighters during an emergency response. The specialized services outlined in NFPA 1851 have been adopted by Cal/OSHA through AB 2146. Scotts PPE also provides detergents and general maintenance for Fire Department extractors. Extractors clean turnout gear

after exposure to fire, body fluids, or hazardous materials in order to preserve the protective qualities of the gear. According to NFPA, soiled gear reflects less radiant heat and is more likely to igniter and conduct electricity.

Many contaminants are absorbed into the protective equipment worn by Firefighters. A proper cleaning procedure must be followed to ensure that there is no exposure to the people during the cleaning process. NFPA 1851, *Standard On The Selection, Care, And Maintenance Of Protective Ensembles For Structural Firefighting* is the standard that Cal/OSHA adopted to address proper inspection and maintenance of structural turnouts. Per NFPA 1851, a technical inspection must be performed annually on all PPE. Special equipment is required to test thread density, fire protective capabilities, and the vapor barrier. In addition, vendors are required to obtain an Advanced Inspection and Cleaning Certificate that follows NFPA 1851 guidelines.

The Stockton Fire Department (SFD) has used Scott's PPE since 2003 for all its PPE inspections, cleanings, maintenance and repairs. Scott's PPE has consistently provided quality service in a timely manner. SFD has established PPE pickup procedures with Scott's PPE which are consistently adhered to. In addition, the vendor's proximity to SFD allows for multiple pickups per week at the various fire stations.

Present Situation

Scott's PPE is the only local verified Independent Service Provider for repair and maintenance of PPE per NFPA 1851 standards and is fully authorized to perform warranty work on all major brands of turnout gear as well as moisture barriers and thermal liners. In addition, Scott's PPE is the only vendor that will pick up, service, and return PPE with a 4-day turnaround time. A 4-day turnaround time allows firefighters to turn their PPE in when they go off duty, and their cleaned and repaired turnouts are returned to the City by the time they return for their next regularly scheduled shift.

There is only one other vendor in northern California that is certified to conduct advanced cleaning, inspection, and repair services. However, they do not perform all of their inspections in northern California. If SFD used this vendor, turnouts would have to be sent to Oakland or Seattle at an increased price and turnaround time. The proximity of Scott's PPE allows SFD to address immediate repair needs that fall outside of the annual inspection & repair schedule.

On January 26, 2022, a single-available source justification was approved for calendar year 2022. In lieu of issuing another annual purchase order, staff is requesting approval to enter into a three (3) year agreement with two (2) one-year options to renew. The multiyear agreement will eliminate annual service gaps between purchase orders and will ensure price stability over the life of the agreement. The agreement will not exceed $247,500 for both the initial term and the two (2) one-year renewal terms.

Findings

Stockton Municipal Code section 3.68.070(A)(4) provides an exception to the competitive bidding process for single available source vendors in cases where the City Council has approved findings that support and justify the exception. Below are proposed findings which, if adopted by Council, constitute sufficient grounds for making such an exception:

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The cleaning, inspection, and repair of fire fighter PPE is required by Cal/OSHA.

Scotts PPE Recon is the single-available source for the cleaning, inspection, and repair of fire fighter PPE.

FINANCIAL SUMMARY

Table 1 below outlines the estimated expenditures for PPE and extractor services.

Table 1.

Year	**Amounts**
Fiscal Year 2022-23	$49,500
Fiscal Year 2023-24	$49,500
Fiscal Year 2024-25	$49,500
Fiscal Year 2025-26 (Optional)	$49,500
Fiscal Year 2026-27 (Optional)	$49,500
Total	**$247,500**

Based on the service requirements of the department for the past few years, staff recommends a contract amount not to exceed $148,500 for an initial three (3) year term and $49,500 for each renewal term, for a total not to exceed of $247,500. The Fire Department's annual budget includes a total allocation of $49,500 for PPE services, supplies and extractor maintenance in Fire Suppression Equipment Repairs and Maintenance Account 4020-000-630013-100-000-20-40-000-000-.

Attachment A - On-Call Service Agreement - Scotts PPE Recon

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CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Scotts PPE Recon Inc. ("Contractor") to provide Personal Protective Equipment Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: Terminates on: June 30, 2025

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 148,500

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

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

CONTRACTOR

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

Authorized Signature Date

Ralph Scott, President
Printed Name and Title of Person Signing

827 Black Diamond Way, Ste. C, Lodi, CA 95240
Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

1.1 To provide cleaning, inspection, maintenance, and repair of Personal Protective Equipment for the City.

2. Project Scope

2.1 Contractor shall provide all labor, materials, and equipment to clean, inspect, perform maintenance, and repair Personal Protective Equipment (PPE) in accordance with the most current edition of the National Fire Protection Associate (NFPA) Code 1851 and other relevant NFPA standards, OSHA regulations, and the care and maintenance guidelines of the PPE manufacturer(s).

2.2 The items that fall under the scope of this contract shall include, but are not limited to, all PPE equipment such as firefighter structural ensembles and wildland ensembles.

2.3 Contractor shall provide services on an as needed basis, as requested by the City.

3. Specifications

3.1 City turnouts are manufactured by various manufacturers including, but not limited to, Lion Apparel, Globe, and Morning Pride. Contractor shall be certified to service turnouts from all manufacturers used by City in accordance with NFPA 1851, Chapter 11, Verification.

3.1.1 Contractor shall be required to comply with the care and maintenance guidelines provided by the manufacturer(s) of each element.

3.2 Contractor shall comply with the requirement of NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

3.3 Contractor shall utilize materials, processes and/or procedures that are compliant with the applicable NFPA 1971 Standard on Protective Ensembles for Structure Fire Fighting and Proximity Fire Fighting.

3.4 Contractor shall provide advanced inspections and advanced cleaning that is compliant with the most current version of NFPA 1851, other NFPA guidelines, and the manufacturers' recommendations.

3.4.1 The advanced inspection shall include documentation of all PPE items and components listed in NFPA 1851, Section 4.3. Any records of PPE which has been inspected by the Contractor shall be accessible to the City.

3.4.2 The advanced inspection shall include a complete liner inspection, which includes a Water Penetration Barrier Evaluation.

3.4.3 Contractor shall provide specialized cleaning if decontamination is needed.

3.5 Contractor shall provide advanced cleaning of PPE (boots, hoods, structure coats, structure pants, wildland coats and wildland pants).

3.5.1 Contractor shall provide a cleaning program that is compliant with NFPA 1851 and manufacturer's recommendations regarding water temperature, detergent and/or cleaning agents, washer/extractor settings, or other items identified by the manufacturer.

3.5.2 To minimize the threat of cross-contamination during the cleaning process, Contractor’s extractor/washer shall be dedicated to the cleaning of PPE only, as per NFPA 1500, 5.1 - 7.1.2.

3.6 Contractor shall provide decontamination service for PPE that becomes contaminated with hazardous materials (e.g., diesel fuel, gasoline, hydraulic oil, insecticides, pesticides, asbestos, acids, and other hazardous chemicals, including biohazard such as blood, vomit, etc.)

3.6.1 Contractor shall implement disinfecting procedures intended to eliminate the hazards associated with blood and other biological fluids for each ensemble element.

3.6.2 When necessary, Contractor shall perform specialized cleaning as defined by the most current version of NFPA 1851 (hazardous material decontamination and cleaning.)

3.7 Contractor shall repair all deficiencies identified In the Advanced Inspection, which have been approved for repair by City, prior to being returned. All repairs shall be in conformance with all applicable NFPA standards and shall not void any manufacturer warranties when performing such work. No major alteration and/or any modifications outside of the City’s standard specifications shall be made to PPE without prior authorization by City.

3.7.1 City will provide Contractor with City's standard specifications for PPE prior to the first service request.

3.7.2 All repairs shall be performed by a person trained to perform repairs on all structural and proximity garments manufactured according to NFPA 1971.

3.7.3 Repair parts and methods shall meet with manufacturer requirements and the applicable requirements of NFPA 1971.

3.7.4 Repairs and alterations shall be performed in a manner that is consistent with manufacturer instructions as outlined In NFPA 1851, Sect 8. Repairs and alterations shall be performed to keep the garment "fit for service".

3.7.5 Contractor shall provide a final Inspection of repaired PPE by trained personnel to guarantee that all work meets or exceeds NFPA standards.

3.7.6 Upon receipt of repaired PPE, the City shall also receive all pertinent records documenting all work performed by the Contractor, including all inspections, cleaning, and repairs.

3.8 Contractor shall guarantee completion of work without voiding the original manufacturer's warranty on all PPE serviced.

3.9 Contractor shall provide all necessary materials to properly store PPE at no additional cost to the City.

3.10 Contractor shall develop a shift and route schedule with the City for pick-up and delivery to assure complete compliance as per NFPA 1851.

3.11 Contractor shall complete advanced cleaning, advanced inspection, specialized cleaning, liner inspections and repairs, and return all PPE within (7) business days of pick up from the City.

3.11.1 Business days are defined as Monday through Friday; national holidays are excluded. Extensions shall be acceptable if reasonable cause can be shown requiring extension and is agreed upon by the City and the Contractor (e.g., hazardous materials, flammable liquids, or major repairs.)

3.12 If work instructions were not provided by City with the PPE at the time of pick up, the Contractor shall contact the City for further instructions.

3.13 All ensemble elements shall be placed in a clear protective bag and returned to the City. Each bag shall include work order documentation of all cleaning and repairs made to PPE. Each bag shall also have a label affixed providing the following Information:

- Item Description
- Serial Number (If available)
- Serial Number Barcode
- Department's Name
- Firefighters Name
- Date of Service

3.14 City will assess a late delivery charge for delay beyond specified delivery dates, in the amount of five percent (5%) per day per unit (for cost of cleaning) for each calendar day of delay.

3.14.1 Contractor shall not be held responsible for losses caused by act of God or any other cause not within their control and which could not, by the exercise of reasonable diligence have been avoided. The City will have final determination.

3.14.2 City will deduct all late charges from payment due to Contractor.

3.15 Contractor shall provide a retirement program, compliant with NFPA 1851, Sect. 10.

3.15.1 Elements shall be removed from service when:

- Repairs cannot return the ensemble or ensemble element to a safe and usable condition.
- The ensemble or ensemble element has exceeded its useful life.

3.15.2 For elements that are recommended to be retired, Contractor shall:

- Mark the applicable element with a tag, indicating "REMOVE FROM SERVICE WARNING".
- Attach with the documentation, a report indicating why the element is recommended for retirement. Retirement report shall also indicate if element can be used for non-fire training.
- As outlined in NFPA 1851, Sect. 10.2.2, elements utilized for non-fire training shall be marked by the Contractor using a non-FR rated white trim to be applied to each trouser cuff and each jacket cuff.
- Return or dispose of the items, as per instruction from the City.
- Allow a third party, at City's request, to inspect all ensemble and ensemble elements recommended for retirement.

3.16 Contractor shall be responsible for tracking and maintaining a database of all records in accordance with NFPA 1851 and OSHA regulations. This shall include all cleaning, inspection, repairs, and alterations.

3.16.1 Contractor shall utilize a tracking system acceptable to the City. The City shall be able to access this information on an as needed basis.

3.16.2 All information regarding the inspections, cleaning, repairs, and other maintenance performed to the City's PPE shall be available upon request and shall be provided in an exportable format (Excel).

3.16.3 Contractor shall provide and maintain a database record-keeping program meeting all of the requirements of NFPA 1851 including:

- Organization's information
- Person to whom element is issued
- Date and condition when issued
- Month and year of manufacture
- Serial number
- Material makeup
- Advanced Inspection(s)
- Cleaning type
- Date completed
- Technician performing cleaning
- Repair type
- Date completed
- Technician performing repairs.

3.16.4 Contractor shall have the ability to provide reports of the record-keeping information described above to the City's designated personnel.

3.16.5 Contractor shall employ the technology to scan and read the data from all manufacturers' barcodes.

3.16.6 For elements that do not have a barcode or where the barcode is damaged, it shall be replaced with a new pre-printed barcode provided by Contractor.

3.16.7 City will furnish the Contractor with the following information: Fire station number, address, phone number point of contact and a Personnel Roster that includes employee name, employee station, employee shift, employee PPE ensemble information.

3.17 All elements in the possession of the Contractor for service shall be stored per the most current version of NFPA 1851, Section 9.

3.17.1 Ensembles or ensemble elements shall not be stored in direct sunlight or exposed to direct sunlight while not being worn.

3.17.2 Ensembles and ensemble elements shall be clean and dry before storage.

3.17.3 Ensemble and ensemble elements shall not be stored in airtight containers unless they are new and unissued.

3.18 Random audits of the Contractor's cleaning and/or repair process by City will be allowed once per quarter, as deemed necessary by City.

3.19 If the advanced inspection determines that there is any large amount of abnormal deterioration in any component of the gear, the Contractor shall provide the inspection data and trend analysis to help determine the source of the wear.

3.20 All test results shall be recorded and available to City.

3.21 Contractor shall not dispose of any gear without prior approval of the City.

3.22 Contractor shall maintain pump injection systems on City PPE extractor systems and shall supply detergents and disinfectants compliant to the most current edition of NFPA 1851.

3.23 Contractor shall provide an annual NFPA 1851 compliant training for Advanced Cleaning and Advanced Inspection to City's PPE personnel at no additional cost to the City.

4. Notices

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

Contractor: Scotts PPE Recon Inc.
Attn: Ralph Scott
827 Black Diamond Way, Ste. C
Lodi, CA 95240

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

5. Key Personnel

Ralph Scott, Scotts PPE Recon Inc.

6. Option to Renew.

The term of the Agreement may be extended up to 2 years by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 5 years.

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Exhibit B:
Insurance Requirements

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.

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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance

(at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

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 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

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

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.

Self-Insured Retentions

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

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.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

3. Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 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. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

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

5. Ownership of Work. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

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

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

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor’s personnel.

11. Termination.

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

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

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

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

5. Compensation

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

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

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

8. Findings Confidential

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

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E

COMPENSATION SCHEDULE

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

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $148,500 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement. There are no reimbursable expenses associated with this Agreement. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached.

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

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

Advance Clean & Inspection Pricing	Unit Price
Clean Structure Coat/Advance Inspection	$30.00
Clean structure Pant/Advance Inspection	$30.00
Disinfectant 1839-166 Decon (this is in addition to advance cleaning)	$30.00
Structure Hood	$4.00
Structure Gloves	$6.00
Leather Turnout Boots/ Advance Inspection/Polish	$39.00
Wildland Coat	$9.00
Wildland Pants	$9.00
Coat liner inspection- hydrostatic	$12.00
Pant liner inspection- hydrostatic	$12.00
EMS Jacket/ Advance Inspection	$15.00
Advance Inspection only	$10.00
Structure Helmet / Advance Inspection	$28.00
USAR Technical Rescue/ Advance Inspection	$28.00

Repair Pricing	Unit Price
TURNOUT COAT	
Accessories	
Mic Tab	$12.00
Flashlight Strap with Velcro	$22.50
Item Bar Coding/Tracking Uncoded	$6.00
Alterations	
Shorten Hem	$125.00
Shorten Sleeves	$100.00
Lenghten Hem	$150.00
Lenghten Sleeves	$125.00
Wedge Chest	$150.00
Cuffs	
Coat cuff each	$25.00
Coat cuff with Dragon Hide fabric each	$35.00
Coat cuff with white non-FR fabric for non-fire training each	$20.00
Rebuild bottom of Sleeve Panel(each)	$12.50
Hardware	
Hook Clasp	$7.00
Dee ring	$6.00
Rivet/Snap	$3.50
Lettering sewn to panel- each	$4.00
Name Panel sewn to coat	$13.00
Trim- 3" 3M, Reflexite	
Sleeve	$25.00
Chest	$60.00
Hem	$60.00
Pocket	$25.00
Radio	$15.00
Replace per foot	$11.00
Trim- Lion Perforated 3" per foot	$16.00
Wristlet	
Standard	$20.00
Thumbhole	$25.00
Waterwell	$45.00
Velcro	

Closure Hook or Loop	$21.00
Waterwell	$20.00
Pocket Hook or Loop	$12.00
Radio Hook or Loop	$10.00
American Flag	$20.00
Zipper	$40.00
Coat moisture barrier liner repair- Heat seal as marked per inch	$3.00
Coat moisture barrier liner repair- Heat seal up to 5"x5" patch	$11.00
TURNOUT PANTS	
Alteration	
Shorten Legs	$100.00
Lengthen Legs	$125.00
Decrease Waist	$100.00
Increase Waist	$125.00
Bar Code/ Tracking Uncoded Items	$6.00
Hardware	
Hook Clasp	$7.00
Dee Ring	$6.00
Suspender/Button/Rivet	$3.50
Take-Up Strap each	$17.50
Knee	$22.50
Steam Channel Knee each	$45.00
Dragon Hide Knee each	$50.00
Moisture Barrier	
Pant moisture barrier liner repair- Heat seal as marked per inch	$3.00
Pant moisture barrier liner repair- Heat seal up to 5"x5"	$11.00
Pocket not including Flap	$38.00
Divider	$13.00
Pocket Flap	$25.00
Pocket lined outside w/ Dragon Hide	$70.00
Rebuild Crotch-Shell	$40.00
Trim- 3" 3M- Reflexite	

Leg	$25.00
Trim- 3" Lion Perforated per foot	$16.00
Velcro	
Fly Hook	$12.00
Loop	$12.00
Pocket Hook	$10.50
Loop	$10.50
Cuffs	
Pant cuff each	$35.00
Rebuild bottom of Leg Panel(each)	$25.00
Pant cuff- Dragon Hide each	$45.00
Pant cuff with non-FR fabric for non fire training each	$30.00
Patches	
Small	$10.00
Medium	$13.00
Large	$21.00
Extractor Pump Annual Service Call per Station plus fuel	$175.00
Citrosqueeze Detergent 5 gallon container	Market Rate
Disinfectant- Strike Bac 1839-166- 5-gallon pail	Market Rate
SCBA Decontamination	
Harness with Mask & Regulator	$30.00
SCBA Bottle each	$10.00

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

City of Stockton Fire Department
Attention: Brandon Doolan, Deputy Fire Chief
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A on an as needed basis, as requested by the City.

File #: 22-0803, **Version:** 1

ADOPT A RESOLUTION ACKNOWLEDGING THE FIRE DEPARTMENT'S 2021 ANNUAL INSPECTION STATISTICS FROM EDUCATIONAL GROUP E AND RESIDENTIAL GROUP R OCCUPANCIES

RECOMMENDATION

It is recommended that the City Council adopt a resolution to acknowledge the Fire Department's 2021 annual inspection statistics from Educational Group E and Residential Group R Occupancies per State of California Health and Safety Code Section 13146.4.

Summary

California Health & Safety Code section 13146.4 requires all fire departments that provide fire protection services to report annually to their administering authority on their compliance with sections 13146.2 and 13146.3. If approved by Council, this resolution will acknowledge the Stockton Fire Department's 2021 annual inspection statistics from Educational Group E and Residential Group R Occupancies following Health and Safety Code section 13146.4.

DISCUSSION

Background

The Stockton Fire Department (SFD) must inspect specific occupancy types every year following the California Health and Safety Code Sections 13146.2 and 13146.3 (Attachment A). Existing law requires the chief of any city or county fire department or district providing fire protection services and their authorized representatives to inspect every building used as a public or private school within their jurisdiction ("Educational Group E Occupancies") to enforce specified building standards, not less than once each year. Existing law also requires every City or county fire department or district providing fire protection services that are required to enforce specified building standards to annually inspect certain residential structures, including hotels, motels, lodging houses, and apartment houses ("Residential Group R Occupancies"), for compliance with building standards.

Present Situation

Educational Group E and Residential Group R Occupancy inspections are primarily completed by fire department personnel assigned to suppression companies, with follow-up and non-compliant inspections conducted by Fire Inspectors assigned to the Fire Prevention Bureau.

In 2018, the fire department began tracking the completion of annual inspections assigned to suppression companies. These inspections include both the Educational Group E and Residential Group R Occupancies. In 2021, SFD identified 123 Educational Group E and 1,936 Residential

Group R Occupancies that required annual fire inspections. Additionally, 122 or 99.2% of the identified Educational Group E Occupancy inspections were completed, and 1,864 or 96.3% of the Residential Group R Occupancy inspections were completed in 2021.

FINANCIAL SUMMARY

Adopting the proposed resolution certifying the fire department's 2021 annual inspection statistics will have no financial impact on the City.

Attachment A - Cal. Health and Safety Code Sections 13146.2, 13146.3, & 13146.4

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

HEALTH AND SAFETY CODE

Section 13146.2

13146.2. (a) Every city, county, or city and county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.

(b) A city, county, or city and county fire department or district providing fire protection services that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or city and county fire department or district providing fire protection services, sufficient to pay the costs of that inspection.

(c) A city, county, or city and county fire department or district providing fire protection services that provides related fire and life safety activities for structures subject to subdivision (b) of Section 17921, such as plan review, construction consulting, fire watch, and investigation, may charge and collect a fee from the owner of the structure in an amount, as determined by the city, county, city and county, or district, sufficient to pay the costs of those related fire and life safety activities.

(d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life safety activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.

(Amended by Stats. 2019, Ch. 31, Sec. 9. (SB 85) Effective June 27, 2019.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

HEALTH AND SAFETY CODE

Section 13146.3

13146.3. (a) A city, county, or city and county fire department or district providing fire protection services shall inspect every building used as a public or private school within its jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and the State Fire Marshal's authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.

(b) A city, county, or city and county fire department or district that, or the State Fire Marshal or the State Fire Marshal's authorized representative who, inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection in an amount sufficient to pay the costs of that inspection.

(Amended by Stats. 2019, Ch. 31, Sec. 10. (SB 85) Effective June 27, 2019.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

HEALTH AND SAFETY CODE

Section 13146.4

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

(Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019.)

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACKNOWLEDGING THE STOCKTON FIRE DEPARTMENT'S 2021 ANNUAL FIRE INSPECTION STATISTICS FOR EDUCATIONAL GROUP E AND RESIDENTIAL GROUP R OCCUPANCIES

California Health & Safety Code section 13146.4 was added in 2018, and became effective on January 1, 2019; and

California Health & Safety Code sections 13146.2 and 13146.3 requires all fire departments, including the Stockton Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

California Health & Safety Code section 13146.4 requires all fire departments, including the Stockton Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with sections 13146.2 and 13146.3; and

The Council of the City of Stockton intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Stockton Fire Department's compliance with California Health and sections 13146.2 and 13146.3; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

The City Council of the City of Stockton expressly acknowledges the measure of compliance of the Stockton Fire Department with California Health and Safety Code sections 13146.2 and 13146.3 in the area encompassed by the City of Stockton, as detailed in Exhibit 1, attached hereto and incorporated by this reference, and as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Stockton, there lie 123 Group E occupancies, buildings, structures, and/or facilities.

During the calendar year 2021, the Stockton Fire Department completed the annual inspection of 122 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 99.2% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have several different subclassifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Stockton, there lie 1,936 Group R (and their associated sub-categories) occupancies of this nature.

During the calendar year 2021, the Stockton Fire Department completed the annual inspection of 1,864 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 96.3% for this reporting period.

The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
COMPANY 2					
E02	A	1019 S MADISON ST	12	THREE FAMILY UNIT-TRIPLEX	15-Apr-21
E02	A	1031 S COMMERCE ST	12	THREE FAMILY UNIT-TRIPLEX	15-Apr-21
E02	A	107 W THIRD ST	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
E02	A	1131 S LINCOLN ST	12	THREE FAMILY UNIT-TRIPLEX	15-Apr-21
E02	A	321 W CLAY ST	12	THREE FAMILY UNIT-TRIPLEX	15-Apr-21
E02	A	928 S MADISON ST	12	THREE FAMILY UNIT-TRIPLEX	15-Apr-21
E02	A	209 N AURORA ST	10	R-2	09-Apr-21
E02	A	417 N AMERICAN ST	3	R-2	16-Apr-21
E02	A	425 E HAZELTON AV	7	R-2	30-Sep-21
E02	A	517 S HUNTER ST	9	R-2	11-Aug-21
E02	A	920 E MARKET ST	11	R-2	16-Apr-21
E02	A	930 S EL DORADO ST	9	R-2	12-Aug-21
E02	B	1426 S SAN JOAQUIN ST	5	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E02	B	1451 S HUNTER ST	1	THREE FAMILY UNIT-TRIPLEX	18-Jun-21
E02	B	1521 S SUTTER ST	12	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E02	B	1602 S SUTTER ST	5	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E02	B	1633 S HUNTER ST	1	THREE FAMILY UNIT-TRIPLEX	02-Jun-21
E02	B	1634 S STOCKTON ST	1	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E02	B	21 W THIRD ST	1	THREE FAMILY UNIT-TRIPLEX	02-Jun-21
E02	B	216 E FIRST ST	6	THREE FAMILY UNIT-TRIPLEX	19-May-21
E02	B	402 E FIFTH ST	1	THREE FAMILY UNIT-TRIPLEX	15-Mar-21
E02	B	421 GARFIELD ST	5	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E02	B	441 GARFIELD ST	2	THREE FAMILY UNIT-TRIPLEX	21-Mar-21
E02	B	448 S PERSHING AV	1	THREE FAMILY UNIT-TRIPLEX	26-Mar-21
E02	B	53 W THIRD ST	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E02	B	919 S HARRISON ST	1	THREE FAMILY UNIT-TRIPLEX	08-Mar-21
E02	B	1015 S SAN JOAQUIN ST	11	R-2	23-Sep-21
E02	B	106 N HUNTER ST	3	R-2	15-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E02	B	1117 S SAN JOAQUIN ST	10	R-2	01-Jun-21
E02	B	114 N STANISLAUS ST	11	R-2	23-Sep-21
E02	B	119 E LINDSAY ST	11	R-2	09-Mar-21
E02	B	145 N HUNTER ST	11	R-2	09-Mar-21
E02	B	216 E MINER AV	6	R-2	01-Jun-21
E02	B	306 E CHURCH ST	8	R-2	23-Aug-21
E02	B	315 E WEBER AV	11	R-2	18-Jun-21
E02	B	328 N CALIFORNIA ST	10	R-2	28-Sep-21
E02	B	343 E CHURCH ST	5	R-2	19-May-21
E02	B	346 N CALIFORNIA ST	10	R-2	28-Sep-21
E02	B	346 S SAN JOAQUIN ST	9	R-2	09-Dec-21
E02	B	402 E CHURCH ST	9	R-2	08-Dec-21
E02	B	402 S SAN JOAQUIN ST	11	R-2	08-Dec-21
E02	B	405 N STANISLAUS ST	9	R-2	23-Sep-21
E02	B	418 N CALIFORNIA ST	6	R-2	31-May-21
E02	B	420 N STANISLAUS ST	11	R-2	09-Mar-21
E02	B	424 N STANISLAUS ST	8	R-2	19-Jul-21
E02	B	429 S SAN JOAQUIN ST A	7	R-2	06-Jun-21
E02	B	462 DELHI AV	7	R-2	01-Jun-21
E02	B	510 S SAN JOAQUIN ST	5	R-2	22-Jul-21
E02	B	517 S SAN JOAQUIN ST	11	R-2	01-Jun-21
E02	B	525 S CALIFORNIA ST	9	R-2	28-Sep-21
E02	B	527 S GRANT ST	1	R-2	02-Mar-21
E02	B	533 MINER AV	11	R-2	23-Sep-21
E02	B	544 S AMERICAN ST	6	R-2	31-May-21
E02	B	635 E LINDSAY ST	9	R-2	06-Aug-21
E02	B	705 E LINDSAY ST	10	R-2	01-Jun-21
E02	B	743 E LINDSAY ST	10	R-2	28-Sep-21
E02	B	827 S SAN JOAQUIN ST	1	R-2	08-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E02	B	845 E LINDSAY ST	12	R-2	08-Dec-21
E02	C	121 E JEFFERSON ST	5	THREE FAMILY UNIT-TRIPLEX	28-Jun-21
E02	C	1334 W CHURCH ST	1	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E02	C	1440 W CHURCH ST	8	THREE FAMILY UNIT-TRIPLEX	10-Aug-21
E02	C	418 E CHURCH ST	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E02	C	422 S SUTTER ST	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E02	C	436 E SONORA ST	3	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E02	C	438 S SUTTER ST	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E02	C	648 W WORTH ST	6	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E02	C	823 E LINDSAY ST	1	THREE FAMILY UNIT-TRIPLEX	22-Feb-21
E02	C	1101 S EL DORADO ST	8	R-2	10-Aug-21
E02	C	1240 S SUTTER ST	3	R-2	16-Feb-21
E02	C	144 MUN KWOK LN	8	R-2	10-Aug-21
E02	C	1868 W SONORA ST 1	8	R-2	10-Aug-21
E02	C	221 E SONORA ST	9	R-2	27-Sep-21
E02	C	227 E SONORA ST	9	R-2	06-Apr-21
E02	C	245 E ANDERSON ST	1	R-2	22-Feb-21
E02	C	301 S SAN JOAQUIN ST	7	R-2	09-Aug-21
E02	C	315 S SUTTER ST	3	R-2	30-Mar-21
E02	C	34 S AURORA ST	9	R-2	03-Aug-21
E02	C	348 N AURORA ST	11	R-2	08-Oct-21
E02	C	401 E CLAY ST	3	R-2	16-Feb-21
E02	C	406 S SUTTER ST	7	R-2	09-Aug-21
E02	C	41 S SAN JOAQUIN ST	6	R-2	10-Aug-21
E02	C	423 S SUTTER ST	8	R-2	09-Aug-21
E02	C	430 S STANISLAUS ST	8	R-2	10-Aug-21
E02	C	527 S SUTTER ST	8	R-2	17-May-21
E02	C	534 S STANISLAUS ST	10	R-2	10-Aug-21
E02	C	543 S SUTTER ST	9	R-2	09-Aug-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E02	C	639 W WORTH ST	10	R-2	08-Oct-21
E02	C	642 W WORTH ST	1	R-2	22-Feb-21
E02	C	709 E HAZELTON AV	10	R-2	14-Oct-21
E02	C	720 W WEBER AV	10	R-2	08-Oct-21
E02	C	735 E SONORA ST	11	R-2	16-Dec-21
E02	C	739 E HAZELTON AV	10	R-2	02-Dec-21
E02	C	802 W WEBER AV A	10	R-2	08-Oct-21
E02	C	911 S HUNTER ST	10	R-2	12-Aug-21
T02	A	227 E VINE ST	2	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T02	A	237 E VINE ST	9	THREE FAMILY UNIT-TRIPLEX	30-Sep-21
T02	A	2615 WARREN AV	10	THREE FAMILY UNIT-TRIPLEX	05-Nov-21
T02	A	2620 WARREN AV	12	THREE FAMILY UNIT-TRIPLEX	05-Nov-21
T02	A	2631 WARREN AV	2	THREE FAMILY UNIT-TRIPLEX	17-Mar-21
T02	A	2632 WARREN AV	3	THREE FAMILY UNIT-TRIPLEX	17-Mar-21
T02	A	2641 WARREN AV		THREE FAMILY UNIT-TRIPLEX	17-Mar-21
T02	A	523 E LINDSAY ST	8	THREE FAMILY UNIT-TRIPLEX	21-Apr-21
T02	A	1028 N COMMERCE ST	11	R-2	22-Apr-21
T02	A	1029 N HUNTER ST	10	R-2	01-Oct-21
T02	A	1046 N COMMERCE ST	10	R-2	19-Oct-21
T02	A	1135 N MADISON ST	1	R-2	23-Mar-21
T02	A	114 W FLORA ST	8	R-2	08-Oct-21
T02	A	1240 N CENTER ST	10	R-2	19-Oct-21
T02	A	1267 DORAY CT	7	R-2	08-Oct-21
T02	A	129 W FLORA ST	9	R-2	08-Oct-21
T02	A	1421 N HARRISON ST	11	R-2	19-Oct-21
T02	A	1704 N CENTER ST	11	R-2	19-Oct-21
T02	A	1934 COUNTRY CLUB BL	7	R-2	08-Oct-21
T02	A	1946 COUNTRY CLUB BL	5	R-2	22-Apr-21
T02	A	211 E VINE ST	2	R-2	29-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T02	A	230 W ACACIA ST	9	R-2	08-Oct-21
T02	A	2341 MARINE AV	11	R-2	05-Nov-21
T02	A	2433 COUNTRY CLUB BL	10	R-2	05-Nov-21
T02	A	2506 COUNTRY CLUB BL	9	R-2	08-Oct-21
T02	A	2508 BRISTOL AV	6	R-2	22-Apr-21
T02	A	2733 COUNTRY CLUB BL	10	R-2	05-Nov-21
T02	A	2852 ELMWOOD AV	10	R-2	05-Nov-21
T02	A	320 E ACACIA ST	9	R-2	30-Sep-21
T02	A	327 E ACACIA ST	9	R-2	30-Sep-21
T02	A	418 E ANDERSON ST	9	R-2	07-Sep-21
T02	A	523 N AMERICAN ST	1	R-2	29-Mar-21
T02	A	525 N LINCOLN ST	10	R-2	19-Oct-21
T02	A	529 W FLORA ST	10	R-2	19-Oct-21
T02	A	544 N LINCOLN ST	6	R-2	09-Apr-21
T02	A	603 W FLORA ST	3	R-2	29-Mar-21
T02	A	618 N GRANT ST	8	R-2	30-Sep-21
T02	A	620 N HARRISON ST	8	R-2	09-Apr-21
T02	A	625 N COMMERCE ST	1	R-2	06-May-21
T02	A	636 N HARRISON ST	11	R-2	19-Oct-21
T02	A	638 N MADISON ST	7	R-2	08-Oct-21
T02	A	641 N CALIFORNIA ST	2	R-2	29-Mar-21
T02	A	712 N COMMERCE ST	6	R-2	29-Mar-21
T02	A	721 N COMMERCE ST	7	R-2	08-Oct-21
T02	A	741 N LINCOLN ST	11	R-2	19-Oct-21
T02	A	815 CHANNEL ST	7	R-2	30-Sep-21
T02	A	825 N HARRISON ST	2	R-2	29-Mar-21
T02	A	905 N COMMERCE ST	9	R-2	08-Oct-21
T02	A	925 N CALIFORNIA ST	11	R-2	19-Oct-21
T02	A	925 S HARRISON ST A	1	R-2	29-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T02	A	929 N COMMERCE ST	10	R-2	19-Oct-21
T02	A	945 N COMMERCE ST	10	R-2	19-Oct-21
T02	B	2135 ACACIA CT	1	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
T02	B	2150 MONTE DIABLO AV	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
T02	B	2158 MONTE DIABLO AV	8	THREE FAMILY UNIT-TRIPLEX	22-Oct-21
T02	B	2166 MONTE DIABLO AV	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
T02	B	2218 MONTE DIABLO AV	5	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
T02	B	339 E MAGNOLIA ST	1	THREE FAMILY UNIT-TRIPLEX	25-Feb-21
T02	B	518 MODESTO AV 1	12	THREE FAMILY UNIT-TRIPLEX	03-Dec-21
T02	B	104 E SONORA ST	10	R-2	22-Oct-21
T02	B	1107 N COMMERCE ST	9	R-2	22-Sep-21
T02	B	1139 S CALIFORNIA ST	5	R-2	22-Sep-21
T02	B	1224 N COMMERCE ST		R-2	07-Jul-21
T02	B	1227 N COMMERCE ST	10	R-2	09-Nov-21
T02	B	125 W ROSE ST	11	R-2	09-Nov-21
T02	B	129 W OAK ST	6	R-2	10-Nov-21
T02	B	129 W POPLAR ST	1	R-2	25-Feb-21
T02	B	132 W VINE ST	10	R-2	22-Sep-21
T02	B	1449 S SUTTER ST	9	R-2	22-Sep-21
T02	B	20 W VINE ST	11	R-2	09-Nov-21
T02	B	202 W OAK ST	2	R-2	13-Apr-21
T02	B	215 N CALIFORNIA ST	9	R-2	22-Sep-21
T02	B	219 E PARK ST	5	R-2	07-Jul-21
T02	B	236 W ACACIA ST	12	R-2	03-Dec-21
T02	B	248 W OAK ST	10	R-2	22-Oct-21
T02	B	302 E POPLAR ST	5	R-2	07-Jul-21
T02	B	317 W OAK ST	11	R-2	10-Nov-21
T02	B	324 E JACKSON ST	11	R-2	03-Dec-21
T02	B	324 E MAGNOLIA ST	3	R-2	13-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T02	B	337 E MAGNOLIA ST	5	R-2	07-Jul-21
T02	B	339 W OAK ST	3	R-2	13-Apr-21
T02	B	342 W PARK ST	11	R-2	10-Nov-21
T02	B	345 W FLORA ST	11	R-2	03-Dec-21
T02	B	39 W VINE ST	5	R-2	07-Jul-21
T02	B	427 E POPLAR ST	6	R-2	22-Sep-21
T02	B	430 E VINE ST	11	R-2	03-Dec-21
T02	B	436 W OAK ST	12	R-2	10-Nov-21
T02	B	5 W WILLOW ST	11	R-2	09-Nov-21
T02	B	519 N MADISON ST	3	R-2	13-Apr-21
T02	B	525 N MADISON ST	3	R-2	13-Apr-21
T02	B	527 N YOSEMITE ST	10	R-2	09-Nov-21
T02	B	617 N AURORA ST	10	R-2	22-Oct-21
T02	B	710 E OAK ST	2	R-2	02-Mar-21
T02	B	721 E OAK ST	2	R-2	02-Mar-21
T02	B	821 N AMERICAN ST	10	R-2	22-Oct-21
T02	B	835 E MAIN ST	1	R-2	25-Feb-21
T02	B	921 N CALIFORNIA ST	5	R-2	07-Jul-21
T02	B	925 N MONROE ST	3	R-2	22-Sep-21
T02	B	938 N SUTTER ST	9	R-2	22-Sep-21
T02	C	1309 CARLTON AV	5	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	1847 W FLORA ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	1876 W ACACIA ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	1970 W ACACIA ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	2104 W FREMONT ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	2164 LUCERNE AV	2	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	2172 LUCERNE AV	2	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	2178 LUCERNE AV	2	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	2606 DELAWARE AV	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T02	C	2619 W ACACIA ST	2	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T02	C	1020 N SAN JOAQUIN ST	1	R-2	16-Dec-21
T02	C	1220 N SAN JOAQUIN ST	11	R-2	04-Jun-21
T02	C	131 W WYANDOTTE ST	9	R-2	04-Jun-21
T02	C	137 W MAGNOLIA ST	11	R-2	04-Jun-21
T02	C	19 W WILLOW ST	11	R-2	04-Jun-21
T02	C	221 E ROSE ST	11	R-2	04-Jun-21
T02	C	26 W POPLAR ST	9	R-2	12-Jul-21
T02	C	319 E ROSE ST	8	R-2	04-Jun-21
T02	C	409 E ROSE ST	9	R-2	04-Jun-21
T02	C	535 W FLORA ST	11	R-2	14-Oct-21
T02	C	722 N SAN JOAQUIN ST	9	R-2	04-Jun-21
T02	C	9 W WILLOW ST	11	R-2	04-Jun-21
T02	C	940 N SAN JOAQUIN ST	9	R-2	04-Jun-21
COMPANY 3					
E03	A	1734 E WORTH ST	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E03	A	1740 E WORTH ST	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E03	A	1755 MILTON ST	5	THREE FAMILY UNIT-TRIPLEX	18-Mar-21
E03	A	1810 E WORTH ST	8	THREE FAMILY UNIT-TRIPLEX	22-Apr-21
E03	A	1850 E WORTH ST	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E03	A	2124 S UNION ST	5	THREE FAMILY UNIT-TRIPLEX	16-Mar-21
E03	A	2125 S UNION ST	12	THREE FAMILY UNIT-TRIPLEX	16-Mar-21
E03	A	2134 S UNION ST	9	THREE FAMILY UNIT-TRIPLEX	07-Sep-21
E03	A	922 S PILGRIM ST	12	THREE FAMILY UNIT-TRIPLEX	16-Mar-21
E03	A	928 S PILGRIM ST	12	THREE FAMILY UNIT-TRIPLEX	16-Mar-21
E03	A	931 S AIRPORT WY	12	THREE FAMILY UNIT-TRIPLEX	16-Mar-21
E03	A	1020 S CALIFORNIA ST	8	R-2	07-Sep-21
E03	A	1121 S AMERICAN ST	10	R-2	19-Oct-21
E03	A	1217 E MARKET ST	9	R-2	07-Sep-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E03	A	1218 E HAZELTON AV	10	R-2	05-Nov-21
E03	A	1225 S AMERICAN ST	5	R-2	18-Mar-21
E03	A	123 S AIRPORT WY	11	R-2	05-Nov-21
E03	A	131 S AIRPORT WY	11	R-2	05-Nov-21
E03	A	1423 E MARKET ST	10	R-2	05-Nov-21
E03	A	1554 S AURORA ST	9	R-2	07-Sep-21
E03	A	1616 E MARKET ST	10	R-2	05-Nov-21
E03	A	1921 POCK LN	7	R-2	07-Sep-21
E03	A	2141 DOCKERY CT	10	R-2	05-Nov-21
E03	A	642 S SIERRA NEVADA ST	11	R-2	05-Nov-21
E03	A	644 E WORTH ST	1	R-2	26-Feb-21
E03	A	902 S CALIFORNIA ST	9	R-2	07-Sep-21
E03	B	1142 S CALIFORNIA ST	10	THREE FAMILY UNIT-TRIPLEX	10-Nov-21
E03	B	1921 MYRTLE ST	12	THREE FAMILY UNIT-TRIPLEX	18-Feb-21
E03	B	646 E CLAY ST	1	THREE FAMILY UNIT-TRIPLEX	18-Feb-21
E03	B	908 S AMERICAN ST	6	THREE FAMILY UNIT-TRIPLEX	12-Aug-21
E03	B	917 S AMERICAN ST	7	THREE FAMILY UNIT-TRIPLEX	12-Aug-21
E03	B	1608 E SIXTH ST	10	R-2	09-Nov-21
E03	B	1624 E SIXTH ST	7	R-2	09-Nov-21
E03	B	18 N PILGRIM ST	2	R-2	18-Feb-21
E03	B	2049 S SAN JOAQUIN ST	10	R-2	10-Nov-21
E03	B	2123 NIGHTINGALE AV	3	R-2	03-Mar-21
E03	B	2127 NIGHTINGALE AV	10	R-2	08-Dec-21
E03	B	2131 NIGHTINGALE AV	10	R-2	08-Dec-21
E03	B	2210 S SUTTER ST	10	R-2	10-Nov-21
E03	B	25 S PILGRIM ST	4	R-2	01-May-21
E03	B	35 S PILGRIM ST	8	R-2	12-Aug-21
E03	B	532 S PILGRIM ST	10	R-2	09-Nov-21
E03	B	826 S SIERRA NEVADA ST	10	R-2	09-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E03	C	136 E SIXTH ST	12	THREE FAMILY UNIT-TRIPLEX	03-Dec-21
E03	C	1535 S AMERICAN ST	12	THREE FAMILY UNIT-TRIPLEX	31-Mar-21
E03	C	1852 S CALIFORNIA ST	1	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E03	C	19 S PILGRIM ST	11	THREE FAMILY UNIT-TRIPLEX	02-Dec-21
E03	C	1931 S AMERICAN ST	1	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E03	C	2035 S HUNTER ST	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E03	C	503 E FIRST ST	1	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E03	C	653 E SIXTH ST	11	THREE FAMILY UNIT-TRIPLEX	02-Dec-21
E03	C	1209 S STANISLAUS ST	8	R-2	08-Dec-21
E03	C	1236 E SONORA ST	6	R-2	02-Dec-21
E03	C	1311 E SONORA ST	10	R-2	02-Dec-21
E03	C	1323 S WILSON WY	12	R-2	02-Dec-21
E03	C	1510 E SIXTH ST	10	R-2	19-Nov-21
E03	C	1532 E SIXTH ST	10	R-2	19-Nov-21
E03	C	1540 E SIXTH ST	10	R-2	19-Nov-21
E03	C	1552 E SIXTH ST	10	R-2	19-Nov-21
E03	C	1570 E SIXTH ST	10	R-2	19-Nov-21
E03	C	1580 E SIXTH ST	10	R-2	19-Nov-21
E03	C	2045 S CALIFORNIA ST	8	R-2	02-Nov-21
E03	C	302 S UNION ST	5	R-2	02-Nov-21
E03	C	430 E SIXTH ST	10	R-2	02-Dec-21
T03	A	117 S SIERRA NEVADA ST		THREE FAMILY UNIT-TRIPLEX	03-Apr-21
T03	A	1204 E MARKET ST	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	1409 E MARKET ST	10	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	1732 E CHEROKEE RD	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	1932 VICKI LN	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	2164 E CHEROKEE RD	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	2314 E ALPINE AV	1	THREE FAMILY UNIT-TRIPLEX	29-Mar-21
T03	A	2612 E CHEROKEE RD	5	THREE FAMILY UNIT-TRIPLEX	29-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T03	A	318 S UNION ST	12	THREE FAMILY UNIT-TRIPLEX	03-Apr-21
T03	A	42 S PILGRIM ST	12	THREE FAMILY UNIT-TRIPLEX	16-Apr-21
T03	A	422 S UNION ST	1	THREE FAMILY UNIT-TRIPLEX	03-Apr-21
T03	A	528 S UNION ST	12	THREE FAMILY UNIT-TRIPLEX	03-Apr-21
T03	A	1030 S GRANT ST	2	R-2	03-Apr-21
T03	A	1034 S CALIFORNIA ST	3	R-2	03-Apr-21
T03	A	1129 E CHANNEL ST	3	R-2	22-Feb-21
T03	A	1145 S AMERICAN ST	10	R-2	18-Nov-21
T03	A	1325 CHANNEL ST	11	R-2	25-Oct-21
T03	A	1326 E LINDSAY ST	6	R-2	29-Mar-21
T03	A	1856 E FLORA ST	7	R-2	09-Jul-21
T03	A	1901 VICKI LN		R-2	26-Aug-21
T03	A	1902 VICKI LN	9	R-2	08-Nov-21
T03	A	2806 N E ST	3	R-2	29-Mar-21
T03	A	3130 N E ST	5	R-2	29-Mar-21
T03	A	530 N AIRPORT WY	10	R-2	25-Oct-21
T03	A	640 N FILBERT ST	10	R-2	25-Oct-21
T03	A	705 N AIRPORT WY	9	R-2	07-Sep-21
T03	A	837 N PILGRIM ST 1	3	R-2	19-Apr-21
T03	A	841 N AIRPORT WY	6	R-2	03-Apr-21
T03	B	1305 E FLORA ST	9	THREE FAMILY UNIT-TRIPLEX	10-Sep-21
T03	B	1441 SIERRA LN	12	THREE FAMILY UNIT-TRIPLEX	26-Mar-21
T03	B	1727 RHODE ISLAND AV	5	THREE FAMILY UNIT-TRIPLEX	26-Apr-21
T03	B	2150 E FLORA ST	12	THREE FAMILY UNIT-TRIPLEX	26-Mar-21
T03	B	2204 WATERLOO RD	12	THREE FAMILY UNIT-TRIPLEX	26-Mar-21
T03	B	528 E SIXTH ST	9	THREE FAMILY UNIT-TRIPLEX	22-Sep-21
T03	B	530 GRATTAN AV	12	THREE FAMILY UNIT-TRIPLEX	26-Mar-21
T03	B	548 E NINTH ST	12	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
T03	B	620 E SIXTH ST	12	THREE FAMILY UNIT-TRIPLEX	13-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T03	B	645 N AIRPORT WY	5	THREE FAMILY UNIT-TRIPLEX	26-Apr-21
T03	B	727 N PILGRIM ST	3	THREE FAMILY UNIT-TRIPLEX	23-Jun-21
T03	B	1133 E PARK ST	11	R-2	03-Dec-21
T03	B	1143 E PARK ST	10	R-2	08-Dec-21
T03	B	1219 E PARK ST	11	R-2	03-Nov-21
T03	B	1235 E MAIN ST	7	R-2	19-Jul-21
T03	B	1236 E OAK ST	7	R-2	19-Jul-21
T03	B	1246 E OAK ST	7	R-2	19-Jul-21
T03	B	1314 E OAK ST	9	R-2	06-Oct-21
T03	B	1334 E PARK ST	3	R-2	19-Apr-21
T03	B	1406 E POPLAR ST	5	R-2	03-Jun-21
T03	B	1470 E SIXTH ST	11	R-2	09-Nov-21
T03	B	1525 E SIXTH ST	8	R-2	06-Aug-21
T03	B	1562 E SIXTH ST	10	R-2	05-Oct-21
T03	B	1626 NEWPORT AV	1	R-2	08-Dec-21
T03	B	1639 E SIXTH ST	10	R-2	05-Oct-21
T03	B	1933 E OAK ST	9	R-2	05-Oct-21
T03	B	2263 ROOSEVELT ST	11	R-2	26-Mar-21
T03	B	429 S PILGRIM ST 1	9	R-2	22-Sep-21
T03	B	522 N PILGRIM ST	3	R-2	13-May-21
T03	B	530 N PILGRIM ST	3	R-2	02-Jun-21
T03	B	539 S PILGRIM ST	11	R-2	08-Dec-21
T03	B	708 N PILGRIM ST	9	R-2	17-Sep-21
T03	B	720 E JEFFERSON ST	11	R-2	04-Nov-21
T03	B	726 E JEFFERSON ST	11	R-2	04-Nov-21
T03	B	802 E JEFFERSON ST	8	R-2	06-Aug-21
T03	C	1526 S AURORA ST	5	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T03	C	1536 S AURORA ST	5	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
T03	C	1601 S AURORA ST	12	THREE FAMILY UNIT-TRIPLEX	08-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T03	C	1730 S STANISLAUS ST	1	THREE FAMILY UNIT-TRIPLEX	10-Feb-21
T03	C	2011 S AMERICAN ST	12	THREE FAMILY UNIT-TRIPLEX	08-Apr-21
T03	C	2016 S SUTTER ST	1	THREE FAMILY UNIT-TRIPLEX	23-Jun-21
T03	C	2019 S AMERICAN ST	2	THREE FAMILY UNIT-TRIPLEX	08-Apr-21
T03	C	2019 S SAN JOAQUIN ST	7	THREE FAMILY UNIT-TRIPLEX	04-Nov-21
T03	C	2020 S CALIFORNIA ST	12	THREE FAMILY UNIT-TRIPLEX	08-Apr-21
T03	C	2027 S SAN JOAQUIN ST	7	THREE FAMILY UNIT-TRIPLEX	04-Nov-21
T03	C	523 N SIERRA NEVADA ST	9	THREE FAMILY UNIT-TRIPLEX	31-Mar-21
T03	C	630 N SIERRA NEVADA ST	3	THREE FAMILY UNIT-TRIPLEX	12-Mar-21
T03	C	724 E FOURTH ST	12	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
T03	C	738 HEMLOCK ST	2	THREE FAMILY UNIT-TRIPLEX	12-Mar-21
T03	C	821 E SECOND ST	12	THREE FAMILY UNIT-TRIPLEX	10-Feb-21
T03	C	919 E SECOND ST	3	THREE FAMILY UNIT-TRIPLEX	10-Feb-21
T03	C	1128 S STANISLAUS ST	10	R-2	14-Oct-21
T03	C	1205 E WEBER AV	11	R-2	08-Oct-21
T03	C	1233 E WEBER AV	2	R-2	12-Mar-21
T03	C	1302 S GRANT ST	6	R-2	22-Jun-21
T03	C	1321 E WASHINGTON ST		R-2	08-Sep-21
T03	C	1433 E SIXTH ST	5	R-2	06-Apr-21
T03	C	1450 E SIXTH ST	11	R-2	26-Oct-21
T03	C	1480 E SIXTH ST	11	R-2	26-Oct-21
T03	C	15 N SIERRA NEVADA ST	10	R-2	08-Oct-21
T03	C	1607 E SIXTH ST	10	R-2	26-Oct-21
T03	C	1653 E SIXTH ST	11	R-2	26-Oct-21
T03	C	2024 S SUTTER ST	1	R-2	26-Apr-21
T03	C	2435 WATERLOO RD	2	R-2	23-Feb-21
T03	C	518 N SIERRA NEVADA ST	1	R-2	10-Feb-21
T03	C	633 E THIRD ST	3	R-2	30-Mar-21
T03	C	927 S STANISLAUS ST	10	R-2	14-Oct-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
COMPANY 4					
E04	A	1456 SAN ROCCO CI	2	THREE FAMILY UNIT-TRIPLEX	06-Oct-21
E04	A	4114 N PERSHING AV	7	THREE FAMILY UNIT-TRIPLEX	21-Jul-21
E04	A	6218 PORTERFIELD CT	10	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E04	A	6226 PORTERFIELD CT	8	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E04	A	6282 PORTERFIELD CT	12	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E04	A	6308 PORTERFIELD CT	12	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E04	A	1117 W SWAIN RD	9	R-2	09-Dec-21
E04	A	1144 PORTER AV	12	R-2	09-Dec-21
E04	A	126 E JAMESTOWN ST	8	R-2	09-Dec-21
E04	A	1350 BUCKINGHAM WY	10	R-2	09-Dec-21
E04	A	1351 BUCKINGHAM WY	11	R-2	09-Dec-21
E04	A	1361 BUCKINGHAM WY	8	R-2	09-Dec-21
E04	A	22 W JAMESTOWN ST	10	R-2	09-Dec-21
E04	A	24 W JAMESTOWN ST	10	R-2	09-Dec-21
E04	A	26 W JAMESTOWN ST	10	R-2	09-Dec-21
E04	A	39 GATEWAY CT	8	R-2	09-Dec-21
E04	A	443 GLENDORA AV	5	R-2	24-Jun-21
E04	A	4441 DENBY LN	11	R-2	09-Dec-21
E04	A	4444 DORSET ST	9	R-2	09-Dec-21
E04	A	4464 DORSET ST	8	R-2	09-Dec-21
E04	A	4470 DORSET ST	8	R-2	09-Dec-21
E04	A	4545 KENTFIELD RD	8	R-2	09-Dec-21
E04	A	5216 BASILICA DR	10	R-2	09-Dec-21
E04	A	824 DOUGLAS RD	11	R-2	09-Dec-21
E04	A	831 W SWAIN RD	2	R-2	09-Dec-21
E04	A	935 W SWAIN RD	2	R-2	09-Dec-21
E04	B	108 E BIANCHI RD	9	R-2	09-Nov-21
E04	B	111 GATEWAY CT	3	R-2	20-May-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E04	B	1112 STRATFORD CI	10	R-2	15-Dec-21
E04	B	1223 STRATFORD CI	10	R-2	15-Dec-21
E04	B	1225 EL MONTE ST	9	R-2	15-Nov-21
E04	B	1249 STRATFORD CI	3	R-2	15-Nov-21
E04	B	133 GATEWAY CT	10	R-2	03-Dec-21
E04	B	150 GATEWAY CT	6	R-2	20-May-21
E04	B	1540 MOSAIC WY	10	R-2	15-Dec-21
E04	B	20 GATEWAY CT	11	R-2	15-Dec-21
E04	B	215 COVENTRY DR	3	R-2	01-Jun-21
E04	B	227 COVENTRY DR	3	R-2	20-May-21
E04	B	239 COVENTRY DR	6	R-2	07-Jun-21
E04	B	251 COVENTRY DR	3	R-2	01-Jun-21
E04	B	263 COVENTRY DR	9	R-2	09-Dec-21
E04	B	275 COVENTRY DR	5	R-2	06-May-21
E04	B	326 E BIANCHI RD	1	R-2	20-May-21
E04	B	4450 DORSET ST	8	R-2	03-Dec-21
E04	B	4477 COTTON CT	1	R-2	07-Jun-21
E04	B	4478 COTTON CT	9	R-2	09-Nov-21
E04	B	4486 COTTON CT	10	R-2	15-Dec-21
E04	B	4707 KENTFIELD RD	10	R-2	15-Dec-21
E04	B	4738 GROUSE RUN DR	9	R-2	15-Nov-21
E04	B	4804 GROUSE RUN DR	10	R-2	15-Dec-21
E04	B	4825 KENTFIELD RD	10	R-2	15-Dec-21
E04	B	4850 KENTFIELD RD	7	R-2	09-Nov-21
E04	B	4860 KENTFIELD RD	8	R-2	09-Nov-21
E04	B	4926 GROUSE RUN DR	10	R-2	15-Dec-21
E04	B	4952 KENTFIELD RD	10	R-2	15-Dec-21
E04	B	4960 KENTFIELD RD	10	R-2	03-Dec-21
E04	B	4968 KENTFIELD RD	10	R-2	15-Dec-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E04	B	5020 VIRTUE ARC DR	10	R-2	09-Dec-21
E04	B	531 GLENDORA AV	5	R-2	24-Jun-21
E04	B	5610 STRATFORD CI	10	R-2	15-Dec-21
E04	B	5650 STRATFORD CI	10	R-2	15-Dec-21
E04	B	6032 GETTYSBURG PL	3	R-2	25-Jun-21
E04	B	6191 GETTYSBURG PL	9	R-2	10-Nov-21
E04	B	6220 GETTYSBURG PL	10	R-2	15-Dec-21
E04	B	6244 GETTYSBURG PL	11	R-2	15-Dec-21
E04	B	6248 GETTYSBURG PL	9	R-2	10-Nov-21
E04	B	6250 GETTYSBURG PL	8	R-2	10-Nov-21
E04	B	6433 INGLEWOOD AV	2	R-2	24-Jun-21
E04	B	65 GATEWAY CT	9	R-2	19-Jan-21
E04	B	6512 GUNTON WY	9	R-2	03-Dec-21
E04	B	6526 GUNTON WY	8	R-2	19-Jan-21
E04	B	6528 GUNTON WY	11	R-2	15-Nov-21
E04	B	7007 INGLEWOOD AV	1	R-2	24-Jun-21
E04	B	77 GATEWAY CT	10	R-2	03-Dec-21
E04	B	826 DOUGLAS RD	7	R-2	10-Nov-21
E04	B	89 GATEWAY CT	3	R-2	09-Nov-21
E04	B	932 PORTER AV	11	R-2	15-Dec-21
E04	C	1119 PORTER AV	5	THREE FAMILY UNIT-TRIPLEX	05-Apr-21
E04	C	310 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	311 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	319 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	337 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	403 FELTON WY	1	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	415 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	423 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	431 FELTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E04	C	508 MARENGO AV	12	THREE FAMILY UNIT-TRIPLEX	14-Mar-21
E04	C	6411 ALTURAS AV	1	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	6415 ALTURAS AV	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	6421 ALTURAS AV	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	6525 GUNTON WY	1	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	6533 GUNTON WY	12	THREE FAMILY UNIT-TRIPLEX	20-Dec-21
E04	C	6603 GUNTON WY	8	THREE FAMILY UNIT-TRIPLEX	18-Oct-21
E04	C	6618 GUNTON WY	1	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	6624 GUNTON WY	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	7034 INGLEWOOD AV	12	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E04	C	10 W SWAIN RD A	1	R-2	17-Feb-21
E04	C	1011 ROSEMARIE LN	11	R-2	20-Dec-21
E04	C	1020 ROSEMARIE LN	5	R-2	18-Oct-21
E04	C	1025 ROSEMARIE LN	11	R-2	24-Dec-21
E04	C	1108 PORTER AV	12	R-2	13-Nov-21
E04	C	1108 ROSEMARIE LN	5	R-2	18-Oct-21
E04	C	112 E BIANCHI RD	8	R-2	18-Oct-21
E04	C	1123 W SWAIN RD	12	R-2	13-Nov-21
E04	C	1141 STRATFORD CI	8	R-2	18-Oct-21
E04	C	1141 W SWAIN RD	9	R-2	16-Jul-21
E04	C	1176 ROSEMARIE LN	2	R-2	23-Feb-21
E04	C	124 E BIANCHI RD	10	R-2	13-Nov-21
E04	C	1691 W SWAIN RD	3	R-2	18-Oct-21
E04	C	1744 QUAIL LAKES DR	10	R-2	20-Dec-21
E04	C	1919 QUAIL LAKES DR	5	R-2	08-Jul-21
E04	C	202 W BENJAMIN HOLT DR	9	R-2	18-Oct-21
E04	C	204 E BIANCHI RD	10	R-2	20-Dec-21
E04	C	216 E BIANCHI RD	9	R-2	18-Oct-21
E04	C	225 W BENJAMIN HOLT DR	10	R-2	13-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E04	C	245 W BENJAMIN HOLT DR	6	R-2	18-Oct-21
E04	C	302 W BENJAMIN HOLT DR	6	R-2	18-Oct-21
E04	C	303 W BENJAMIN HOLT DR	10	R-2	20-Dec-21
E04	C	4303 MANCHESTER AV	5	R-2	05-Apr-21
E04	C	4304 MANCHESTER AV	1	R-2	17-Feb-21
E04	C	4404 MANCHESTER AV	11	R-2	21-Dec-21
E04	C	4444 MANCHESTER AV	7	R-2	18-Oct-21
E04	C	4445 COTTON CT	7	R-2	16-Jul-21
E04	C	4976 KENTFIELD RD	10	R-2	13-Nov-21
E04	C	4981 KENTFIELD RD	9	R-2	18-Oct-21
E04	C	4983 KENTFIELD RD	9	R-2	18-Oct-21
E04	C	4984 KENTFIELD RD	10	R-2	13-Nov-21
E04	C	4992 KENTFIELD RD	10	R-2	13-Nov-21
E04	C	4997 KENTFIELD RD	1	R-2	17-Feb-21
E04	C	6232 N PERSHING AV	12	R-2	13-Nov-21
E04	C	6233 N PERSHING AV	12	R-2	13-Nov-21
E04	C	6375 ALTURAS AV	9	R-2	18-Oct-21
E04	C	923 W SWAIN RD	9	R-2	18-Oct-21
E04	C	942 PORTER AV	2	R-2	23-Feb-21
T04	A	5529 SANDPIPER CT	9	THREE FAMILY UNIT-TRIPLEX	18-Nov-21
T04	A	5530 FOX SPARROW CT	8	THREE FAMILY UNIT-TRIPLEX	18-Nov-21
T04	A	626 W LOS FELIS AV	5	THREE FAMILY UNIT-TRIPLEX	05-Jul-21
T04	A	6274 PORTERFIELD CT	9	THREE FAMILY UNIT-TRIPLEX	18-Nov-21
T04	A	1572 EMILY CT	7	R-2	17-Nov-21
T04	A	1619 BRIDLE PH	9	R-2	17-Nov-21
T04	A	4452 COTTON CT	3	R-2	17-Nov-21
T04	A	4453 COTTON CT	7	R-2	17-Nov-21
T04	A	4469 COTTON CT	8	R-2	17-Nov-21
T04	A	8635 SANTA PAULA WY	10	R-2	17-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T04	B	11 E IRIS AV	3	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
T04	B	1501 BLACKOAK DR	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	1582 SILVER CREEK CI	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	1590 SILVER CREEK CI	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	1730 LONG BARN WY	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	20 E GLENCANNON ST	12	THREE FAMILY UNIT-TRIPLEX	24-Jun-21
T04	B	233 GOYA DR	10	THREE FAMILY UNIT-TRIPLEX	28-Sep-21
T04	B	305 PRADO WY	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	306 EL CAMINO AV	12	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
T04	B	307 GOYA DR	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	406 PRADO WY	12	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	409 MORRO LN	12	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5517 TREE SWALLOW CT	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5530 TREE SWALLOW CT	2	THREE FAMILY UNIT-TRIPLEX	30-Jun-21
T04	B	5531 TREE SWALLOW CT	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5544 TREE SWALLOW CT	11	THREE FAMILY UNIT-TRIPLEX	22-Nov-21
T04	B	5545 TREE SWALLOW CT	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5558 TREE SWALLOW CT	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5559 TREE SWALLOW CT	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5573 TREE SWALLOW CT	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5601 CASCADE CT	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5602 CASCADE CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5607 BLACKOAK CT	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5608 BLACKOAK CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5609 CASCADE CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5614 BLACKOAK CT	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	5615 BLACKOAK CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	6710 N EL DORADO ST	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	7421 BODEGA LN	8	THREE FAMILY UNIT-TRIPLEX	05-Aug-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T04	B	7422 LOS MOLINAS LN	10	THREE FAMILY UNIT-TRIPLEX	22-Oct-21
T04	B	7423 LOS MOLINAS LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
T04	B	8205 KILTIE WY	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
T04	B	8710 SANTA MARIA WY	6	THREE FAMILY UNIT-TRIPLEX	24-Jun-21
T04	B	8817 LITTLEOAKS WY	5	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
T04	B	8837 KELLEY DR	5	THREE FAMILY UNIT-TRIPLEX	30-Sep-21
T04	B	118 E SWAIN RD	6	R-2	30-Jun-21
T04	B	210 E IRIS AV	2	R-2	24-Jun-21
T04	B	218 STRATHAVEN WY	11	R-2	09-Nov-21
T04	B	229 E IRIS AV	11	R-2	22-Nov-21
T04	B	233 IRIS CT	11	R-2	22-Nov-21
T04	B	234 STRATHAVEN WY	11	R-2	09-Nov-21
T04	B	237 IRIS CT	11	R-2	22-Nov-21
T04	B	2413 SANTIAGO WY	11	R-2	10-Nov-21
T04	B	244 STRATHAVEN WY	11	R-2	09-Nov-21
T04	B	245 IRIS CT	11	R-2	22-Nov-21
T04	B	261 IRIS CT	11	R-2	22-Nov-21
T04	B	263 IRIS CT	11	R-2	22-Nov-21
T04	B	277 E IRIS AV	11	R-2	22-Nov-21
T04	B	285 E IRIS AV	11	R-2	22-Nov-21
T04	B	322 GREENOCH WY	11	R-2	22-Nov-21
T04	B	330 GREENOCH WY	11	R-2	22-Nov-21
T04	B	3609 W BENJAMIN HOLT DR	8	R-2	05-Aug-21
T04	B	4460 COTTON CT	12	R-2	22-Nov-21
T04	B	4770 WEST LN	3	R-2	18-Feb-21
T04	B	6131 GETTYSBURG PL	9	R-2	22-Oct-21
T04	B	7914 LAN ARK DR	11	R-2	22-Nov-21
T04	B	7919 TAM O SHANTER DR	10	R-2	10-Sep-21
T04	B	7920 LAN ARK DR	11	R-2	22-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T04	B	7926 LAN ARK DR	11	R-2	22-Nov-21
T04	B	7931 ARGUELLO DR	11	R-2	10-Nov-21
T04	B	8001 LAN ARK DR	11	R-2	22-Nov-21
T04	B	8007 LAN ARK DR	11	R-2	22-Nov-21
T04	B	8021 LAN ARK DR	11	R-2	09-Nov-21
T04	B	8049 N EL DORADO ST	9	R-2	10-Sep-21
T04	B	8651 SANTA PAULA WY	7	R-2	30-Jul-21
T04	B	8659 ACAPULCO WY	9	R-2	10-Sep-21
T04	C	1051 PORTER AV	12	THREE FAMILY UNIT-TRIPLEX	30-Apr-21
T04	C	1059 PORTER AV	3	THREE FAMILY UNIT-TRIPLEX	16-Sep-21
T04	C	1111 PORTER AV	7	THREE FAMILY UNIT-TRIPLEX	01-Dec-21
T04	C	1127 PORTER AV	7	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
T04	C	1132 PORTER AV	1	THREE FAMILY UNIT-TRIPLEX	28-Feb-21
T04	C	1138 PORTER AV	12	THREE FAMILY UNIT-TRIPLEX	08-Oct-21
T04	C	1239 SUTHERLAND DR	2	THREE FAMILY UNIT-TRIPLEX	17-Apr-21
T04	C	1659 PORTER WY	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	1665 PORTER WY	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	1735 W SWAIN RD	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	3034 WENTWORTH DR	12	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6041 INGLEWOOD AV	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	6238 GETTYSBURG PL	12	THREE FAMILY UNIT-TRIPLEX	16-Apr-21
T04	C	6630 N EL DORADO ST	7	THREE FAMILY UNIT-TRIPLEX	01-Dec-21
T04	C	6704 N EL DORADO ST	10	THREE FAMILY UNIT-TRIPLEX	08-Nov-21
T04	C	6709 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	13-Mar-21
T04	C	6716 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	6717 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	24-Feb-21
T04	C	6722 N EL DORADO ST	10	THREE FAMILY UNIT-TRIPLEX	08-Nov-21
T04	C	6725 N EL DORADO ST	6	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6802 ROSARIO DR	2	THREE FAMILY UNIT-TRIPLEX	30-May-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T04	C	6811 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6821 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6829 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	6905 N EL DORADO ST	12	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6915 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	6923 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	6931 N EL DORADO ST	5	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
T04	C	827 W PONCE DE LEON AV	2	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	830 YERBA BUENA AV	2	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	833 W PONCE DE LEON AV	1	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
T04	C	835 PORTER AV	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	8501 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	17-Apr-21
T04	C	8607 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	15-Sep-21
T04	C	8633 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	30-Apr-21
T04	C	8719 KELLEY DR	5	THREE FAMILY UNIT-TRIPLEX	30-Apr-21
T04	C	8727 KELLEY DR	5	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	8735 KELLEY DR	10	THREE FAMILY UNIT-TRIPLEX	08-Nov-21
T04	C	8805 KELLEY DR	10	THREE FAMILY UNIT-TRIPLEX	08-Nov-21
T04	C	8813 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	09-Oct-21
T04	C	8821 KELLEY DR	8	THREE FAMILY UNIT-TRIPLEX	08-Nov-21
T04	C	8829 KELLEY DR	9	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
T04	C	923 PORTER AV	12	THREE FAMILY UNIT-TRIPLEX	30-May-21
T04	C	1569 EMILY CT	3	R-2	06-May-21
T04	C	221 QUINCY ST	10	R-2	01-Dec-21
T04	C	232 CORDOVA LN	2	R-2	30-May-21
T04	C	3044 AMHERST DR	3	R-2	30-May-21
T04	C	6803 N EL DORADO ST	11	R-2	01-Dec-21
T04	C	838 KNICKERBOCKER DR	10	R-2	01-Dec-21
T04	C	8618 ACAPULCO WY	10	R-2	01-Dec-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
T04	C	8642 ACAPULCO WY	5	R-2	26-Aug-21
COMPANY 5					
E05	A	1753 S MADISON	6	THREE FAMILY UNIT-TRIPLEX	15-Jul-21
E05	B	1539 TURNPIKE RD	10	R-2	11-Dec-21
E05	B	2606 S HARRISON ST	1	R-2	01-Apr-21
E05	C	1955 S STOCKTON ST	3	THREE FAMILY UNIT-TRIPLEX	25-Mar-21
E05	C	1547 TURNPIKE RD	8	R-2	10-Aug-21
E05	C	2571 S EL DORADO ST	8	R-2	09-Aug-21
COMPANY 6					
E06	A	1022 BUENA VISTA AV	1	THREE FAMILY UNIT-TRIPLEX	04-Mar-21
E06	A	1030 BUENA VISTA AV	1	THREE FAMILY UNIT-TRIPLEX	15-Feb-21
E06	A	1111 N YOSEMITE ST	1	THREE FAMILY UNIT-TRIPLEX	09-Feb-21
E06	A	1234 W PARK ST	2	THREE FAMILY UNIT-TRIPLEX	23-Mar-21
E06	A	1330 N STOCKTON ST	2	THREE FAMILY UNIT-TRIPLEX	04-Mar-21
E06	A	1340 W FLORA ST	1	THREE FAMILY UNIT-TRIPLEX	15-Feb-21
E06	A	1629 CORNELL CT	2	THREE FAMILY UNIT-TRIPLEX	15-Feb-21
E06	A	1645 CORNELL CT	7	THREE FAMILY UNIT-TRIPLEX	27-Jul-21
E06	A	2702 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	2707 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	2722 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	2725 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	2807 PIXIE DR	9	THREE FAMILY UNIT-TRIPLEX	15-Jul-21
E06	A	2815 PIXIE DR	11	THREE FAMILY UNIT-TRIPLEX	01-Oct-21
E06	A	2835 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	2865 PIXIE DR	3	THREE FAMILY UNIT-TRIPLEX	21-Feb-21
E06	A	2871 PIXIE DR	3	THREE FAMILY UNIT-TRIPLEX	21-Feb-21
E06	A	2879 PIXIE DR	8	THREE FAMILY UNIT-TRIPLEX	15-Jul-21
E06	A	2915 PIXIE DR	2	THREE FAMILY UNIT-TRIPLEX	20-Feb-21
E06	A	701 W POPLAR ST	2	THREE FAMILY UNIT-TRIPLEX	23-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E06	A	702 W OAK ST	8	THREE FAMILY UNIT-TRIPLEX	20-Aug-21
E06	A	720 N SAN JOSE ST	2	THREE FAMILY UNIT-TRIPLEX	23-Mar-21
E06	A	722 N PERSHING AV	5	THREE FAMILY UNIT-TRIPLEX	21-Apr-21
E06	A	906 W ACACIA ST	11	THREE FAMILY UNIT-TRIPLEX	23-Mar-21
E06	A	927 N STOCKTON ST	6	THREE FAMILY UNIT-TRIPLEX	10-May-21
E06	A	102 W FLORA ST A	3	R-2	09-Apr-21
E06	A	1025 N CENTER ST	12	R-2	25-Oct-21
E06	A	1025 N MADISON ST	8	R-2	20-Jul-21
E06	A	120 W MAGNOLIA ST	11	R-2	07-Oct-21
E06	A	1802 ELMWOOD AV	11	R-2	01-Oct-21
E06	A	2122 FONTANA AV	7	R-2	20-Jul-21
E06	A	2123 FONTANA AV	6	R-2	10-May-21
E06	A	2150 FONTANA AV	9	R-2	15-Jul-21
E06	A	2216 ELMWOOD AV	6	R-2	10-May-21
E06	A	2324 FRANKLIN AV	1	R-2	15-Feb-21
E06	A	2333 FRANKLIN AV	11	R-2	01-Oct-21
E06	A	35 W MAGNOLIA ST	2	R-2	23-Mar-21
E06	A	519 N MADISON ST		R-2	13-Apr-21
E06	A	620 DAVE BRUBECK WY	5	R-2	05-Jul-21
E06	A	7 W MAGNOLIA ST	8	R-2	13-Oct-21
E06	A	708 N VAN BUREN ST	2	R-2	23-Mar-21
E06	A	825 W POPLAR ST	7	R-2	20-Aug-21
E06	A	833 N HARRISON ST	12	R-2	07-Oct-21
E06	A	844 DAVE BRUBECK WY	8	R-2	22-Jul-21
E06	A	919 N MADISON ST	10	R-2	07-Oct-21
E06	A	931 N MADISON ST		R-2	23-Mar-21
E06	A	935 N MADISON ST	8	R-2	27-Jul-21
E06	A	946 N MADISON ST	12	R-2	07-Oct-21
E06	B	1256 PERRY AV	2	THREE FAMILY UNIT-TRIPLEX	26-Jan-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E06	B	1266 DORAY CT	5	THREE FAMILY UNIT-TRIPLEX	05-Aug-21
E06	B	1401 N MONROE ST	5	THREE FAMILY UNIT-TRIPLEX	05-Aug-21
E06	B	1726 TUXEDO S AV	1	THREE FAMILY UNIT-TRIPLEX	26-Jan-21
E06	B	1756 TUXEDO S AV	3	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E06	B	30 W WILLOW ST	1	THREE FAMILY UNIT-TRIPLEX	26-Dec-21
E06	B	31 W WILLOW ST	12	THREE FAMILY UNIT-TRIPLEX	15-Sep-21
E06	B	630 W HARDING WY	11	THREE FAMILY UNIT-TRIPLEX	04-Dec-21
E06	B	1019 N CENTER ST	12	R-2	04-Dec-21
E06	B	1028 N MADISON ST	3	R-2	06-May-21
E06	B	111 W POPLAR ST	6	R-2	01-Sep-21
E06	B	1122 N MADISON ST	10	R-2	04-Dec-21
E06	B	1128 N COMMERCE ST	11	R-2	04-Dec-21
E06	B	1245 N CENTER ST	1	R-2	05-Aug-21
E06	B	1521 N EDISON ST	8	R-2	28-Sep-21
E06	B	1646 TUXEDO S AV	3	R-2	05-Aug-21
E06	B	17 W POPLAR ST	8	R-2	23-Aug-21
E06	B	1835 ROSELAWN AV	6	R-2	05-Aug-21
E06	B	1914 MICHIGAN AV	3	R-2	05-Aug-21
E06	B	235 W POPLAR ST	6	R-2	05-Aug-21
E06	B	2727 MONTE DIABLO AV		R-2	19-Aug-21
E06	B	303 W FLORA ST	8	R-2	04-Dec-21
E06	B	310 W POPLAR ST	9	R-2	13-Jul-21
E06	B	32 W PARK ST	10	R-2	04-Dec-21
E06	B	320 W ACACIA ST	10	R-2	04-Dec-21
E06	B	322 W OAK ST	10	R-2	04-Dec-21
E06	B	322 W PARK ST	10	R-2	04-Dec-21
E06	B	3301 PACIFIC AV	11	R-2	19-Aug-21
E06	B	3403 PACIFIC AV	10	R-2	26-Jan-21
E06	B	3435 PACIFIC AV	10	R-2	04-Dec-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E06	B	344 W POPLAR ST	12	R-2	04-Dec-21
E06	B	432 W POPLAR ST	9	R-2	23-Sep-21
E06	B	437 W FLORA ST	3	R-2	06-Oct-21
E06	B	507 W PARK ST	3	R-2	05-Aug-21
E06	B	517 N MONROE ST	2	R-2	04-Dec-21
E06	B	518 N MONROE ST	10	R-2	25-Feb-21
E06	B	528 N MONROE ST	10	R-2	04-Dec-21
E06	B	529 N MONROE ST	1	R-2	25-Feb-21
E06	B	533 N MONROE ST	7	R-2	23-Sep-21
E06	B	545 W PARK ST 1-4	3	R-2	25-Feb-21
E06	B	607 N MADISON ST	12	R-2	04-Dec-21
E06	B	620 W FLORA ST	6	R-2	05-Aug-21
E06	B	621 N MONROE ST	1	R-2	05-Aug-21
E06	B	623 W PARK ST - SEE COMMENTS	6	R-2	26-Apr-21
E06	B	635 W PARK ST	5	R-2	05-Aug-21
E06	B	640 W PARK ST	5	R-2	04-Dec-21
E06	B	700 W PARK ST	8	R-2	24-Aug-21
E06	B	724 N EDISON ST - SEE COMMENTS	6	R-2	26-Apr-21
E06	B	730 N EDISON ST - SEE COMMENTS	6	R-2	05-Aug-21
E06	B	815 N MADISON ST	11	R-2	04-Dec-21
E06	B	820 N MONROE ST	9	R-2	23-Sep-21
E06	B	927 N BAKER ST	10	R-2	28-Sep-21
E06	C	1112 N COMMERCE ST	1	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E06	C	1118 N MONROE ST	12	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E06	C	123 W PARK ST	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E06	C	1450 TELEGRAPH AV	9	THREE FAMILY UNIT-TRIPLEX	27-Sep-21
E06	C	1825 W FLORA ST	1	THREE FAMILY UNIT-TRIPLEX	17-May-21
E06	C	2008 BUENA VISTA AV	5	THREE FAMILY UNIT-TRIPLEX	05-Aug-21
E06	C	225 W OAK ST	2	THREE FAMILY UNIT-TRIPLEX	23-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E06	C	27 W MAGNOLIA ST	3	THREE FAMILY UNIT-TRIPLEX	27-Sep-21
E06	C	2841 COUNTRY CLUB BL	1	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E06	C	2845 PIXIE DR	3	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E06	C	2849 COUNTRY CLUB BL	1	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E06	C	3624 MARTEL AV	5	THREE FAMILY UNIT-TRIPLEX	29-Jul-21
E06	C	401 W MARIPOSA AV	1	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E06	C	716 VAN BUREN ST	3	THREE FAMILY UNIT-TRIPLEX	18-Mar-21
E06	C	905 N HARRISON ST	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E06	C	1005 N COMMERCE ST 1	9	R-2	27-Sep-21
E06	C	1018 N COMMERCE ST	3	R-2	18-Mar-21
E06	C	1045 N COMMERCE	11	R-2	08-Oct-21
E06	C	1141 N CENTER ST	1	R-2	19-Mar-21
E06	C	1337 N MADISON ST		R-2	19-Mar-21
E06	C	1442 TELEGRAPH AV	8	R-2	15-Sep-21
E06	C	1456 TELEGRAPH AV	9	R-2	15-Sep-21
E06	C	22 W VINE ST	12	R-2	03-Sep-21
E06	C	2222 RAYMOND AV	7	R-2	21-Oct-21
E06	C	227 W POPLAR ST	8	R-2	03-Sep-21
E06	C	2411 GRANGE AV	11	R-2	01-Oct-21
E06	C	2823 PIXIE DR B	10	R-2	08-Oct-21
E06	C	4 W VINE ST	10	R-2	09-Oct-21
E06	C	402 DAVE BRUBECK WY	6	R-2	29-Jul-21
E06	C	444 W POPLAR ST	7	R-2	09-Oct-21
E06	C	506 DAVE BRUBECK WY	5	R-2	29-Jul-21
E06	C	527 N EDISON ST	7	R-2	03-Aug-21
E06	C	611 N EDISON ST	1	R-2	18-Mar-21
E06	C	623 N EDISON ST	8	R-2	02-Sep-21
E06	C	630 N VAN BUREN ST	10	R-2	09-Oct-21
E06	C	640 DAVE BRUBECK WY	6	R-2	29-Jul-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E06	C	650 DAVE BRUBECK WY	8	R-2	02-Oct-21
E06	C	700 N EDISON ST	7	R-2	03-Aug-21
E06	C	726 N VAN BUREN ST	9	R-2	27-Sep-21
E06	C	815 WILSHIRE AV	3	R-2	12-Mar-21
E06	C	830 N VAN BUREN ST	6	R-2	01-Apr-21
E06	C	838 KING AV	7	R-2	03-Aug-21
E06	C	843 N YOSEMITE ST	12	R-2	01-Oct-21
E06	C	870 DAVE BRUBECK WY	1	R-2	11-Feb-21
E06	C	930 N VAN BUREN ST	10	R-2	02-Dec-21
COMPANY 7					
E07	A	106 MARTINIQUE CT	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	130 MARTINIQUE CT	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	1439 W HAMMER LN	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	18 MARTINIQUE CT	8	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	20 E PONCE DE LEON AV	12	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	2503 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2504 ANTOINE CT	10	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	2511 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2512 ANTOINE CT	3	THREE FAMILY UNIT-TRIPLEX	06-May-21
E07	A	2520 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2521 ANTOINE CT	6	THREE FAMILY UNIT-TRIPLEX	21-Apr-21
E07	A	2527 ANTOINE CT	5	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2528 ANTOINE CT	11	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	2535 ANTOINE CT	8	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2536 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2543 ANTOINE CT	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2544 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2552 ANTOINE CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	2560 ANTOINE CT	7	THREE FAMILY UNIT-TRIPLEX	24-Sep-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	A	2831 BUCKNER CT	2	THREE FAMILY UNIT-TRIPLEX	21-Apr-21
E07	A	34 MARTINIQUE CT	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	609 W PONCE DE LEON AV	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	615 SAN MIGUEL AV	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	615 W PONCE DE LEON AV	5	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	626 PIO PICA AV	5	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	629 PIO PICA AV	3	THREE FAMILY UNIT-TRIPLEX	21-Apr-21
E07	A	702 SAN MIGUEL AV	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	8 E PONCE DE LEON AV	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	821 W PONCE DE LEON AV	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	8211 DON AV	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	827 DUNDEE WY	5	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	835 DUNDEE WY	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	852 DUNDEE WY	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	859 DUNDEE WY	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	90 MARTINIQUE CT	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9001 STACEY CT	7	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	9002 STACEY CT	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9007 SHERILL CT	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9008 SHERILL CT	11	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9009 STACEY CT	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9010 STACEY CT	6	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9015 SHERILL CT	10	THREE FAMILY UNIT-TRIPLEX	24-Sep-21
E07	A	9016 SHERILL CT	3	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9021 STACEY CT	12	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	9023 SHERILL CT	10	THREE FAMILY UNIT-TRIPLEX	30-Sep-21
E07	A	98 MARTINIQUE CT	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E07	A	1044 RIVARA RD	10	R-2	30-Sep-21
E07	A	2 MARTINIQUE CT	2	R-2	26-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	A	253 IRIS CT	9	R-2	30-Sep-21
E07	A	742 W PONCE DE LEON AV	9	R-2	24-Sep-21
E07	A	7611 LIGHTHOUSE DR	10	R-2	01-Oct-21
E07	A	7714 CORAL LN	9	R-2	30-Sep-21
E07	A	7733 CORAL LN	9	R-2	30-Sep-21
E07	A	7918 ARGUELLO DR	11	R-2	24-Sep-21
E07	A	8019 ARGUELLO DR	11	R-2	24-Sep-21
E07	A	8035 MARINERS DR	7	R-2	06-Oct-21
E07	A	8041 ARGUELLO DR	11	R-2	24-Sep-21
E07	A	8050 ARGUELLO DR	11	R-2	24-Sep-21
E07	A	8103 ARGUELLO DR	11	R-2	24-Sep-21
E07	A	8517 KELLEY DR	11	R-2	30-Sep-21
E07	A	8525 KELLEY DR	11	R-2	30-Sep-21
E07	A	8533 KELLEY DR	11	R-2	30-Sep-21
E07	A	8549 KELLEY DR	9	R-2	30-Sep-21
E07	A	8550 ACAPULCO WY	9	R-2	24-Sep-21
E07	A	8557 KELLEY DR	9	R-2	30-Sep-21
E07	A	8565 KELLEY DR	1	R-2	26-Feb-21
E07	A	8611 ACAPULCO WY	5	R-2	26-Feb-21
E07	A	8627 ACAPULCO WY	5	R-2	26-Feb-21
E07	A	8634 ACAPULCO WY	7	R-2	24-Sep-21
E07	A	8650 ACAPULCO WY	9	R-2	24-Sep-21
E07	A	8651 ACAPULCO WY	3	R-2	24-Sep-21
E07	A	8658 ACAPULCO WY	10	R-2	24-Sep-21
E07	A	933 W LINCOLN RD	10	R-2	30-Sep-21
E07	B	11 E PONCE DE LEON AV	8	THREE FAMILY UNIT-TRIPLEX	30-Jun-21
E07	B	18 E LOS FELIS AV	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	31 E PONCE DE LEON AV	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	7155 KELLEY DR	5	THREE FAMILY UNIT-TRIPLEX	07-Jun-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	B	7417 KARLSBERG CI	3	THREE FAMILY UNIT-TRIPLEX	09-Mar-21
E07	B	7523 KARLSBERG CI	2	THREE FAMILY UNIT-TRIPLEX	07-Jun-21
E07	B	7539 KARLSBERG CI	5	THREE FAMILY UNIT-TRIPLEX	07-Jun-21
E07	B	8009 KILTIE WY	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8019 KILTIE WY	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8033 KILTIE WY	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8103 KILTIE WY	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8121 KILTIE WY	12	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8129 KILTIE WY	7	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8530 PORTOLA CT	9	THREE FAMILY UNIT-TRIPLEX	07-Jun-21
E07	B	8720 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8732 N EL DORADO ST	6	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8733 SAN PASQUAL WY	5	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8814 N EL DORADO ST	10	THREE FAMILY UNIT-TRIPLEX	16-Nov-21
E07	B	8815 SAN PASQUAL WY	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8824 N EL DORADO ST	5	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8825 SAN PASQUAL WY	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8836 N EL DORADO ST	5	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8837 SAN PASQUAL WY	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8909 SAN PASQUAL WY	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8910 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8916 N EL DORADO ST	5	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8917 SAN PASQUAL WY	7	THREE FAMILY UNIT-TRIPLEX	29-Sep-21
E07	B	8922 N EL DORADO ST	5	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8925 SAN PASQUAL WY	5	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8930 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	8931 SAN PASQUAL WY	6	THREE FAMILY UNIT-TRIPLEX	01-Jun-21
E07	B	8936 N EL DORADO ST	10	THREE FAMILY UNIT-TRIPLEX	16-Nov-21
E07	B	8937 SAN PASQUAL WY	2	THREE FAMILY UNIT-TRIPLEX	19-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	B	8942 N EL DORADO ST	3	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E07	B	10 E LOS FELIS AV	5	R-2	01-Jun-21
E07	B	19 E PONCE DE LEON AV	9	R-2	29-Sep-21
E07	B	2227 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2239 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2240 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2241 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2241 W HAMMER LN	6	R-2	07-Jun-21
E07	B	225 E IRIS AV	11	R-2	16-Nov-21
E07	B	2252 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2253 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2264 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2265 SANTIAGO WY	10	R-2	16-Nov-21
E07	B	2304 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2305 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2316 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2317 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2328 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2329 SANTIAGO WY	11	R-2	15-Nov-21
E07	B	2340 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2341 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2402 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	2403 SANTIAGO WY	11	R-2	10-Nov-21
E07	B	3128 WENTWORTH DR	11	R-2	16-Nov-21
E07	B	3154 WENTWORTH DR	11	R-2	16-Nov-21
E07	B	6821 PLYMOUTH RD	10	R-2	15-Nov-21
E07	B	7212 PACIFIC AV	10	R-2	15-Nov-21
E07	B	730 W PONCE DE LEON AV	9	R-2	29-Sep-21
E07	B	7336 PACIFIC AV 43	9	R-2	29-Sep-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	B	7400 PACIFIC AV	11	R-2	15-Nov-21
E07	B	7405 SHORELINE DR	10	R-2	10-Nov-21
E07	B	750 ERMA AV	11	R-2	15-Nov-21
E07	B	7609 OAKMONT DR	5	R-2	01-Jun-21
E07	B	7711 CAMELLIA LN	10	R-2	03-Dec-21
E07	B	7725 BRENTWOOD DR	7	R-2	29-Sep-21
E07	B	7726 BRENTWOOD DR	11	R-2	15-Nov-21
E07	B	7820 BRENTWOOD DR	12	R-2	10-Nov-21
E07	B	7902 ARGUELLO DR	9	R-2	29-Sep-21
E07	B	7919 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	7930 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8003 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8004 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8011 LAN ARK DR	11	R-2	16-Nov-21
E07	B	8015 LAN ARK DR	11	R-2	16-Nov-21
E07	B	8016 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8025 LAN ARK DR	11	R-2	16-Nov-21
E07	B	8038 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8104 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8116 ARGUELLO DR	11	R-2	10-Nov-21
E07	B	8429 MARINERS DR	10	R-2	10-Nov-21
E07	B	8541 KELLEY DR	10	R-2	16-Nov-21
E07	B	8573 KELLEY DR	11	R-2	16-Nov-21
E07	B	8613 SANTA PAULA WY	8	R-2	29-Sep-21
E07	B	8621 SANTA PAULA WY	9	R-2	29-Sep-21
E07	B	8629 SANTA PAULA WY	10	R-2	04-Dec-21
E07	B	8643 SANTA PAULA WY	8	R-2	29-Sep-21
E07	C	110 EDAN AV	3	THREE FAMILY UNIT-TRIPLEX	22-Feb-21
E07	C	202 LESLIE AV	2	THREE FAMILY UNIT-TRIPLEX	12-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	C	203 LESLIE AV	2	THREE FAMILY UNIT-TRIPLEX	12-Mar-21
E07	C	32 W GLENCANNON ST	12	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
E07	C	7102 PACIFIC AV	3	THREE FAMILY UNIT-TRIPLEX	22-Feb-21
E07	C	7105 N EL DORADO ST	3	THREE FAMILY UNIT-TRIPLEX	03-Nov-21
E07	C	7117 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Apr-21
E07	C	7125 N EL DORADO ST	3	THREE FAMILY UNIT-TRIPLEX	23-Apr-21
E07	C	7211 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Apr-21
E07	C	7227 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Apr-21
E07	C	7305 N EL DORADO ST	3	THREE FAMILY UNIT-TRIPLEX	03-Nov-21
E07	C	7323 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	23-Apr-21
E07	C	743 W LINCOLN RD	3	THREE FAMILY UNIT-TRIPLEX	22-Feb-21
E07	C	7626 BRENTWOOD DR	3	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E07	C	7707 CORAL LN	5	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E07	C	7712 BRENTWOOD DR	5	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E07	C	7715 CORAL LN	1	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E07	C	7718 BRENTWOOD DR	1	THREE FAMILY UNIT-TRIPLEX	11-Feb-21
E07	C	7721 CAMELLIA LN	2	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E07	C	7730 CORAL LN	5	THREE FAMILY UNIT-TRIPLEX	17-Feb-21
E07	C	7909 MONTGOMERY AV	9	THREE FAMILY UNIT-TRIPLEX	20-Dec-21
E07	C	8003 MONTGOMERY AV	8	THREE FAMILY UNIT-TRIPLEX	20-Dec-21
E07	C	8517 PORTOLA CT	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E07	C	8524 PORTOLA CT	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E07	C	8534 PORTOLA CT	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E07	C	8603 ACAPULCO WY	12	THREE FAMILY UNIT-TRIPLEX	23-Feb-21
E07	C	226 STRATHAVEN WY	11	R-2	20-Dec-21
E07	C	242 STRATHAVEN WY	11	R-2	20-Dec-21
E07	C	3026 WENTWORTH DR	11	R-2	20-Dec-21
E07	C	3116 WENTWORTH DR	9	R-2	20-Dec-21
E07	C	3140 WENTWORTH DR	11	R-2	20-Dec-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E07	C	7626 CORAL LN	5	R-2	17-Feb-21
E07	C	7634 CORAL LN	5	R-2	17-Feb-21
E07	C	8275 MARINERS DR	9	R-2	09-Mar-21
E07	C	8433 KELLEY DR	12	R-2	20-Dec-21
E07	C	8449 KELLEY DR	2	R-2	10-Jun-21
E07	C	8457 KELLEY DR	12	R-2	20-Dec-21
E07	C	8465 KELLEY DR	11	R-2	20-Dec-21
E07	C	8509 KELLEY DR	7	R-2	20-Dec-21
E07	C	8529 PORTOLA CT	1	R-2	16-Feb-21
E07	C	8534 DON AV	10	R-2	20-Dec-21
E07	C	940 EDAN AV	3	R-2	22-Feb-21
COMPANY 9					
E09	A	102 W FULTON ST	9	THREE FAMILY UNIT-TRIPLEX	12-Dec-21
E09	A	150 W ALPINE AV	2	THREE FAMILY UNIT-TRIPLEX	08-Feb-21
E09	A	151 W KNOLES WY	5	THREE FAMILY UNIT-TRIPLEX	22-Apr-21
E09	A	206 E ARCADE ST	7	THREE FAMILY UNIT-TRIPLEX	20-Jul-21
E09	A	239 W KNOLES WY	9	THREE FAMILY UNIT-TRIPLEX	07-Sep-21
E09	A	2704 N HUNTER ST	1	THREE FAMILY UNIT-TRIPLEX	03-Feb-21
E09	A	307 E KNOLES WY	1	THREE FAMILY UNIT-TRIPLEX	03-Feb-21
E09	A	3414 PACIFIC AV	9	THREE FAMILY UNIT-TRIPLEX	07-Oct-21
E09	A	3501 N COMMERCE ST	1	THREE FAMILY UNIT-TRIPLEX	03-Feb-21
E09	A	437 E FREMONT ST	3	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E09	A	1026 N HUNTER ST	5	R-2	22-Apr-21
E09	A	107 GROVE ST	11	R-2	29-Nov-21
E09	A	1112 N CENTER ST	2	R-2	08-Feb-21
E09	A	112 E FULTON ST	9	R-2	06-Oct-21
E09	A	1202 N HUNTER ST	9	R-2	07-Oct-21
E09	A	1240 N HUNTER ST	11	R-2	18-Nov-21
E09	A	1320 N HUNTER ST	5	R-2	22-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E09	A	1336 N HUNTER ST	12	R-2	08-Dec-21
E09	A	1428 N E ST	11	R-2	11-Nov-21
E09	A	1428 N EL DORADO ST	12	R-2	12-Dec-21
E09	A	155 W ALPINE AV	9	R-2	12-Dec-21
E09	A	1617 N EL DORADO ST	9	R-2	12-May-21
E09	A	1639 N EL DORADO ST	5	R-2	12-May-21
E09	A	1823 N CENTER ST	11	R-2	11-Nov-21
E09	A	1905 N EL DORADO ST	11	R-2	11-Nov-21
E09	A	2030 PACIFIC AV	10	R-2	11-Nov-21
E09	A	2120 N EL DORADO ST	11	R-2	11-Nov-21
E09	A	2130 N EL DORADO ST	1	R-2	03-Feb-21
E09	A	23 E WALNUT ST	12	R-2	12-Dec-21
E09	A	231 W FULTON ST	10	R-2	12-Dec-21
E09	A	232 W FULTON ST	9	R-2	07-Sep-21
E09	A	233 W ALPINE AV	8	R-2	07-Sep-21
E09	A	236 W STADIUM DR	3	R-2	12-Dec-21
E09	A	246 E ACACIA ST	1	R-2	03-Feb-21
E09	A	27 E ALDER ST	7	R-2	20-Jul-21
E09	A	2903 N WILSON WY	6	R-2	22-May-21
E09	A	306 E FLORA ST	1	R-2	03-Feb-21
E09	A	3310 PACIFIC AV	9	R-2	06-Oct-21
E09	A	345 E ACACIA ST	10	R-2	12-Nov-21
E09	A	347 E FLORA ST	5	R-2	15-Jul-21
E09	A	349 E WYANDOTTE ST	7	R-2	20-Jul-21
E09	A	3704 BONNIE LN	8	R-2	07-Sep-21
E09	A	3814 N CALIFORNIA ST	9	R-2	07-Oct-21
E09	A	3830 ALVARADO AV	9	R-2	07-Oct-21
E09	A	410 E FLORA ST	11	R-2	11-Nov-21
E09	A	411 E FLORA ST	10	R-2	18-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E09	A	415 E FLORA ST	9	R-2	11-Nov-21
E09	A	427 E ACACIA ST	7	R-2	15-Jul-21
E09	A	430 E ACACIA ST	5	R-2	22-Apr-21
E09	A	446 E ACACIA ST	10	R-2	11-Nov-21
E09	A	473 E ARCADE ST	9	R-2	23-Oct-21
E09	A	518 E FLORA ST	10	R-2	12-Dec-21
E09	A	537 E FREMONT ST	11	R-2	12-Dec-21
E09	A	537 N AMERICAN ST	12	R-2	12-Dec-21
E09	A	545 N CALIFORNIA ST	12	R-2	12-Dec-21
E09	A	639 N GRANT ST	1	R-2	08-Feb-21
E09	A	719 E FREMONT ST	1	R-2	11-Nov-21
E09	A	724 N CENTER ST	7	R-2	15-Jul-21
E09	A	735 E FREMONT ST	5	R-2	22-May-21
E09	A	807 N EL DORADO ST	10	R-2	12-Nov-21
E09	A	828 E PARK ST	6	R-2	22-May-21
E09	A	905 N CALIFORNIA ST	1	R-2	08-Feb-21
E09	B	305 E FLORA ST	5	THREE FAMILY UNIT-TRIPLEX	25-May-21
E09	B	533 E FLORA ST	12	THREE FAMILY UNIT-TRIPLEX	24-Feb-21
E09	B	625 E FREMONT ST	10	THREE FAMILY UNIT-TRIPLEX	11-Oct-21
E09	B	837 N AMERICAN ST	9	THREE FAMILY UNIT-TRIPLEX	06-Aug-21
E09	B	110 GROVE ST	10	R-2	23-Sep-21
E09	B	1142 N SUTTER ST	12	R-2	23-Sep-21
E09	B	1146 N CENTER ST	5	R-2	25-May-21
E09	B	115 GROVE ST	10	R-2	23-Sep-21
E09	B	1221 E FREMONT ST	9	R-2	17-Sep-21
E09	B	1235 N SAN JOAQUIN ST	11	R-2	23-Sep-21
E09	B	1440 N HUNTER ST	10	R-2	23-Sep-21
E09	B	1541 N EL DORADO ST	9	R-2	17-Sep-21
E09	B	209 E PARK ST	5	R-2	06-Aug-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E09	B	248 W KNOLES WY	10	R-2	23-Sep-21
E09	B	2716 PACIFIC AV	9	R-2	17-Sep-21
E09	B	301 E POPLAR ST	10	R-2	17-Sep-21
E09	B	309 E POPLAR ST	8	R-2	06-Aug-21
E09	B	310 E OAK ST	10	R-2	06-Aug-21
E09	B	3118 N BELVEDERE AV	6	R-2	01-Apr-21
E09	B	318 E OAK ST	7	R-2	06-Aug-21
E09	B	320 E POPLAR ST	9	R-2	17-Sep-21
E09	B	330 E OAK ST	11	R-2	17-Sep-21
E09	B	330 E POPLAR ST	9	R-2	06-Aug-21
E09	B	331 E ADAMS ST A	1	R-2	24-Feb-21
E09	B	336 E POPLAR ST	6	R-2	03-Mar-21
E09	B	337 E POPLAR ST	12	R-2	17-Sep-21
E09	B	3440 PACIFIC AV	11	R-2	17-Sep-21
E09	B	3522 PACIFIC AV	9	R-2	17-Sep-21
E09	B	36 E MAPLE ST	11	R-2	23-Sep-21
E09	B	38 E MAPLE ST	11	R-2	23-Sep-21
E09	B	415 E POPLAR ST	7	R-2	07-Jul-21
E09	B	425 E MAGNOLIA ST	12	R-2	23-Sep-21
E09	B	430 E OAK ST	10	R-2	06-Aug-21
E09	B	436 E OAK ST	9	R-2	06-Aug-21
E09	B	438 E MAGNOLIA ST	9	R-2	13-May-21
E09	B	518 E OAK ST	8	R-2	06-Aug-21
E09	B	520 N AMERICAN ST	12	R-2	23-Sep-21
E09	B	525 E PARK ST	10	R-2	06-Aug-21
E09	B	530 E POPLAR ST	9	R-2	06-Aug-21
E09	B	536 E POPLAR ST	9	R-2	06-Aug-21
E09	B	537 E OAK ST	3	R-2	17-Sep-21
E09	B	541 E PARK ST	1	R-2	24-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E09	B	545 E OAK ST	10	R-2	26-Apr-21
E09	B	610 E OAK ST	5	R-2	25-Jan-21
E09	B	620 E OAK ST	5	R-2	24-Feb-21
E09	B	715 N SUTTER ST	5	R-2	25-May-21
E09	B	722 N SUTTER ST	11	R-2	11-Oct-21
E09	B	738 E OAK ST	3	R-2	24-Feb-21
E09	B	820 E PARK ST	6	R-2	03-Mar-21
E09	B	825 N AMERICAN ST	9	R-2	06-Aug-21
E09	B	922 N SUTTER ST	7	R-2	07-Jul-21
E09	B	931 N CALIFORNIA ST	6	R-2	03-Mar-21
E09	B	945 N EL DORADO ST	1	R-2	26-Apr-21
E09	C	130 E ADAMS ST	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E09	C	233 E CLEVELAND ST	3	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E09	C	406 E FLORA ST	12	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E09	C	424 E PINE ST	12	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E09	C	429 HAWTHORNE ST	5	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E09	C	611 N SUTTER ST	3	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E09	C	1030 N SAN JOAQUIN ST	2	R-2	24-Mar-21
E09	C	1036 N SUTTER ST	3	R-2	24-Mar-21
E09	C	1108 N SUTTER ST	9	R-2	15-Oct-21
E09	C	1142 N SAN JOAQUIN ST	5	R-2	15-Oct-21
E09	C	1143 N SAN JOAQUIN ST	8	R-2	15-Oct-21
E09	C	1307 N SAN JOAQUIN ST	2	R-2	01-Mar-21
E09	C	135 E MAGNOLIA ST	7	R-2	15-Oct-21
E09	C	161 W WYANDOTTE ST	3	R-2	24-Mar-21
E09	C	248 E WILLOW ST	5	R-2	24-Mar-21
E09	C	330 E FLORA ST	3	R-2	15-Oct-21
E09	C	530 N SAN JOAQUIN ST	3	R-2	24-Mar-21
E09	C	707 N SAN JOAQUIN ST	9	R-2	15-Oct-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E09	C	708 N SUTTER ST	11	R-2	22-Sep-21
E09	C	727 N SUTTER ST 1	5	R-2	21-Jul-21
E09	C	729 N SUTTER ST	3	R-2	05-Jan-21
E09	C	810 N SUTTER ST	9	R-2	15-Oct-21
E09	C	831 N SUTTER ST	2	R-2	16-Feb-21
E09	C	914 N SAN JOAQUIN ST	1	R-2	16-Feb-21
E09	C	915 N SAN JOAQUIN ST	8	R-2	15-Oct-21
COMPANY 10					
E10	A	2105 W MENDOCINO AV	1	THREE FAMILY UNIT-TRIPLEX	09-Jun-21
E10	A	2570 W SONOMA AV	9	THREE FAMILY UNIT-TRIPLEX	05-Nov-21
E10	A	3121 FRANKLIN AV	1	THREE FAMILY UNIT-TRIPLEX	09-Jun-21
E10	A	3124 PLYMOUTH RD	7	THREE FAMILY UNIT-TRIPLEX	20-Jul-21
E10	A	3129 FRANKLIN AV	1	THREE FAMILY UNIT-TRIPLEX	09-Jun-21
E10	A	3212 PLYMOUTH RD	1	THREE FAMILY UNIT-TRIPLEX	13-Sep-21
E10	A	4123 N PERSHING AV	1	THREE FAMILY UNIT-TRIPLEX	09-Jun-21
E10	A	4129 N PERSHING AV	11	THREE FAMILY UNIT-TRIPLEX	13-Sep-21
E10	A	4135 N PERSHING AV	5	THREE FAMILY UNIT-TRIPLEX	09-Jun-21
E10	A	1303 BROOKSIDE RD	1	R-2	09-Jun-21
E10	A	1305 EL MONTE ST	9	R-2	05-Nov-21
E10	A	2677 CALARIVA DR	1	R-2	18-Sep-21
E10	A	3106 DELAWARE AV	6	R-2	18-Sep-21
E10	A	3266 BLUE RIDGE CI	9	R-2	18-Sep-21
E10	A	3268 BLUE RIDGE CI	7	R-2	02-Aug-21
E10	A	3280 BLUE RIDGE CI	11	R-2	18-Oct-21
E10	A	3286 BLUE RIDGE CI	9	R-2	12-Oct-21
E10	A	3309 TELEGRAPH AV	6	R-2	01-Mar-21
E10	A	3469 W BENJAMIN HOLT DR	9	R-2	18-Sep-21
E10	A	3525 W BENJAMIN HOLT DR	9	R-2	18-Sep-21
E10	A	3551 DE OVAN AV	9	R-2	18-Sep-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E10	A	3903 RYDE AV	5	R-2	18-Sep-21
E10	A	3939 N PERSHING AV	7	R-2	18-Sep-21
E10	A	4444 FEATHER RIVER DR	9	R-2	24-Sep-21
E10	A	4777 GROUSE RUN DR	10	R-2	05-Nov-21
E10	A	5301 FEATHER RIVER DR	10	R-2	05-Nov-21
E10	B	2687 CALARIVA DR	1	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3214 BLUE RIDGE CI	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E10	B	3220 BLUE RIDGE CI	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E10	B	3226 BLUE RIDGE CI	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E10	B	3232 BLUE RIDGE CI	1	THREE FAMILY UNIT-TRIPLEX	19-Feb-21
E10	B	3238 BLUE RIDGE CI	7	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E10	B	3244 BLUE RIDGE CI	8	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E10	B	3823 RYDE AV	1	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3835 RYDE AV	2	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3847 RYDE AV	2	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3859 RYDE AV	2	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3871 RYDE AV	3	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E10	B	3883 RYDE AV	9	THREE FAMILY UNIT-TRIPLEX	09-Nov-21
E10	B	1625 ROSE MARIE LN	11	R-2	09-Nov-21
E10	B	2221 PICCARDO CI	3	R-2	26-Mar-21
E10	B	2244 ROSEMARIE LN	11	R-2	09-Nov-21
E10	B	2661 GRAND CANAL BL	6	R-2	07-Jul-21
E10	B	3303 FRANKLIN AV	10	R-2	09-Nov-21
E10	B	4514 MCGAW ST	6	R-2	07-Jul-21
E10	B	5858 MORGAN PL	9	R-2	22-Oct-21
E10	B	6105 MORGAN PL	9	R-2	22-Oct-21
E10	B	6408 MORGAN PL	6	R-2	06-Jun-21
E10	C	2610 GRAND CANAL BL	5	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E10	C	3353 TELEGRAPH AV	1	THREE FAMILY UNIT-TRIPLEX	01-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E10	C	3603 DE OVAN AV	5	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E10	C	4505 BORGIA CT	1	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E10	C	4512 BORGIA CT	1	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E10	C	4513 BORGIA CT	1	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E10	C	4547 DA VINCI DR	1	THREE FAMILY UNIT-TRIPLEX	30-Mar-21
E10	C	4609 DA VINCI DR	1	THREE FAMILY UNIT-TRIPLEX	24-Mar-21
E10	C	6015 HALLECK PL	1	THREE FAMILY UNIT-TRIPLEX	24-Apr-21
E10	C	6025 HALLECK PL	1	THREE FAMILY UNIT-TRIPLEX	24-Apr-21
E10	C	2669 GRAND CANAL BL	6	R-2	30-Mar-21
E10	C	2902 W SWAIN RD	3	R-2	29-Apr-21
E10	C	3120 DELAWARE AV	6	R-2	01-Mar-21
E10	C	3915 RYDE AV	5	R-2	01-Mar-21
E10	C	3927 RYDE AV	8	R-2	01-Mar-21
E10	C	4215 N PERSHING AV	7	R-2	30-Apr-21
E10	C	4305 N PERSHING AV	6	R-2	30-Apr-21
E10	C	6723 PLYMOUTH RD	6	R-2	29-Apr-21
COMPANY 11					
E11	A	236 PRADO WY	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	2363 GARETH CI	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	2405 GARETH CI	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	244 SEGOVIA LN	12	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	2519 GARETH CI	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	2527 GARETH CI	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	391 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	397 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	402 JILL CI	7	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	414 JILL CI	5	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	420 JILL CI	3	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	426 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	A	429 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	432 JILL CI	5	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	435 JILL CI	3	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	438 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	441 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	447 JILL CI	8	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	450 JILL CI	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	459 JILL CI	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	4634 GREENSBORO WY	3	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	4758 GREENSBORO WY	3	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	479 JILL CI	6	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	4846 GREENSBORO WY	5	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	485 JILL CI	8	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	4866 GREENSBORO WY	5	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	4932 GREENSBORO WY	3	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	4937 GREENSBORO WY	3	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	4946 GREENSBORO WY	3	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	5347 CARRINGTON CI	3	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	5403 CARRINGTON CI	3	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	5420 CARRINGTON CI	6	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	5440 CARRINGTON CI	3	THREE FAMILY UNIT-TRIPLEX	13-Aug-21
E11	A	716 E SWAIN RD	2	THREE FAMILY UNIT-TRIPLEX	21-Jul-21
E11	A	7911 DIANA MARIE DR	5	THREE FAMILY UNIT-TRIPLEX	03-Dec-21
E11	A	7914 DIANA MARIE DR	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	7923 DIANA MARIE DR	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E11	A	8112 ALBANY DR	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	8120 ALBANY DR	1	THREE FAMILY UNIT-TRIPLEX	09-Apr-21
E11	A	927 GREENSBORO CT	6	THREE FAMILY UNIT-TRIPLEX	26-Jul-21
E11	A	530 E YORKSHIRE DR	6	R-2	09-Oct-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	A	5315 CARRINGTON CI	8	R-2	13-Aug-21
E11	A	5343 CARRINGTON CI	8	R-2	13-Aug-21
E11	A	5358 CARRINGTON CI	8	R-2	13-Aug-21
E11	A	5415 KERMIT LN	8	R-2	09-Oct-21
E11	A	6119 DANNY DR	9	R-2	09-Oct-21
E11	B	104 GOYA DR	2	THREE FAMILY UNIT-TRIPLEX	03-Nov-21
E11	B	120 GOYA DR	5	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	202 GOYA DR	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	227 CORDOVA LN	1	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	2313 BERNAY CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	2314 BERNAY CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	2319 BERNAY CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	2320 BERNAY CT	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	2402 FLEURY WY	3	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	301 CORDOVA LN	1	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	401 ESPERANZA WY	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	404 MURILLO DR	3	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	440 GOYA DR	9	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	441 GOYA DR	5	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	444 MORRO LN	6	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	455 ESPERANZA WY	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	480 MURILLO DR	2	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	481 MURILLO DR	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	508 PRADO WY	5	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	516 PRADO WY	6	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	5542 RIDGEWAY AV	2	THREE FAMILY UNIT-TRIPLEX	28-Sep-21
E11	B	5702 LINDA SUE DR	8	THREE FAMILY UNIT-TRIPLEX	28-Sep-21
E11	B	7020 HEMET AV	5	THREE FAMILY UNIT-TRIPLEX	18-Jul-21
E11	B	7110 HEMET AV	2	THREE FAMILY UNIT-TRIPLEX	07-Jul-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	B	714 E YORKSHIRE DR	8	THREE FAMILY UNIT-TRIPLEX	24-Aug-21
E11	B	7317 HEMET AV	1	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E11	B	775 ELAINE DR	2	THREE FAMILY UNIT-TRIPLEX	28-Sep-21
E11	B	7941 BERNAY DR	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	7949 BERNAY DR	12	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	7957 BERNAY DR	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8001 ALBANY DR	8	THREE FAMILY UNIT-TRIPLEX	18-Aug-21
E11	B	8005 BERNAY DR	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8031 BERNAY DR	11	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8037 BERNAY DR	3	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8043 BERNAY DR	3	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8049 BERNAY DR	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8055 BERNAY DR	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8063 BERNAY DR	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8111 ALBANY DR	9	THREE FAMILY UNIT-TRIPLEX	18-Aug-21
E11	B	8123 ALBANY DR	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8135 ALBANY DR	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8601 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8609 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8617 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8625 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	8633 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9063 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9071 WEST LN	3	THREE FAMILY UNIT-TRIPLEX	01-Jul-21
E11	B	9079 WEST LN	10	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	9105 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9113 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9125 WEST LN	12	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9137 WEST LN	7	THREE FAMILY UNIT-TRIPLEX	02-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	B	9207 WEST LN	11	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9217 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9229 WEST LN	6	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9241 WEST LN	5	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9253 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9303 WEST LN	1	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	9315 WEST LN	10	THREE FAMILY UNIT-TRIPLEX	02-Nov-21
E11	B	9327 WEST LN	1	THREE FAMILY UNIT-TRIPLEX	01-Jul-21
E11	B	9339 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	13-May-21
E11	B	515 CAMANCHE LN	10	R-2	18-Aug-21
E11	B	5317 HOLIDAY DR	9	R-2	30-Aug-21
E11	B	5323 CARRINGTON CI	11	R-2	28-Sep-21
E11	B	5324 HOLIDAY DR	8	R-2	30-Aug-21
E11	B	5431 KERMIT LN	11	R-2	30-Aug-21
E11	B	605 E LORETTA CT	11	R-2	03-Nov-21
E11	B	613 CAMANCHE LN	1	R-2	03-Nov-21
E11	B	702 E YORKSHIRE DR	11	R-2	24-Aug-21
E11	B	705 CAMANCHE LN	9	R-2	18-Aug-21
E11	B	706 E YORKSHIRE DR	11	R-2	03-Nov-21
E11	B	815 E YORKSHIRE DR	9	R-2	24-Aug-21
E11	B	8161 PALISADES DR	7	R-2	02-Nov-21
E11	C	103 CORDOVA LN	6	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	108 W LINCOLN RD	2	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	1422 PROSPECTOR DR	3	THREE FAMILY UNIT-TRIPLEX	25-Jun-21
E11	C	302 E LINCOLN RD	5	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	434 CORDOVA LN	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	615 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	618 ASTOR DR	8	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	631 ASTOR DR	10	THREE FAMILY UNIT-TRIPLEX	17-Nov-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	C	634 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	638 BEDLOW DR	3	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	639 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	6804 VILLA DR	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	6808 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	6809 HEMET AV	6	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E11	C	6816 N EL DORADO ST	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	7007 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	7015 N EL DORADO ST	12	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	702 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	702 BEDLOW DR	3	THREE FAMILY UNIT-TRIPLEX	25-Jun-21
E11	C	7021 N EL DORADO ST	1	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	7029 N EL DORADO ST	6	THREE FAMILY UNIT-TRIPLEX	06-Apr-21
E11	C	703 ASTOR DR	2	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	705 BEDLOW DR	3	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	710 ASTOR DR	12	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	710 BEDLOW DR	3	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	711 ASTOR DR	3	THREE FAMILY UNIT-TRIPLEX	05-May-21
E11	C	718 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	721 ASTOR DR	5	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	721 BEDLOW DR	5	THREE FAMILY UNIT-TRIPLEX	25-Jun-21
E11	C	724 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	726 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	727 ASTOR DR	12	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	730 ASTOR DR	11	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	732 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	733 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	735 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	25-Jun-21
E11	C	736 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E11	C	7902 MONTAUBAN AV	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	801 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	804 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	807 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	808 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	812 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	8120 TAM O SHANTER DR	12	THREE FAMILY UNIT-TRIPLEX	17-Nov-21
E11	C	8128 TAM O SHANTER DR	2	THREE FAMILY UNIT-TRIPLEX	16-Jun-21
E11	C	813 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	814 ASTOR DR	1	THREE FAMILY UNIT-TRIPLEX	11-Jun-21
E11	C	819 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	820 ASTOR DR	10	THREE FAMILY UNIT-TRIPLEX	20-Nov-21
E11	C	826 ASTOR DR	6	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E11	C	831 BEDLOW DR	1	THREE FAMILY UNIT-TRIPLEX	18-May-21
E11	C	4433 CONTINENTAL WY	2	R-2	16-Jun-21
E11	C	5926 VILLAGE GREEN DR	1	R-2	16-Jun-21
E11	C	614 E YORKSHIRE DR	8	R-2	17-Nov-21
E11	C	639 ASTOR DR	12	R-2	17-Nov-21
E11	C	6465 WEST LN	9	R-2	20-Nov-21
E11	C	713 BEDLOW DR	7	R-2	17-Nov-21
E11	C	724 E YORKSHIRE DR	1	R-2	16-Jun-21
E11	C	764 E SWAIN RD	11	R-2	20-Nov-21
E11	C	8110 TAM O SHANTER DR		R-2	16-Jun-21
E11	C	825 BEDLOW DR	11	R-2	17-Nov-21
E11	C	919 GREENSBORO CT	7	R-2	20-Nov-21
COMPANY12					
E12	A	2025 E SONORA ST	2	THREE FAMILY UNIT-TRIPLEX	22-Mar-21
E12	A	2037 E SCOTTS AV	5	THREE FAMILY UNIT-TRIPLEX	02-Jun-21
E12	A	2209 E LINDSAY ST	3	THREE FAMILY UNIT-TRIPLEX	22-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E12	A	3602 E FARMINGTON RD	12	THREE FAMILY UNIT-TRIPLEX	24-Nov-21
E12	A	1023 S CARROLL AV	8	R-2	19-Aug-21
E12	A	2029 E MAIN ST	12	R-2	11-Dec-21
E12	A	3826 MINER AV	6	R-2	03-Jun-21
E12	A	914 S ANTEROS AV	2	R-2	05-Mar-21
E12	B	1264 S STATE ROUTE 99 FR E RD	2	THREE FAMILY UNIT-TRIPLEX	09-Dec-21
E12	B	2060 E LAFAYETTE ST	7	THREE FAMILY UNIT-TRIPLEX	09-Nov-21
E12	B	2276 ALMA AV	9	THREE FAMILY UNIT-TRIPLEX	10-Nov-21
E12	B	2303 ALMA AV	1	THREE FAMILY UNIT-TRIPLEX	08-Apr-21
E12	B	1010 S OLIVE AV	7	R-2	10-Nov-21
E12	B	1045 S SINCLAIR AV	11	R-2	09-Dec-21
E12	B	1144 S ORO AV	11	R-2	09-Dec-21
E12	B	301 S LAUREL ST	3	R-2	01-Jul-21
E12	B	426 RENDON AV	9	R-2	09-Nov-21
E12	B	4701 E FARMINGTON RD	5	R-2	14-May-21
E12	B	519 S FILBERT ST	5	R-2	08-Apr-21
E12	B	544 N WINDSOR AV	5	R-2	09-Dec-21
E12	B	751 S BROADWAY AV	1	R-2	26-Mar-21
E12	C	703 N FILBERT ST A	7	THREE FAMILY UNIT-TRIPLEX	12-Mar-21
E12	C	2515 MARSH ST	10	R-2	14-Oct-21
E12	C	428 S SHASTA AV	12	R-2	14-Oct-21
COMPANY 13					
E13	A	9105 DALEWOOD ST	12	THREE FAMILY UNIT-TRIPLEX	15-Oct-21
E13	A	9110 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9113 DALEWOOD ST	3	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9118 DALEWOOD ST	9	THREE FAMILY UNIT-TRIPLEX	15-Jul-21
E13	A	9121 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	08-Feb-21
E13	A	9126 DALEWOOD ST	6	THREE FAMILY UNIT-TRIPLEX	28-May-21
E13	A	9203 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E13	A	9206 DALEWOOD ST	5	THREE FAMILY UNIT-TRIPLEX	28-May-21
E13	A	9211 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9214 DALEWOOD ST	2	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9222 DALEWOOD ST	11	THREE FAMILY UNIT-TRIPLEX	28-May-21
E13	A	9230 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	23-Mar-21
E13	A	9306 DALEWOOD ST	7	THREE FAMILY UNIT-TRIPLEX	18-Oct-21
E13	A	9307 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9314 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	08-Feb-21
E13	A	9317 DALEWOOD ST	2	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9322 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	A	9330 DALEWOOD ST	1	THREE FAMILY UNIT-TRIPLEX	11-Mar-21
E13	B	2842 CHELMSFORD WY	1	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	2850 CHELMSFORD WY	1	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	2850 SAFFRON WY	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	2851 CHELMSFORD WY	7	THREE FAMILY UNIT-TRIPLEX	15-May-21
E13	B	2858 SAFFRON WY	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	2859 CHELMSFORD WY	1	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	9168 KIRKBY LN	11	THREE FAMILY UNIT-TRIPLEX	15-May-21
E13	B	9240 KIRKBY LN	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	9248 KIRKBY LN	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	9256 KIRKBY LN	2	THREE FAMILY UNIT-TRIPLEX	03-Mar-21
E13	B	9340 KIRKBY LN	2	THREE FAMILY UNIT-TRIPLEX	02-Mar-21
E13	B	9356 KIRKBY LN	1	THREE FAMILY UNIT-TRIPLEX	29-Oct-21
E13	B	9152 KIRKBY LN	10	R-2	15-May-21
E13	C	1605 WESTMORA AV	1	THREE FAMILY UNIT-TRIPLEX	10-Jul-21
E13	C	9114 WEST LN	6	THREE FAMILY UNIT-TRIPLEX	10-Jul-21
E13	C	9120 WEST LN	5	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9204 WEST LN	11	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9212 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E13	C	9220 WEST LN	11	THREE FAMILY UNIT-TRIPLEX	13-Nov-21
E13	C	9228 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	10-Jul-21
E13	C	9405 WESTMORA CT	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9406 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9412 WESTMORA CT	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9413 WESTMORA CT	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9414 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9420 WESTMORA CT	1	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9421 WESTMORA CT	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9422 WEST LN	1	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9428 WESTMORA CT	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9429 WESTMORA CT	1	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9430 WEST LN	2	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
E13	C	9440 WESTMORA CT	1	THREE FAMILY UNIT-TRIPLEX	01-Mar-21
COMPANY 14					
E14	A	2410 BURLINGTON PL	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	2418 BURLINGTON PL	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	2458 BURLINGTON PL	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	3804 RION WY	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	3805 SALTERS DR	5	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	3812 RION WY	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	3833 SALTERS DR	2	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	9231 DARBY CT	9	THREE FAMILY UNIT-TRIPLEX	21-Jul-21
E14	A	9243 DARBY CT	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	A	9331 BRANSTETTER PL	1	THREE FAMILY UNIT-TRIPLEX	26-Feb-21
E14	B	3127 KELLEY CT	3	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	3130 KELLEY CT	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	3133 KELLEY CT	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	3217 WARWICK CT	2	THREE FAMILY UNIT-TRIPLEX	13-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E14	B	3228 WARWICK CT	3	THREE FAMILY UNIT-TRIPLEX	05-Oct-21
E14	B	7143 KELLEY DR	3	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7149 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7335 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7347 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7353 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7531 KARLSBERG CI	2	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7718 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	7726 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	9226 DARBY CT	8	THREE FAMILY UNIT-TRIPLEX	07-May-21
E14	B	9303 KELLEY DR	5	THREE FAMILY UNIT-TRIPLEX	19-Apr-21
E14	B	9508 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9513 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9514 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9519 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9525 KELLEY DR	8	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9526 KELLEY DR	3	THREE FAMILY UNIT-TRIPLEX	13-Apr-21
E14	B	9531 KELLEY DR	12	THREE FAMILY UNIT-TRIPLEX	05-Oct-21
E14	B	9532 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9538 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	01-Apr-21
E14	B	9543 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9549 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9555 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9556 KELLEY DR	7	THREE FAMILY UNIT-TRIPLEX	07-Jul-21
E14	B	9562 KELLEY DR	3	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9567 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9568 KELLEY DR	6	THREE FAMILY UNIT-TRIPLEX	01-May-21
E14	B	9573 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21
E14	B	9579 KELLEY DR	2	THREE FAMILY UNIT-TRIPLEX	07-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E14	B	9585 KELLEY DR	6	THREE FAMILY UNIT-TRIPLEX	19-Apr-21
E14	B	3222 WARWICK CT	2	R-2	13-Apr-21
E14	B	5222 COSUMNES DR	10	R-2	05-Oct-21
E14	B	8531 MARINERS DR	7	R-2	07-Jul-21
E14	C	2517 PLANTATION PL	6	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E14	C	2518 PLANTATION PL	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E14	C	2526 PLANTATION PL	5	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E14	C	2534 PLANTATION PL	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E14	C	2542 PLANTATION PL	7	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E14	C	2550 PLANTATION PL	1	THREE FAMILY UNIT-TRIPLEX	16-Feb-21
E14	C	2558 PLANTATION PL	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E14	C	2606 PLANTATION PL	5	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E14	C	2614 PLANTATION PL	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E14	C	2622 PLANTATION PL	2	THREE FAMILY UNIT-TRIPLEX	19-Mar-21
E14	C	3003 WENTWORTH DR	12	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	3012 WENTWORTH DR	12	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	3428 ROANOKE CT	2	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	3429 ROANOKE CT	2	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	3430 CHARLESTON CT	2	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	7917 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	7925 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8011 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8019 MONTGOMERY AV	12	THREE FAMILY UNIT-TRIPLEX	27-Oct-21
E14	C	8027 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8107 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8123 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8132 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8140 MONTGOMERY AV	2	THREE FAMILY UNIT-TRIPLEX	17-Jun-21
E14	C	8441 KELLEY DR	1	THREE FAMILY UNIT-TRIPLEX	29-Apr-21

2021 R-2/TRIPLEX LINE INSPECTIONS EXHIBIT 1

ENGINE/TRUCK	SHIFT	ADDRESS	INSPECTION MONTH	TYPE	COMPLETED
E14	C	9506 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	29-Apr-21
E14	C	9512 BANCROFT WY	8	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9518 BANCROFT WY	10	THREE FAMILY UNIT-TRIPLEX	27-Oct-21
E14	C	9519 BANCROFT WY	8	THREE FAMILY UNIT-TRIPLEX	04-Aug-21
E14	C	9524 BANCROFT WY	10	THREE FAMILY UNIT-TRIPLEX	27-Oct-21
E14	C	9525 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9530 BANCROFT WY	10	THREE FAMILY UNIT-TRIPLEX	27-Oct-21
E14	C	9536 BANCROFT WY	6	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9542 BANCROFT WY	9	THREE FAMILY UNIT-TRIPLEX	02-Sep-21
E14	C	9543 BANCROFT WY	1	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9548 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9549 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9554 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9555 BANCROFT WY	5	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9560 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9566 BANCROFT WY	2	THREE FAMILY UNIT-TRIPLEX	12-Apr-21
E14	C	9572 BANCROFT WY	6	THREE FAMILY UNIT-TRIPLEX	12-Apr-21

EXHIBIT 1

Current as of 12/21/2021

Co.	Shift	School Name	School Location	Inspect	Drill
E02	C	ALEX G SPANOS ELEMENTARY SCHOOL	536 S CALIFORNIA ST	24-May	
E02	C	HAZELTON ELEMENTARY SCHOOL	535 W JEFFERSON ST	17-May	
E02	C	STOCKTON COLLEGIATE SCHOOL (6-12)	1 N SUTTER	10-Feb	
E02	A	STOCKTON COLLEGIATE SCHOOL (K-5)	321 E WEBBER		
E02	A	STOCKTON COLLEGIATE SCHOOL (6-12)	340 E. MAIN ST		
E02	A	STOCKTON ALTERNATIVE HIGH SCHOOL	22 SOUTH VAN BUREN	26-Mar	**N/A**
E02	B	TEAM CHARTER	600 E. MAIN ST.	13-May	
E02	B	TEAM CHARTER	540 E. MAIN ST.	13-May	
E02	B	TEAM CHARTER	621 E. MARKET	13-May	
E03	C	NIGHTINGALE ELEMENTARY SCHOOL	1721 E CARPENTER RD	12-Mar	
E03	C	ASPIRE STOCKTON SECONDARY ACADEMY	1540 ARRIBA RD		
E03	C	VENTURE LAND ELEMENTRY	2814 TRANSWORLD	2-Nov	
E03	A	VAN BUREN ELEMENTARY SCHOOL	1628 E TENTH ST	12-Apr	
E03	A	VENTURE ACADEMY HIGH SCHOOL	2829 TRANSWORLD	12-Apr	**N/A**
E03	B	CAREER & TECH HIGH SCHOOL	2911 TRANSWORLD	9-Dec	**N/A**
E03	B	DR. LEWIS DOLPHIN STALLWORTH SR SCHOOL	1610 E MAIN ST	16-Dec	
E03	B	ROSA PARKS ACADEMY ASPIRE	1930 SOUTH D ST		
E04	C	BROOKSIDE CHRISTIAN HIGH SCHOOL	915 ROSEMARIE LN	29-Apr	**N/A**
E04	C	JOHN MCCANDLESS (Middle / Preschool)	1700 PORTER		
E04	C	YOUNG ADULT TRAINING PROGRAM	2020 W SWAIN RD	12-Apr	**N/A**
E04	A	ST. MARY'S CATHOLIC HIGH SCHOOL	5648 N EL DORADO ST	15-Apr	**N/A**
E04	A	PARVEN HOPELAND	5965 N. PERSHING	15-Apr	
E04	B	ABLE CHARTER SCHOOL (K-12)	6515 INGLEWOOD AV	15-Dec	
E04	B	JOHN ADAMS ELEMENTARY SCHOOL	6402 INGLEWOOD AV	9-Dec	
E05	C	APOSTOLIC CHRISTIAN ACADEMY	2222 LEVER BL	26-Oct	
E05	C	AUGUST KNODT ELEMENTARY SCHOOL	3939 EWS WOODS BL	29-Sep	
E05	C	MCKINLEY ELEMENTARY SCHOOL	30 W NINTH ST		
E05	A	GEORGE KOMURE	2121 HENRY LONG BL	29-Mar	
E05	A	GREAT VALLEY ELEMENTARY SCHOOL	4223 MCDOUGALD BL	3-Feb	
E05	A	TAYLOR SKILLS ELEMENTARY SCHOOL	1101 LEVER BLVD	11-Mar	
E05	A	JOHN MARSHALL / BASFIELD K-8 SCHOOL	1141 LEVER BLVD	5-Mar	
E05	B	SAN JOAQUIN ELEMENTARY SCHOOL	2020 FRESNO AV	11-Dec	

EXHIBIT 1

Current as of 12/21/2021

Co.	Shift	School Name	School Location	Inspect	Drill
E05	B	NEW VISION EDUCATION CENTER	4726 MCCUEN AV	11-Dec	**N/A**
E05	B	TAFT ELEMENTARY SCHOOL	419 DOWNING AV	29-Sep	
E05	B	WESTON RANCH HIGH SCHOOL	4606 MCCUEN AV	11-Dec	**N/A**
E06	C	EL DORADO ELEMENTARY SCHOOL	1540 N LINCOLN ST	2-Nov	
E06	C	ONE SUCESS HIGH SCHOOL	702 YALE AVE	2-Nov	**N/A**
E06	A	SCHOOL FOR ADULTS	1525 PACIFIC AV	29-Mar	**N/A**
E06	A	BUILDING FUTURES ACADEMY	3100 MT. DIABLO	15-Apr	**N/A**
E06	B	VICTORY ELEMENTARY SCHOOL	1838 W ROSE ST	4-Dec	
E07	C	JOHN R WILLIAMS ELEMENTARY SCHOOL	2450 MEADOW AV	23-Feb	
E07	C	LINCOLN ELEMENTARY SCHOOL	818 W LINCOLN RD	17-Feb	
E07	A	SIERRA MIDDLE SCHOOL	6768 ALEXANDRIA PL	27-Apr	
E07	A	WAGNER-HOLT ELEMENTARY SCHOOL	8778 BRATTLE PL	22-Apr	
E07	B	COLONIAL HEIGHTS ELEMENTARY SCHOOL	8135 BALBOA AV	24-Feb	
E07	B	KENNEDY ELEMENTARY SCHOOL	630 PONCE DE LEON AV	14-Apr	
E09	C	FREMONT MIDDLE SCHOOL	2021 E FLORA ST/ 975 N. D	11-Apr	
E09	C	PORT CITY / LANGSTON HUGHES ACADEMY	2040, 2050 WEST LANE	23-Apr	
E09	A	HEALTH CAREERS ACADEMY (9-12)	931 E. MAGNOLIA	23-Mar	**N/A**
E09	A	CLEVELAND ELEMENTARY SCHOOL	20 E FULTON ST	22-Mar	
E09	A	ST. LUKE CATHOLIC SCHOOL	4005 N SUTTER ST		
E09	B	PITTMAN ELEMENTARY SCHOOL	701 E PARK ST	26-Mar	
E09	B	FIRST BAPTIST CHRISTIAN SCHOOL	3535 N EL DORADO ST	26-Mar	
E09	B	WILSON ELEMENTARY SCHOOL	150 E MENDOCINO AV	26-Mar	
E10	A	BROOKSIDE ELEMENTARY SCHOOL	2962 BROOKSIDE RD	24-Apr	
E10	A	DON RIGGIO ELEMENTARY SCHOOL	3110 BROOKSIDE RD	28-Apr	
E10	A	STAGG HIGH SCHOOL	1621 BROOKSIDE RD	9-Jun	**N/A**
E10	B	COMMODORE STOCKTON SKILLS SCHOOL	2725 MICHIGAN AV	13-May	
E10	B	KOHL OPEN ELEMENTARY SCHOOL	4115 CROWN AV	26-Apr	
E10	B	HERBERT HOOVER ELEMENTARY SCHOOL	2900 KIRK AV	13-May	
E10	B	WALTON DEVELOPMENT CENTER	4131 CROWN AV	26-May	
E10	C	CLAUDIA LANDEEN ELEMENTARY SCHOOL	4128 FEATHER RIVER DR	29-Apr	
E10	C				
E10	C	JOHN MCCANDLESS (K-5)	4811 RIVERBROOK DR		

EXHIBIT 1

Current as of 12/21/2021

Co.	Shift	School Name	School Location	Inspect	Drill
E10	C	MADISON ELEMENTARY SCHOOL	2939 MISSION RD	30-Apr	
E11	B	MCNAIR HIGH SCHOOL	10001 WEST LN	16-Nov	**N/A**
E11	B	PULLIAM ELEMENTARY SCHOOL	230 PRESIDIO WY	16-Nov	
E11	B	RIO CALAVERAS ELEMENTARY SCHOOL	1819 E BIANCHI RD	13-May	
E11	B	STOCKTON CHRISTIAN SCHOOL	9021 WEST LN	20-Apr	
E11	A	KINGSTON / VALENZUELA ELEMENTARY	6324 N ALTURAS AV	27-Apr	
E11	A	PARKLANE ELEMENTARY SCHOOL	8405 TAM O'SHANTER DR	22-Dec	
E11	A	PEYTON ELEMENTARY SCHOOL	2525 GOLD BROOK DR	27-Apr	
E11	C	SUTHERLAND ELEMENTARY	550 SPRING RIVER CI	29-Nov	
E11	C	CLAIRMONT ELEMENTARY SCHOOL	8282 LE MANS AV	3-Sep	
E11	C	GEORGE BUSH ELEMENTARY SCHOOL	5420 FRED RUSSO DR	3-Sep	
E11	C	RIVER OAKS CHARTER SCHOOL	1801 PYRENEES AV	2-Sep	
E12	C	ELMWOOD ELEMENTARY SCHOOL	840 S CARDINAL AV	2-Nov	
E12	C	FRANKLIN HIGH SCHOOL	300 N GERTRUDE AV	2-Nov	**N/A**
E12	A	FILLMORE ELEMENTARY SCHOOL	2644 E POPLAR ST	22-Apr	
E12	A	MARTIN LUTHER KING ELEMENTARY SCHOOL	2640 E LAFAYETTE ST	22-Apr	
E12	B	ROOSEVELT ELEMENTARY SCHOOL	776 S BROADWAY AV		
E12	B	WILHELMINA HENRY ELEMENTARY SCHOOL	1107 S WAGNER AV	15-Dec	
E13	A	BEN HOLT COLLEGE PREP	3201 E. MORADA	4-Mar	
E13	A	BEN HOLT MIDDLE SCHOOL	3293 E. MORADA	4-Mar	
E13	A	CESAR CHAVEZ HIGH SCHOOL	2929 WINDFLOWER LN	4-Mar	**N/A**
E13	B	GEORGE MOSHER ELEMENTARY SCHOOL	3220 BUDDY HOLLY DR	15-Mar	
E13	C	ANSEL ADAMS ELEMENTARY SCHOOL	9275 GLACIER POINT DR	31-Mar	
E13	C	WESTWOOD ELEMENTARY SCHOOL	9444 CAYWOOD DR	31-Mar	
E14	C	BEAR CREEK HIGH SCHOOL	10555 THORNTON RD	29-Apr	**N/A**
E14	C	JULIA MORGAN ELEMENTARY SCHOOL	3777 A G SPANOS BL	11-May	
E14	C	MANLIO SILVA ELEMENTARY SCHOOL	6250 SCOTT CREEK DR	5-May	
E14	A	CHRISTA MCAULIFFE MIDDLE SCHOOL	3880 IRON CANYON CI	8-Jun	
E14	A	MERRYHILL CHARTER	10250 Trinity Pkwy		
E14	A	ELKHORN ELEMENTARY SCHOOL	10505 N DAVIS RD	2-Jun	
E14	B	CREEKSIDE ELEMENTARY SCHOOL	2515 ESTATE DR	9-Mar	
E14	B	JOHN MUIR ELEMENTARY SCHOOL	2303 WHISTLER WY	3-Mar	

EXHIBIT 1

Current as of 12/21/2021

Co.	Shift	School Name	School Location	Inspect	Drill
E14	B	PODESTA RANCH ELEMENTARY SCHOOL	9950 WINDMILL PARK DR	3-Mar	
T02	C	ANNUNCIATION CATHOLIC SCHOOL	1110 N LINCOLN ST		
T02	C	SUSD EARLY COLLEGE ACADEMY	349 E. VINE ST.	2-Dec	**N/A**
T02	C	WEBER INSTITUTE OF APPLIED SCIENCE	302 W WEBER AV	2-Dec	**N/A**
T02	A	ASPIRE PORT CITY ACADEMY	444 N AMERICAN ST	22-Apr	
T02	A	DOLORES HUERTA ELEMENTARY SCHOOL	1644 S LINCOLN ST		
T02	A	JANE FREDERICK CONT HIGH SCHOOL	1141 E. WEBER	28-Apr	**N/A**
T02	B	EDISON HIGH SCHOOL	100 W. MLK	27-Nov	**N/A**
T02	B	GEORGE WASHINGTON ELEMENTARY SCHOOL	1735 W SONORA ST	27-Nov	
T02	B	ST. GEORGE CATHOLIC SCHOOL	144 W FIFTH ST	27-Nov	
T03	C	EDWARD MERLO TECH ELEMENTARY SCHOOL	1670 E SIXTH ST	25-Mar	
T03	C	MONTEZUMA ELEMENTARY SCHOOL	2843 FARMINGTON RD	25-Mar	
T03	A	AUGUST ELEMENTARY SCHOOL	2101 SUTRO AV	18-Dec	
T03	A	HARRISON/GOLDEN VALLEY ELEMENTARY	3203 SANGUINETTI LN	18-Dec	
T03	B	CHILDREN'S HOME OF STOCKTON SCHOOL	430 N PILGRIM ST		
T03	B	GRUNSKY ELEMENTARY SCHOOL	1550 N SCHOOL AV	8-Mar	
T04	C	MABLE BARRON SCHOOL	6835 CUMBERLAND PL	5-May	
T04	C	OAKWOOD ELEMENTARY SCHOOL	1315 WOODCREEK WY	8-Nov	
T04	C	JOHN TYLER ELEMENTARY	3830 WEBSTER AV		
T04	C	ONE CHARTER SCHOOL	1111 E. BIANCHI RD	8-Nov	
T04	A	ACACIA ELEMENTARY CHARTER SCHOOL	1016 E. BIANCHI RD	8-Sep	
T04	A	PLAZA ROBLES CONTINUATION HIGH SCHOOL	9434 THORNTON RD	6-Dec	**N/A**
T04	A	PRESENTATION CATHOLIC SCHOOL	1635 W BEN HOLT DR	11-Dec	
T04	A	VILLAGE OAK HIGH SCHOOL	1900 W. SWAIN	6-Dec	**N/A**
T04	B	DELTA SIERRA MIDDLE SCHOOL	2255 WAGNER HEIGHTS RD	21-Dec	
T04	B	LINCOLN HIGH SCHOOL	6844 ALEXANDRA PL	10-Nov	**N/A**
T04	B	DELTA BRIGES	703 EAST SWAIN	15-Nov	
T04	B	TULLY C KNOLES ELEMENTARY SCHOOL	6511 CLARKSBURG PL	15-Dec	

File #: 22-0906, **Version:** 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS' ASSOCIATION AND AMENDMENT TO THE PREVIOUSLY APPROVED MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE MANAGEMENT ASSOCIATION, STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT, AND STOCKTON FIREFIGHTERS' LOCAL 456 FIRE MANAGEMENT UNIT

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing the approval of the Stockton Police Officers' Association (SPOA) Memorandum of Understanding (MOU) effective July 1, 2022 through June 30, 2025.

2. Authorizing approval to amend changes to the approved Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit. The changes consist of increasing the market adjustments effective July 1, 2023, and July 1, 2024, by 1% each year for members in these bargaining units.

3. Authorizing the City Manager and the Employee Relations Officer to take all appropriate and necessary actions to carry out the purpose and intent of the resolution, including implementation and funding of the successor SPOA MOU and amendments to the SPMA, Fire, and Fire Management Unit MOUs.

Summary

SPOA

In March 2022, representatives of the City began meeting with the SPOA to discuss a successor MOU. The aforementioned MOU expired on June 30, 2022. On September 12, 2022, the City received notification that the SPOA accepted the City's proposal on a successor MOU.

The successor MOU presented herein for the SPOA includes a contract term of three (3) years; a 9.8% increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment) effective July 1, 2022, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023 plus a lump sum payment of $5,000 payable to all represented employees in paid status on July 1, 2023, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024; and an increase to the City's health contribution effective July 1, 2022 following adoption; and an update to the members' overtime calculation to include vacation leave during a work period as "time worked." The successor MOU is attached in redlined format as Attachment A.

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Although salary increases have been restructured to address market conditions, the overall level of increase is consistent with the City's Long-Range Financial Plan (L-RFP). Additional compensation adjustments have been negotiated with the Unit to remedy current recruitment and retention difficulties. All compensation increases have been included in an updated L-RFP as described below and long-term sustainability remains viable.

It is recommended that Council adopt by resolution the attached successor MOU with the SPOA effective July 1, 2022 through June 30, 2025. The proposed resolution authorizes the necessary FY 2022-23 budget amendment as outlined in Exhibit 5 of the Resolution.

SPMA, FIRE, AND FIRE MANAGEMENT UNITS

On July 12, 2022, the City Council approved by resolution 2022-07-12-1206 the Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit. In order to further address recruitment and retention difficulties, it is recommended that Council approve an increase to the market adjustments effective July 1, 2023, and July 1, 2024, by 1% for employees in the bargaining unit. The amendments to the MOUs are attached in redlined format as Attachment B, Attachment C, and Attachment D.

DISCUSSION

Background

SPOA

The City Council identified retention and recruitment of employees as a high priority and took action to set aside funds to address market conditions through the adoption of the General Fund Reserve Policy on March 29, 2016 and approval of one-time funding toward retention and recruitment. The ability to front-load the COLA with the contracts effective July 1, 2016 was due to one-time funding that was available.

In 2016, the City entered into 3 year contract terms with all 9 bargaining units and was able to provide market salary adjustments to address recruitment and retention. Additionally, a 6% COLA was front-loaded in year one of the contracts for each bargaining unit. The City re-set the City health insurance premium contribution to 90% of the low-cost Kaiser plan and allowed employees to begin electing vacation cash-out/sell-back.

In 2020, the City entered into a three (3) year contract term with the SPOA wherein the bargaining unit members received a 4% COLA to base pay following adoption and a 2% COLA in the first full pay period following July 1, 2021. SPOA members in the classification of Police Sergeant and Police Officer received a base pay salary adjustment of 1% following adoption and an additional 0.5% in the first full pay period following July 1, 2021. Additionally, the SPOA received a one-time lump sum payment of $1,650, a vacation cash-out option of 40 hours in years 2 and 3 of the contract, an increase to the City's health contribution effective the first full pay period following adoption, the addition of a Birthday Holiday, holiday compensation for non-patrol assignments, court appearance

pay while in off-duty status, and a 10% flight pay differential.

SPMA, FIRE, AND FIRE MANAGEMENT UNITS

On July 12, 2022, the City entered into a three (3) year contract term with SPMA, Fire, and Fire Management. On July 26, 2022, the City Council approved by resolution 2022-07-26-1222 amendments to the Memoranda of Understanding wherein salary increases for the bargaining units were made effective July 1, 2022, rather than the previously approved date of July 16, 2022. Bargaining members received the following:

SPMA Unit

1. COLA and Market Adjustment. 10% increase to base pay (comprised of a 2% COLA and an 8% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (SPMA MOU, Section 15.1(a)).

Fire Unit

1. COLA and Market Adjustment. 9.65% increase to base pay (comprised of a 2% COLA and a 7.65% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (Fire Unit MOU, Section 15.9(a)).

Fire Management Unit

1. COLA and Market Adjustment. 10% increase to base pay (comprised of a 2% COLA and an 8% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (Fire Management MOU, Section 15.8 (a)).

Present Situation

The City's Long-Range Financial Plan (L-RFP) assumptions for employee compensation include 2% annual COLAs and 2% annual increases in the City's health contribution. Prior to the start of labor negotiations, the City contracted with a compensation consultant to perform an updated market salary survey in 2022. Based on these findings, staff recommends market salary adjustments to classifications in this unit. Market salary adjustments are salary increases above the planned COLAs that are necessary to maintain compensation at levels competitive with similarly situated agencies. Market adjustment costs are incorporated in the L-RFP.

The relevant amendments under the successor MOU for SPOA are summarized as follows:

1. MOU contract term for three (3) years effective July 1, 2022 through June 30, 2025 (SPOA MOU Section 20).

2. COLA and Market Adjustment. 9.8% increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment) effective July 1, 2022, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023, and a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024 (SPOA MOU, Section 15.1(a)). Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.

3. Lump Sum Payment. Employees in the bargaining unit as of July 1, 2023, will receive a $5,000 lump sum non-pensionable bonus to be paid in July 2023 (SPOA MOU Section 15.1 (b)).

4. City Health Contribution. 2% increase to City's health insurance premium contribution effective retroactively to July 1, 2022 and 2% each fiscal year thereafter with the last increase effective July 1, 2024 (SPOA MOU Section 14.1 (b)).

5. Overtime Calculation. Provides for the inclusion of vacation leave during a work period as "time worked" for purposes of calculating overtime (SPOA MOU Section 11.2(c)).

6. Vacation Tiers. Employees shall accrue vacation based on their P.O.S.T. certification date. This change shall be implemented as soon as administratively possible but no later than December 31, 2022 (SPOA MOU Section 9.9 (a)).

7. Elimination of salary survey language agreeing for the parties to discuss salary survey jurisdictions and survey elements. The provision has a sunset date of October 1, 2021 (SPOA MOU Section 15.1 (d)).

8. Lapse of Certification. New section that makes employees ineligible to receive an add pay for a certification they allow to lapse. Reinstatement of the add pay will commence upon recertification (SPOA MOU Section 13.20).

9. Bereavement Leave. Redefining who qualifies as family to correspond with the sick leave usage for family definition (SPOA MOU Section 9.4).

10. Amend the birthday holiday language to clarify that employees may take the holiday beginning on the day of the employees' birthday (SPOA MOU Section 12.1).

11. Update to the P.O.S.T. incentive pay provision to clarify language (SPOA MOU Section 13.7).

12. Update to state language regarding the mutual non-discrimination commitment (SPOA MOU Section 3.1).

13. Elimination of obsolete language, update to pronouns, and other language cleanup changes.

The relevant amendments under the MOUs for SPMA, Fire, and Fire Management are summarized as follows:

14. COLA and Market Adjustment. 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023, and a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024 (SPMA MOU, Section 15.1(a) / Fire Unit MOU, Section 15.9(a) / Fire Management MOU, Section 15.8 (a)).

FINANCIAL SUMMARY

BASE PAY INCREASE

The total three-year cost for the COLA and Market Adjustment increases to base pay for the 460 employees in SPOA is $38,812,111, of which $36,568,326 is a General Fund cost. The table below shows the base wage increase cost for the 3 years. Funding for an annual 2% COLA for the term of the contract was planned in the L-RFP.

COLA·AND·MARKET·INCREASES¤						
Bargaining· Unit·¤	#·of· Positions¤	FY·2022-23¤	FY·2023-24¤	FY·2024-25¤	3·Year·Total·¤	General·Fund¤
SPOA¤	460¤	$8,858,575¤	$12,872,816¤	$17,080,720¤	$38,812,111¤	$36,568,326¤

HEALTH CONTRIBUTION INCREASES

The cost for the health contribution increases effective retroactively to July 1, 2022, and each fiscal year through FY2024-25 is $866,537 of which $815,306 is a General Fund cost. The ongoing cost will be absorbed in the operating funds, including the General Fund.

HEALTH CONTRIBUTION INCREASES						
Bargaining Unit	# of Positions	FY 2022-23	FY 2023-24	FY 2024-25	3 Year Total	General Fund
SPOA	460	$ 143,520	$ 287,476	$ 435,541	$ 866,537	$ 815,306

LUMP SUM PAYMENT

The cost to pay SPOA employees a lump sum payment of $5,000 is $2,398,622 of which $2,256,960 is a General Fund cost.

ONE-TIME LUMP SUM $5,000 PAYMENT		
Bargaining Unit	FY 2023-24	General Fund
SPOA	$ 2,398,622	$ 2,256,960

SPOA OVERTIME CALCULATION

The cost of counting vacation leave during a work period as “time worked” for purposes of calculating overtime is $545,647 of which $514,102 is a General Fund cost.

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ANNUAL LEAVE COUNTS AS TIME WORKED					
Bargaining Unit	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**3 Year Total**	**General Fund**
SPOA	$ 174,797	$ 181,789	$ 189,061	$ 545,647	$ 514,102
TOTAL	**$ 174,797**	**$ 181,789**	**$ 189,061**	**$ 545,647**	**$ 514,102**

SPMA, FIRE, AND FIRE MANAGEMENT UNITS

The cost of increasing the market adjustments for the three other safety units effective July 1, 2023, and July 1, 2024, by 1% is $1,691,615 of which $1,102,959 is a General Fund cost.

COLA AND MARKET INCREASES FROM 3% TO 4%						
Bargaining Unit	**# of Positions**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**3 Year Total**	**General Fund**
Fire Unit	181		$ 435,826	$ 905,613	$ 1,341,439	$ 765,976
Fire Management Unit	9		$ 32,143	$ 66,806	$ 98,949	$ 85,756
SPMA	21		$ 81,598	$ 169,629	$ 251,227	$ 251,227
TOTAL	**211**		**$ 549,567**	**$ 1,142,048**	**$ 1,691,615**	**$ 1,102,959**

All of these recommended compensation changes except the one-time lump sum payment are ongoing costs to the City and should be sustainable in the long-term. The total three-year cost of the SPOA successor Memoranda of Understanding (MOU) is $42,622,917 based on a retroactive July 1, 2022 implementation. The FY 2022-23 Annual Budget adopted by Council on June 21, 2022 must be amended to accommodate the increases in employee compensation. With an effective date of July 1, 2022, the total FY 2022-23 cost of compensation changes are $9,176,892 with 94.6% attributable to the General Fund. The recommended budget amendment (Exhibit 5) needed to implement the SPOA MOU will increase the General Fund budget by $8.7 million from the fund balance. Future year salary and benefit increases will be incorporated into the annual budget development process.

As disclosed in the July 12, 2022 staff report, some of the assumptions in the City's Long-Range Financial Plan (L-RFP) need to be adjusted to make this affordable in the long term. These changes included using FY 2021-22 year-end savings to fund the market adjustments, reducing future spending growth assumptions, and assuming more savings from vacancies. In addition to the items implemented with the July 12, 2022 action, updated revenue estimates based on FY 2021-22 year-end results were incorporated into the L-RFP to make future year market adjustments affordable.

Attachment A - SPOA MOU - Redline
Attachment B - SPMA MOU - Redline
Attachment C - Fire Unit MOU - Redline
Attachment D - Fire Management Unit MOU - Redline

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON POLICE OFFICERS ASSOCIATION AND CITY OF STOCKTON

TERM: July 1, 2022~~19~~ – June 30, 2025~~22~~

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

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STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

This agreement (the “Agreement” or “MOU”) is made and entered into as of _____ by and among the City of Stockton, California (the "City" or "Stockton") and the Stockton Police Officers Association (“SPOA”), sometimes collectively referred to as the “Parties.”

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, t~~T~~he parties agree to the following process for making, cancel~~l~~ing, or changing payroll deductions for Union membership union dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866 the City will deduct the monthly Union membership dues, initiation fees, assessments, and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees who voluntarily authorize such deductions, and pay such amounts to the Union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notification will be provided to payroll@stocktonca.gov.

(8) Changes~~,~~ and/or cancellations~~,~~ received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in

time due to pay period processing constraints. The City will make every effort to process earlier if possible.

~~(c)~~ Hold Harmless Provision.

(c) The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 New Hire Employee Orientation and Information Requirements

~~(a)~~ In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system ~~(currently HTE)~~:

(1) ~~1.~~ Name;
(2) ~~2.~~ Job title;
(3) ~~3.~~ Department;
(4) ~~4.~~ Work location;
(5) ~~5.~~ Personal cellular telephone numbers, including work and home;
(6) ~~6.~~ Personal email addresses as provided by new hire employee; and
(7) ~~7.~~ Home address.

The above information shall be updated and provided to the Union at least every 120 days for all bargaining unit members.

2.3 Use of City Facilities

(a) The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

(b) Any representative of the Association shall give notice to the department head or ~~his/her~~their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made

with the Police Chief and when made shall continue until revoked by the Chief.

(c) City buildings and other facilities may be made available for use by City employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.4 Attendance at Meetings by Employees/Association Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City management representatives, or be present at administrative hearings where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for an excused absence to their department head~~,~~ in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed five (5), except by mutual agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS

3.1 The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion (creed), national origin (ancestry), military or veterans status, physical ~~or~~and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (~~sexual,~~ gender based including, pregnancy,~~/~~ childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

3.2 The Association shall cooperate with the City in the objectives of Equal Employment Opportunities as required by law.

3.3 ~~Fair Labor Standards Act.~~ The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 4. PROBATIONARY PERIOD

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to ~~his/her~~their position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

All original entrance positions shall be tentative and subject to a probationary period of eighteen (18) months. The probationary period for entrance positions shall not be extended.

4.3 Promotional Positions

All promotional police appointments shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.4 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment~~,~~ shall be reinstated to the position from which ~~he/she was~~they were promoted unless charges are filed and ~~he/she is~~they are discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance and Civil Service Rules.

4.5 Probationer Advanced To Higher Rank

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards ~~his~~ their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 5. LAYOFF

5.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of their~~his~~ position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

5.3 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.4 Precedence by Employment Status

No ~~permanent~~ regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such ~~permanent~~ regular status employee. The order of layoff among employees not having ~~permanent~~ regular status shall be according to the following categories:

(a) ~~a.~~ Extra help or seasonal ~~c. Temporary~~

(b) ~~b.~~ Provisional ~~d. Probationary~~
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to service in that class, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

(c) Time worked in a ~~permanent~~ regular or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the same eligibility list upon which the employees~~'~~ were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior ~~permanent~~ regular status, thus displacing the employee working in that classification who has the least seniority in that classification. The voluntary demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 202522

SECTION 6. REEMPLOYMENT/REINSTATEMENT

6.1 Reemployment

When an employee in the classified service who has been performing theirhis duties in a satisfactory manner, as shown by the records of the department in which he hasthey have been employed, is laid off because of lack of funds or abolition of his/her their position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on a reemployment list for the appropriate class for reemployment consistent with Civil Service Rule VII Certification and Appointment pertaining to Police safety positions, currently in effect.

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last-laid off, first rehired.".

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

6.2 Reinstatement on a Reemployment List

A regular statuspermanent employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification upon as held upon resignation within a period of one (1) year from the effective date of his/hertheir resignation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 starting at step two (2) with the Director of Human R~~r~~esources within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first-~~–~~class mail to the employee's address contained in ~~his/her~~their official personnel records.

For purposes of this subsection, "business day" means a day on which the Human Resources Department is open for business to the public.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules and regulations as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first- -class mail to the employee's address contained in his/hertheir official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

8.3 Grievance Processing

(a) (a) Step 1 - Departmental Review. Any employee who believes that he/she hasclaiming to –have a grievance may discuss thehis complaint with such management official in the department in which he/she workswhere employed as the department head may designate. If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit thehis/her grievance directly to the Association recognized as the representative of that employee'shis/her classification, the procedures hereinafter specified may be invoked.

(b) (b) Step 2 - Director of Human Resources Review. Any employee or any official of the Association may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) business days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two paragraphs which has not first been filed and

investigated in accordance with this paragraph except for the resolution of compensation complaints.

(c) ~~(c)~~ Step 3 - City Manager Review. Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant, and~~,~~ if the complainant is not the Association, to meet also with the officials of the Association and to settle the grievance or to make recommendations to the City Manager.

Failure to complete this step within sixty (60) calendar days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

(d) ~~(d)~~ Step 4 - Arbitration. Either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post~~-~~hearing briefs, if any.

(e) ~~(e)~~ Effect of Decision. The decision of the arbitrator on matters properly before themhim/her shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in ~~paragraph~~ section 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of

Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from the arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources, in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their~~his~~ judgment for the judgment of management and if they~~he~~ find~~s~~ that the City had such right, they~~he~~ may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed, except in cases where the City determines that the basis of the compensation issue was a result of a clerical error, the adjustment shall be no more than three hundred and sixty-five (365) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner which would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees ~~in representation units~~ represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing ~~himself/herself~~themselves of such option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 9. LEAVES

9.1 Sick Leave

(a) Accrual. All regular status employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury, or exposure to contagious disease, which incapacitates him/herthem from performing theirhis/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Usage for Family. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family.

For the purposes of this section, immediate family is defined as the employee''s parents, spouse, registered domestic partner, child (child as defined as biological, step, foster or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent**,** brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of theirhis absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify theirhis supervisor as promptly as possible of theirhis absence.

Before an employee may be paid for the use of accrued sick leave, theyhe shall complete and submit to theirhis department head a signed

statement, on a prescribed form, stating the dates and hours of absence, type of sick leave to be used, and such other information as is necessary for thehis request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. The Police Chief or designee may require a doctor's certificate or other reasonable proof of illness as he/shethey deem necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or shethey will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave. Except as provided in section (h), all sick leave shall have no cash value upon separation of employment, and employees shall not be allowed to cash out unused sick leave. Current employees shall be eligible for CalPERS service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit. Effective July 1, 2016, the City will begin to pay the PERS .351% Cost Pick-Up for Credit for Unused Sick Leave for those members hired on or before August 16, 2013.

(h) Sick Leave Retention Benefit.

AIf, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and

(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12February 16, 2012 shall be paid at fifty percent (50%) of it's cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.2 Military Leave

An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or force of the Federal Military, Naval, or Marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

All regular status employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served theirhis minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months, or having served the minimum probationary period of eighteen (18) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and

when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, providing they are physically fit as above specified.

9.3 Court Appearance

Upon approval by the department head, an employee, other than a provisional, part-time, or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

(a) Said absence from duty will be compensated for actual hours the employee serves on the jury or is required to remain in court to testify as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City Treasurer, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.

(b) Jury duty or witness duty appearances shall be considered in terms of actual hours spent performing those duties. If an employee is not due to appear for jury duty or as a witness until afternoon court session, ~~he/she~~they will be expected to work their~~his~~ usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they~~he/she~~ shall work the remainder of ~~his/her~~their usual afternoon schedule.

~~(c)~~(c) Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or o~~i~~n behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

9.4 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to his/hertheir accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.

For the purposes of this Section, the immediate family shall be restricted to the employees'' parents, spouse, registered domestic partner, child, step child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.parents, spouse, registered domestic partner, child (child as defined as biological, step, foster, or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

9.5 Workers' Compensation Leave

Forms and Procedures**.** Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/hertheir supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness requiring medical care is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of a personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.6 Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the

employee the right to return to a position in the same classification or equivalent classification~~,~~ as the employee held at the time leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premiums shall end on the last day of the month in which the employee was paid except those ~~that~~ employees on an authorized leave of absence may continue enrollment in the City health insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights~~,~~ based on length of employment. Periods of time during which an employee is required to be absent from ~~his/her~~their position by reason of an injury or disease for which ~~he/she is~~they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.7 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury which are not job-incurred may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to theirhis department head and the City Manager describing the reasons for the request and all other information required for the department head, or theirhis representative, to evaluate the request. Leaves without pay may be canceled by the department head at any time.

9.8 Absence Without Leave

(a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department head or City Manager, or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee of this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources Director shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

9.9 Vacation Leave

(a) Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave with pay semi-monthly in accordance with the following schedule:

Less than 1½ -1/2 years continuous employment ..... 80 hours/year
After 1½ -1/2 years up to 7½ 1/2 years..... 108 hours/year
After 7½ -1/2 years up to 15 years..... 144 hours/year
After 15 years up to 25 years..... 189 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

Effective as soon as administratively possible following adoption of this contract by the City Council, but no later than December 31, 2022,

employees will accrue vacation based on their initial P.O.S.T. certification date if that date is earlier than their most recent hire date with the City. This change shall apply on a going forward basis only. Employees are responsible for informing the City of their initial P.O.S.T. certification date if it differs from their most recent hire date with the City.

(b) Vacation Accumulation. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

Employees who, on July 1, 2012, have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, they~~he/she~~ shall retain ~~his/her~~their existing earned vacation, but shall not earn any additional vacation until the employee's vacation balance is under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40-~~–~~hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(c) Vacation Schedule. The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.

~~(d) Vacation Sellback. An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance effective for FY 2020/2021 and 2021/2022. An employee may elect to receive a cash payment for a maximum of forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) hours or more in the same or prior fiscal year. To utilize this option, employees must maintain a balance of forty (40)~~

~~accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31 of each year for the cash out the following calendar year. The cash out election is irrevocable and the City will follow IRS regulations regarding cash payment of leave.~~

(de) Vacation Allowance for Separated Employees

(1) An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post-separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

(2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of theirhis resignation shall have theirhis prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 10. DAYS AND HOURS OF WORK

10.1 Regular Workweek

The normal work–week for Police Unit employees is defined as either the traditional work–week consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9 hour work days Monday through Thursday, 8 hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

10.2 Regular Workweek for Patrol

The work schedule for patrol is the current 4/10 work schedule. The Chief of Police may change the start/finish time of a shift after providing written notification.

10.3 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

10.4 Furlough bank hours

(a) Furlough Bank. There shall be no cash value provided for any furlough hours since the start of the furlough program in 2009 and all furlough bank hours shall be used in accordance with 10.4 (b) below.

(b) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. All Furlough must be scheduled and used prior to the date of separation in accordance ~~to~~with the City's leave policies.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

SECTION 11. OVERTIME

11.1 Authorization

All compensable overtime must be authorized by the Chief of Police or the Chief's designated representative in advance of being worked.~~—~~ If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular work day following the date which the overtime was worked.

11.2 Compensation

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week (including 9/80 schedules), or ten (10) hours per day and forty (40) hours per week**:**

(a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime shall be paid for at time and one-half (1½ ~~1/2~~) including employees employed on a per hour or per day basis or except as provided elsewhere herein.

(b) Hours worked shall include all actual time worked. Furlough hours taken, holiday hours taken, bereavement leave, jury duty leave, and sick leave shall be considered as time worked. ~~—~~Vacation~~,~~ or other compensated time off not specifically identified above shall not be considered as time worked.

(c) Notwithstanding subparagraph "b" above, effective as soon as administratively possible but no later than December 31, 2022, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value of this modification is approximately zero point two percent (0.2%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

11.3 Court Appearance Pay While in Off Duty Status

(a) An employee required by proper authority to appear in court during off-duty hours shall receive compensation of three (3) hours at time and one-half (1½ ~~1/2~~) or actual time worked at the appropriate rate, whichever is greater.

Multiple subpoenas covering the same case on the same day or multiple subpoenas for either the morning or the afternoon do not count as separate incidents for purpose of minimum compensation. However, a subpoena to attend court for one case in the morning and a subpoena to attend court for a second case in the afternoon will count as separate incidents for purposes of minimum compensation.

(b) Voluntary Court Standby.

Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the four (4) hours of standby for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

11.4 Call-Back Policy

When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1½ ~~-1/2~~) or actual time worked at time and one-half (1½~~-1/2~~), if eligible for overtime as defined in Section 11.2~~,~~ above, whichever is greater.

11.5 Compensatory Time

(a) Definition - As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. Such time has previously been referred to as Earned Time.

(b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that compensatory time shall be earned at the rate of time and one-half (1½~~-1/2~~).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1½~~-1/2~~) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid ~~cash~~for the hours worked.

(c) Use - Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department

head, but once approved, cannot be changed unless an emergency situation arises.

(d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

11.6 Standby Compensation

Employees who are placed on standby on Saturday or Sunday or their normal day off shall be paid at the rate of three dollars ($3.00) per hour for each hour on standby assignment. An employee shall earn time and one-half (1½ 1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby after the end of their shift their normal tour of on a regular work day shall receive three dollars ($3.00) per hour for each hour of standby. An employee shall earn time and one-half (1½ 1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by. The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status, employees shall leave with the Command Center a telephone number at which they can be reached. Such employees shall be available to the Police Department within a forty-five (45) minute response time availability to the Police Department.

11.7 No Standby Compensation for Time Worked

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay provided in Sections 11.3(a), 11.3(b), 11.4, or 11.6. Employees are eligible to receive overtime only in accordance with Section 11.2 above.

11.8 Sergeants Working Hireback

(a) Sergeants will be authorized to work special event hireback in the event that there are insufficient officers willing to volunteer for the special event overtime. The order of hireback will be: (1) officers working voluntary overtime, (2) followed by sergeants working voluntary overtime, (3) followed by officers working mandatory overtime.

~~(a)~~

(b) Special events are defined as hireback which is not patrol hireback and does not have an enforcement related function.

~~(b)~~

(c) Pay Rrate.

~~(c)~~

(1) Because of limitations in the City's payroll system, Sergeants will *initially* be paid based on their regular rate for this hireback.

~~i.~~

(2) However, as soon as it becomes feasible for the City's payroll system to do so, the City will pay Sergeants working officer hireback under this provision at the top-step officer rate. In that event, overtime pay for the work period in which the hireback occurs will be paid in accordance with the FLSA with the sergeants regular rate of pay based on a weighted average methodology. The City will notify the ~~POA~~ Association thirty (30) days before implementing such a system.

~~ii.~~

(d) Sergeants hired to fill a Ss~~s~~ergeant's position for special events will be paid based on their regular rate.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City

Effective upon the first full pay period following ratification for this Memorandum of UnderstandingOU by Stockton Police Officers Association and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday. Unless otherwise provided in this sSection, the City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday .....(Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday.....(Third Monday in February)
(5) Cesar Chavez' Day .....(March 31 -FLOATING for Non-Patrol)
(6) Memorial Day .....(Last Monday in May)
(7) Independence Day .....(July 4)
(8) Labor Day.....(First Monday in September)
(9) Columbus Day.....(Second Monday in October)
(10) Veteran's Day..... (November 11)
(11) Thanksgiving ..... (Fourth Thursday in November)
(12) Day following Thanksgiving..... (Fourth Friday in November)
(13) Christmas Day..... (December 25)
(14) Birthday Holiday

For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

Employees who are in unpaid status the day before or the day after the holiday will not qualify for Holiday Pay as described in Section 12.1above.

Birthday Holiday Leave. The department head with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days, afterbeginning on the day of the employee's birthday.

12.2 Holiday Compensation

(a) Non-Patrol Assignments.

(a) All regular and probationary Police Unit employees who are not assigned

to the traditional 10-plan Field Operations/Patrol shift schedule, and are in assignments which observe City Holidays shall be entitled to take each holiday off with full pay for each of the holidays listed in 12.1, above.

FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

~~(b)~~ Patrol Assignments.

(b) All regular and probationary Police Unit employees assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For Unit members required to work on an observed holiday, actual hours worked on the holiday will be paid at time and one half (1½).

These members who are permitted to take a holiday off that falls on a regularly scheduled work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution

(a) Legacy employees hired on or before December 31, 2012 shall pay nine percent —(9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the employee's share of cost under the Public Employees' Retirement System (PERS) towards the employee's share of cost for PERS pension. Such amounts will be applied to the employee's individual account.

(b) Non Sworn Police Officer Trainee. The City and the Association agree that employees hired into the Non Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The employee shall contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the P.E.R.S. Local Miscellaneous Members Plan. Such amounts will be applied to the employee's individual account in accordance with Government Code Ssection 20691.

Upon satisfactory completion of basic recruit training, the Non Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer plan (Local Safety Member).

13.2 Military Service Credit

The City shall provide for military service pursuant to the provisions of Government Code Section 21024, formerly Section 20930.3, and Section 20930.33, at the employee's expense.

13.3 P.E.R.S. Fourth Level Of 1959 Survivor Benefits

The City provides P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.4 P.E.R.S. 3% At Age 50 Retirement for Employees Hired on or before December 31, 2012

On July 21, 2000, the City made application to PERS to provide P.E.R.S. California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.5 PERS Benefits for Employees hired on or after January 1, 2013

(a) ~~(a)~~ The City shall amend its CalPERS contract to eliminate sick leave conversion and the enhanced survivor benefits for all employees hired on or after August 16, 2013, the effective date of the contract amendment.

~~(b)~~ Employees with Reciprocity:

(b) Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3% @ 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).

~~(c)~~ Employees without Reciprocity:

(c) Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% @ 57 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% @ 57 as determined by CalPERS.

13.6 Uniform Allowance

(a) Employees in this unit shall receive as additional annual compensation, a uniform allowance in the amount of nine hundred fifty dollars ($950.00).

Payment shall be made in two equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

(b) Protective Vests. ~~–~~ The City shall provide safety protective vest and annual testing by lot number.

13.7 P.O.S.T. Incentive Pay

(a) The City will pay three percent (3%) of the ~~Police Officer~~ top salary step in rank for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the ~~Police Officer~~ top salary step in rank for employees who attain an Advanced P.O.S.T. Certificate.

~~(b) Effective January 1, 1999, Tthe City will pay three percent (3%) of the Police Sergeant top salary step for employees who attain an Intermediate P.O.S.T. Certificate, and six percent (6%) of the Police Sergeant top salary step for employees who attain an Advanced P.O.S.T. Certificate.~~

(b~~c~~) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources ~~Services~~ Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

13.8 Longevity Increment Pay for Police Officer for Grandfathered Employees Only

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated. Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011 their Longevity Increment Pay shall be reduced by five percent (5%) and shall remain frozen at that level, and no additional increments shall be earned, as described herein.

(a) For those members who as of July 31, 2011 were receiving five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 those members shall no longer receive longevity increment pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(b) For those members who as of July 31, 2011 were receiving seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay two percent

(2%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(c) For those members who as of July 31, 2011 were receiving twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(d) For those members who as of July 31, 2011 were receiving fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(e) For those members who as of July 31, 2011 were receiving nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw ~~the his or her~~their contributions to P~~.~~E~~.~~R~~.~~S.

(g) **Effective July 1, 2012, Section 13.8(a) through (f) are modified as follows:**

Employees who are receiving Longevity Pay as described above shall have their Longevity pay reduced an additional four percent (4%) effective July 1, 2012, except that individuals whose 2011 reduction of the following amounts (Reductions of Longevity pay, elimination of Master Officer Pay, elimination of Educational Incentive and payment of employees PERS contribution) was twenty-two percent (22%) shall have their Longevity amount reduced by one percent (1%). The longevity increment pay shall

remain frozen at this level and no additional increments shall be earned nor shall additional persons qualify for this pay.

13.9 Longevity Increment Pay For Police Sergeant

The five percent (5%) Longevity Pay received by Sergeants is frozen effective July 1, 2012, and no additional persons shall qualify for this pay.

13.10 Canine Handler Compensation

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1½ 1/2) time. Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

13.11 Motorcycle Officer Compensation

Effective the first full pay period after the effective date of this contract, employees assigned motorcycle responsibilities shall be paid a maximum of four and one-quarter (4.25) hours per month, at the rate of one and one-half (1½ 1/2) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax, and generally maintain their assigned motorcycles.

13.12 Explosive Ordinance Disposal (EOD) Compensation

Effective July 1, 2005, the pay for Uunit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1½ 1/2) time.

13.13 SWAT Compensation

Effective the first full pay period after the effective date of this contract, the pay for unit members assigned to SWAT shall be paid a maximum of four and one-quarter (4.25) hours per month at the rate of one and one-half (1½ 1/2) time.

13.14 Field Training Officer Compensation

Effective July 1, 2005, Tthe pay for unit members assigned as ato Field Training Officer shall be five percent (5.0%) of the top salary step of rank.

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13.15 Bilingual Pay

~~Effective July 1, 2005, T~~the pay for qualified and approved bilingual skills will be two and one-half percent (2.5%) of the top salary step of rank.

To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department. The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

13.16 Acting Pay

Any employee who is assigned by proper authority to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive that rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.17 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in the Memorandum of Understanding~~OU~~ are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding~~OU~~ is outside of the City's control.

13.18 Flight Pay Differential

(a) Effective first full pay period following adoption, employees assigned to the Aero Detail as pilots shall receive a ten percent (10%) differential.

(b) Employees assigned to the Aero Detail as observers shall receive sufficient flight instruction to enable them to land safely in an emergency.

(c) The City shall provide employees assigned to the Aero Detail with suitable protective flight equipment, including but not limited to:

(1) One (1) Flight Helmet

(2) One (1) Nomex Flight Suit

(3) One (1) Pair of Nomex Gloves

13.19 Mobile Command POST

Effective the first full pay period after the effective date of this contract, employees assigned to the Mobile Command Post Team who maintain a Class A License shall be paid an additional one (1) hour per month, at the rate of one and one-half (1½~~-1/2~~) time. Compensation shall be for the time spent by officers on their off-duty time to maintain their Class A license.

13.20 Lapse of Certification

An employee receiving an add pay under Section 13 of this MOU, whose certification lapses, will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

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SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to the meet and confer on any changes that are within mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that are related to the implementation of the Affordable Care Act (ACA).

14.1 Health Insurance And Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an eEmployee only, eEmployee plus oOne (1) and eEmployee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for mMedical, dDental, and vVision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and his or hertheir dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs. :

1.(1) Effective upon the first full pay period following approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act July 1, 2022, the City shall contribute the following:

a. a. up to $697.00657 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. b. up to $1,265.001,192 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. c. up to $1,685.001,588 per month toward the cost of

the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) ~~2.~~ Effective July 1, 20232020, City shall contribute the following:

a. up to $711.00670 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. up to $1,290.001,216 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. up to $1,719.001,620 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) ~~3.~~ Effective July 1, 20242021, City shall contribute the following:

a. ~~a.~~ up to $725.00683 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. ~~b.~~ up to $1,316.001,240 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. ~~c.~~ up to $1,753.001,652 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, ~~/~~vision, and ~~/~~dental to be pre-tax premium conversion.

(c) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, ~~/~~vision and dental plans provided by the

City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2 Retiree Medical Trust

The City will cooperate with the SPOA to amend the documents related to the SPOA Retiree Medical Trust ("RMT") to reflect that the City relinquishes all of its right to designate any trustees under the RMT and any and all rights, obligations, or responsibility under the RMT so that only the SPOA designated Trustees will administer the RMT.

The City has no objection to the transfer of all current assets in the RMT to another trust (the "Receiving Trust") selected by the SPOA designated RMT Trustees so long as the Receiving Trust agrees to hold those assets for the exclusive benefit of eligible retirees. Further, the SPOA and the City agree that the transfer of assets will be contingent on the SPOA and Receiving Trustees agreeing that on and after the transfer of the assets of the RMT to the Receiving Trust (i) the City's only obligation with respect to such Receiving Trust will be to make any agreed upon contributions to the Receiving Trust, and (ii) the SPOA and the Receiving Trustees further agree that on and after the transfer of the assets of the RMT to the Receiving Trust, to indemnify and hold harmless the City and the City designated trustees from any claim whatsoever by the SPOA, any unit member, or any beneficiary of the Receiving Trust with respect to the Receiving Trust. Such claims include, but are not limited to, (i) any claim for benefits under the Receiving Trust or any plan funded by the Receiving Trust, (ii) any claim regarding the administration of, or fiduciary duties under, the Receiving Trust, (iii) any claim regarding the tax treatment of contributions to the Receiving Trust (so long as the City complies with applicable federal law and guidance from the Internal Revenue Service), and (iv) any claim regarding the terms of the Receiving Trust or selection of trustees.

The City's obligation to contribute to the RMT has ceased. However, in the event that the ~~POA~~ Association's membership votes to approve member contributions to the Receiving Trust, the City agrees to deduct those contributions (and any required administrative fees charged by third parties) from members' paychecks. Nothing herein commits the City to paying any portion of any future contribution.

14.3 Life Insurance

~~Effective July 1, 2012, T~~the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In

addition, employees may purchase additional voluntary life through their union or through the City's IRS 125 vendor.

14.4 Long Term Disability Insurance

~~Effective July 1, 2012, T~~the City shall reduce the base pay of employees in this unit by twenty dollars ($20.00) per month~~,~~ and instead shall provide to each bargaining unit member twenty dollars ($20.00) per month for the purpose of purchasing Long Term Disability Insurance. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

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SECTION 15. SALARY PLAN

15.1 Salary

(a) Cost of Living Adjustment (COLA)

~~(a)~~

(1) Effective ~~upon the first full pay period following approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act~~July 1, 2022, employees will receive a nine point eight percent (9.8%) increase~~4% COLA~~ to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment). Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.

~~(1)~~

(2) Effective July 1, 2023~~2021~~, employees will receive a four percent (4%) increase~~2% COLA~~ to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

~~(2)~~(3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

~~(b) Market Adjustment~~

~~(1) Effective upon the first full pay period following approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees in the classification of Police Sergeant and Police Officer will receive a market adjustment of 1%.~~

~~(2) Effective July 1, 2021, employees in the classification of Police Sergeant and Police Officer will receive a market adjustment of 0.5%.~~

(b) Lump Sum Payment

~~(c)~~

~~(1)~~ Each employee who was employed in the bargaining unit as of ~~July 1, 2019~~July 1, 2023 ~~and remains employed as of the first full pay period following adoption of this Agreement~~ will receive a ~~$1,650~~$5,000 lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

~~(d) Salary Survey~~

~~(1) Upon request of the SPOA, but no sooner than October 1, 2021, the parties agree to discuss (1) Salary Survey Jurisdictions and (2) Salary Survey Elements to be~~

~~utilized by both parties during the next round of negotiations for the successor MOU. The parties endeavor to complete this process by the start of the next round of MOU negotiations. In the event parties do not reach a consensus on the jurisdictions and elements, the parties would be able to perform their own surveys during the next round of MOU negotiations.~~

15.2 Salary Ranges

The salary ranges for all classifications in the aforementioned representation unit will be as set forth in Appendix A, which are attached hereto and made a part hereof. The rates of pay set forth in the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices~~,~~ unless the schedule specifically indicates otherwise.

15.3 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary step for a new employee entering the classified service shall be the minimum salary step for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary~~,~~ which is more than the minimum salary step for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.4 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.5 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999

There shall be six (6) salary steps for the classification of Police Sergeant and Police Officer. Eligible employees will be moved to the next step every twelve (12) months. Any reference in this Memorandum of Understanding~~OU~~ to a different schedule for step increase shall be adjusted accordingly. In a case

where a person possesses unusual qualifications, the City Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

All step references below are to the salary schedule for the Police Officer classification. Non-Sworn Police Officer Trainees are hired at the rate identified in the single step salary classification for Police Officer Trainee.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Police Officer.

The second salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the first salary step and upon the written recommendation of the department head.

The third salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fourth salary step and upon the recommendation of the department head.

The sixth salary step shall be paid upon the employee's satisfactory completion of ~~one (1) year~~twelve (12) months of service at the fifth salary step and upon the recommendation of the department head.

Regardless of an employee's length of service, salary step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step 3 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

If a department head recommends to withhold salary increases because an employee has not achieved the level of performance required for~~to~~ the position, the recommendation of notice must be received by the City Manager at least four

(4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.6 Salary Step Plan – Non-Sworn Police Officer Trainee Status

An employee with ~~only~~ the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the Police Officer Trainee salary range. Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at Step 1 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

15.7 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, ~~are~~ be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.8 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.9 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) but in no case less than four percent (4%) above the rate ~~he has~~they have been receiving, except that the next step shall not

exceed the maximum salary of the higher class. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which ~~he is~~they are demoted, and the specific rate of pay within the range shall be final.

15.10 Salary On Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, their~~his~~ salary shall not be higher than their~~his~~ salary at the time of their~~his~~ separation unless there has been an increase within the salary range.

15.11 Special Assignment Differential

(a) All Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule~~,~~ and are assigned to schedules that regularly observe holidays off shall receive a "Special Assignment" differential equal to five percent (5%) of the employee's current base pay. This pay is in exchange for the elimination of extra holiday compensation for these positions.

(b) While not all-inclusive, examples of those special assignments wherein the Special Assignment Differential would apply include positions within the Investigations Division, Administrative Services Division, Technical Services Division, Special Operations Division, Traffic Section, and Professional Standards Section. The primary qualifying factor for Special Assignment Differential is that the special assignment is one in which the assigned personnel generally observe all holidays off, as the section/unit "closes" on holidays. These can generally be described as "non-patrol" assignments.

15.12 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

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SECTION 16. RESIDENCY

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach City Hall within forty-five (45) minutes.

SECTION 17. SEVERABILITY OF PROVISIONS

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 18. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

SECTION 19. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

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SECTION 20. DURATION

All provisions of this Memorandum of Understanding shall be effective July 1, 20222~~19~~, and shall remain in full force and effect to and including the 30th day of June, 20252~~22~~.

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SECTION 21. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of negotiations necessary to conclude a successor Agreement to this Memorandum of Understanding, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this Section. The City may take other action which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

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SECTION 22. CITY RIGHTS

(a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the Memorandum of Understanding. All matters not specifically addressed in this Memorandum of Understanding are reserved to the City.

(b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding.

(c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this Memorandum of Understanding. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the ~~to~~ workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

SECTION 23. CONDITIONAL AGREEMENT RE: PLAN SUPPORT AND TREATMENT OF CLAIMS

1.(a) Confirmation of Plan. The City agrees to use its best efforts to obtain confirmation of, and to implement, a plan of adjustment ("Plan") that is consistent with the terms of this MOUMemorandum of Understanding, or as applicable, its successor Memorandum of UnderstandingOU. All of the provisions of this Article except 2(c) shall be null and void in the event that the Plan contemplated by this Agreement is not confirmed and does not become effective.

2.(b) SPOA's Claims. SPOA alleges that its members have claims in the bankruptcy case against the City relating to the City's modification of its 2009 Memorandum of Understanding ("2009 MOU"), pursuant to Declarations of Fiscal Emergency beginning on or about May 26, 2010 and continuing in effect thereafter, and in connection with the treatment of the claims of SPOA and its members under the Pendency Plan (collectively, the "Claims"), and that, in the aggregate, the Claims exceed thirteen million dollars ($13,000,000). The City disputes the Claims and contends that the Claims would not be allowed in the chapter 9 case. It further asserts that, if the Claims were allowed, they would be allowed in an amount aggregating less than thirteen million dollars ($13,000,000).

In consideration of resolving the above differences and agreement on the Memorandum of UnderstandingOU, the City agrees that the Claims shall be provided for in the Plan as follows:

(a)(1) The Claims will be deemed allowed in the chapter 9 case in the aggregate amount of eight million, five hundred thousand dollars ($8,500,000) (the "Allowed Claims"). In consideration for the reduction in the amount of the Claims, SPOA members employed during fiscal year 2010-2011 and/or 2011-2012 shall be credited, upon final approval of the Memorandum of UnderstandingOU by the Parties and, if necessary, by the Bankruptcy Court, twenty-two (22) additional hours of paid leave in fiscal year 2012-2013. These additional hours of paid leave shall have no cash value and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. Only those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who were still current employees upon the effective date of this Agreement shall be entitled to this treatment.

(b)(2) The Allowed Claims shall be satisfied under the Plan by the City by crediting SPOA members employed during fiscal year 2010-2011 and/or 2011-2012, eleven (11) additional paid leave hours in the fiscal year of

approval of the Plan and eleven (11) additional paid leave hours in the fiscal year after approval of the Plan. This benefit shall only apply to those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who are current employees as of the date the Plan is approved by the Bankruptcy Court. The total additional paid leave per SPOA member under paragraphs 2(a) and 2(b) of this article shall equal forty-four (44) hours. These additional paid leave hours shall have no cash value, and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. It is understood that the provision of these hours shall be the sole compensation for the Claims of SPOA and its members. The additional twenty-two (22) hours additional paid leave credit contained in this paragraph 2(b) shall be contingent upon confirmation of the Plan and on the Plan becoming effective.

~~(c)~~(3) Notwithstanding the foregoing, in the event that the Plan is not confirmed and does not become effective, the Claims shall not be allowed as specified herein, and both SPOA and the City agree that the Claims will be considered unresolved, with each Party reserving the right to assert or contest the Claims; provided, however, that the monetary equivalent of any paid leave hours taken pursuant to this Article shall serve as a credit against the Claims.

~~(a)~~(c) ~~3.~~ Implementation of 2012-2014 SPOA Memorandum of Understanding~~OU~~. The City shall include in its proposed Plan provisions that give effect to~~,~~ and comport with the terms of this Agreement.

~~(b)~~(d) ~~4.~~ Plan Support. SPOA agrees to use its best efforts to support the Plan, the provisions of which include the treatment of the Claims as described above, and which are consistent with the terms of the Memorandum of Understanding~~OU~~. SPOA's support for the Plan shall include statements in papers filed in the Bankruptcy Court and in appearances by its counsel in Bankruptcy Court. SPOA shall use its best efforts to cause its members to vote to approve the Plan, to withdraw any proofs of claim they have filed which are inconsistent with the Memorandum of Understanding~~OU~~ and not object to, or otherwise commence any proceeding against, or take any other action opposing any of the terms of the Memorandum of Understanding~~OU~~, the Plan or any disclosure statement filed in connection with the Plan. At the City's request, such support may also include the execution by SPOA of an agreement to recommend that its members vote in favor of the Plan.

(e) ~~5.~~ Further Assurances~~.~~. The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as

may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

(f) ~~6.~~ Release of Claims. Except for the Parties' respective obligations stated in the Memorandum of Understanding~~OU~~, SPOA, on behalf of all employees in its bargaining unit, and the City hereby release and discharge each other, and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, and each of them, from and against any and all defenses, claims, demands, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, which either of them may now or hereafter have against the other in any way related to the Claims and or Litigation Claims (as such term is defined below). This release shall include, but is not limited to, within thirty (30) days of approval of the Plan, dismissing with prejudice litigation and cross litigation claims ("Litigation Claims") pertaining to San Joaquin County Superior Court case number 39-2010-00245197-CU-WM-STK, San Joaquin Superior Court Case number 39-2010-00253803 and Third Appellate District appellate case numbers C070347 and C068723. These cases shall remain stayed until the occurrence of the effective date of the Plan or the dismissal of the chapter 9 case. The Parties agree to waive any and all claims for attorneys' fees or costs associated with the Litigation Claims.

The Parties, and each of them, hereby waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties, and each of them, understand that if the facts with respect to which this release is given turn out to be different from the facts now known or believed by either of them to be true, each of them expressly assumes the risk of the facts turning out to be different, and agrees that this release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

This release shall be binding upon and inure to the benefit of the Parties and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, including but not limited to all bargaining unit employees, and each of them.

This release shall not apply to any pending disciplinary cases, or grievances pertaining to those disciplinary cases, but shall apply to any lawsuits filed related to those disciplinary cases.

(g) ~~7.~~ Resolution of Dispute regarding the Property at 1132 N. Country Club Rd., Stockton, CA ("the Property"). City agrees to waive SPOA's obligation to sell the Property identified in Memorandum of Understanding~~OU~~ Section 23(g).~~7~~, contingent on dismissal of all pending litigation pursuant to Section 23(f).~~6~~. SPOA shall continue renting the Property to third parties. No SPOA member, family member, agent or person within SPOA's control shall apply to rent the Property.

~~a)~~(1) In renting the Property, SPOA shall utilize a licensed third party rental agent not affiliated with SPOA or its agents.

~~b)~~(2) SPOA shall sell the Property not later than November 1, 2015, unless this provision is waived in writing by the City.

~~c)~~(3) The Property shall be maintained in its present state and SPOA shall exercise its best efforts to ensure that its tenants not interfere with the City Manager's quiet enjoyment of their~~his~~ home.

~~d)~~(4) SPOA shall not seek to change the use of the Property as a single family residence (maximum two unrelated adults, or two adults and two children).

~~e)~~(5) Notwithstanding the effective date and expiration date of the Memorandum of Understanding~~OU~~, this section (g)(1)~~7(a)~~ shall be effective November 1, 2012, and shall apply to the SPOA's current efforts to lease the Property. It shall expire upon the sale of the Property, unless otherwise agreed by the Parties.

(h) ~~8.~~ No Admissions. ~~–~~ Except to acknowledge responsibility to perform the terms of this Article or to enforce those terms, the Parties agree that nothing contained in this Article or any action taken or the failure to take any action pursuant to this Article ever is to be construed as an admission or evidence tending to establish the validity of either Party's claims, including the initial Claims.

(i) ~~9.~~ Rules of Construction. The Parties agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Article, since both Parties have reviewed it with counsel of their respective choice. Otherwise, this Article shall be governed by and interpreted in accordance with the law of the State of California and the

Bankruptcy Code.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222~~19~~ – June 30, 20252~~22~~

SECTION 24. CONCLUSIVENESS

(a) The specific provisions contained in the Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures, and practices wherever there is a direct conflict between previous written policies and practices and a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolutions shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.

(b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.

(c) This Agreement may be altered, changes, added to, deleted from, or modified only through the voluntary consent of the City and the Association in a written and signed amendment to this Agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022~~19~~ – June 30, 2025~~22~~

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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APPENDIX A. COLA AND MARKET ADJUSTMENTS

SALARY SCHEDULE

~~**Effective June 1, 2020:**~~

~~Job Classification~~	~~Salary Steps~~					
	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~Police Officer~~	~~5,908.85~~	~~6,212.50~~	~~6,532.46~~	~~6,867.21~~	~~7,221.27~~	~~7,591.61~~
~~Police Officer Recruit~~	~~5,033.88~~					
~~Police Officer Trainee~~	~~5,033.88~~					
~~Police Sergeant~~	~~6,985.77~~	~~7,345.71~~	~~7,721.96~~	~~8,118.96~~	~~8,536.68~~	~~8,975.14~~

~~**Effective July 1, 2021:**~~

~~Job Classification~~	~~Salary Steps~~					
	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~
~~Police Officer~~	~~6,055.17~~	~~6,366.34~~	~~6,694.22~~	~~7,037.26~~	~~7,400.08~~	~~7,779.59~~
~~Police Officer Recruit~~	~~5,134.56~~					
~~Police Officer Trainee~~	~~5,134.56~~					
~~Police Sergeant~~	~~7,158.75~~	~~7,527.60~~	~~7,913.17~~	~~8,320.00~~	~~8,748.06~~	~~9,197.38~~

Year 1- Effective ~~the first full pay period following Council adoption but no earlier than~~ 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Police Officer	6,055.40	6,366.58	6,694.48	7,037.52	7,400.36	7,779.88
COLA and MA year 1 (9.8%)	593.44	623.92	656.06	689.68	725.24	762.44
Year 1 - Monthly Salary	6,648.84	6,990.50	7,350.54	7,727.20	8,125.60	8,542.32
COLA and MA year 2 (4%)	265.96	279.62	294.02	309.08	325.04	341.68
Year 2 - Monthly Salary	6,914.80	7,270.12	7,644.56	8,036.28	8,450.64	8,884.00
COLA and MA year 3 (4%)	276.60	290.82	305.78	321.46	338.02	355.36
Year 3 - Monthly Salary	7,191.40	7,560.94	7,950.34	8,357.74	8,788.66	9,239.36

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Police Officer Recruit	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
Police Officer Trainee	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
Police Sergeant	7,159.02	7,527.88	7,913.48	8,320.32	8,748.40	9,197.74
COLA and MA year 1 (9.8%)	701.56	737.74	775.52	815.40	857.34	901.38
Year 1 - Monthly Salary	7,860.58	8,265.62	8,689.00	9,135.72	9,605.74	10,099.12
COLA and MA year 2 (4%)	314.42	330.62	347.56	365.42	384.22	403.96
Year 2 - Monthly Salary	8,175.00	8,596.24	9,036.56	9,501.14	9,989.96	10,503.08
COLA and MA year 3 (4%)	327.02	343.86	361.46	380.06	399.60	420.14
Year 3 - Monthly Salary	8,502.02	8,940.10	9,398.02	9,881.20	10,389.56	10,923.22

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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APPENDIX B. CITY OF STOCKTON MODIFIED EMPLOYEES MEDICAL PLAN WITH MEDICAL PLAN CHANGES EFFECTIVE SEPTEMBER 1, 2011

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	When Provided by a Non- Participating Provider
Calendar year deductible *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the deductible)*	$500 per person; $1,500 maximum per family	$1,500 per person; $3,000 maximum per family
Calendar year out-of-pocket maximum on Allowable Charges *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the out-of-pocket maximum)*	$5,000 per person; $10,000 maximum per family	None
Overall lifetime maximum benefit	None	None
Hospital		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient department	80% of Allowable Charges	50% of Allowable Charges
Emergency room	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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~~Skilled Nursing Facility~~	~~80% of Allowable Charges after a copayment of $75 per admission~~	~~50% of Allowable Charges after a copayment of $200 per admission~~
~~Outpatient therapy *(physical, respiratory, cardiac & speech)*~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Home health care~~	~~80% of Allowable Charges~~	~~Not covered~~
~~Hospice care~~	~~80% of Allowable Charges~~	~~Not covered~~

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 20222219 – June 30, 20252522

~~Plan Feature~~	~~Coverage Amount~~	
	~~When Provided by a Participating Provider~~	~~When Provided by a Non- Participating Provider~~
~~Mental or nervous disorder~~		
~~Inpatient confinement~~	~~80% of Allowable Charges after a copayment of $75 per admission~~	~~50% of Allowable Charges after a copayment of $200 per admission~~
~~Outpatient services~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Substance abuse treatment~~		
~~Inpatient confinement~~	~~80% of Allowable Charges after a copayment of $75 per admission~~	~~50% of Allowable Charges after a copayment of $200 per admission~~
~~Outpatient services~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Outpatient diagnostic radiology &~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Radiation therapy, chemotherapy & dialysis treatment~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Physician services~~		
~~Office & hospital visits~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Emergency room care~~	~~80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)~~	~~80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)~~
~~Surgery~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~
~~Anesthesia and its administration~~	~~80% of Allowable Charges~~	~~50% of Allowable Charges~~

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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Preventive Care *(physical exam, screenings, tests & immunizations as recommended by certain government agencies – refer to the definition of Preventive Care Services in Article 1)*	Not subject to the calendar year deductible; 100% of Allowable Charges	Calendar year deductible applies; 50% of Allowable Charges
Dental treatment	Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth	Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth
Chiropractic services	80% of Allowable Charges	50% of Allowable Charges
Pregnancy & childbirth *(dependent children are not covered by this benefit)*	Covered on the same basis as an illness	Covered on the same basis as an illness
Infertility	80% of Allowable Charges	50% of Allowable Charges
Organ & tissue transplants	Payable on the same basis as any other illness	Payable on the same basis as any other illness
Ambulance service	80% of Allowable Charges	50% of Allowable Charges
Prosthetics & orthotics	80% of Allowable Charges	50% of Allowable Charges
Durable medical equipment	80% of Allowable Charges	50% of Allowable Charges
Hearing aids	No Coverage	No Coverage
Prescription Drug Program *(no calendar year deductible applies)*	**When Dispensed at a Participating Pharmacy**	**When Dispensed at a Non- Participating Pharmacy**
Retail pharmacy *(30 day supply limit)*	$10 copayment for a generic drug; $35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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~~Mail service pharmacy *(90 day supply limit)*~~	~~$20 copayment for a generic drug; $70 copayment for a non-generic formulary drug; no coverage for non-formulary drugs~~	~~Not covered~~

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022~~19~~ – June 30, 2025~~22~~

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____ and by an affirmative vote of the Stockton City Council on _____. The SPOA and the City of Stockton have hereto executed this Memorandum of Understanding this ____day of _____, 2022~~20~~.

For the City of Stockton:

_____

HARRY BLACK
City Manager

_____

ROSEMARY RIVAS ~~ROBERT BONNER~~
Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION~~John Luebberke~~, City Attorney

By:

_____

MARCI A. ARREDONDO
Deputy City Attorney

By:

_____

BURKE DUNPHY ~~CHARLES SAKAI~~

Negotiator for the City

ATTEST:
~~ELIZA GARZA~~
~~CITY CLERK~~

_____

For the Stockton Police Officers Association:

_____

~~CHARLES HARRIS~~PATRICK HIGH
President

_____

~~PATRICK HIGH~~JEREMIAH SKAGGS
Vice-President

_____

MARK ~~SALVO~~BARTLEY
Negotiator for Association

ELIZA GARZA
City Clerk

CITY OF STOCKTON

POLICE MANAGEMENT UNIT
MEMORANDUM OF UNDERSTANDING

PREAMBLE

The Stockton Police Management Association and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2022, through June 30, 2025. This agreement shall supersede all other existing agreements on these matters set forth herein.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

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POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

Section 1. Recognition

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Management Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Service Management Unit, certified pursuant to Resolution No. 38,738, adopted by the City Council on November 23, 1981.

1.3 Reopener

The Association agrees to meet at the City's request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational, or staffing changes that are a result of efficiency measures during the term of this agreement.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866, the City will deduct the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notification will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period

in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier if possible.

(c) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union**.**

2.2 Use of City Facilities

The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Association shall give notice to the department head or their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and, when made, shall continue until revoked by the Chief.

City buildings and other facilities may be made available for use by City employees or the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.3 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to the adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures

as are required. At the earliest practicable date thereafter, the Association shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representative designated by the City Manager.

2.4 Attendance at Meetings by Employees

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City Management representatives where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for release time shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every 120 days for all bargaining unit members.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 3. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion (creed), national origin (ancestry), military or veterans status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

The Association shall cooperate with the City to achieve the objectives of Equal Employment Opportunity as defined by Federal and State regulations.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 4. PROBATION

4.1 Promotional Appointments

Promotional appointments in this Unit, except Deputy Chief of Police, shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.2 Probationer Advanced to Higher Rank

Any promotional probationary Police Management employee who is advanced to a higher classification, or is appointed to the rank of Chief of Police or Deputy Chief of Police, shall receive credit toward their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

4.3 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effective and stating that the retention of such employee in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the City Charter XXXII, section 9, Civil Service Ordinance and Civil Service Rules.

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SECTION 5. LAYOFF

5.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

5.3 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.4 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories:

(a) Extra help
(b) Provisional
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to continuous service in class, plus all higher classes, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service.

(c) Time worked in a regular or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee who has the least seniority in that classification. Employees who exercise this option shall be placed on an eligibility list for reinstatement to the higher classification for a period of five (5) years. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Stockton, shall be reinstated to the higher classification before any new promotions can be made to that classification.

If the change as listed above requires Civil Service approval, the Association and the City agrees to not object to this change in the duration of the reemployment list.

If the employee is in a probationary status in the higher classification, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

5.6 Health and Welfare Benefits During Layoff

Regular status employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

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SECTION 6. REEMPLOYMENT

6.1 Reemployment

When an employee in the classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily and whose position is abolished, is laid off due to lack of funds or on an authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list as follows:

(a) Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution as needed.

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

An employee who waives reemployment to a fulltime position three (3) times shall have their name removed from this reemployment list unless mutually agreed to by the Department and employee.

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SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to appeal such action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) working days of written notification of the action. (Such filing will foreclose use of the grievance procedure).

(c) File a grievance as provided for in Section 8.5 within ten (10) working days of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

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SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within ten (10) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule, or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

The Director of Human Resources shall have twenty (20) working days in which to investigate the issues and respond to the appeal. No grievance,

except for the resolution of compensation complaints, may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

(c) Step 3 - City Manager Review. Within ten (10) calendar days of the receipt of the Step 2 response, the grievance may be appealed to the City Manager or their designee. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant, and if the complainant is not the Association, to meet also with the officials of the Association, and to settle the grievance or to make recommendations to the City Manager. A written response to the appeal will be provided within thirty (30) calendar days of the date of appeal.

(d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 3, or if the City Manager fails to respond within the time limit, the matter may, within ten (10) working days, be referred to an arbitrator mutually selected by the parties, or if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State Conciliation Service. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in section 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor

any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources, in pursuance of the procedures outlined above, or the City Manager, in pursuance of the provisions outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of Management and if they find that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any right to which an employee may be administered in a manner that would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees represented by the Association shall be processed under this section. If the City Charter requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such

option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

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SECTION 9. LEAVES

9.1 Vacation

(a) Vacation Allowance. All employees in this unit shall accrue vacation leave with pay in accordance with the following schedule (employees shall accrue vacation leave on a twice monthly basis):

Less than 1½ years continuous employment ..... 120 hours/year
After 1½ years up to 7 1/2 years..... …… 148 hours/year
After 7½ years up to 15 years..... 188 hours/year
After 15 years up to 25 years..... 229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

(b) Vacation Carryover Allowance. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not reduce their balance below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue is as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

(c) Vacation Allowance for Separated Employees. An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation.

9.2 Sick Leave

(a) Accrual. All regular status employees, except provisional, temporary, and part-time employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

For the purpose of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, legal dependent, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for their request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness will be required by the department head.

The Police Chief may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave while on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) was hospitalized during the period for which sick leave is claimed, or

(2) received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

(h) CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

(i) Sick Leave Retention Benefit. After subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and

(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3 Other Leaves With Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to the employee's accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel time is required to attend the funeral. For the purposes of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee

as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

(b) Court Appearance. Upon approval by the department head, an employee, other than a provisional, part-time, or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

Said absence from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Jury duty or witness duty appearances shall be considered in terms of actual hours spent from arrival time until the time released from Court. If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.

Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is not a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

(c) Court Appearance Pay while in Off Duty Status. When an employee is required by proper authority to appear in court during off-duty hours, said employee shall receive compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at the appropriate rate, whichever is greater.

(d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of Reserve Corps or Force of the Federal Military, Naval or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served their minimum probationary period of twelve (12) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into the Military Service not having served the minimum probationary period of twelve (12) months, or having served the minimum probationary period of twelve (12) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) Management Time Leave. The City shall provide forty (40) hours of paid-management time leave each fiscal year. The management leave of forty (40) hours may not carry over from fiscal year to fiscal year, be used for sell-back purposes, or paid for any unused management leave upon separation of City employment.

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9.4 Workers' Compensation Leave

Whenever any member of this unit is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall become entitled, regardless of their period of service with the City, to a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year, or until such earlier date as they are retired on permanent disability pension.

If injury is claimed to be job related, or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement, otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.

(a) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City, unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. The City shall furnish the association the appropriate form for distribution. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted.

The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final. Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except those employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay, under the provisions of this Section.

An appointing authority may grant leave of absence without pay for personal reasons, up to a maximum of twelve (12) months, with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the department head and the City Manager, describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be canceled by the department at any time.

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9.7 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department or City Manager, or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

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SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9-hour work days Monday through Thursday, an 8-hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the Police Chief and/or City Manager may institute alternate work schedules, consistent with provisions of the State Law.

SPMA will meet and confer with the City on any proposed changes in work schedule.

10.2 Meal Periods

Phase shift employees normally receive a one-half (½) hour meal with pay each day.

Other Police Service Management Unit employees will normally receive a one (1) hour meal period without pay.

10.3 Work Furloughs

The existing furlough hours will be placed in a furlough bank. The furlough bank may be carried over from one fiscal year to the next. There shall be no cash value provided for any furlough hours.

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SECTION 11. OVERTIME

11.1 Eligibility

Police Management employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned positions with the following exceptions:

(a) When assigned to cover the shift of another employee in a comparable position.

(b) When assigned to work due to an emergency situation as required by their department.

(c) When assigned to work on special projects, events, and/or critical incidents as required by the department.

(d) For any hours worked as a result of exceptions (a) through (c), extra hours shall only be compensated at overtime rates if that employee works more than forty (40) hours within the same workweek. It is understood that, notwithstanding the additional compensation provided under this section, all employees in the bargaining unit are FLSA exempt.

(e) For the purposes of subsection (d), furlough hours taken, holiday hours taken, observed holidays when the City is closed, bereavement leave, jury duty leave, and sick leave, shall be considered as time worked. Vacation leave, or other time taken as compensated time off not specifically identified above shall not be considered as time worked.

11.2 Authorization

The Chief of Police must personally approve any overtime pay for Police Management Unit employees.

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SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City

(a) Effective upon the first full pay period following ratification for this Memorandum of Understanding by Stockton Police Management Association and approval by the City Council on its regular Agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this Section. The City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday .....(Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday.....(Third Monday in February)
(5) Cesar Chavez' Day..(March 31 - Floating for Non-Patrol Lieutenants)
(6) Memorial Day .....(Last Monday in May)
(7) Independence Day .....(July 4)
(8) Labor Day .....(First Monday in September)
(9) Columbus Day.....(Second Monday in October)
(10) Veteran's Day..... (November 11)
(11) (Thanksgiving..... (Fourth Thursday in November)
(12) Day following Thanksgiving..... (Fourth Friday in November)
(13) Christmas Day..... (December 25)
(14) Birthday Holiday

(b) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

(c) For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(d) For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the proceeding Friday shall be

observed.

For employees in the Police Department on a ten (10) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

12.2 Holiday Compensation

(a) Captains. Captains shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays.

When the Police Department Administrative offices are closed on a regularly scheduled work day, Captains shall use the appropriate number of hours from their personal leave time to take the day off. However, at the sole discretion of the Chief or designee, Captains may be scheduled to work on a day when the Police Department Administrative offices are closed. In the event a Captain is scheduled to work on a day when the Police Department Administrative offices are closed, they will not be required to use vacation leave and will be paid for actual hours worked at straight time.

(b) Non-Patrol Lieutenants. Non-Patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and observe City Holidays shall be entitled to take each holiday off with full pay for any one (1) holiday listed in 12.1 above. FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

(c) Patrol Assignments. Police Lieutenants assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. If Police Lieutenants work on a holiday, actual hours worked will be paid at time and one half (1½) for the work shift.

These members who are permitted to take a holiday off that falls on a regularly schedule work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

(a) Public Employees' Retirement System (PERS). For Classic Members, the City shall contribute an amount equal to nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

(b) PERS Contribution. Classic Members shall continue to pay nine percent (9%) toward the employer contribution of PERS. This section shall not be construed to permit employees to receive a "double" EPMC benefit, as employees already receive the EPMC benefit pursuant to section 13.1(d).

Effective July 1, 2016, all employees (regardless of status under the PEPRA) shall pay an additional three percent (3%) toward the employer contribution of PERS. For example, Classic Members will pay a total of twelve percent (12%) (nine percent (9%) plus three percent (3%)). The parties recognize that this contribution satisfies the provision of California Government Code 20516.5(b).

(c) As soon as practicable, the City will modify its contract with CalPERS to provide for a twelve percent (12%) additional Member Contribution over and above Normal Contribution for classic members and a three percent (3%) additional Member Contribution over and above Normal Contribution for PEPRA members. Upon completion of the contract amendment process (including employee vote), the additional payment in Section 13.1(b) shall cease.

(d) Employer Paid Member Contribution Converted to Pay Rate During the Final Compensation Period. The City will make application to PERS to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Pay Rate during the Final Compensation Period) as an additional PERS benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board. At the beginning of employee's last year of employment, the employee will pay their employees' nine percent (9%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same nine percent (9%) for the last twelve (12) months

of employment. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with PERS California Government Code section 20692.

(e) Military Service Credit. The City will provide military service credit pursuant to the provisions of California Government Code section 21024, formerly Section 20930.3 at the employee's expense.

(f) Credit for Unused Sick Leave. The City will provide PERS California Government Code section 20965 (Credit for Unused Sick Leave) as added PERS benefits.

(g) Fourth Level of 1959 Survivor Benefits. The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the added PERS Administrative Board.

(h) Service Retirement Plan Formula for Employees Hired on or before July 1, 2012**.** The City's service retirement contract with PERS for safety members of this unit hired on or before July 1, 2012 is 3% at Age 50.

(i) Service Retirement Plan Formula for Unit Employees Hired on or after August 16, 2013. The City contracted with PERS to provide a new second tier retirement program for persons hired on or after August 16, 2013 and employees hired after that date will receive only those optional benefits as provided for in that tier. Such employees shall pay nine percent (9%) of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

(j) PERS Benefits for Employees hired on or after January 1, 2013.

(1) Employees with Reciprocity. Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered classic employees by PERS AB340, shall be subject to the PERS pension formula of 3% at 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).

(2) Employees without Reciprocity. Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% at 57 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% at 57 as determined by CalPERS.

13.2 Uniform Allowance

Effective July 1, 2016, employees in this unit shall receive as annual compensation, a uniform allowance in the amount of twelve hundred dollars ($1,200.00).

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.3 Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle an employee in this unit will be reimbursed for actual mileage at the current rate established for other employees.

13.4 Police Vehicles

Members of SPMA shall be assigned a police vehicle due to the need for emergency response and command status at all times. This vehicle shall be taken home at night, with the manager maintaining radio contact and monitoring radio traffic until parked. The take-home radius shall be the same distance as the alternative work site radius (sixty (60) miles for out-of-town training) measured from the central point of the City.

13.5 Communication Devices

Members of SPMA shall be provided a communication device that will work as a cell phone, connect to the internet, and have the ability for two-way and group electronic communication with other police management, the communication center, and other emergency management personnel throughout the City in an appropriately encrypted manner.

13.6 Certificate Incentive Pay

(a) The City shall pay six percent (6%) of the top step in rank for employees

who attain a P.O.S.T. Supervisory Certificate.

(b) The City shall pay an additional five percent (5%) for a total of eleven percent (11%) of top salary step in rank for employees who attain a P.O.S.T. Management Certificate or higher, upon completion of two (2) continuous years of service in rank and upon completion of a management course.

13.7 Longevity Increment Pay

(a) Effective July 1, 2012, the longevity increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:

(1) The City shall pay three-quarters of one percent (.75%) of top salary step in rank for longevity pay, upon completion of twelve (12) years of continuous service as a public safety member of the Stockton Police Department.

(2) The City shall pay an additional one and three-quarters percent (1.75%) for a total of two and one-half percent (2.5%), upon completion of eighteen (18) years of continuous service as a public safety member of the Stockton Police Department.

(3) The City shall pay an additional two percent (2%) for a total of four and one-half percent (4.5%), upon completion of twenty-four (24) years of continuous service as a public safety member of the Stockton Police Department.

(4) Members of the bargaining unit promoting from the SPOA bargaining unit will be placed at the level of longevity appropriate to their years of service.

(5) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contribution from PERS.

13.8 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the

compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

14.1 Health Insurance and Related Benefits

(a) Health and Welfare Benefits. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any City sponsored health the plan that the City shall offer to regular status employees. Each plan shall offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Toward the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. The City shall contribute up to $697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,685.00 per month toward

the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

a. The City shall contribute up to $711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

a. The City shall contribute up to $725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected

Plan.

Benefits in the Plan shall be in accordance with the Plan document.

(e) The City will keep SPMA informed as to changes to actuarial methods employed by its actuary which materially affect the rates, and permit the opportunity for SPMA to discuss such changes. SPMA will meet and confer with the City mid-term regarding further plan changes.

(f) If legally permissible, the City agrees to make Medicare contributions for employees hired in 1985 to 1986 who are not currently covered by Medicare, provided that such payments shall be on a going forward basis only, and such unit members shall be required to pay the employee matching contribution to Medicare. To the extent legally permissible, Unit members may contribute to Medicare to purchase credit retroactively provided such unit members do so at their own expense, including both the employee and employer share. The City entered into a Section 218 Medicare-Only Agreement with the Social Security Administration for this purpose, with an effective date of August 1, 2014.

14.2 Life Insurance

Each employee in this unit will receive group life insurance coverage paid for by the City of Stockton equal to a value of fifty thousand dollars ($50,000). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

14.3 Long Term Disability Insurance

The City will contribute the existing premium amount (currently $24.50 per month) for each employee in this unit to purchase long term disability benefits through their association.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 15. SALARY PLAN

15.1 Salary

(a) Cost of Living Adjustment (COLA)

(1) Effective July 1, 2022, employees will receive a ten percent (10%) increase to base pay (comprised of a 2% COLA and a 8% Market Adjustment).

(2) Effective July 1, 2023, employees will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a 2% COLA and a ~~1~~2% Market Adjustment).

(3) Effective July 1, 2024, employees will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a 2% COLA and a ~~1~~2% Market Adjustment).

(b) Lump Sum Payment

Each employee who we employed in the bargaining unit as of January 1, 2024 will receive a $5,000 lump sum non-pensionable bonus (subject to applicable withholdings) to be paid by the second scheduled payday in the same month.

15.2 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.3 Salary Step After Military Leave

All employees who have been granted military leave, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

15.4 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.5 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the employee's current base salary, except that the next step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.6 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation unless there has been an increase within the salary range.

15.7 Acting Pay

Any employee who is assigned, in writing, to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

15.8 Special Assignment Pay

The City Manager may approve additional compensation in an amount up to but not to exceed ninety percent (90%) of the department head's salary when an employee is assigned, in writing, by the department head and with the approval of

the City Manager, to perform additional duties and responsibilities for the duration of the special assignment.

15.9 Management Incentive Pay – Special Assignment Differential

Effective July 1, 2014, due to the unique nature of their job, non-patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are assigned to schedules that regularly observe holidays off shall receive a Management Incentive Pay/"Special Assignment" differential equal to five percent (5%) of the employee's current base pay.

While not all-inclusive, examples of these Lieutenant assignments where Management Incentive Pay would apply include non-patrol positions with the Professional Standards Section Commander, Chief of Staff to the Office of Chief of Police, Traffic Section Commander, Strategic Operations Section Commander, Crimes versus Person/Property Section Commander, Special Investigations Section Commander, Personnel Section Commander, Training Section Commander.

15.10 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.11 Salary Step Advancement

Unit members will be required to serve six (6) months at each applicable salary step before advancing to the next step.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by the court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees to not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this section. The City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this section has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 21. BANKRUPTCY

Stockton Police Management Association (hereinafter "SPMA"), which is defined for the purposes of this section as including without limitation Stockton Police Management Association's members, bargaining unit members, officials, attorneys, and affiliates, agrees that this Memorandum of Understanding shall supersede the terms of all prior Memorandums of Understanding, side letters, and any other agreements between the parties as to the subjects covered herein. SPMA further agrees that it has entered into this agreement voluntarily, and that it shall file no claims in the City's bankruptcy case based upon the terms of any agreements that precede this Memorandum of Understanding, or based upon the negotiated terms of this agreement. Nothing herein shall limit claims based up violation of this agreement.

SPMA further agrees that it will not oppose the City's eligibility for chapter 9 relief. SPMA agrees to support any plan of adjustment the provisions of which, as to SPMA, are consistent with this Memorandum of Understanding.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Police Captain	11,314.08	11,893.36	12,502.69	13,143.49	13,817.19	14,523.78
COLA and MA year 1 (10%)	1,131.41	1,189.34	1,250.27	1,314.35	1,381.72	1,452.38
Year 1 - Monthly Salary	12,445.49	13,082.70	13,752.96	14,457.84	15,198.91	15,976.15
COLA and MA year 2 (3%)	373.36	392.48	412.59	433.74	455.97	479.28
Year 2 - Monthly Salary	12,818.85	13,475.18	14,165.55	14,891.58	15,654.87	16,455.44
COLA and MA year 3 (3%)	384.57	404.26	424.97	446.75	469.65	493.66
Year 3 - Monthly Salary	13,203.42	13,879.43	14,590.52	15,338.33	16,124.52	16,949.10
Police Lieutenant	9,806.50	10,309.96	10,837.77	11,392.75	11,976.32	12,589.96
COLA and MA year 1 (10%)	980.65	1,031.00	1,083.78	1,139.27	1,197.63	1,259.00
Year 1 - Monthly Salary	10,787.15	11,340.95	11,921.55	12,532.02	13,173.96	13,848.95
COLA and MA year 2 (3%)	323.61	340.23	357.65	375.96	395.22	415.47
Year 2 - Monthly Salary	11,110.77	11,681.18	12,279.20	12,907.98	13,569.18	14,264.42
COLA and MA year 3 (3%)	333.32	350.44	368.38	387.24	407.08	427.93
Year 3 - Monthly Salary	11,444.09	12,031.61	12,647.57	13,295.22	13,976.25	14,692.35

	Steps					
	1	2	3	4	5	6
Police Captain	11,314.50	11,893.82	12,503.18	13,144.00	13,817.72	14,524.34
COLA and MA year 1 (10%)	1,131.46	1,189.38	1,250.30	1,314.40	1,381.78	1,452.42
Year 1 - Monthly Salary	12,445.96	13,083.20	13,753.48	14,458.40	15,199.50	15,976.76
COLA and MA year 2 (4%)	497.84	523.34	550.16	578.32	607.96	639.08
Year 2 - Monthly Salary	12,943.80	13,606.54	14,303.64	15,036.72	15,807.46	16,615.84
COLA and MA year 3 (4%)	517.74	544.24	572.14	601.48	632.30	664.64
Year 3 - Monthly Salary	13,461.54	14,150.78	14,875.78	15,638.20	16,439.76	17,280.48
Police Lieutenant	9,806.86	10,310.34	10,838.18	11,393.18	11,976.78	12,590.42
COLA and MA year 1 (10%)	980.70	1,031.06	1,083.84	1,139.32	1,197.68	1,259.04
Year 1 - Monthly Salary	10,787.56	11,341.40	11,922.02	12,532.50	13,174.46	13,849.46
COLA and MA year 2 (4%)	431.50	453.64	476.86	501.30	526.98	553.98

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

Year 2 - Monthly Salary	11,219.06	11,795.04	12,398.88	13,033.80	13,701.44	14,403.44
COLA and MA year 3 (4%)	448.76	471.80	495.96	521.36	548.04	576.14
Year 3 - Monthly Salary	11,667.82	12,266.84	12,894.84	13,555.16	14,249.48	14,979.58

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____, and by an affirmative vote of the Stockton City Council on _____.The parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2022.

Stockton Police Management Association

Timothy Swails
President

Kyle Pierce
Vice President

Approved as to form:
Goyette & Associates, Inc.

By:

Rafael Ruano
Labor Representative for Association

City of Stockton

Harry Black
City Manager

~~Allison U. Dichoso~~Rosemary Rivas
Interim Director of Human Resources

Approved as to form:
Lori M. Asuncion, ~~Acting~~ City Attorney

By:

Marci A. Arredondo
Deputy City Attorney

By:

Burke Dunphy
Negotiator for the City

ATTEST:

Eliza Garza
City Clerk

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (Government Code sections 3500 3511) (“MMBA”) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2022 and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

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FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit (“Fire Unit”), certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

FIRE UNIT SUCCESSOR MOU
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SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Union Membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866 the City will deduct the monthly Union membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notifications will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period

processing constraints. The City will make every effort to process earlier if possible.

(c) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 Use of City Facilities

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3 Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate

changes to the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance at Meetings By Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every one-hundred and twenty (120) days for all bargaining unit members.

SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

3.2 Concerted Labor Activity

(a) Employees covered by this Memorandum of Understanding will have the right to join and to participate in the activities of the Union for purposes of representation under the MMBA, and will also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum of Understanding have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal for protected concerted labor activity, under the MMBA.

(c) Peaceful Performance of Memorandum of Understanding. Employees are free from participating in protected activities or refraining from protected activities. Employees covered in this Memorandum of Understanding shall not engage in concerted activity in violation of the MMBA.

SECTION 4. PROBATION

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to their position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

All original entrance sworn positions shall be subject to a probationary period of eighteen (18) months. The probationary period for entrance sworn positions shall not be extended.

4.3 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of their position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Community Services
(8) Economic Development
(9) Fire Department
(10) Human Resources Department
(11) Information Technology Department
(12) Municipal Utilities Department
(13) Police Department
(14) Public Works Department

5.2 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories, as listed in ascending order:

(a) Extra Help
(b) Provisional

(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(c) Time worked in a regular status or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.4 Employee Options

Employees laid off shall have the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

FIRE UNIT SUCCESSOR MOU
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SECTION 6. REEMPLOYMENT

When an employee in the classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or they are on an authorized leave of absence and are ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.

As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(a) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or only for a period of two (2) years from the date of separation due to the layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection (b) are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means “last laid off, first rehired.” An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the Department and employee.

If the above listed changes require Civil Service approval, the Association agrees to not object to the changes in duration of reemployment lists consistent with this section.

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the Civil Service Commission Rules and Regulations, and any applicable provisions of law are followed. Such provisions allow the employee discharged, suspended, demoted, or reduced in pay to file an appeal to the Civil Service Commission for such disciplinary action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the disciplinary action. Such filing will foreclose the use of the grievance procedure.

(c) File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

If the employee fails to do (b) or (c) above, within the prescribed time frames, those rights will have been waived.

Lesser forms of disciplinary actions such as written reprimands and transfers for purposes of punishment that do not involve loss of pay may be appealed in accordance with the Fire Department's "Fire Fighters Procedural Bill of Rights (FBOR) Informal Discipline Appeal Procedure."

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, business days include City of Stockton Office Hours according to the City-Wide calendar published each year.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

(c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a

statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

(d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints alleging that the City is not compensating employees in accordance with the provisions of this Memorandum of Understanding shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter or Civil Service Rules and Regulations, nor shall it be administered in a manner that would abrogate any power which, under the City Charter, or Civil Service Rules and Regulations may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in units represented by the Union shall be processed under this section. If the City Charter or Civil Service Rules and Regulations require that another option be available to the employee, no action under Section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 8.3(d), above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1 Vacation Leave

(a) Accrued Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40-hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56-hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Employees shall accrue vacation on a twice-monthly basis.

(1) The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

(c) Longevity Vacation Allowance

(1) This program is eliminated as of July 1, 2011. Employees with accrued longevity vacation allowance balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(d) Scheduling

(1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with their management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

a. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at

no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 Sick Leave

(a) Accrual. All regular status employees on a forty (40) hour workweek schedule, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, and part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of

their absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation leave provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

(h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800

hours on the day prior to their next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

(i) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.

(j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2,080) hours of unused sick leave not otherwise compensated for in (k) below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit, in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.

(k) Sick Leave Retention Benefit. After subtracting the equivalent of one (1) full year of service credit two thousand and eighty (2080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at fifty percent (50%) of its cash value.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon their request, be granted up to three (3) days bereavement leave with pay and without charge to their accumulated sick leave or vacation leave. The City Manager may grant an additional two (2) days bereavement leave upon request, which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this section, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to three (3) days leave upon request, which shall be charged against the employee's accumulated sick leave credits.

(b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence

from duty for appearance in court for jury service, in obedience to a subpoena, or by direction of proper authority in accordance with the following provisions:

(1) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

(2) Attendance at court or at a deposition while in an on-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

(3) Other absences from duty for attendance at court or at depositions shall be without pay.

(4) On-duty employees shall return to work immediately upon release from court.

(5) Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

(6) For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

(c) Maternity Leave. Time off of work for pregnancy, childbirth, and related medical conditions will be covered as required by State and Federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

(d) Military Leave. An employee of the City who is a member of the National

Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary status employee having served their minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief and the City Manager to grant regular status to said employee before induction.

All probationary status employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months or having served the minimum probationary period of eighteen (18) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

Two (2) or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, provided they are physically fit, as above specified.

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall become entitled, regardless of their period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as they are retired on permanent disability pension.

If the injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence.

The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

(a) Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(b) Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non-job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period.

(d) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with State workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay that exceed thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leaves of Absence Without Pay

(a) Purpose and Length. Only employees occupying positions on a regular status basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave has been used and shall be substantiated by a physician's statement.

(b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief’s representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

(a) Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1 Fair Labor Standards Act (FLSA) Agreement

(a) "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

(b) "Day shift employees" means Fire Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.). "Day shift employees" also includes firefighters and fire recruits assigned to the fire training academy.

(c) 24-hour Shift Employees.

(1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate for hours worked in excess of one hundred and eighty-two (182) hours in a 24 day work period.

(2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

(d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

(e) Hours worked shall include all actual time worked. Bereavement Leave, Jury Duty Leave, Industrial Illness or Injury Leave (4850) taken within the work period when 4850 leave begins or ends, and Sick Leave shall also count as actual time worked. Vacation leave or other time taken as compensated time off shall not be considered as actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only.

(f) Notwithstanding subparagraph "e" above, effective as soon as administratively possible but no later than the second full pay period following adoption of this agreement by the City Council, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value

of this modification is approximately thirty-five one-hundredths percent (0.35%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

(g) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

(h) Training Time. The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

(i) Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

(j) Continuing Education for Paramedics. Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.

(k) Conflict Resolution. The City and the Union will cooperate with each other to promptly resolve any disagreement that may arise during the term of this Memorandum of Understanding regarding compliance with the FLSA. Any dispute involving the interpretation or application of the FLSA may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral will be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The

City Manager will designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

(l) Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour workweek and overtime shall be paid in accordance with 11.1(d) above (this will not include FLSA pay based on a 56-hour workweek as a Paramedic add pay be due).

11.2 Compensatory Time

(a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or in excess of their normal work schedule.

(b) Use. Such compensatory time must be taken during the same work period in which it is earned in accordance with Section 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that they are unable to take accrued compensatory time during the same work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-½) depending upon the number of hours worked by the employee during the work period consistent with Section 11.1 above.

(c) Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

SECTION 12. HOLIDAYS

(a) Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Fire Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday ..... (Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday ..... (Third Monday in February)
(5) Cesar Chavez Day ..... (March 31 - FLOATING)
(6) Memorial Day ..... (Last Monday in May)
(7) Independence Day ..... (July 4)
(8) Labor Day ..... (First Monday in September)
(9) Columbus Day ..... (Second Monday in October)
(10) Veterans' Day ..... (November 11)
(11) Thanksgiving ..... (Fourth Thursday in November)
(12) The day following Thanksgiving ..... (Fourth Friday in November)
(13) Christmas Day ..... (December 25)
(14) Birthday Holiday

(b) Effective July 1, 2021, 0.41% will be added to the suppression classifications on the salary schedule for the Birthday Holiday.

(c) Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in Sections 13.12 and 13.14 will be increased by 6.34%.

(d) Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays.

For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(e) For positions that observe holidays, in order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

(f) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday

holiday to be taken within sixty (60) calendar days beginning on the day of the employee's birthday.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

(a) The City shall continue providing bargaining unit employees hired on or before December 28, 2012 with the California Public Employees' Retirement System (CalPERS) 3% at 50 local safety pension formula based on the single highest year.

(b) Additional CalPERS Benefits.

(1) The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to 2,080 hours (Government Code Section 20965), Survivor Benefit Level 4 (Government Code Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Persons at the employees' expense (Government Code Sections 21024 and 21027).

(2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this Memorandum of Understanding.

(c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law toward the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

(d) EPMC Payrate Conversion. The City will cease paying the nine percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays their nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code section 20692. Instead of applying these section 20692 provisions each pay period, employees may select the option for a one-time retroactive application at the time of their retirement for the entire twelve month period prior to the effective date of retirement. Employees who wish to select this option, shall indicate this

on the City's EPMC Authorization form provided by Human Resources.

(e) CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's Nine Percent (9%) CalPERS Contribution. Employees hired on or before December 28, 2012 agree to continue sharing the cost of the CalPERS 3% at 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employee's share of retirement contribution, thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible, consistent with CalPERS regulations, to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012 and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013 who qualify as "classic" members, with the CalPERS 3% at 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefit and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013, without reciprocity (i.e., "new" members) the CalPERS 2.7% at 57 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees without reciprocity shall continue contributing fifty percent (50%) of the "normal" cost as determined by CalPERS on a pre-tax basis for the pension benefit

and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.4 Education Incentive Pay

(a) Employees who satisfy the educational and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of rank for sworn Fire Unit employees.

(b) Employees who satisfy the educational and service requirements for an advanced education certification shall receive five percent (5%) of the top step rank for sworn Fire Unit employees.

13.5 HAZ/MAT Assignment

The City shall pay five percent (5%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twenty-one (21) employees. The Fire Chief or their designee shall ensure that employees with HAZ/MAT certification are assigned to back fill vacancies on the HAZ/MAT response team due to events such as vacation or sick leave and that such employees receive the five percent (5%) temporary add pay while working the vacant assignment.

13.6 Emergency Medical Technician Certification

It is the policy of the Stockton Fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one (1) year of commencement of employment and maintain that certification throughout their career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one (1) attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt or

the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have eighteen (18) months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one (1) pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen (18) month "correction period" or (2) fails to obtain EAR certification within thirty (30) days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding grievance procedures.

13.7 Paramedic Certification

(a) The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

(1) Paramedic Firefighter Step I: Six percent (6%) above top step of current applicable rank.

(2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.

(3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.

(4) Paramedic Engineer: Six percent (6%) above Engineer top step.

(5) Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.

13.8 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars ($950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10 Acting Pay

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.11 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.12 Deputy Fire Marshal Series

(a) Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:

(1) Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step

(2) Deputy Fire Marshal II: Five percent (5%) above Firefighter top step

(3) Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step

(4) Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step

(5) Fire Captain (FM III): Ten percent (10%) above Fire Captain top step

13.13 Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.14 Administrative Positions

(a) Administrative Captain. Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.

(b) Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

(c) Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33%, so this rate is not increasing.

13.15 Longevity Pay

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011, who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional eight and three-quarters percent (8.75%) of top step pay for their classification. Effective July 1, 2016, the City agrees to continue the Tier Two longevity pay for the eligible members at the 8.75% rate, rather than the previously negotiated rate of four and three-quarters (4.75%) based on the association's agreement in prior Memoranda of Understanding to redirect City HRA contributions to buy back this benefit.

13.16 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance, and maintain the wellness and fitness of members of the Department. The

program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

(a) Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements.

(b) Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

(c) All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

(d) The Union and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

13.17 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

13.18 Lapse of Certification

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, whose certification lapses will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.

14.1 Health Insurance and Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one and Employee plus two or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for Medical, Dental, and Vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. Up to $697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, the City shall contribute the following:

a. Up to $711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, the City shall contribute the following:

a. Up to $725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2 Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City’s IRS 125 vendor.

14.3 Long Term Disability Insurance

The City shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union's responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.4 Retiree Medical Trust

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Unit members to be contributed to the Trust.

The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Within two pay periods following receipt of written notification from the Union of its entry into the Trust, but no sooner than March 1, 2023, eligible regular status employees covered by this Agreement shall contribute to the Trust an amount equal to a uniform flat dollar amount per month for each month of employment, which the employer shall deduct through a payroll deduction. This contribution amount shall be included in the above-referenced notice to the City. Individuals who attain regular status in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust. There shall be no employee election or option to take the contribution amount in cash. The Union has the right to alter the amount of salary deduction during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Union's bylaws and applicable laws. The Union shall provide written notice to the City of any such changes, which will be implemented no later than the second full pay period following receipt of said notice.

The City shall not charge the Union or Fire Unit members for any administrative costs associated with the enrollment of employees in the Trust or for payroll deductions and the transmittal of employee contributions to the Trust, or for any other City actions required by this Section. The Union shall be responsible to pay the Trust for any administrative costs arising between the Union and the Trust from the enrollment of the Union and the Fire Unit members in the Trust.

The Union agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

Participation in the Trust shall be the complete and sole responsibility of the union. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Union with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

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SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise. The Salary Schedule on the City of Stockton's Human Resources Site shall provide salary rates for the classifications in the Fire Unit.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4 Salary Step Plan-Sworn Ranks

(a) There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

(b) The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

(c) If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least

four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

(d) The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

(e) The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.

(f) The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.

(g) The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.

(h) The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.

(i) The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step and upon the written recommendation of the department head.

(j) The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step and upon the written recommendation of the department head.

(k) The ninth step shall be paid upon the satisfactory completion of six (6) months of service at the eighth step and upon the written recommendation of the department head.

(l) As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary range.

(m) Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

(n) Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.

(o) Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.5 Salary Step After Military Leave

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.6 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit’s salary after promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.8 Salary on Reinstatement

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the

time of their separation unless there has been an increase within the salary range.

15.9 Salary Adjustments

(a) Effective July 1, 2022, all bargaining unit classifications will receive a nine point six five percent (9.65%) increase to base pay (comprised of a two percent (2%) COLA and a seven point six five percent (7.65%) Market Adjustment).

(b) Effective July 1, 2023, all bargaining unit classifications will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a two percent (2%) COLA and a ~~one~~ two percent (~~1~~2%) Market Adjustment).

(c) Effective July 1, 2024, all bargaining unit classifications will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a two percent (2%) COLA and a ~~one~~ two percent (~~1~~2%) Market Adjustment).

15.10 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.11 Lump Sum Payment

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand ($5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2025.

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SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing), against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has engaged in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.

(d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

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APPENDIX A: City of Stockton's New Medical Response Squad

At such time when the department is sufficiently staffed to allow for the staffing of a Medical Response Squad, without incurring additional mandatory overtime within the department, the parties agree to reopen negotiations solely for the purpose of meeting and conferring over any negotiable impacts associated with adding a new Medical Response Squad.

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APPENDIX B. COLA and Market Adjustments

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps								
	1	2	3	4	5	6	7	8	9
Fire Captain	7,257.16	7,630.30	8,021.79	8,434.05	8,867.15	9,323.48	-	-	-
COLA and MA year 1 (9.65%)	700.32	736.32	774.10	813.89	855.68	899.72	-	-	-
Year 1 - Monthly Salary	7,957.47	8,366.62	8,795.89	9,247.93	9,722.83	10,223.19	-	-	-
COLA and MA year 2 (3%)	238.72	251.00	263.88	277.44	291.68	306.70	-	-	-
Year 2 - Monthly Salary	8,196.20	8,617.62	9,059.77	9,525.37	10,014.51	10,529.89	-	-	-
COLA and MA year 3 (3%)	245.89	258.53	271.79	285.76	300.44	315.90	-	-	-
Year 3 - Monthly Salary	8,442.08	8,876.15	9,331.56	9,811.13	10,314.95	10,845.78	-	-	-
Fire Captain - Admin	6,839.34	7,191.06	7,560.07	7,948.68	8,356.90	8,787.04	-	-	-
COLA and MA year 1 (9.65%)	660.00	693.94	729.55	767.05	806.44	847.95	-	-	-
Year 1 - Monthly Salary	7,499.34	7,885.00	8,289.62	8,715.73	9,163.34	9,634.99	-	-	-
COLA and MA year 2 (3%)	224.98	236.55	248.69	261.47	274.90	289.05	-	-	-
Year 2 - Monthly Salary	7,724.32	8,121.55	8,538.31	8,977.20	9,438.24	9,924.04	-	-	-
COLA and MA year 3 (3%)	231.73	243.65	256.15	269.32	283.15	297.72	-	-	-
Year 3 - Monthly Salary	7,956.05	8,365.19	8,794.46	9,246.52	9,721.38	10,221.76	-	-	-
Fire Captain (22 years)	7,892.16	8,297.95	8,723.68	9,172.04	9,643.02	10,139.28	-	-	-
COLA and MA year 1 (9.65%)	761.59	800.75	841.84	885.10	930.55	978.44	-	-	-
Year 1 - Monthly Salary	8,653.75	9,098.70	9,565.52	10,057.14	10,573.58	11,117.72	-	-	-
COLA and MA year 2 (3%)	259.61	272.96	286.97	301.71	317.21	333.53	-	-	-
Year 2 - Monthly Salary	8,913.36	9,371.66	9,852.48	10,358.86	10,890.78	11,451.25	-	-	-
COLA and MA year 3 (3%)	267.40	281.15	295.57	310.77	326.72	343.54	-	-	-
Year 3 - Monthly Salary	9,180.76	9,652.81	10,148.06	10,669.62	11,217.51	11,794.79	-	-	-
Fire Captain (22 years) - Admin	7,437.78	7,820.28	8,221.59	8,644.18	9,088.13	9,555.90	-	-	-
COLA and MA year 1 (9.65%)	717.75	754.66	793.38	834.16	877.00	922.14	-	-	-
Year 1 - Monthly Salary	8,155.53	8,574.94	9,014.97	9,478.34	9,965.14	10,478.05	-	-	-
COLA and MA year 2 (3%)	244.67	257.25	270.45	284.35	298.95	314.34	-	-	-
Year 2 - Monthly Salary	8,400.20	8,832.19	9,285.42	9,762.69	10,264.09	10,792.39	-	-	-

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COLA and MA year 3 (3%)	252.01	264.97	278.56	292.88	307.92	323.77	-	-	-
Year 3 - Monthly Salary	8,652.20	9,097.15	9,563.98	10,055.57	10,572.01	11,116.16	-	-	-
Fire Fighter	4,772.67	5,018.13	5,276.35	5,547.28	5,833.26	6,133.15	6,448.09	6,779.23	7,127.75
COLA and MA year 1 (9.65%)	460.56	484.25	509.17	535.31	562.91	591.85	622.24	654.20	687.83
Year 1 - Monthly Salary	5,233.23	5,502.37	5,785.52	6,082.60	6,396.17	6,725.00	7,070.33	7,433.42	7,815.57
COLA and MA year 2 (3%)	157.00	165.07	173.57	182.48	191.89	201.75	212.11	223.00	234.47
Year 2 - Monthly Salary	5,390.23	5,667.45	5,959.08	6,265.07	6,588.06	6,926.75	7,282.44	7,656.43	8,050.04
COLA and MA year 3 (3%)	161.71	170.02	178.77	187.95	197.64	207.80	218.47	229.69	241.50
Year 3 - Monthly Salary	5,551.93	5,837.47	6,137.86	6,453.03	6,785.70	7,134.55	7,500.91	7,886.12	8,291.54
Fire Fighter - Admin	4,497.55	4,728.93	4,972.30	5,227.68	5,497.26	5,779.93	6,076.79	6,388.91	6,717.41
COLA and MA year 1 (9.65%)	434.01	456.34	479.83	504.47	530.49	557.76	586.41	616.53	648.23
Year 1 - Monthly Salary	4,931.56	5,185.27	5,452.13	5,732.15	6,027.75	6,337.69	6,663.20	7,005.44	7,365.64
COLA and MA year 2 (3%)	147.95	155.56	163.56	171.96	180.83	190.13	199.90	210.16	220.97
Year 2 - Monthly Salary	5,079.51	5,340.82	5,615.69	5,904.12	6,208.58	6,527.82	6,863.10	7,215.60	7,586.61
COLA and MA year 3 (3%)	152.39	160.22	168.47	177.12	186.26	195.83	205.89	216.47	227.60
Year 3 - Monthly Salary	5,231.89	5,501.05	5,784.16	6,081.24	6,394.84	6,723.66	7,068.99	7,432.07	7,814.21
Fire Fighter (22 years)	5,457.22	5,738.03	6,032.67	6,343.68	6,669.81	7,012.30	7,372.41	7,751.42	-
COLA and MA year 1 (9.65%)	526.62	553.72	582.15	612.16	643.64	676.69	711.44	748.01	-
Year 1 - Monthly Salary	5,983.84	6,291.75	6,614.82	6,955.84	7,313.44	7,688.99	8,083.85	8,499.43	-
COLA and MA year 2 (3%)	179.52	188.75	198.44	208.68	219.40	230.67	242.52	254.98	-
Year 2 - Monthly Salary	6,163.35	6,480.50	6,813.26	7,164.52	7,532.84	7,919.66	8,326.36	8,754.42	-
COLA and MA year 3 (3%)	184.90	194.42	204.40	214.94	225.99	237.59	249.79	262.63	-
Year 3 - Monthly Salary	6,348.25	6,674.92	7,017.66	7,379.45	7,758.83	8,157.25	8,576.15	9,017.05	-
Fire Fighter (22 years) - Admin	5,142.71	5,407.38	5,684.42	5,978.27	6,285.68	6,608.51	6,947.94	7,305.18	-
COLA and MA year 1 (9.65%)	496.27	521.81	548.55	576.90	606.57	637.72	670.48	704.95	-
Year 1 - Monthly Salary	5,638.98	5,929.20	6,232.96	6,555.17	6,892.25	7,246.23	7,618.42	8,010.13	-
COLA and MA year 2 (3%)	169.17	177.88	186.99	196.66	206.77	217.39	228.55	240.30	-
Year 2 - Monthly Salary	5,808.15	6,107.07	6,419.95	6,751.83	7,099.01	7,463.62	7,846.97	8,250.44	-
COLA and MA year 3 (3%)	174.24	183.21	192.60	202.55	212.97	223.91	235.41	247.51	-
Year 3 - Monthly Salary	5,982.39	6,290.28	6,612.55	6,954.38	7,311.98	7,687.53	8,082.38	8,497.95	-
Fire Fighter Engineer	6,355.55	6,681.67	7,026.03	7,386.21	7,765.86	8,164.98	-	-	-
COLA and MA year 1 (9.65%)	613.31	644.78	678.01	712.77	749.41	787.92	-	-	-
Year 1 - Monthly Salary	6,968.86	7,326.45	7,704.04	8,098.97	8,515.27	8,952.91	-	-	-
COLA and MA year 2 (3%)	209.07	219.79	231.12	242.97	255.46	268.59	-	-	-

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~~Year 2 - Monthly Salary~~	~~7,177.92~~	~~7,546.24~~	~~7,935.17~~	~~8,341.94~~	~~8,770.73~~	~~9,221.49~~	-	-	-
~~COLA and MA year 3 (3%)~~	~~215.34~~	~~226.39~~	~~238.05~~	~~250.26~~	~~263.12~~	~~276.64~~	-	-	-
~~Year 3 - Monthly Salary~~	~~7,393.26~~	~~7,772.63~~	~~8,173.22~~	~~8,592.20~~	~~9,033.85~~	~~9,498.14~~	-	-	-
~~**Fire Fighter Engineer - Admin**~~	~~5,989.48~~	~~6,296.89~~	~~6,621.48~~	~~6,960.99~~	~~7,318.84~~	~~7,694.81~~	-	-	-
~~COLA and MA year 1 (9.65%)~~	~~577.98~~	~~607.65~~	~~638.97~~	~~671.74~~	~~706.27~~	~~742.55~~	-	-	-
~~Year 1 - Monthly Salary~~	~~6,567.47~~	~~6,904.54~~	~~7,260.45~~	~~7,632.72~~	~~8,025.11~~	~~8,437.36~~	-	-	-
~~COLA and MA year 2 (3%)~~	~~197.02~~	~~207.14~~	~~217.81~~	~~228.98~~	~~240.75~~	~~253.12~~	-	-	-
~~Year 2 - Monthly Salary~~	~~6,764.49~~	~~7,111.68~~	~~7,478.27~~	~~7,861.70~~	~~8,265.86~~	~~8,690.48~~	-	-	-
~~COLA and MA year 3 (3%)~~	~~202.93~~	~~213.35~~	~~224.35~~	~~235.85~~	~~247.98~~	~~260.71~~	-	-	-
~~Year 3 - Monthly Salary~~	~~6,967.43~~	~~7,325.03~~	~~7,702.61~~	~~8,097.55~~	~~8,513.84~~	~~8,951.20~~	-	-	-
~~**Fire Fighter Engineer (22 years)**~~	~~6,911.65~~	~~7,266.30~~	~~7,640.82~~	~~8,032.50~~	~~8,445.37~~	~~8,879.42~~	-	-	-
~~COLA and MA year 1 (9.65%)~~	~~666.97~~	~~701.20~~	~~737.34~~	~~775.14~~	~~814.98~~	~~856.86~~	-	-	-
~~Year 1 - Monthly Salary~~	~~7,578.63~~	~~7,967.50~~	~~8,378.16~~	~~8,807.63~~	~~9,260.35~~	~~9,736.28~~	-	-	-
~~COLA and MA year 2 (3%)~~	~~227.36~~	~~239.02~~	~~251.34~~	~~264.23~~	~~277.81~~	~~292.09~~	-	-	-
~~Year 2 - Monthly Salary~~	~~7,805.99~~	~~8,206.52~~	~~8,629.50~~	~~9,071.86~~	~~9,538.16~~	~~10,028.37~~	-	-	-
~~COLA and MA year 3 (3%)~~	~~234.18~~	~~246.20~~	~~258.88~~	~~272.16~~	~~286.14~~	~~300.85~~	-	-	-
~~Year 3 - Monthly Salary~~	~~8,040.16~~	~~8,452.72~~	~~8,888.38~~	~~9,344.02~~	~~9,824.30~~	~~10,329.22~~	-	-	-
~~**Fire Fighter Engineer (22 years) - Admin**~~	~~6,513.56~~	~~6,847.87~~	~~7,200.86~~	~~7,570.07~~	~~7,959.23~~	~~8,368.11~~	-	-	-
~~COLA and MA year 1 (9.65%)~~	~~628.56~~	~~660.82~~	~~694.88~~	~~730.51~~	~~768.07~~	~~807.52~~	-	-	-
~~Year 1 - Monthly Salary~~	~~7,142.12~~	~~7,508.69~~	~~7,895.74~~	~~8,300.59~~	~~8,727.30~~	~~9,175.63~~	-	-	-
~~COLA and MA year 2 (3%)~~	~~214.26~~	~~225.26~~	~~236.87~~	~~249.02~~	~~261.82~~	~~275.27~~	-	-	-
~~Year 2 - Monthly Salary~~	~~7,356.39~~	~~7,733.95~~	~~8,132.61~~	~~8,549.60~~	~~8,989.12~~	~~9,450.90~~	-	-	-
~~COLA and MA year 3 (3%)~~	~~220.69~~	~~232.02~~	~~243.98~~	~~256.49~~	~~269.67~~	~~283.53~~	-	-	-
~~Year 3 - Monthly Salary~~	~~7,577.08~~	~~7,965.97~~	~~8,376.59~~	~~8,806.09~~	~~9,258.79~~	~~9,734.43~~	-	-	-
~~**Fire Fighter Trainee**~~	~~4,772.67~~	-	-	-	-	-	-	-	-
~~COLA and MA year 1 (9.65%)~~	~~460.56~~	-	-	-	-	-	-	-	-
~~Year 1 - Monthly Salary~~	~~5,233.23~~	-	-	-	-	-	-	-	-
~~COLA and MA year 2 (3%)~~	~~157.00~~	-	-	-	-	-	-	-	-
~~Year 2 - Monthly Salary~~	~~5,390.23~~	-	-	-	-	-	-	-	-
~~COLA and MA year 3 (3%)~~	~~161.71~~	-	-	-	-	-	-	-	-
~~Year 3 - Monthly Salary~~	~~5,551.93~~	-	-	-	-	-	-	-	-
				Steps					
	1	2	3	4	5	6	7	8	9

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

Fire Captain	7,257.16	7,630.30	8,021.79	8,434.05	8,867.15	9,323.48	-	-	-
COLA and MA year 1 (9.65%)	700.32	736.32	774.10	813.89	855.68	899.72	-	-	-
Year 1 - Monthly Salary	7,957.48	8,366.62	8,795.89	9,247.94	9,722.83	0,223.20	-	-	-
COLA and MA year 2 (4%)	318.30	334.66	351.84	369.92	388.91	408.93	-	-	-
Year 2 - Monthly Salary	8,275.77	8,701.29	9,147.73	9,617.85	10,111.74	10,632.12	-	-	-
COLA and MA year 3 (4%)	331.03	348.05	365.91	384.71	404.47	425.28	-	-	-
Year 3 - Monthly Salary	8,606.81	9,049.34	9,513.64	10,002.57	10,516.21	11,057.41	-	-	-
Fire Captain - Admin	6,839.34	7,191.06	7,560.07	7,948.68	8,356.90	8,787.04	-	-	-
COLA and MA year 1 (9.65%)	660.00	693.94	729.55	767.05	806.44	847.95	-	-	-
Year 1 - Monthly Salary	7,499.34	7,885.00	8,289.62	8,715.73	9,163.34	9,634.99	-	-	-
COLA and MA year 2 (4%)	299.97	315.40	331.58	348.63	366.53	385.40	-	-	-
Year 2 - Monthly Salary	7,799.31	8,200.40	8,621.20	9,064.36	9,529.87	10,020.39	-	-	-
COLA and MA year 3 (4%)	311.97	328.02	344.85	362.57	381.19	400.82	-	-	-
Year 3 - Monthly Salary	8,111.28	8,528.41	8,966.05	9,426.93	9,911.07	10,421.20	-	-	-
Fire Captain (22 years)	7,892.16	8,297.95	8,723.68	9,172.04	9,643.02	10,139.28	-	-	-
COLA and MA year 1 (9.65%)	761.59	800.75	841.84	885.10	930.55	978.44	-	-	-
Year 1 - Monthly Salary	8,653.75	9,098.70	9,565.52	10,057.14	10,573.57	11,117.72	-	-	-
COLA and MA year 2 (4%)	346.15	363.95	382.62	402.29	422.94	444.71	-	-	-
Year 2 - Monthly Salary	8,999.90	9,462.65	9,948.14	10,459.43	10,996.51	11,562.43	-	-	-
COLA and MA year 3 (4%)	360.00	378.51	397.93	418.38	439.86	462.50	-	-	-
Year 3 - Monthly Salary	9,359.90	9,841.16	10,346.06	10,877.80	11,436.37	12,024.93	-	-	-
Fire Captain (22 years) - Admin	7,437.78	7,820.28	8,221.59	8,644.18	9,088.13	9,555.90	-	-	-
COLA and MA year 1 (9.65%)	717.75	754.66	793.38	834.16	877.00	922.14	-	-	-
Year 1 - Monthly Salary	8,155.53	8,574.94	9,014.97	9,478.34	9,965.13	10,478.04	-	-	-
COLA and MA year 2 (4%)	326.22	343.00	360.60	379.13	398.61	419.12	-	-	-
Year 2 - Monthly Salary	8,481.75	8,917.93	9,375.57	9,857.48	10,363.74	10,897.17	-	-	-
COLA and MA year 3 (4%)	339.27	356.72	375.02	394.30	414.55	435.89	-	-	-
Year 3 - Monthly Salary	8,821.02	9,274.65	9,750.60	10,251.78	10,778.29	11,333.05	-	-	-
Fire Fighter	4,772.67	5,018.13	5,276.35	5,547.28	5,833.26	6,133.15	6,448.09	6,779.23	7,127.75
COLA and MA year 1 (9.65%)	460.56	484.25	509.17	535.31	562.91	591.85	622.24	654.20	687.83
Year 1 - Monthly Salary	5,233.23	5,502.38	5,785.52	6,082.59	6,396.17	6,725.00	7,070.33	7,433.43	7,815.58
COLA and MA year 2 (4%)	209.33	220.10	231.42	243.30	255.85	269.00	282.81	297.34	312.62
Year 2 - Monthly Salary	5,442.56	5,722.47	6,016.94	6,325.90	6,652.02	6,994.00	7,353.14	7,730.76	8,128.20
COLA and MA year 3 (4%)	217.70	228.90	240.68	253.04	266.08	279.76	294.13	309.23	325.13
Year 3 - Monthly Salary	5,660.26	5,951.37	6,257.62	6,578.93	6,918.10	7,273.76	7,647.27	8,039.99	8,453.33

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

Fire Fighter - Admin	4,497.55	4,728.93	4,972.30	5,227.68	5,497.26	5,779.93	6,076.79	6,388.91	6,717.41
COLA and MA year 1 (9.65%)	434.01	456.34	479.83	504.47	530.49	557.76	586.41	616.53	648.23
Year 1 - Monthly Salary	4,931.56	5,185.27	5,452.13	5,732.15	6,027.75	6,337.69	6,663.20	7,005.44	7,365.64
COLA and MA year 2 (4%)	197.26	207.41	218.09	229.29	241.11	253.51	266.53	280.22	294.63
Year 2 - Monthly Salary	5,128.83	5,392.68	5,670.21	5,961.44	6,268.86	6,591.20	6,929.73	7,285.66	7,660.27
COLA and MA year 3 (4%)	205.15	215.71	226.81	238.46	250.75	263.65	277.19	291.43	306.41
Year 3 - Monthly Salary	5,333.98	5,608.39	5,897.02	6,199.89	6,519.61	6,854.85	7,206.92	7,577.08	7,966.68
Fire Fighter (22 years)	5,457.22	5,738.03	6,032.67	6,343.68	6,669.81	7,012.30	7,372.41	7,751.42	-
COLA and MA year 1 (9.65%)	526.62	553.72	582.15	612.17	643.64	676.69	711.44	748.01	-
Year 1 - Monthly Salary	5,983.84	6,291.75	6,614.82	6,955.85	7,313.45	7,688.99	8,083.85	8,499.43	-
COLA and MA year 2 (4%)	239.35	251.67	264.59	278.23	292.54	307.56	323.35	339.98	-
Year 2 - Monthly Salary	6,223.20	6,543.42	6,879.42	7,234.08	7,605.98	7,996.55	8,407.20	8,839.41	-
COLA and MA year 3 (4%)	248.93	261.74	275.18	289.36	304.24	319.86	336.29	353.58	-
Year 3 - Monthly Salary	6,472.12	6,805.16	7,154.59	7,523.44	7,910.22	8,316.41	8,743.49	9,192.99	-
Fire Fighter (22 years) - Admin	5,142.71	5,407.38	5,684.42	5,978.27	6,285.68	6,608.51	6,947.94	7,305.18	-
COLA and MA year 1 (9.65%)	496.27	521.81	548.55	576.90	606.57	637.72	670.48	704.95	-
Year 1 - Monthly Salary	5,638.98	5,929.19	6,232.97	6,555.17	6,892.25	7,246.23	7,618.42	8,010.13	-
COLA and MA year 2 (4%)	225.56	237.17	249.32	262.21	275.69	289.85	304.74	320.41	-
Year 2 - Monthly Salary	5,864.54	6,166.36	6,482.29	6,817.38	7,167.94	7,536.08	7,923.15	8,330.54	-
COLA and MA year 3 (4%)	234.58	246.65	259.29	272.70	286.72	301.44	316.93	333.22	-
Year 3 - Monthly Salary	6,099.12	6,413.01	6,741.58	7,090.08	7,454.66	7,837.52	8,240.08	8,663.76	-
Fire Fighter Engineer	6,355.55	6,681.67	7,026.03	7,386.21	7,765.86	8,164.98	-	-	-
COLA and MA year 1 (9.65%)	613.31	644.78	678.01	712.77	749.41	787.92	-	-	-
Year 1 - Monthly Salary	6,968.86	7,326.45	7,704.04	8,098.98	8,515.27	8,952.90	-	-	-
COLA and MA year 2 (4%)	278.75	293.06	308.16	323.96	340.61	358.12	-	-	-
Year 2 - Monthly Salary	7,247.61	7,619.51	8,012.20	8,422.94	8,855.88	9,311.02	-	-	-
COLA and MA year 3 (4%)	289.90	304.78	320.49	336.92	354.24	372.44	-	-	-
Year 3 - Monthly Salary	7,537.52	7,924.29	8,332.69	8,759.86	9,210.11	9,683.46	-	-	-
Fire Fighter Engineer - Admin	5,989.48	6,296.89	6,621.48	6,960.99	7,318.84	7,694.81	-	-	-
COLA and MA year 1 (9.65%)	577.98	607.65	638.97	671.74	706.27	742.55	-	-	-
Year 1 - Monthly Salary	6,567.46	6,904.54	7,260.45	7,632.73	8,025.11	8,437.36	-	-	-
COLA and MA year 2 (4%)	262.70	276.18	290.42	305.31	321.00	337.49	-	-	-
Year 2 - Monthly Salary	6,830.16	7,180.72	7,550.87	7,938.03	8,346.11	8,774.85	-	-	-
COLA and MA year 3 (4%)	273.21	287.23	302.03	317.52	333.84	350.99	-	-	-

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

Year 3 - Monthly Salary	7,103.37	7,467.95	7,852.91	8,255.56	8,679.96	9,125.85	-	-	-
Fire Fighter Engineer (22 years)	6,911.65	7,266.30	7,640.82	8,032.50	8,445.37	8,879.42	-	-	-
COLA and MA year 1 (9.65%)	666.97	701.20	737.34	775.14	814.98	856.86	-	-	-
Year 1 - Monthly Salary	7,578.62	7,967.50	8,378.16	8,807.64	9,260.35	9,736.28	-	-	-
COLA and MA year 2 (4%)	303.14	318.70	335.13	352.31	370.41	389.45	-	-	-
Year 2 - Monthly Salary	7,881.77	8,286.20	8,713.29	9,159.94	9,630.76	10,125.74	-	-	-
COLA and MA year 3 (4%)	315.27	331.45	348.53	366.40	385.23	405.03	-	-	-
Year 3 - Monthly Salary	8,197.04	8,617.65	9,061.82	9,526.34	10,015.99	10,530.76	-	-	-
Fire Fighter Engineer (22 years) - Admin	6,513.56	6,847.87	7,200.86	7,570.07	7,959.23	8,368.11	-	-	-
COLA and MA year 1 (9.65%)	628.56	660.82	694.88	730.51	768.07	807.52	-	-	-
Year 1 - Monthly Salary	7,142.12	7,508.69	7,895.74	8,300.58	8,727.30	9,175.63	-	-	-
COLA and MA year 2 (4%)	285.68	300.35	315.83	332.02	349.09	367.03	-	-	-
Year 2 - Monthly Salary	7,427.80	7,809.04	8,211.57	8,632.61	9,076.39	9,542.66	-	-	-
COLA and MA year 3 (4%)	297.11	312.36	328.46	345.30	363.06	381.71	-	-	-
Year 3 - Monthly Salary	7,724.92	8,121.40	8,540.04	8,977.91	9,439.44	9,924.36	-	-	-
Fire Fighter Trainee	4,772.67	-	-	-	-	-	-	-	-
COLA and MA year 1 (9.65%)	460.56	-	-	-	-	-	-	-	-
Year 1 - Monthly Salary	5,233.23	-	-	-	-	-	-	-	-
COLA and MA year 2 (4%)	209.33	-	-	-	-	-	-	-	-
Year 2 - Monthly Salary	5,442.56	-	-	-	-	-	-	-	-
COLA and MA year 3 (4%)	217.70	-	-	-	-	-	-	-	-
Year 3 - Monthly Salary	5,660.26	-	-	-	-	-	-	-	-

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the _____ day of_____, 2022 and by an affirmative vote of the Stockton City Council on _____. The parties hereto have executed this Memorandum of Understanding this _____day of _____,2022 .

STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL UNION 456, International Association of Fire Fighters

_____
MARIO GARDEA
President

_____
MICAH MORI
Fire Unit Representative

_____
SCOTT WATKINS
RIVAS
Fire Unit Representative

Approved as to form:
RAINS LUCIA STERN, PC

By:

_____
TIMOTHY TALBOT
Attorney for the Association

City of Stockton

_____
HARRY BLACK
City Manager

_____
~~ALLISON U. DICHOSO~~ROSEMARY

Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION, ~~Acting~~ City Attorney

By:

_____
MARCI A. ARREDONDO
Deputy City Attorney

By:

_____
BURKE DUNPHY
Negotiator for the City

ATTEST:

_____
ELIZA GARZA
City Clerk

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

CITY OF STOCKTON

FIRE SERVICES MANAGEMENT UNIT MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms of conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3511) ("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours and other terms and conditions of employment for the period commencing July 1, 2022, and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

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FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Union Recognition

Pursuant to Resolution No. 36,011, adopted by the Stockton City Council on February 14, 1979, Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, is the recognized employee organization representing the Fire Services Management Unit, hereafter referred to as the “Union.”

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 2. UNION SECURITY

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Union membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866, the City will deduct the monthly Union membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence of terms of the authorization.

(7) Deduction notifications will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier

if possible.

(a) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 Use of City Facilities

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and, when made, shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3 Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with

the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance at Meetings by Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with the Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of the new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every one-hundred and twenty (120) days for all bargaining unit members.

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SECTION 3. NON-DISCRIMINATION/EQUAL EMPLOYMENT

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

SECTION 4. PROBATION

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of their position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Community Services
(8) Economic Development
(9) Fire Department
(10) Human Resources Department
(11) Information Technology Department
(12) Municipal Utilities Department
(13) Police Department
(14) Public Works Department

5.2 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories, as listed in ascending order:

(a) Extra Help

(b) Provisional
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to the length of time served in that class, except as specified above. For the purpose of this procedure, part time classes shall be considered separate from, and shall be laid off prior to, regular full-time classes. The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(c) Time worked in a regular status or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.4 Employee Options

Employees laid off shall have the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

SECTION 6. REEMPLOYMENT

When an employee in the classified service, whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily, is laid off due to lack of funds or their position is abolished or they are on an authorized leave of absence and are ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list. Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(a) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee was demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or for a period of two (2) years from the date of separation due to layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means “last laid off, first rehired.” An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the Department and the employee.

If the changes listed above require Civil Service approval, the Association agrees to not object to these changes in the duration of reemployment lists consistent with this section.

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the Civil Service Commission Rules and Regulations, and any applicable provisions of law are followed. Such provisions allow the employee discharged, suspended, demoted, or reduced in pay to file an appeal to the Civil Service Commission for such disciplinary action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the disciplinary action. Such filing will foreclose the use of the grievance procedure.

(c) File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

If the employee fails to do (b) or (c) above within the prescribed time frames, those rights will have been waived.

Lesser forms of disciplinary actions, such as written reprimands and transfers for purposes of punishment that do not involve loss of pay, may be appealed in accordance with the Fire Department's "Fire Fighters Procedural Bill of Rights (FBOR) Informal Discipline Appeal Procedure."

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which results from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City's business days/hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

(c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in

writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

(d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the

arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints alleging that the City is not compensating employees in accordance with the provisions of this Memorandum of Understanding shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter or Civil Service Rules and Regulations, nor shall it be administered in a manner that would abrogate any power which, under the City Charter or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in units represented by the Union shall be processed under this section. If the City Charter or Civil Service Rules and Regulations requires that another option be available to the employee, no action under Section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 8.3(d), above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

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SECTION 9. LEAVES

9.1 Vacation Leave

(a) Accrued Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40-hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56-hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

Employees shall accrue vacation leave on a per pay period basis.

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation leave until they are below the caps listed here. No vacation leave may be added to sick leave balances.

(1) The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

(c) Longevity Vacation Allowance

(1) This program is eliminated as of July 1, 2011. Employees with accrued longevity vacation allowance balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(d) Scheduling

(1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with their management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

a. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled continuously and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each.

b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation leave shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 Sick Leave

(a) Accrual. All regular status employees on a forty (40) hour workweek schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, and part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular status employees, except provisional, temporary, and part time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation leave provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

(i) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.

(j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2080) hours of unused sick leave not otherwise compensated for in (k) below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.

(k) Sick Leave Retention Benefit. After subtracting the equivalent of one (1) full year of service credit (2080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at fifty percent (50%) of its cash value to separating employees after July 1, 2015.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon their request, be granted up to three (3) days bereavement leave with pay and without charge to their accumulated sick leave or vacation leave. The City Manager may grant an additional two (2) days bereavement leave upon request, which shall be charged against the employee's accumulated sick leave in cases where extensive travel is required to attend the funeral. For the purposes of this section, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner,

mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to three (3) days leave upon request, which shall be charged against the employee's accumulated sick leave.

(b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court for jury service, in obedience to a subpoena, or by direction of proper authority in accordance with the following provisions:

(1) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

(2) On-duty employees shall return to work immediately upon release from court.

(3) Absences from duty will be without pay when the employee appears in private litigation to which the City is not a party.

(4) Notwithstanding the foregoing, attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, shall not be considered in terms of actual hours spent performing those duties and paid as hours worked.

(c) Maternity Leave. Time off from work for pregnancy, childbirth, and related medical conditions will be covered as required by State and Federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

(d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

Two (2) or more regular employees granted military leave of absence without pay from the same position shall be re-employed according to their seniority of employment, provided they are physically fit, as above specified.

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of, and in the course of, their duties, the employee shall become entitled, regardless of their period of service with the City, to a leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as they are retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

(a) Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(b) Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non-job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period.

(d) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with State workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absences as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay that exceed thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights,

based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leaves of Absence without Pay

(a) Purpose and Length. Only employees occupying positions on a regular status basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job related, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave has been used and shall be substantiated by a physician's statement.

(b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

(a) Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

Except in cases of conflagration, flood, or similar emergency, the basic workweek of any member of this unit shall not be more than fifty-six (56) hours per week, averaged over a twelve (12) week period. All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Employees in this unit will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1 Overtime Authorization

All compensable overtime must be authorized by the department head or their designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

11.2 Fair Labor Standards Act (FLSA) Agreement

(a) "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

(b) "Day shift employees" means Fire Management Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.).

(c) 24-hour Shift Employees.

(1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate for hours worked in excess of one-hundred and eighty-two (182) hours in a 24 day work period.

(2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

(d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

(e) Hours worked shall include all actual time worked. Sick Leave, Bereavement Leave, Industrial Illness or Injury Leave (4850) taken within the work period 4850 leave begins or ends, and Jury Duty Leave shall also count as actual time worked. Vacation Leave, or other time taken as compensated time off shall not be considered as actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only.

11.3 Compensatory Time

(a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to, or in excess of, their normal work schedule.

(b) Use. Such compensatory time must be taken during the work period in which it is earned and will be credited in accordance with Section 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that they are unable to take accrued compensatory time during the work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-½) depending upon the number of hours worked by the employee during the work period consistent with Section 11.1 above.

(c) Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.4 Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

(a) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

(b) Training Time. The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 12. HOLIDAYS

(a) Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Fire Management Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1)	New Years Day	(January 1)
(2)	Martin Luther King's Birthday	(Third Monday in January)
(3)	Lincoln's Birthday	(Second Monday in February)
(4)	Washington's Birthday	(Third Monday in February)
(5)	Cesar Chavez Day	(March 31-FLOATING)
(6)	Memorial Day	(Last Monday in May)
(7)	Independence Day	(July 4)
(8)	Labor Day	(First Monday in September)
(9)	Columbus Day	(Second Monday in October)
(10)	Veterans' Day	(November 11)
(11)	Thanksgiving	(Fourth Thursday in November)
(12)	The day following Thanksgiving	(Fourth Friday in November)
(13)	Christmas Day	(December 25)
(14)	Birthday Holiday	

(b) Effective July 1, 2021, 0.41% will be added to the suppression classifications on the salary schedule for the Birthday Holiday.

(c) Effective August 1, 2011, the differential for Administrative Positions in this unit in Section 13.12 will be increased by 6.34%.

(d) Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays.

For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(e) For positions that observe holidays, in order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

(f) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday

holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

(a) The City shall continue providing bargaining unit employees hired on or before December 28, 2012 with the California Public Employees' Retirement System (CalPERS) 3% at 50 local safety pension formula based on the single highest year.

(b) Additional CalPERS Benefits.

(1) The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to 2,080 hours (Government Codes Section 20965), Survivor Benefit Level 4 (Government Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Person at the employees' expense (Government Code Sections 21024 and 21027).

(2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this Memorandum of Understanding.

(c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law toward the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

(d) EPMC Payrate Conversion. The City will cease paying the nice percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays their nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code section 20692. Instead of applying these section 20692 provisions each pay period, employees may select the option for a one-time retroactive application at the time of their retirement for the entire twelve month period prior to the effective

date of retirement. Employees who wish to select this option, shall indicate this on the City's EPMC Authorization form provided by Human Resources.

(e) CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's Nine Percent (9%) CalPERS Contribution. Employees hired on or before December 28, 2012, agree to continue sharing the cost of the CalPERS 3% at 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than the nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employees share of retirement contribution thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with CalPERS regulations to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees Hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012 and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013 who qualify as classic members with the CalPERS 3% at 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefits and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1(e) above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013 without reciprocity (i.e., "new" members) the CalPERS 2.7% at 57 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements.

Employees without reciprocity shall continue contributing fifty percent (50%) of the "normal cost" as determined by CalPERS on a pre-tax basis for the pension benefit and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.4 Uniform Allowance

Effective after adoption of this Memorandum of Understanding, employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars ($950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.5 Education Incentive Pay

(a) Employees who satisfy the education and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of the employee's rank.

(b) Employees who satisfy the education and service requirements for an advanced education certification shall receive five percent (5%) of the top step of the employee's rank.

13.6 Emergency Medical Technician Certification

Employees in this unit shall be responsible for maintaining EMT certification.

It is the policy of the Stockton Fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician (EMT) certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout their career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include

the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt or the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have eighteen (18) months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen (18) month "correction period" or (2) fails to obtain EAR certification within thirty (30) days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the grievance procedures.

13.7 Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle, employees in this unit will be reimbursed for actual mileage at the current rate established by the City.

13.8 Longevity Pay

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one-quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional one point six three percent (1.63%) of top step pay for their classification.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10 Specialty Assignment Pay

Battalion Chiefs assigned to a forty (40)-hour workweek will receive additional compensation of thirteen point three three percent (13.33%) above their regular rates of pay. The duration of any such assignment shall be at the sole discretion of the Fire Chief. Note: The FLSA rate was three point three three percent (3.33%) so this rate is not increasing.

13.11 Acting Pay

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.12 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee's travel time.

13.13 Paramedic Certificate Pay

(a) The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3%) of top salary step of rank.

(b) Continuing Education for Paramedics. Upon prior approval of the Fire Chief, the City will compensate members of the Fire Management unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.

(c) Administrative Captains that maintain a paramedic license and are assigned by the Chief to work on the line as a paramedic shall receive paramedic

incentive pay.

(d) Administrative Firefighters and Administrative Engineers that maintain a paramedic license and are able to work on the line as a paramedic shall receive paramedic incentive pay.

13.14 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance, and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

(a) Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations, and daily physical training requirements.

(b) Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

(c) All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

(d) Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

13.15 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding is outside the City's control.

13.16 Lapse of Certification

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, whose certification lapses, will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.

14.1 Health Insurance and Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one (1) and Employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. Up to $697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

a. Up to $711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

a. Up to $725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular status part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2. Long Term Disability Insurance

The City shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.3. Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 vendor.

14.4. Retiree Medical Trust

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Management Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Management Unit members to be contributed to the Trust.

The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Within two pay periods following receipt of written notification from the Union of its entry into the Trust, but no sooner than March 1, 2023, eligible regular status employees covered by this Agreement shall contribute to the Trust an amount equal to a uniform flat dollar amount per month for each month of employment, which the employer shall deduct through a payroll deduction. This contribution amount shall be included in the above-referenced notice to the City. Individuals who attain regular status in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust. There shall be no employee election or option to take the contribution amount in cash. The Union has the right to alter the amount of salary deduction during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Union's bylaws and applicable laws. The Union shall provide written notice to the City of any such changes, which will be implemented no later than the second full pay period following receipt of said notice.

The City shall not charge the Union or Fire Management Unit members for any administrative costs associated with the enrollment of employees in the Trust or for payroll deductions and the transmittal of employee contributions to the Trust, or for any other City actions required by this Section. The Union shall be responsible to pay the Trust for any administrative costs arising between the Union and the Trust from the enrollment of the Union and the Fire Management Unit members in the Trust.

The Union agrees, to the fullest extent permitted by applicable law, to indemnity and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

Participation in the Trust shall be the complete and sole responsibility of the Union. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Union with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

14.5 <u>Survivors' Medical Benefit</u>

The City in accordance with State law and its provisions shall provide medical, dental, prescription, and vision benefits to the surviving spouse and children of Battalion Chiefs killed in the line of duty. These benefits shall discontinue upon marriage of the Battalion Chief's surviving spouse. The medical coverage shall be secondary at age sixty-five (65).

14.6 Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this Memorandum of Understanding.

SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Employees henceforth promoted to the classification of Battalion Chief will receive a five percent (5%) salary increase above current base pay salary on the salary schedule six (6) months after their advancement to the Battalion Chief classification, and may be moved in five percent (5%) increments by the Fire Chief annually until the top of the range is reached. Increases in excess of five percent (5%) may be granted upon recommendation of the Fire Chief and approval of the City Manager.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for calculating payments for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4 Salary Step After Military Leave

Upon returning to City service, all employees who have been granted military leave shall be entitled to the automatic salary advancements within the range/scale of the established salary range for their classifications for the period they were in the military service.

15.5 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.6. Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and, at the time of promotion, is receiving a salary equal to or greater than the minimum rate for the higher rank, that employee shall be promoted to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary, on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary after promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.7 Salary on Reinstatement

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation, unless there has been an increase within the salary range.

15.8 Salary Adjustments

(a) Effective July 1, 2022, all bargaining unit classifications will receive a ten percent (10%) increase to base pay (comprised of a two percent (2%) COLA and an eight percent (8%) Market Adjustment).

(b) Effective July 1, 2023, all bargaining unit classifications will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a two percent (2%) COLA and a ~~one~~ two percent (~~1~~2%) Market Adjustment).

(c) Effective July 1, 2024, all bargaining unit classifications will receive a ~~three~~ four percent (~~3~~4%) increase to base pay (comprised of a two percent (2%) COLA and a ~~one~~ two percent (~~1~~2%) Market Adjustment).

15.9 Bi-Weekly Pay Period

The City and the Association agree to move to a bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.10. Lump Sum Payment

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand ($5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, the individual or concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining

unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has been engaging in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.

(d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event any activity prohibited by subsection (a) occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____,day of _____, 2022 , and by an affirmative vote of the Stockton City Council on _____, 2022 . The parties hereto have executed this Memorandum of Understanding this _____day of _____, 2022 .

STOCKTON FIRE FIGHTERS' LOCAL UNION 456
Fire Services Management Unit

MARIO GARDEA
President

MATT KNIERIM
RIVAS
Fire Management Representative

Approved as to form:
RAINS LUCIA STERN, PC

By:

TIMOTHY K. TALBOT
Attorney for the Association

City of Stockton

HARRY BLACK
City Manager

~~ALLISON U. DICHOSO~~ROSEMARY
Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION, ~~Acting~~ City Attorney

By:

MARCI A. ARREDONDO
Deputy City Attorney

By:

BURKE DUNPHY
Negotiator for the City

ATTEST:

ELIZA GARZA
City Clerk

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Fire Battalion Chief	9,223.50	9,697.42	10,194.53	10,718.68	11,268.59	11,848.12
COLA and MA year 1 (10%)	922.35	969.74	1,019.45	1,071.87	1,126.86	1,184.81
Year 1 - Monthly Salary	10,145.85	10,667.17	11,213.98	11,790.55	12,395.45	13,032.93
COLA and MA year 2 (3%)	304.38	320.01	336.42	353.72	371.86	390.99
Year 2 - Monthly Salary	10,450.23	10,987.18	11,550.40	12,144.27	12,767.32	13,423.92
COLA and MA year 3 (3%)	313.51	329.62	346.51	364.33	383.02	402.72
Year 3 - Monthly Salary	10,763.74	11,316.80	11,896.91	12,508.60	13,150.34	13,826.64
Fire Battalion Chief - Admin	8,692.73	9,139.45	9,608.02	10,102.08	10,620.42	11,166.66
COLA and MA year 1 (10%)	869.27	913.95	960.80	1,010.21	1,062.04	1,116.67
Year 1 - Monthly Salary	9,562.00	10,053.40	10,568.82	11,112.29	11,682.46	12,283.33
COLA and MA year 2 (3%)	286.86	301.60	317.06	333.37	350.47	368.50
Year 2 - Monthly Salary	9,848.86	10,355.00	10,885.88	11,445.66	12,032.94	12,651.83
COLA and MA year 3 (3%)	295.47	310.65	326.58	343.37	360.99	379.55
Year 3 - Monthly Salary	10,144.33	10,665.65	11,212.46	11,789.03	12,393.93	13,031.38
Fire Battalion Chief (22 years)	9,373.84	9,855.50	10,360.69	10,893.40	11,452.27	12,041.24
COLA and MA year 1 (10%)	937.38	985.55	1,036.07	1,089.34	1,145.23	1,204.12
Year 1 - Monthly Salary	10,311.23	10,841.05	11,396.76	11,982.74	12,597.49	13,245.37
COLA and MA year 2 (3%)	309.34	325.23	341.90	359.48	377.92	397.36
Year 2 - Monthly Salary	10,620.56	11,166.29	11,738.66	12,342.22	12,975.42	13,642.73
COLA and MA year 3 (3%)	318.62	334.99	352.16	370.27	389.26	409.28
Year 3 - Monthly Salary	10,939.18	11,501.27	12,090.82	12,712.49	13,364.68	14,052.01
Fire Battalion Chief (22 years) - Admin	8,834.42	9,288.43	9,764.63	10,266.75	10,793.54	11,348.69
COLA and MA year 1 (10%)	883.44	928.84	976.46	1,026.67	1,079.35	1,134.87
Year 1 - Monthly Salary	9,717.86	10,217.27	10,741.09	11,293.42	11,872.89	12,483.56
COLA and MA year 2 (3%)	291.54	306.52	322.23	338.80	356.19	374.51
Year 2 - Monthly Salary	10,009.40	10,523.79	11,063.32	11,632.22	12,229.08	12,858.07
COLA and MA year 3 (3%)	300.28	315.71	331.90	348.97	366.87	385.74
Year 3 - Monthly Salary	10,309.68	10,839.50	11,395.22	11,981.19	12,595.95	13,243.81

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

	Steps					
	1	2	3	4	5	6
Fire Battalion Chief	9,223.50	9,697.42	10,194.53	10,718.68	11,268.59	11,848.12
COLA and MA year 1 (10%)	922.35	969.74	1,019.45	1,071.87	1,126.86	1,184.81
Year 1 - Monthly Salary	10,145.85	10,667.16	11,213.98	11,790.55	12,395.45	13,032.93
COLA and MA year 2 (4%)	405.83	426.69	448.56	471.62	495.82	521.32
Year 2 - Monthly Salary	10,551.68	11,093.85	11,662.54	12,262.17	12,891.27	13,554.25
COLA and MA year 3 (4%)	422.07	443.75	466.50	490.49	515.65	542.17
Year 3 - Monthly Salary	10,973.75	11,537.60	12,129.04	12,752.66	13,406.92	14,096.42
Fire Battalion Chief - Admin	8,692.73	9,139.45	9,608.02	10,102.08	10,620.42	11,166.66
COLA and MA year 1 (10%)	869.27	913.95	960.80	1,010.21	1,062.04	1,116.67
Year 1 - Monthly Salary	9,562.00	10,053.40	10,568.82	11,112.29	11,682.46	12,283.33
COLA and MA year 2 (4%)	382.48	402.14	422.75	444.49	467.30	491.33
Year 2 - Monthly Salary	9,944.48	10,455.53	10,991.57	11,556.78	12,149.76	12,774.66
COLA and MA year 3 (4%)	397.78	418.22	439.66	462.27	485.99	510.99
Year 3 - Monthly Salary	10,342.26	10,873.75	11,431.24	12,019.05	12,635.75	13,285.65
Fire Battalion Chief (22 years)	9,373.84	9,855.50	10,360.69	10,893.40	11,452.27	12,041.24
COLA and MA year 1 (10%)	937.38	985.55	1,036.07	1,089.34	1,145.23	1,204.12
Year 1 - Monthly Salary	10,311.22	10,841.05	11,396.76	11,982.74	12,597.50	13,245.36
COLA and MA year 2 (4%)	412.45	433.64	455.87	479.31	503.90	529.81
Year 2 - Monthly Salary	10,723.67	11,274.69	11,852.63	12,462.05	13,101.40	13,775.18
COLA and MA year 3 (4%)	428.95	450.99	474.11	498.48	524.06	551.01
Year 3 - Monthly Salary	11,152.62	11,725.68	12,326.73	12,960.53	13,625.45	14,326.19
Fire Battalion Chief (22 years) - Admin	8,834.42	9,288.43	9,764.63	10,266.75	10,793.54	11,348.69
COLA and MA year 1 (10%)	883.44	928.84	976.46	1,026.68	1,079.35	1,134.87
Year 1 - Monthly Salary	9,717.86	10,217.27	10,741.09	11,293.43	11,872.89	12,483.56
COLA and MA year 2 (4%)	388.71	408.69	429.64	451.74	474.92	499.34
Year 2 - Monthly Salary	10,106.58	10,625.96	11,170.74	11,745.16	12,347.81	12,982.90
COLA and MA year 3 (4%)	404.26	425.04	446.83	469.81	493.91	519.32
Year 3 - Monthly Salary	10,510.84	11,051.00	11,617.57	12,214.97	12,841.72	13,502.22

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS' ASSOCIATION AND AMENDMENT TO THE PREVIOUSLY APPROVED MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE MANAGEMENT ASSOCIATION, STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT, AND STOCKTON FIREFIGHTERS' LOCAL 456 FIRE MANAGEMENT UNIT

The Human Resources Department along with the negotiating team, met and conferred with officials of the Stockton Police Officers' Association (SPOA). The SPOA employee unit ratified an agreement for a successor Memorandum of Understanding on September 12, 2022 by a majority vote of their members. The City of Stockton and the Stockton Police Officers' Association have in good faith completed their meet and confer obligation regarding their successor Memorandum of Understandings; and

Additionally, the Human Resources Department along with the negotiating team, met and conferred with officials of the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit and reached tentative agreements for successor Memoranda of Understanding and reduced the agreements to writing. The SPMA employee unit ratified the agreement on June 24, 2022 by a majority vote of their members. Subsequently, the Fire Unit and Fire Management Unit ratified the agreements on June 27, 2022 by a majority vote of their members. The Memoranda of Understanding were approved by resolutions 2022-07-12-1206 and 2022-07-26-1222; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memorandum of Understanding between the City of Stockton and the Stockton Police Officers' Association is attached hereto as Exhibit 1 and incorporated by this reference.

2. Amendments to the previously approved Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association, Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit are attached hereto as Exhibits 2, 3, and 4 and incorporated by this reference.

3. The City Manager is hereby authorized and directed to execute the Memoranda of Understandings to be effective July 1, 2022.

4. The City Manager is hereby authorized and directed to increase expenditure appropriation in the annual budget for Fiscal Year 2022-2023, as necessary to carry out the intent of the agreements as shown in Exhibit 5.

5. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON POLICE OFFICERS ASSOCIATION AND CITY OF STOCKTON

TERM: July 1, 2022 – June 30, 2025

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

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STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

This agreement (the “Agreement” or “MOU”) is made and entered into as of _____ by and among the City of Stockton, California (the "City" or "Stockton") and the Stockton Police Officers Association (“SPOA”), sometimes collectively referred to as the “Parties.”

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership union dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866 the City will deduct the monthly Union membership dues, initiation fees, assessments, and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees who voluntarily authorize such deductions, and pay such amounts to the Union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notification will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort

to process earlier if possible.

(c) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 New Hire Employee Orientation and Information Requirements

In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every 120 days for all bargaining unit members.

2.3 Use of City Facilities

(a) The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

(b) Any representative of the Association shall give notice to the department head or their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and when made shall continue until revoked by the Chief.

(c) City buildings and other facilities may be made available for use by City

employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.4 Attendance at Meetings by Employees/Association Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City management representatives, or be present at administrative hearings where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for an excused absence to their department head in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed five (5), except by mutual agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS

3.1 The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

3.2 The Association shall cooperate with the City in the objectives of Equal Employment Opportunities as required by law.

3.3 The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

SECTION 4. PROBATIONARY PERIOD

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

All original entrance positions shall be tentative and subject to a probationary period of eighteen (18) months. The probationary period for entrance positions shall not be extended.

4.3 Promotional Positions

All promotional police appointments shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.4 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance and Civil Service Rules.

4.5 Probationer Advanced To Higher Rank

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 5. LAYOFF

5.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of their position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

5.3 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.4 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories:

(a) Extra help or seasonal

(b) Provisional
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to service in that class, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

(c) Time worked in a regular or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the same eligibility list upon which the employees were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least seniority in that classification. The voluntary demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 6. REEMPLOYMENT/REINSTATEMENT

6.1 Reemployment

When an employee in the classified service who has been performing their duties in a satisfactory manner, as shown by the records of the department in which they have been employed, is laid off because of lack of funds or abolition of their position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on a reemployment list for the appropriate class for reemployment consistent with Civil Service Rule VII Certification and Appointment pertaining to Police safety positions, currently in effect.

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last-laid off, first rehired."

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

6.2 Reinstatement on a Reemployment List

A regular status employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification held upon resignation within a period of one (1) year from the effective date of their resignation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 starting at step two (2) with the Director of Human Resources within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first-class mail to the employee's address contained in their official personnel records.

For purposes of this subsection, "business day" means a day on which the Human Resources Department is open for business to the public.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been or may hereafter be adopted by the City Council to govern personnel practices and working conditions, including such rules and regulations as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first-class mail to the employee's address contained in their official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee’s classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or any official of the Association may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) business days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two paragraphs which has not first been filed and investigated in accordance with this paragraph except for the resolution of

compensation complaints.

(c) Step 3 - City Manager Review. Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant, and if the complainant is not the Association, to meet also with the officials of the Association and to settle the grievance or to make recommendations to the City Manager.

Failure to complete this step within sixty (60) calendar days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

(d) Step 4 - Arbitration. Either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

(e) Effect of Decision. The decision of the arbitrator on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in section 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from the arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources, in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if they find that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed, except in cases where the City determines that the basis of the compensation issue was a result of a clerical error, the adjustment shall be no more than three hundred and sixty-five (365) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner which would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if

the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 9. LEAVES

9.1 Sick Leave

(a) Accrual. All regular status employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Usage for Family. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family.

For the purposes of this section, immediate family is defined as the employee’s parents, spouse, registered domestic partner, child (child as defined as biological, step, foster or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent**,** brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they

shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, type of sick leave to be used, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. The Police Chief or designee may require a doctor's certificate or other reasonable proof of illness as they deem necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that they will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave. Except as provided in section (h), all sick leave shall have no cash value upon separation of employment, and employees shall not be allowed to cash out unused sick leave. Current employees shall be eligible for CalPERS service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit. Effective July 1, 2016, the City will begin to pay the PERS .351% Cost Pick-Up for Credit for Unused Sick Leave for those members hired on or before August 16, 2013.

(h) Sick Leave Retention Benefit. After subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and

(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.2 Military Leave

An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or force of the Federal Military, Naval, or Marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

All regular status employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served their minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months, or having served the minimum probationary period of eighteen (18) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the

eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, providing they are physically fit as above specified.

9.3 Court Appearance

Upon approval by the department head, an employee, other than a provisional, part-time, or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

(a) Said absence from duty will be compensated for actual hours the employee serves on the jury or is required to remain in court to testify as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City Treasurer, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.

(b) Jury duty or witness duty appearances shall be considered in terms of actual hours spent performing those duties. If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.

(c) Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within

the meaning of this Section.

9.4 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to their accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.

For the purposes of this Section, the immediate family shall be restricted to the employees' parents, spouse, registered domestic partner, child (child as defined as biological, step, foster, or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

9.5 Workers' Compensation Leave

Forms and Procedures**.** Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness requiring medical care is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of a personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.6 Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time leave was granted. The granting of any leave of absence shall be based on the presumption that the employee

intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premiums shall end on the last day of the month in which the employee was paid except those employees on an authorized leave of absence may continue enrollment in the City health insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.7 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury which are not job-incurred may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the

prescribed form to their department head and the City Manager describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be canceled by the department head at any time.

9.8 Absence Without Leave

(a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department head or City Manager, or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee of this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

9.9 Vacation Leave

(a) Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave with pay semi-monthly in accordance with the following schedule:

Less than 1½ years continuous employment ..... 80 hours/year
After 1½ years up to 7½ years..... …… 108 hours/year
After 7½ years up to 15 years..... 144 hours/year
After 15 years up to 25 years..... 189 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

Effective as soon as administratively possible following adoption of this contract by the City Council, but no later than December 31, 2022, employees will accrue vacation based on their initial P.O.S.T. certification date if that date is earlier than their most recent hire date with the City. This change shall apply on a going forward basis only. Employees are responsible for informing the City of their initial P.O.S.T. certification date if it differs from their most recent hire date with the City.

(b) Vacation Accumulation. Effective July 1, 2012, the following maximum

vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

Employees who, on July 1, 2012, have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until the employee's vacation balance is under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(c) Vacation Schedule. The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.

(d) Vacation Allowance for Separated Employees

(1) An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post-separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

(2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of their

resignation shall have their prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 10. DAYS AND HOURS OF WORK

10.1 Regular Workweek

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9 hour work days Monday through Thursday, 8 hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

10.2 Regular Workweek for Patrol

The work schedule for patrol is the current 4/10 work schedule. The Chief of Police may change the start/finish time of a shift after providing written notification.

10.3 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

10.4 Furlough bank hours

(a) Furlough Bank. There shall be no cash value provided for any furlough hours since the start of the furlough program in 2009 and all furlough bank hours shall be used in accordance with 10.4 (b) below.

(b) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. All Furlough must be scheduled and used prior to the date of separation in accordance with the City's leave policies.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 11. OVERTIME

11.1 Authorization

All compensable overtime must be authorized by the Chief of Police or the Chief's designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular work day following the date which the overtime was worked.

11.2 Compensation

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week (including 9/80 schedules), or ten (10) hours per day and forty (40) hours per week**:**

(a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime shall be paid for at time and one-half (1½) including employees employed on a per hour or per day basis or except as provided elsewhere herein.

(b) Hours worked shall include all actual time worked. Furlough hours taken, holiday hours taken, bereavement leave, jury duty leave, and sick leave shall be considered as time worked. Vacation or other compensated time off not specifically identified above shall not be considered as time worked.

(c) Notwithstanding subparagraph "b" above, effective as soon as administratively possible but no later than December 31, 2022, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value of this modification is approximately zero point two percent (0.2%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

11.3 Court Appearance Pay While in Off Duty Status

(a) An employee required by proper authority to appear in court during off-duty hours shall receive compensation of three (3) hours at time and one-half (1½) or actual time worked at the appropriate rate, whichever is greater.

Multiple subpoenas covering the same case on the same day or multiple subpoenas for either the morning or the afternoon do not count as separate incidents for purpose of minimum compensation. However, a subpoena to attend court for one case in the morning and a subpoena to attend court for a second case in the afternoon will count as separate incidents for purposes of minimum compensation.

(b) Voluntary Court Standby. Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the four (4) hours of standby for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

11.4 Call-Back Policy

When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 11.2 above, whichever is greater.

11.5 Compensatory Time

(a) Definition - As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. Such time has previously been referred to as Earned Time.

(b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that compensatory time shall be earned at the rate of time and one-half (1½).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1½) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid for the hours worked.

(c) Use - Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency

situation arises.

(d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

11.6 Standby Compensation

Employees who are placed on standby on their normal day off shall be paid at the rate of three dollars ($3.00) per hour for each hour on standby assignment. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby after the end of their shift on a regular work day shall receive three dollars ($3.00) per hour for each hour of standby. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by. The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status, employees shall leave with the Command Center a telephone number at which they can be reached. Such employees shall be available to the Police Department within a forty-five (45) minute response time.

11.7 No Standby Compensation for Time Worked

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay provided in Sections 11.3(a), 11.3(b), 11.4, or 11.6. Employees are eligible to receive overtime only in

accordance with Section 11.2 above.

11.8 Sergeants Working Hireback

(a) Sergeants will be authorized to work special event hireback in the event that there are insufficient officers willing to volunteer for the special event overtime. The order of hireback will be: (1) officers working voluntary overtime, (2) followed by sergeants working voluntary overtime, (3) followed by officers working mandatory overtime.

(b) Special events are defined as hireback which is not patrol hireback and does not have an enforcement related function.

(c) Pay Rate.

(1) Because of limitations in the City's payroll system, Sergeants will *initially* be paid based on their regular rate for this hireback.

(2) However, as soon as it becomes feasible for the City's payroll system to do so, the City will pay Sergeants working officer hireback under this provision at the top-step officer rate. In that event, overtime pay for the work period in which the hireback occurs will be paid in accordance with the FLSA with the sergeants regular rate of pay based on a weighted average methodology. The City will notify the Association thirty (30) days before implementing such a system.

(d) Sergeants hired to fill a Sergeant's position for special events will be paid based on their regular rate.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
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SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City

Effective upon the first full pay period following ratification for this Memorandum of Understanding by Stockton Police Officers Association and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday. Unless otherwise provided in this Section, the City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday .....(Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday.....(Third Monday in February)
(5) Cesar Chavez' Day .....(March 31 -FLOATING for Non-Patrol)
(6) Memorial Day .....(Last Monday in May)
(7) Independence Day .....(July 4)
(8) Labor Day.....(First Monday in September)
(9) Columbus Day.....(Second Monday in October)
(10) Veteran's Day..... (November 11)
(11) Thanksgiving ..... (Fourth Thursday in November)
(12) Day following Thanksgiving..... (Fourth Friday in November)
(13) Christmas Day..... (December 25)
(14) Birthday Holiday

For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

Employees who are in unpaid status the day before or the day after the holiday will not qualify for Holiday Pay as described above.

Birthday Holiday Leave. The department head with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

12.2 Holiday Compensation

(a) Non-Patrol Assignments. All regular and probationary Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are in assignments which observe City Holidays shall be entitled to take each holiday off with full pay for

each of the holidays listed in 12.1, above.

FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

(b) Patrol Assignments. All regular and probationary Police Unit employees assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For Unit members required to work on an observed holiday, actual hours worked on the holiday will be paid at time and one half (1½).

These members who are permitted to take a holiday off that falls on a regularly scheduled work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution

(a) Legacy employees hired on or before December 31, 2012 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the employee's share of cost under the Public Employees' Retirement System (PERS). Such amounts will be applied to the employee's individual account.

(b) Non Sworn Police Officer Trainee. The City and the Association agree that employees hired into the Non Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The employee shall contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the PERS Local Miscellaneous Members Plan. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

Upon satisfactory completion of basic recruit training, the Non Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer plan (Local Safety Member).

13.2 Military Service Credit

The City shall provide for military service pursuant to the provisions of Government Code Section 21024, formerly Section 20930.3, and Section 20930.33, at the employee's expense.

13.3 PERS Fourth Level Of 1959 Survivor Benefits

The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

13.4 PERS 3% At Age 50 Retirement for Employees Hired on or before December 31, 2012

On July 21, 2000, the City made application to PERS to provide PERS California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

13.5 PERS Benefits for Employees hired on or after January 1, 2013

(a) The City shall amend its CalPERS contract to eliminate sick leave conversion and the enhanced survivor benefits for all employees hired on or after August 16, 2013, the effective date of the contract amendment.

(b) Employees with Reciprocity: Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3% @ 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).

(c) Employees without Reciprocity: Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% @ 57 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% @ 57 as determined by CalPERS.

13.6 Uniform Allowance

(a) Employees in this unit shall receive as additional annual compensation, a uniform allowance in the amount of nine hundred fifty dollars ($950.00).

Payment shall be made in two equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

(b) Protective Vests. The City shall provide safety protective vest and annual testing by lot number.

13.7 P.O.S.T. Incentive Pay

(a) The City will pay three percent (3%) of the top salary step in rank for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the top salary step in rank for employees who attain an Advanced P.O.S.T. Certificate.

(b) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

13.8 Longevity Increment Pay for Police Officer for Grandfathered Employees Only

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated. Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011 their Longevity Increment Pay shall be reduced by five percent (5%) and shall remain frozen at that level, and no additional increments shall be earned, as described herein.

(a) For those members who as of July 31, 2011 were receiving five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 those members shall no longer receive longevity increment pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(b) For those members who as of July 31, 2011 were receiving seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay two percent (2%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(c) For those members who as of July 31, 2011 were receiving twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the

Stockton Police Department, effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(d) For those members who as of July 31, 2011 were receiving fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(e) For those members who as of July 31, 2011 were receiving nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

(f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contributions to PERS.

(g) **Effective July 1, 2012, Section 13.8(a) through (f) are modified as follows:**

Employees who are receiving Longevity Pay as described above shall have their Longevity pay reduced an additional four percent (4%) effective July 1, 2012, except that individuals whose 2011 reduction of the following amounts (Reductions of Longevity pay, elimination of Master Officer Pay, elimination of Educational Incentive and payment of employees PERS contribution) was twenty-two percent (22%) shall have their Longevity amount reduced by one percent (1%). The longevity increment pay shall remain frozen at this level and no additional increments shall be earned nor shall additional persons qualify for this pay.

13.9 Longevity Increment Pay For Police Sergeant

The five percent (5%) Longevity Pay received by Sergeants is frozen effective July 1, 2012, and no additional persons shall qualify for this pay.

13.10 Canine Handler Compensation

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1½) time. Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

13.11 Motorcycle Officer Compensation

Effective the first full pay period after the effective date of this contract, employees assigned motorcycle responsibilities shall be paid a maximum of four and one-quarter (4.25) hours per month, at the rate of one and one-half (1½) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax, and generally maintain their assigned motorcycles.

13.12 Explosive Ordinance Disposal (EOD) Compensation

Unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1½) time.

13.13 SWAT Compensation

Effective the first full pay period after the effective date of this contract, unit members assigned to SWAT shall be paid a maximum of four and one-quarter (4.25) hours per month at the rate of one and one-half (1½) time.

13.14 Field Training Officer Compensation

The pay for unit members assigned as a Field Training Officer shall be five percent (5%) of the top salary step of rank.

13.15 Bilingual Pay

The pay for qualified and approved bilingual skills will be two and one-half percent (2.5%) of the top salary step of rank.

To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department. The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

13.16 Acting Pay

Any employee who is assigned by proper authority to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive that rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.17 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in the Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

13.18 Flight Pay Differential

(a) Effective first full pay period following adoption, employees assigned to the Aero Detail as pilots shall receive a ten percent (10%) differential.

(b) Employees assigned to the Aero Detail as observers shall receive sufficient flight instruction to enable them to land safely in an emergency.

(c) The City shall provide employees assigned to the Aero Detail with suitable protective flight equipment, including but not limited to:

(1) One (1) Flight Helmet

(2) One (1) Nomex Flight Suit

(3) One (1) Pair of Nomex Gloves

13.19 Mobile Command POST

Effective the first full pay period after the effective date of this contract, employees assigned to the Mobile Command Post Team who maintain a Class A License shall be paid an additional one (1) hour per month, at the rate of one and one-half (1½) time. Compensation shall be for the time spent by officers on their off-duty time to maintain their Class A license.

13.20 Lapse of Certification

An employee receiving an add pay under Section 13 of this MOU, whose certification lapses, will not be eligible for the add pay and will be subject to

reassignment. Reinstatement of the add pay will commence upon recertification.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request to meet and confer on any changes that are within mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that are related to the implementation of the Affordable Care Act (ACA).

14.1 Health Insurance And Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. up to $697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. up to $1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. up to $1,685.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

a. up to $711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. up to $1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. up to $1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

a. up to $725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. up to $1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. up to $1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre-tax premium conversion.

(c) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2 Retiree Medical Trust

The City will cooperate with the SPOA to amend the documents related to the SPOA Retiree Medical Trust ("RMT") to reflect that the City relinquishes all of its right to designate any trustees under the RMT and any and all rights, obligations, or responsibility under the RMT so that only the SPOA designated Trustees will administer the RMT.

The City has no objection to the transfer of all current assets in the RMT to another trust (the "Receiving Trust") selected by the SPOA designated RMT Trustees so long as the Receiving Trust agrees to hold those assets for the exclusive benefit of eligible retirees. Further, the SPOA and the City agree that the transfer of assets will be contingent on the SPOA and Receiving Trustees agreeing that on and after the transfer of the assets of the RMT to the Receiving Trust (i) the City's only obligation with respect to such Receiving Trust will be to make any agreed upon contributions to the Receiving Trust, and (ii) the SPOA and the Receiving Trustees further agree that on and after the transfer of the assets of the RMT to the Receiving Trust, to indemnify and hold harmless the City and the City designated trustees from any claim whatsoever by the SPOA, any unit member, or any beneficiary of the Receiving Trust with respect to the Receiving Trust. Such claims include, but are not limited to, (i) any claim for benefits under the Receiving Trust or any plan funded by the Receiving Trust, (ii) any claim regarding the administration of, or fiduciary duties under, the Receiving Trust, (iii) any claim regarding the tax treatment of contributions to the Receiving Trust (so long as the City complies with applicable federal law and guidance from the Internal Revenue Service), and (iv) any claim regarding the terms of the Receiving Trust or selection of trustees.

The City's obligation to contribute to the RMT has ceased. However, in the event that the Association’s membership votes to approve member contributions to the Receiving Trust, the City agrees to deduct those contributions (and any required administrative fees charged by third parties) from members’ paychecks. Nothing herein commits the City to paying any portion of any future contribution.

14.3 Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees may purchase additional voluntary life through their union or through the City’s IRS 125 vendor.

14.4 Long Term Disability Insurance

The City shall reduce the base pay of employees in this unit by twenty dollars ($20.00) per month and instead shall provide to each bargaining unit member twenty dollars ($20.00) per month for the purpose of purchasing Long Term Disability Insurance. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 15. SALARY PLAN

15.1 Salary

(a) Cost of Living Adjustment (COLA)

(1) Effective July 1, 2022, employees will receive a nine point eight percent (9.8%) increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment). Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.

(2) Effective July 1, 2023, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(b) Lump Sum Payment

Each employee who was employed in the bargaining unit as of July 1, 2023 will receive a $5,000 lump sum nonpensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

15.2 Salary Ranges

The salary ranges for all classifications in the aforementioned representation unit will be as set forth in Appendix A, which are attached hereto and made a part hereof. The rates of pay set forth in the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices unless the schedule specifically indicates otherwise.

15.3 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary step for a new employee entering the classified service shall be the minimum salary step for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary step for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.4 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.5 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999

There shall be six (6) salary steps for the classification of Police Sergeant and Police Officer. Eligible employees will be moved to the next step every twelve (12) months. Any reference in this Memorandum of Understanding to a different schedule for step increase shall be adjusted accordingly. In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

All step references below are to the salary schedule for the Police Officer classification. Non-Sworn Police Officer Trainees are hired at the rate identified in the single step salary classification for Police Officer Trainee.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Police Officer.

The second salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the first salary step and upon the written recommendation of the department head.

The third salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fourth salary step and upon the recommendation of the department head.

The sixth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fifth salary step and upon the recommendation of the department head.

Regardless of an employee's length of service, salary step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step 3 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

If a department head recommends to withhold salary increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.6 Salary Step Plan – Non-Sworn Police Officer Trainee Status

An employee with the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the Police Officer Trainee salary range. Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at Step 1 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

15.7 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.8 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.9 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) but in no case less than four percent (4%) above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which they are demoted, and the specific rate of pay within the range shall be final.

15.10 Salary On Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation unless there has been an increase within the salary range.

15.11 Special Assignment Differential

(a) All Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and are assigned to schedules that regularly observe holidays off shall receive a “Special Assignment” differential equal to five percent (5%) of the employee’s current base pay. This pay is in exchange for the elimination of extra holiday compensation for these positions.

(b) While not all-inclusive, examples of those special assignments wherein the Special Assignment Differential would apply include positions within the Investigations Division, Administrative Services Division, Technical Services Division, Special Operations Division, Traffic Section, and Professional Standards Section. The primary qualifying factor for Special Assignment Differential is that the special assignment is one in which the assigned personnel generally observe all holidays off, as the section/unit

"closes" on holidays. These can generally be described as "non-patrol" assignments.

15.12 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

SECTION 16. RESIDENCY

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach City Hall within forty-five (45) minutes.

SECTION 17. SEVERABILITY OF PROVISIONS

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 18. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

SECTION 19. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 20. DURATION

All provisions of this Memorandum of Understanding shall be effective July 1, 2022, and shall remain in full force and effect to and including the 30th day of June, 2025.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 21. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of negotiations necessary to conclude a successor Agreement to this Memorandum of Understanding, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this Section. The City may take other action which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 22. CITY RIGHTS

(a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the Memorandum of Understanding. All matters not specifically addressed in this Memorandum of Understanding are reserved to the City.

(b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding.

(c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this Memorandum of Understanding. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

SECTION 23. CONDITIONAL AGREEMENT RE: PLAN SUPPORT AND TREATMENT OF CLAIMS

(a) Confirmation of Plan. The City agrees to use its best efforts to obtain confirmation of, and to implement, a plan of adjustment ("Plan") that is consistent with the terms of this Memorandum of Understanding, or as applicable, its successor Memorandum of Understanding. All of the provisions of this Article except 2(c) shall be null and void in the event that the Plan contemplated by this Agreement is not confirmed and does not become effective.

(b) SPOA's Claims. SPOA alleges that its members have claims in the bankruptcy case against the City relating to the City's modification of its 2009 Memorandum of Understanding ("2009 MOU"), pursuant to Declarations of Fiscal Emergency beginning on or about May 26, 2010 and continuing in effect thereafter, and in connection with the treatment of the claims of SPOA and its members under the Pendency Plan (collectively, the "Claims"), and that, in the aggregate, the Claims exceed thirteen million dollars ($13,000,000). The City disputes the Claims and contends that the Claims would not be allowed in the chapter 9 case. It further asserts that, if the Claims were allowed, they would be allowed in an amount aggregating less than thirteen million dollars ($13,000,000).

In consideration of resolving the above differences and agreement on the Memorandum of Understanding, the City agrees that the Claims shall be provided for in the Plan as follows:

(1) The Claims will be deemed allowed in the chapter 9 case in the aggregate amount of eight million, five hundred thousand dollars ($8,500,000) (the "Allowed Claims"). In consideration for the reduction in the amount of the Claims, SPOA members employed during fiscal year 2010-2011 and/or 2011-2012 shall be credited, upon final approval of the Memorandum of Understanding by the Parties and, if necessary, by the Bankruptcy Court, twenty-two (22) additional hours of paid leave in fiscal year 2012-2013. These additional hours of paid leave shall have no cash value and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. Only those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who were still current employees upon the effective date of this Agreement shall be entitled to this treatment.

(2) The Allowed Claims shall be satisfied under the Plan by the City by crediting SPOA members employed during fiscal year 2010-2011 and/or 2011-2012, eleven (11) additional paid leave hours in the fiscal year of approval of the Plan and eleven (11) additional paid leave hours in the

fiscal year after approval of the Plan. This benefit shall only apply to those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who are current employees as of the date the Plan is approved by the Bankruptcy Court. The total additional paid leave per SPOA member under paragraphs 2(a) and 2(b) of this article shall equal forty-four (44) hours. These additional paid leave hours shall have no cash value, and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. It is understood that the provision of these hours shall be the sole compensation for the Claims of SPOA and its members. The additional twenty-two (22) hours additional paid leave credit contained in this paragraph 2(b) shall be contingent upon confirmation of the Plan and on the Plan becoming effective.

(3) Notwithstanding the foregoing, in the event that the Plan is not confirmed and does not become effective, the Claims shall not be allowed as specified herein, and both SPOA and the City agree that the Claims will be considered unresolved, with each Party reserving the right to assert or contest the Claims; provided, however, that the monetary equivalent of any paid leave hours taken pursuant to this Article shall serve as a credit against the Claims.

(c) Implementation of 2012-2014 SPOA Memorandum of Understanding. The City shall include in its proposed Plan provisions that give effect to and comport with the terms of this Agreement.

(d) Plan Support. SPOA agrees to use its best efforts to support the Plan, the provisions of which include the treatment of the Claims as described above, and which are consistent with the terms of the Memorandum of Understanding. SPOA's support for the Plan shall include statements in papers filed in the Bankruptcy Court and in appearances by its counsel in Bankruptcy Court. SPOA shall use its best efforts to cause its members to vote to approve the Plan, to withdraw any proofs of claim they have filed which are inconsistent with the Memorandum of Understanding and not object to, or otherwise commence any proceeding against, or take any other action opposing any of the terms of the Memorandum of Understanding, the Plan or any disclosure statement filed in connection with the Plan. At the City's request, such support may also include the execution by SPOA of an agreement to recommend that its members vote in favor of the Plan.

(e) Further Assurances. The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the

agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

(f) Release of Claims. Except for the Parties' respective obligations stated in the Memorandum of Understanding, SPOA, on behalf of all employees in its bargaining unit, and the City hereby release and discharge each other, and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, and each of them, from and against any and all defenses, claims, demands, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, which either of them may now or hereafter have against the other in any way related to the Claims and or Litigation Claims (as such term is defined below). This release shall include, but is not limited to, within thirty (30) days of approval of the Plan, dismissing with prejudice litigation and cross litigation claims ("Litigation Claims") pertaining to San Joaquin County Superior Court case number 39-2010-00245197-CU-WM-STK, San Joaquin Superior Court Case number 39-2010-00253803 and Third Appellate District appellate case numbers C070347 and C068723. These cases shall remain stayed until the occurrence of the effective date of the Plan or the dismissal of the chapter 9 case. The Parties agree to waive any and all claims for attorneys' fees or costs associated with the Litigation Claims.

The Parties, and each of them, hereby waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties, and each of them, understand that if the facts with respect to which this release is given turn out to be different from the facts now known or believed by either of them to be true, each of them expressly assumes the risk of the facts turning out to be different, and agrees that this release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

This release shall be binding upon and inure to the benefit of the Parties and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, including but not limited to all bargaining unit employees, and each of them.

This release shall not apply to any pending disciplinary cases, or grievances

pertaining to those disciplinary cases, but shall apply to any lawsuits filed related to those disciplinary cases.

(g) Resolution of Dispute regarding the Property at 1132 N. Country Club Rd., Stockton, CA ("the Property"). City agrees to waive SPOA's obligation to sell the Property identified in Memorandum of Understanding Section 23(g), contingent on dismissal of all pending litigation pursuant to Section 23(f). SPOA shall continue renting the Property to third parties. No SPOA member, family member, agent or person within SPOA's control shall apply to rent the Property.

(1) In renting the Property, SPOA shall utilize a licensed third party rental agent not affiliated with SPOA or its agents.

(2) SPOA shall sell the Property not later than November 1, 2015, unless this provision is waived in writing by the City.

(3) The Property shall be maintained in its present state and SPOA shall exercise its best efforts to ensure that its tenants not interfere with the City Manager's quiet enjoyment of their home.

(4) SPOA shall not seek to change the use of the Property as a single family residence (maximum two unrelated adults, or two adults and two children).

(5) Notwithstanding the effective date and expiration date of the Memorandum of Understanding, this section (g)(1) shall be effective November 1, 2012, and shall apply to the SPOA's current efforts to lease the Property. It shall expire upon the sale of the Property, unless otherwise agreed by the Parties.

(h) No Admissions. Except to acknowledge responsibility to perform the terms of this Article or to enforce those terms, the Parties agree that nothing contained in this Article or any action taken or the failure to take any action pursuant to this Article ever is to be construed as an admission or evidence tending to establish the validity of either Party's claims, including the initial Claims.

(i) Rules of Construction. The Parties agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Article, since both Parties have reviewed it with counsel of their respective choice. Otherwise, this Article shall be governed by and interpreted in accordance with the law of the State of California and the Bankruptcy Code.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 24. CONCLUSIVENESS

(a) The specific provisions contained in the Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures, and practices wherever there is a direct conflict between previous written policies and practices and a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolutions shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.

(b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.

(c) This Agreement may be altered, changes, added to, deleted from, or modified only through the voluntary consent of the City and the Association in a written and signed amendment to this Agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Police Officer	6,055.40	6,366.58	6,694.48	7,037.52	7,400.36	7,779.88
COLA and MA year 1 (9.8%)	593.44	623.92	656.06	689.68	725.24	762.44
Year 1 - Monthly Salary	6,648.84	6,990.50	7,350.54	7,727.20	8,125.60	8,542.32
COLA and MA year 2 (4%)	265.96	279.62	294.02	309.08	325.04	341.68
Year 2 - Monthly Salary	6,914.80	7,270.12	7,644.56	8,036.28	8,450.64	8,884.00
COLA and MA year 3 (4%)	276.60	290.82	305.78	321.46	338.02	355.36
Year 3 - Monthly Salary	7,191.40	7,560.94	7,950.34	8,357.74	8,788.66	9,239.36
Police Officer Recruit	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
Police Officer Trainee	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
Police Sergeant	7,159.02	7,527.88	7,913.48	8,320.32	8,748.40	9,197.74
COLA and MA year 1 (9.8%)	701.56	737.74	775.52	815.40	857.34	901.38
Year 1 - Monthly Salary	7,860.58	8,265.62	8,689.00	9,135.72	9,605.74	10,099.12
COLA and MA year 2 (4%)	314.42	330.62	347.56	365.42	384.22	403.96
Year 2 - Monthly Salary	8,175.00	8,596.24	9,036.56	9,501.14	9,989.96	10,503.08
COLA and MA year 3 (4%)	327.02	343.86	361.46	380.06	399.60	420.14
Year 3 - Monthly Salary	8,502.02	8,940.10	9,398.02	9,881.20	10,389.56	10,923.22

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____ and by an affirmative vote of the Stockton City Council on _____. The SPOA and the City of Stockton have hereto executed this Memorandum of Understanding this ____day of _____, 2022.

For the City of Stockton:

_____
HARRY BLACK
City Manager

_____
ROSEMARY RIVAS
Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION, City Attorney

By:

_____
MARCI A. ARREDONDO
Deputy City Attorney

By:

_____
BURKE DUNPHY
Negotiator for the City

ATTEST:

_____
ELIZA GARZA
City Clerk

For the Stockton Police Officers Association:

_____
PATRICK HIGH
President

_____
JEREMIAH SKAGGS
Vice-President

_____
MARK BARTLEY
Negotiator for Association

CITY OF STOCKTON

POLICE MANAGEMENT UNIT
MEMORANDUM OF UNDERSTANDING

PREAMBLE

The Stockton Police Management Association and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2022, through June 30, 2025. This agreement shall supersede all other existing agreements on these matters set forth herein.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

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POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

Section 1. Recognition

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Management Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Service Management Unit, certified pursuant to Resolution No. 38,738, adopted by the City Council on November 23, 1981.

1.3 Reopener

The Association agrees to meet at the City's request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational, or staffing changes that are a result of efficiency measures during the term of this agreement.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866, the City will deduct the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notification will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period

in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier if possible.

(c) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union**.**

2.2 Use of City Facilities

The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Association shall give notice to the department head or their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and, when made, shall continue until revoked by the Chief.

City buildings and other facilities may be made available for use by City employees or the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.3 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to the adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures

as are required. At the earliest practicable date thereafter, the Association shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representative designated by the City Manager.

2.4 Attendance at Meetings by Employees

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City Management representatives where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for release time shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every 120 days for all bargaining unit members.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 3. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion (creed), national origin (ancestry), military or veterans status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

The Association shall cooperate with the City to achieve the objectives of Equal Employment Opportunity as defined by Federal and State regulations.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 4. PROBATION

4.1 Promotional Appointments

Promotional appointments in this Unit, except Deputy Chief of Police, shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.2 Probationer Advanced to Higher Rank

Any promotional probationary Police Management employee who is advanced to a higher classification, or is appointed to the rank of Chief of Police or Deputy Chief of Police, shall receive credit toward their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

4.3 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effective and stating that the retention of such employee in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the City Charter XXXII, section 9, Civil Service Ordinance and Civil Service Rules.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 5. LAYOFF

5.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

5.3 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.4 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories:

(a) Extra help
(b) Provisional
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to continuous service in class, plus all higher classes, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service.

(c) Time worked in a regular or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee who has the least seniority in that classification. Employees who exercise this option shall be placed on an eligibility list for reinstatement to the higher classification for a period of five (5) years. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Stockton, shall be reinstated to the higher classification before any new promotions can be made to that classification.

If the change as listed above requires Civil Service approval, the Association and the City agrees to not object to this change in the duration of the reemployment list.

If the employee is in a probationary status in the higher classification, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

5.6 Health and Welfare Benefits During Layoff

Regular status employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 6. REEMPLOYMENT

6.1 Reemployment

When an employee in the classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily and whose position is abolished, is laid off due to lack of funds or on an authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list as follows:

(a) Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution as needed.

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

An employee who waives reemployment to a fulltime position three (3) times shall have their name removed from this reemployment list unless mutually agreed to by the Department and employee.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to appeal such action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) working days of written notification of the action. (Such filing will foreclose use of the grievance procedure).

(c) File a grievance as provided for in Section 8.5 within ten (10) working days of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within ten (10) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule, or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

The Director of Human Resources shall have twenty (20) working days in which to investigate the issues and respond to the appeal. No grievance,

except for the resolution of compensation complaints, may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

(c) Step 3 - City Manager Review. Within ten (10) calendar days of the receipt of the Step 2 response, the grievance may be appealed to the City Manager or their designee. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant, and if the complainant is not the Association, to meet also with the officials of the Association, and to settle the grievance or to make recommendations to the City Manager. A written response to the appeal will be provided within thirty (30) calendar days of the date of appeal.

(d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 3, or if the City Manager fails to respond within the time limit, the matter may, within ten (10) working days, be referred to an arbitrator mutually selected by the parties, or if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State Conciliation Service. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in section 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor

any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources, in pursuance of the procedures outlined above, or the City Manager, in pursuance of the provisions outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of Management and if they find that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any right to which an employee may be administered in a manner that would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees represented by the Association shall be processed under this section. If the City Charter requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such

option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 9. LEAVES

9.1 Vacation

(a) Vacation Allowance. All employees in this unit shall accrue vacation leave with pay in accordance with the following schedule (employees shall accrue vacation leave on a twice monthly basis):

Less than 1½ years continuous employment ..... 120 hours/year
After 1½ years up to 7 1/2 years..... …… 148 hours/year
After 7½ years up to 15 years..... 188 hours/year
After 15 years up to 25 years..... 229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

(b) Vacation Carryover Allowance. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not reduce their balance below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue is as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

(c) Vacation Allowance for Separated Employees. An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation.

9.2 Sick Leave

(a) Accrual. All regular status employees, except provisional, temporary, and part-time employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

For the purpose of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, legal dependent, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for their request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness will be required by the department head.

The Police Chief may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave while on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) was hospitalized during the period for which sick leave is claimed, or

(2) received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

(h) CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

(i) Sick Leave Retention Benefit. After subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and

(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3 Other Leaves With Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to the employee's accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel time is required to attend the funeral. For the purposes of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee

as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

(b) Court Appearance. Upon approval by the department head, an employee, other than a provisional, part-time, or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

Said absence from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Jury duty or witness duty appearances shall be considered in terms of actual hours spent from arrival time until the time released from Court. If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.

Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is not a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

(c) Court Appearance Pay while in Off Duty Status. When an employee is required by proper authority to appear in court during off-duty hours, said employee shall receive compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at the appropriate rate, whichever is greater.

(d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of Reserve Corps or Force of the Federal Military, Naval or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served their minimum probationary period of twelve (12) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into the Military Service not having served the minimum probationary period of twelve (12) months, or having served the minimum probationary period of twelve (12) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) Management Time Leave. The City shall provide forty (40) hours of paid-management time leave each fiscal year. The management leave of forty (40) hours may not carry over from fiscal year to fiscal year, be used for sell-back purposes, or paid for any unused management leave upon separation of City employment.

9.4 Workers' Compensation Leave

Whenever any member of this unit is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall become entitled, regardless of their period of service with the City, to a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year, or until such earlier date as they are retired on permanent disability pension.

If injury is claimed to be job related, or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement, otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.

(a) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City, unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. The City shall furnish the association the appropriate form for distribution. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted.

The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final. Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except those employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay, under the provisions of this Section.

An appointing authority may grant leave of absence without pay for personal reasons, up to a maximum of twelve (12) months, with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the department head and the City Manager, describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be canceled by the department at any time.

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9.7 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department or City Manager, or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

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SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9-hour work days Monday through Thursday, an 8-hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the Police Chief and/or City Manager may institute alternate work schedules, consistent with provisions of the State Law.

SPMA will meet and confer with the City on any proposed changes in work schedule.

10.2 Meal Periods

Phase shift employees normally receive a one-half (½) hour meal with pay each day.

Other Police Service Management Unit employees will normally receive a one (1) hour meal period without pay.

10.3 Work Furloughs

The existing furlough hours will be placed in a furlough bank. The furlough bank may be carried over from one fiscal year to the next. There shall be no cash value provided for any furlough hours.

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SECTION 11. OVERTIME

11.1 Eligibility

Police Management employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned positions with the following exceptions:

(a) When assigned to cover the shift of another employee in a comparable position.

(b) When assigned to work due to an emergency situation as required by their department.

(c) When assigned to work on special projects, events, and/or critical incidents as required by the department.

(d) For any hours worked as a result of exceptions (a) through (c), extra hours shall only be compensated at overtime rates if that employee works more than forty (40) hours within the same workweek. It is understood that, notwithstanding the additional compensation provided under this section, all employees in the bargaining unit are FLSA exempt.

(e) For the purposes of subsection (d), furlough hours taken, holiday hours taken, observed holidays when the City is closed, bereavement leave, jury duty leave, and sick leave, shall be considered as time worked. Vacation leave, or other time taken as compensated time off not specifically identified above shall not be considered as time worked.

11.2 Authorization

The Chief of Police must personally approve any overtime pay for Police Management Unit employees.

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SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City

(a) Effective upon the first full pay period following ratification for this Memorandum of Understanding by Stockton Police Management Association and approval by the City Council on its regular Agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this Section. The City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday .....(Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday.....(Third Monday in February)
(5) Cesar Chavez' Day..(March 31 - Floating for Non-Patrol Lieutenants)
(6) Memorial Day .....(Last Monday in May)
(7) Independence Day .....(July 4)
(8) Labor Day .....(First Monday in September)
(9) Columbus Day.....(Second Monday in October)
(10) Veteran's Day..... (November 11)
(11) (Thanksgiving..... (Fourth Thursday in November)
(12) Day following Thanksgiving..... (Fourth Friday in November)
(13) Christmas Day..... (December 25)
(14) Birthday Holiday

(b) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

(c) For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(d) For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the proceeding Friday shall be

observed.

For employees in the Police Department on a ten (10) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

12.2 Holiday Compensation

(a) Captains. Captains shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays.

When the Police Department Administrative offices are closed on a regularly scheduled work day, Captains shall use the appropriate number of hours from their personal leave time to take the day off. However, at the sole discretion of the Chief or designee, Captains may be scheduled to work on a day when the Police Department Administrative offices are closed. In the event a Captain is scheduled to work on a day when the Police Department Administrative offices are closed, they will not be required to use vacation leave and will be paid for actual hours worked at straight time.

(b) Non-Patrol Lieutenants. Non-Patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and observe City Holidays shall be entitled to take each holiday off with full pay for any one (1) holiday listed in 12.1 above. FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

(c) Patrol Assignments. Police Lieutenants assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. If Police Lieutenants work on a holiday, actual hours worked will be paid at time and one half (1½) for the work shift.

These members who are permitted to take a holiday off that falls on a regularly schedule work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

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SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

(a) Public Employees' Retirement System (PERS). For Classic Members, the City shall contribute an amount equal to nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

(b) PERS Contribution. Classic Members shall continue to pay nine percent (9%) toward the employer contribution of PERS. This section shall not be construed to permit employees to receive a "double" EPMC benefit, as employees already receive the EPMC benefit pursuant to section 13.1(d).

Effective July 1, 2016, all employees (regardless of status under the PEPRA) shall pay an additional three percent (3%) toward the employer contribution of PERS. For example, Classic Members will pay a total of twelve percent (12%) (nine percent (9%) plus three percent (3%)). The parties recognize that this contribution satisfies the provision of California Government Code 20516.5(b).

(c) As soon as practicable, the City will modify its contract with CalPERS to provide for a twelve percent (12%) additional Member Contribution over and above Normal Contribution for classic members and a three percent (3%) additional Member Contribution over and above Normal Contribution for PEPRA members. Upon completion of the contract amendment process (including employee vote), the additional payment in Section 13.1(b) shall cease.

(d) Employer Paid Member Contribution Converted to Pay Rate During the Final Compensation Period. The City will make application to PERS to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Pay Rate during the Final Compensation Period) as an additional PERS benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board. At the beginning of employee's last year of employment, the employee will pay their employees' nine percent (9%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same nine percent (9%) for the last twelve (12) months

of employment. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with PERS California Government Code section 20692.

(e) Military Service Credit. The City will provide military service credit pursuant to the provisions of California Government Code section 21024, formerly Section 20930.3 at the employee's expense.

(f) Credit for Unused Sick Leave. The City will provide PERS California Government Code section 20965 (Credit for Unused Sick Leave) as added PERS benefits.

(g) Fourth Level of 1959 Survivor Benefits. The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the added PERS Administrative Board.

(h) Service Retirement Plan Formula for Employees Hired on or before July 1, 2012**.** The City's service retirement contract with PERS for safety members of this unit hired on or before July 1, 2012 is 3% at Age 50.

(i) Service Retirement Plan Formula for Unit Employees Hired on or after August 16, 2013. The City contracted with PERS to provide a new second tier retirement program for persons hired on or after August 16, 2013 and employees hired after that date will receive only those optional benefits as provided for in that tier. Such employees shall pay nine percent (9%) of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

(j) PERS Benefits for Employees hired on or after January 1, 2013.

(1) Employees with Reciprocity. Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered classic employees by PERS AB340, shall be subject to the PERS pension formula of 3% at 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).

(2) Employees without Reciprocity. Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% at 57 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% at 57 as determined by CalPERS.

13.2 Uniform Allowance

Effective July 1, 2016, employees in this unit shall receive as annual compensation, a uniform allowance in the amount of twelve hundred dollars ($1,200.00).

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.3 Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle an employee in this unit will be reimbursed for actual mileage at the current rate established for other employees.

13.4 Police Vehicles

Members of SPMA shall be assigned a police vehicle due to the need for emergency response and command status at all times. This vehicle shall be taken home at night, with the manager maintaining radio contact and monitoring radio traffic until parked. The take-home radius shall be the same distance as the alternative work site radius (sixty (60) miles for out-of-town training) measured from the central point of the City.

13.5 Communication Devices

Members of SPMA shall be provided a communication device that will work as a cell phone, connect to the internet, and have the ability for two-way and group electronic communication with other police management, the communication center, and other emergency management personnel throughout the City in an appropriately encrypted manner.

13.6 Certificate Incentive Pay

(a) The City shall pay six percent (6%) of the top step in rank for employees

who attain a P.O.S.T. Supervisory Certificate.

(b) The City shall pay an additional five percent (5%) for a total of eleven percent (11%) of top salary step in rank for employees who attain a P.O.S.T. Management Certificate or higher, upon completion of two (2) continuous years of service in rank and upon completion of a management course.

13.7 Longevity Increment Pay

(a) Effective July 1, 2012, the longevity increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:

(1) The City shall pay three-quarters of one percent (.75%) of top salary step in rank for longevity pay, upon completion of twelve (12) years of continuous service as a public safety member of the Stockton Police Department.

(2) The City shall pay an additional one and three-quarters percent (1.75%) for a total of two and one-half percent (2.5%), upon completion of eighteen (18) years of continuous service as a public safety member of the Stockton Police Department.

(3) The City shall pay an additional two percent (2%) for a total of four and one-half percent (4.5%), upon completion of twenty-four (24) years of continuous service as a public safety member of the Stockton Police Department.

(4) Members of the bargaining unit promoting from the SPOA bargaining unit will be placed at the level of longevity appropriate to their years of service.

(5) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contribution from PERS.

13.8 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the

compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

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SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

14.1 Health Insurance and Related Benefits

(a) Health and Welfare Benefits. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any City sponsored health the plan that the City shall offer to regular status employees. Each plan shall offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Toward the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. The City shall contribute up to $697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,685.00 per month toward

the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

a. The City shall contribute up to $711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

a. The City shall contribute up to $725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. The City shall contribute up to $1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. The City shall contribute up to $1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected

Plan.

Benefits in the Plan shall be in accordance with the Plan document.

(e) The City will keep SPMA informed as to changes to actuarial methods employed by its actuary which materially affect the rates, and permit the opportunity for SPMA to discuss such changes. SPMA will meet and confer with the City mid-term regarding further plan changes.

(f) If legally permissible, the City agrees to make Medicare contributions for employees hired in 1985 to 1986 who are not currently covered by Medicare, provided that such payments shall be on a going forward basis only, and such unit members shall be required to pay the employee matching contribution to Medicare. To the extent legally permissible, Unit members may contribute to Medicare to purchase credit retroactively provided such unit members do so at their own expense, including both the employee and employer share. The City entered into a Section 218 Medicare-Only Agreement with the Social Security Administration for this purpose, with an effective date of August 1, 2014.

14.2 Life Insurance

Each employee in this unit will receive group life insurance coverage paid for by the City of Stockton equal to a value of fifty thousand dollars ($50,000). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

14.3 Long Term Disability Insurance

The City will contribute the existing premium amount (currently $24.50 per month) for each employee in this unit to purchase long term disability benefits through their association.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 15. SALARY PLAN

15.1 Salary

(a) Cost of Living Adjustment (COLA)

(1) Effective July 1, 2022, employees will receive a ten percent (10%) increase to base pay (comprised of a 2% COLA and a 8% Market Adjustment).

(2) Effective July 1, 2023, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(b) Lump Sum Payment

Each employee who we employed in the bargaining unit as of January 1, 2024 will receive a $5,000 lump sum non-pensionable bonus (subject to applicable withholdings) to be paid by the second scheduled payday in the same month.

15.2 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.3 Salary Step After Military Leave

All employees who have been granted military leave, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.4 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.5 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the employee's current base salary, except that the next step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.6 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation unless there has been an increase within the salary range.

15.7 Acting Pay

Any employee who is assigned, in writing, to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

15.8 Special Assignment Pay

The City Manager may approve additional compensation in an amount up to but not to exceed ninety percent (90%) of the department head's salary when an employee is assigned, in writing, by the department head and with the approval of

the City Manager, to perform additional duties and responsibilities for the duration of the special assignment.

15.9 Management Incentive Pay – Special Assignment Differential

Effective July 1, 2014, due to the unique nature of their job, non-patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are assigned to schedules that regularly observe holidays off shall receive a Management Incentive Pay/"Special Assignment" differential equal to five percent (5%) of the employee's current base pay.

While not all-inclusive, examples of these Lieutenant assignments where Management Incentive Pay would apply include non-patrol positions with the Professional Standards Section Commander, Chief of Staff to the Office of Chief of Police, Traffic Section Commander, Strategic Operations Section Commander, Crimes versus Person/Property Section Commander, Special Investigations Section Commander, Personnel Section Commander, Training Section Commander.

15.10 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.11 Salary Step Advancement

Unit members will be required to serve six (6) months at each applicable salary step before advancing to the next step.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by the court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees to not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this section. The City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this section has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

SECTION 21. BANKRUPTCY

Stockton Police Management Association (hereinafter "SPMA"), which is defined for the purposes of this section as including without limitation Stockton Police Management Association's members, bargaining unit members, officials, attorneys, and affiliates, agrees that this Memorandum of Understanding shall supersede the terms of all prior Memorandums of Understanding, side letters, and any other agreements between the parties as to the subjects covered herein. SPMA further agrees that it has entered into this agreement voluntarily, and that it shall file no claims in the City's bankruptcy case based upon the terms of any agreements that precede this Memorandum of Understanding, or based upon the negotiated terms of this agreement. Nothing herein shall limit claims based up violation of this agreement.

SPMA further agrees that it will not oppose the City's eligibility for chapter 9 relief. SPMA agrees to support any plan of adjustment the provisions of which, as to SPMA, are consistent with this Memorandum of Understanding.

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Police Captain	11,314.50	11,893.82	12,503.18	13,144.00	13,817.72	14,524.34
COLA and MA year 1 (10%)	1,131.46	1,189.38	1,250.30	1,314.40	1,381.78	1,452.42
Year 1 - Monthly Salary	12,445.96	13,083.20	13,753.48	14,458.40	15,199.50	15,976.76
COLA and MA year 2 (4%)	497.84	523.34	550.16	578.32	607.96	639.08
Year 2 - Monthly Salary	12,943.80	13,606.54	14,303.64	15,036.72	15,807.46	16,615.84
COLA and MA year 3 (4%)	517.74	544.24	572.14	601.48	632.30	664.64
Year 3 - Monthly Salary	13,461.54	14,150.78	14,875.78	15,638.20	16,439.76	17,280.48
Police Lieutenant	9,806.86	10,310.34	10,838.18	11,393.18	11,976.78	12,590.42
COLA and MA year 1 (10%)	980.70	1,031.06	1,083.84	1,139.32	1,197.68	1,259.04
Year 1 - Monthly Salary	10,787.56	11,341.40	11,922.02	12,532.50	13,174.46	13,849.46
COLA and MA year 2 (4%)	431.50	453.64	476.86	501.30	526.98	553.98
Year 2 - Monthly Salary	11,219.06	11,795.04	12,398.88	13,033.80	13,701.44	14,403.44
COLA and MA year 3 (4%)	448.76	471.80	495.96	521.36	548.04	576.14
Year 3 - Monthly Salary	11,667.82	12,266.84	12,894.84	13,555.16	14,249.48	14,979.58

POLICE MANAGEMENT UNIT SUCCESSOR MOU
TERM: July 1, 2022 – June 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____, and by an affirmative vote of the Stockton City Council on _____.The parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2022.

Stockton Police Management Association

_____
Timothy Swails
President

_____
Kyle Pierce
Vice President

Approved as to form:
Goyette & Associates, Inc.

By:

_____
Rafael Ruano
Labor Representative for Association

City of Stockton

_____
Harry Black
City Manager

_____
Rosemary Rivas
Interim Director of Human Resources

Approved as to form:
Lori M. Asuncion, City Attorney

By:

_____
Marci A. Arredondo
Deputy City Attorney

By:

_____
Burke Dunphy
Negotiator for the City

ATTEST:

_____
Eliza Garza
City Clerk

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (Government Code sections 3500 3511) (“MMBA”) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2022 and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

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FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit (“Fire Unit”), certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 2. UNION RIGHTS

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Union Membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866 the City will deduct the monthly Union membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

(7) Deduction notifications will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period

processing constraints. The City will make every effort to process earlier if possible.

(c) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 Use of City Facilities

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3 Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate

changes to the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance at Meetings By Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every one-hundred and twenty (120) days for all bargaining unit members.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

3.2 Concerted Labor Activity

(a) Employees covered by this Memorandum of Understanding will have the right to join and to participate in the activities of the Union for purposes of representation under the MMBA, and will also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum of Understanding have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal for protected concerted labor activity, under the MMBA.

(c) Peaceful Performance of Memorandum of Understanding. Employees are free from participating in protected activities or refraining from protected activities. Employees covered in this Memorandum of Understanding shall not engage in concerted activity in violation of the MMBA.

SECTION 4. PROBATION

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to their position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

All original entrance sworn positions shall be subject to a probationary period of eighteen (18) months. The probationary period for entrance sworn positions shall not be extended.

4.3 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of their position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Community Services
(8) Economic Development
(9) Fire Department
(10) Human Resources Department
(11) Information Technology Department
(12) Municipal Utilities Department
(13) Police Department
(14) Public Works Department

5.2 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories, as listed in ascending order:

(a) Extra Help
(b) Provisional

(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(c) Time worked in a regular status or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.4 Employee Options

Employees laid off shall have the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

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SECTION 6. REEMPLOYMENT

When an employee in the classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or they are on an authorized leave of absence and are ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.

As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(a) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or only for a period of two (2) years from the date of separation due to the layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection (b) are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means “last laid off, first rehired.” An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the Department and employee.

If the above listed changes require Civil Service approval, the Association agrees to not object to the changes in duration of reemployment lists consistent with this section.

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the Civil Service Commission Rules and Regulations, and any applicable provisions of law are followed. Such provisions allow the employee discharged, suspended, demoted, or reduced in pay to file an appeal to the Civil Service Commission for such disciplinary action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the disciplinary action. Such filing will foreclose the use of the grievance procedure.

(c) File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

If the employee fails to do (b) or (c) above, within the prescribed time frames, those rights will have been waived.

Lesser forms of disciplinary actions such as written reprimands and transfers for purposes of punishment that do not involve loss of pay may be appealed in accordance with the Fire Department's "Fire Fighters Procedural Bill of Rights (FBOR) Informal Discipline Appeal Procedure."

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, business days include City of Stockton Office Hours according to the City-Wide calendar published each year.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

(c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a

statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

(d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints alleging that the City is not compensating employees in accordance with the provisions of this Memorandum of Understanding shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter or Civil Service Rules and Regulations, nor shall it be administered in a manner that would abrogate any power which, under the City Charter, or Civil Service Rules and Regulations may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in units represented by the Union shall be processed under this section. If the City Charter or Civil Service Rules and Regulations require that another option be available to the employee, no action under Section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 8.3(d), above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1 Vacation Leave

(a) Accrued Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40-hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56-hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Employees shall accrue vacation on a twice-monthly basis.

(1) The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

(c) Longevity Vacation Allowance

(1) This program is eliminated as of July 1, 2011. Employees with accrued longevity vacation allowance balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(d) Scheduling

(1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with their management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

a. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at

no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 Sick Leave

(a) Accrual. All regular status employees on a forty (40) hour workweek schedule, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, and part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of

their absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation leave provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

(h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800

hours on the day prior to their next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

(i) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.

(j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2,080) hours of unused sick leave not otherwise compensated for in (k) below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit, in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.

(k) Sick Leave Retention Benefit. After subtracting the equivalent of one (1) full year of service credit two thousand and eighty (2080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at fifty percent (50%) of its cash value.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon their request, be granted up to three (3) days bereavement leave with pay and without charge to their accumulated sick leave or vacation leave. The City Manager may grant an additional two (2) days bereavement leave upon request, which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this section, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to three (3) days leave upon request, which shall be charged against the employee's accumulated sick leave credits.

(b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence

from duty for appearance in court for jury service, in obedience to a subpoena, or by direction of proper authority in accordance with the following provisions:

(1) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

(2) Attendance at court or at a deposition while in an on-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

(3) Other absences from duty for attendance at court or at depositions shall be without pay.

(4) On-duty employees shall return to work immediately upon release from court.

(5) Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

(6) For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

(c) Maternity Leave. Time off of work for pregnancy, childbirth, and related medical conditions will be covered as required by State and Federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

(d) Military Leave. An employee of the City who is a member of the National

Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary status employee having served their minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief and the City Manager to grant regular status to said employee before induction.

All probationary status employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months or having served the minimum probationary period of eighteen (18) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

Two (2) or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, provided they are physically fit, as above specified.

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall become entitled, regardless of their period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as they are retired on permanent disability pension.

If the injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence.

The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

(a) Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(b) Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non-job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period.

(d) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with State workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay that exceed thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leaves of Absence Without Pay

(a) Purpose and Length. Only employees occupying positions on a regular status basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave has been used and shall be substantiated by a physician's statement.

(b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief’s representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

(a) Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1 Fair Labor Standards Act (FLSA) Agreement

(a) "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

(b) "Day shift employees" means Fire Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.). "Day shift employees" also includes firefighters and fire recruits assigned to the fire training academy.

(c) 24-hour Shift Employees.

(1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate for hours worked in excess of one hundred and eighty-two (182) hours in a 24 day work period.

(2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

(d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

(e) Hours worked shall include all actual time worked. Bereavement Leave, Jury Duty Leave, Industrial Illness or Injury Leave (4850) taken within the work period when 4850 leave begins or ends, and Sick Leave shall also count as actual time worked. Vacation leave or other time taken as compensated time off shall not be considered as actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only.

(f) Notwithstanding subparagraph "e" above, effective as soon as administratively possible but no later than the second full pay period following adoption of this agreement by the City Council, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value

of this modification is approximately thirty-five one-hundredths percent (0.35%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

(g) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

(h) Training Time. The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

(i) Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

(j) Continuing Education for Paramedics. Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.

(k) Conflict Resolution. The City and the Union will cooperate with each other to promptly resolve any disagreement that may arise during the term of this Memorandum of Understanding regarding compliance with the FLSA. Any dispute involving the interpretation or application of the FLSA may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral will be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The

City Manager will designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

(l) Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour workweek and overtime shall be paid in accordance with 11.1(d) above (this will not include FLSA pay based on a 56-hour workweek as a Paramedic add pay be due).

11.2 Compensatory Time

(a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or in excess of their normal work schedule.

(b) Use. Such compensatory time must be taken during the same work period in which it is earned in accordance with Section 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that they are unable to take accrued compensatory time during the same work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-½) depending upon the number of hours worked by the employee during the work period consistent with Section 11.1 above.

(c) Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

SECTION 12. HOLIDAYS

(a) Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Fire Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1) New Year's Day ..... (January 1)
(2) Martin Luther King's Birthday ..... (Third Monday in January)
(3) Lincoln's Birthday ..... (Second Monday in February)
(4) Washington's Birthday ..... (Third Monday in February)
(5) Cesar Chavez Day ..... (March 31 - FLOATING)
(6) Memorial Day ..... (Last Monday in May)
(7) Independence Day ..... (July 4)
(8) Labor Day ..... (First Monday in September)
(9) Columbus Day ..... (Second Monday in October)
(10) Veterans' Day ..... (November 11)
(11) Thanksgiving ..... (Fourth Thursday in November)
(12) The day following Thanksgiving ..... (Fourth Friday in November)
(13) Christmas Day ..... (December 25)
(14) Birthday Holiday

(b) Effective July 1, 2021, 0.41% will be added to the suppression classifications on the salary schedule for the Birthday Holiday.

(c) Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in Sections 13.12 and 13.14 will be increased by 6.34%.

(d) Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays.

For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(e) For positions that observe holidays, in order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

(f) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday

holiday to be taken within sixty (60) calendar days beginning on the day of the employee's birthday.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

(a) The City shall continue providing bargaining unit employees hired on or before December 28, 2012 with the California Public Employees' Retirement System (CalPERS) 3% at 50 local safety pension formula based on the single highest year.

(b) Additional CalPERS Benefits.

(1) The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to 2,080 hours (Government Code Section 20965), Survivor Benefit Level 4 (Government Code Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Persons at the employees' expense (Government Code Sections 21024 and 21027).

(2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this Memorandum of Understanding.

(c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law toward the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

(d) EPMC Payrate Conversion. The City will cease paying the nine percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays their nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code section 20692. Instead of applying these section 20692 provisions each pay period, employees may select the option for a one-time retroactive application at the time of their retirement for the entire twelve month period prior to the effective date of retirement. Employees who wish to select this option, shall indicate this

on the City's EPMC Authorization form provided by Human Resources.

(e) CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's Nine Percent (9%) CalPERS Contribution. Employees hired on or before December 28, 2012 agree to continue sharing the cost of the CalPERS 3% at 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employee's share of retirement contribution, thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible, consistent with CalPERS regulations, to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012 and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013 who qualify as "classic" members, with the CalPERS 3% at 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefit and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013, without reciprocity (i.e., "new" members) the CalPERS 2.7% at 57 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees without reciprocity shall continue contributing fifty percent (50%) of the "normal" cost as determined by CalPERS on a pre-tax basis for the pension benefit

and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.4 Education Incentive Pay

(a) Employees who satisfy the educational and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of rank for sworn Fire Unit employees.

(b) Employees who satisfy the educational and service requirements for an advanced education certification shall receive five percent (5%) of the top step rank for sworn Fire Unit employees.

13.5 HAZ/MAT Assignment

The City shall pay five percent (5%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twenty-one (21) employees. The Fire Chief or their designee shall ensure that employees with HAZ/MAT certification are assigned to back fill vacancies on the HAZ/MAT response team due to events such as vacation or sick leave and that such employees receive the five percent (5%) temporary add pay while working the vacant assignment.

13.6 Emergency Medical Technician Certification

It is the policy of the Stockton Fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one (1) year of commencement of employment and maintain that certification throughout their career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one (1) attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt or

the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have eighteen (18) months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one (1) pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen (18) month "correction period" or (2) fails to obtain EAR certification within thirty (30) days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding grievance procedures.

13.7 Paramedic Certification

(a) The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

(1) Paramedic Firefighter Step I: Six percent (6%) above top step of current applicable rank.

(2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.

(3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.

(4) Paramedic Engineer: Six percent (6%) above Engineer top step.

(5) Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.

13.8 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars ($950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10 Acting Pay

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.11 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.12 Deputy Fire Marshal Series

(a) Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:

(1) Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step

(2) Deputy Fire Marshal II: Five percent (5%) above Firefighter top step

(3) Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step

(4) Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step

(5) Fire Captain (FM III): Ten percent (10%) above Fire Captain top step

13.13 Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.14 Administrative Positions

(a) Administrative Captain. Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.

(b) Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

(c) Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33%, so this rate is not increasing.

13.15 Longevity Pay

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011, who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional eight and three-quarters percent (8.75%) of top step pay for their classification. Effective July 1, 2016, the City agrees to continue the Tier Two longevity pay for the eligible members at the 8.75% rate, rather than the previously negotiated rate of four and three-quarters (4.75%) based on the association's agreement in prior Memoranda of Understanding to redirect City HRA contributions to buy back this benefit.

13.16 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance, and maintain the wellness and fitness of members of the Department. The

program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

(a) Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements.

(b) Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

(c) All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

(d) The Union and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

13.17 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

13.18 Lapse of Certification

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, whose certification lapses will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.

14.1 Health Insurance and Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one and Employee plus two or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for Medical, Dental, and Vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. Up to $697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, the City shall contribute the following:

a. Up to $711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, the City shall contribute the following:

a. Up to $725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2 Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City’s IRS 125 vendor.

14.3 Long Term Disability Insurance

The City shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union's responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.4 Retiree Medical Trust

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Unit members to be contributed to the Trust.

The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Within two pay periods following receipt of written notification from the Union of its entry into the Trust, but no sooner than March 1, 2023, eligible regular status employees covered by this Agreement shall contribute to the Trust an amount equal to a uniform flat dollar amount per month for each month of employment, which the employer shall deduct through a payroll deduction. This contribution amount shall be included in the above-referenced notice to the City. Individuals who attain regular status in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust. There shall be no employee election or option to take the contribution amount in cash. The Union has the right to alter the amount of salary deduction during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Union's bylaws and applicable laws. The Union shall provide written notice to the City of any such changes, which will be implemented no later than the second full pay period following receipt of said notice.

The City shall not charge the Union or Fire Unit members for any administrative costs associated with the enrollment of employees in the Trust or for payroll deductions and the transmittal of employee contributions to the Trust, or for any other City actions required by this Section. The Union shall be responsible to pay the Trust for any administrative costs arising between the Union and the Trust from the enrollment of the Union and the Fire Unit members in the Trust.

The Union agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

Participation in the Trust shall be the complete and sole responsibility of the union. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Union with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise. The Salary Schedule on the City of Stockton's Human Resources Site shall provide salary rates for the classifications in the Fire Unit.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4 Salary Step Plan-Sworn Ranks

(a) There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

(b) The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

(c) If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least

four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

(d) The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

(e) The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.

(f) The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.

(g) The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.

(h) The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.

(i) The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step and upon the written recommendation of the department head.

(j) The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step and upon the written recommendation of the department head.

(k) The ninth step shall be paid upon the satisfactory completion of six (6) months of service at the eighth step and upon the written recommendation of the department head.

(l) As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary range.

(m) Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

(n) Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.

(o) Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.5 Salary Step After Military Leave

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.6 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit’s salary after promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.8 Salary on Reinstatement

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the

time of their separation unless there has been an increase within the salary range.

15.9 Salary Adjustments

(a) Effective July 1, 2022, all bargaining unit classifications will receive a nine point six five percent (9.65%) increase to base pay (comprised of a two percent (2%) COLA and a seven point six five percent (7.65%) Market Adjustment).

(b) Effective July 1, 2023, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

(c) Effective July 1, 2024, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

15.10 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.11 Lump Sum Payment

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand ($5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2025.

SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing), against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has engaged in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.

(d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

APPENDIX A: City of Stockton's New Medical Response Squad

At such time when the department is sufficiently staffed to allow for the staffing of a Medical Response Squad, without incurring additional mandatory overtime within the department, the parties agree to reopen negotiations solely for the purpose of meeting and conferring over any negotiable impacts associated with adding a new Medical Response Squad.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

APPENDIX B. COLA and Market Adjustments

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps								
	1	2	3	4	5	6	7	8	9
Fire Captain	7,257.16	7,630.30	8,021.79	8,434.05	8,867.15	9,323.48	-	-	-
COLA and MA year 1 (9.65%)	700.32	736.32	774.10	813.89	855.68	899.72	-	-	-
Year 1 - Monthly Salary	7,957.48	8,366.62	8,795.89	9,247.94	9,722.83	10,223.20	-	-	-
COLA and MA year 2 (4%)	318.30	334.66	351.84	369.92	388.91	408.93	-	-	-
Year 2 - Monthly Salary	8,275.77	8,701.29	9,147.73	9,617.85	10,111.74	10,632.12	-	-	-
COLA and MA year 3 (4%)	331.03	348.05	365.91	384.71	404.47	425.28	-	-	-
Year 3 - Monthly Salary	8,606.81	9,049.34	9,513.64	10,002.57	10,516.21	11,057.41	-	-	-
Fire Captain - Admin	6,839.34	7,191.06	7,560.07	7,948.68	8,356.90	8,787.04	-	-	-
COLA and MA year 1 (9.65%)	660.00	693.94	729.55	767.05	806.44	847.95	-	-	-
Year 1 - Monthly Salary	7,499.34	7,885.00	8,289.62	8,715.73	9,163.34	9,634.99	-	-	-
COLA and MA year 2 (4%)	299.97	315.40	331.58	348.63	366.53	385.40	-	-	-
Year 2 - Monthly Salary	7,799.31	8,200.40	8,621.20	9,064.36	9,529.87	10,020.39	-	-	-
COLA and MA year 3 (4%)	311.97	328.02	344.85	362.57	381.19	400.82	-	-	-
Year 3 - Monthly Salary	8,111.28	8,528.41	8,966.05	9,426.93	9,911.07	10,421.20	-	-	-
Fire Captain (22 years)	7,892.16	8,297.95	8,723.68	9,172.04	9,643.02	10,139.28	-	-	-
COLA and MA year 1 (9.65%)	761.59	800.75	841.84	885.10	930.55	978.44	-	-	-
Year 1 - Monthly Salary	8,653.75	9,098.70	9,565.52	10,057.14	10,573.57	11,117.72	-	-	-
COLA and MA year 2 (4%)	346.15	363.95	382.62	402.29	422.94	444.71	-	-	-
Year 2 - Monthly Salary	8,999.90	9,462.65	9,948.14	10,459.43	10,996.51	11,562.43	-	-	-
COLA and MA year 3 (4%)	360.00	378.51	397.93	418.38	439.86	462.50	-	-	-
Year 3 - Monthly Salary	9,359.90	9,841.16	10,346.06	10,877.80	11,436.37	12,024.93	-	-	-
Fire Captain (22 years) - Admin	7,437.78	7,820.28	8,221.59	8,644.18	9,088.13	9,555.90	-	-	-
COLA and MA year 1 (9.65%)	717.75	754.66	793.38	834.16	877.00	922.14	-	-	-
Year 1 - Monthly Salary	8,155.53	8,574.94	9,014.97	9,478.34	9,965.13	10,478.04	-	-	-
COLA and MA year 2 (4%)	326.22	343.00	360.60	379.13	398.61	419.12	-	-	-
Year 2 - Monthly Salary	8,481.75	8,917.93	9,375.57	9,857.48	10,363.74	10,897.17	-	-	-
COLA and MA year 3 (4%)	339.27	356.72	375.02	394.30	414.55	435.89	-	-	-
Year 3 - Monthly Salary	8,821.02	9,274.65	9,750.60	10,251.78	10,778.29	11,333.05	-	-	-

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

Fire Fighter	4,772.67	5,018.13	5,276.35	5,547.28	5,833.26	6,133.15	6,448.09	6,779.23	7,127.75
COLA and MA year 1 (9.65%)	460.56	484.25	509.17	535.31	562.91	591.85	622.24	654.20	687.83
Year 1 - Monthly Salary	5,233.23	5,502.38	5,785.52	6,082.59	6,396.17	6,725.00	7,070.33	7,433.43	7,815.58
COLA and MA year 2 (4%)	209.33	220.10	231.42	243.30	255.85	269.00	282.81	297.34	312.62
Year 2 - Monthly Salary	5,442.56	5,722.47	6,016.94	6,325.90	6,652.02	6,994.00	7,353.14	7,730.76	8,128.20
COLA and MA year 3 (4%)	217.70	228.90	240.68	253.04	266.08	279.76	294.13	309.23	325.13
Year 3 - Monthly Salary	5,660.26	5,951.37	6,257.62	6,578.93	6,918.10	7,273.76	7,647.27	8,039.99	8,453.33
Fire Fighter - Admin	4,497.55	4,728.93	4,972.30	5,227.68	5,497.26	5,779.93	6,076.79	6,388.91	6,717.41
COLA and MA year 1 (9.65%)	434.01	456.34	479.83	504.47	530.49	557.76	586.41	616.53	648.23
Year 1 - Monthly Salary	4,931.56	5,185.27	5,452.13	5,732.15	6,027.75	6,337.69	6,663.20	7,005.44	7,365.64
COLA and MA year 2 (4%)	197.26	207.41	218.09	229.29	241.11	253.51	266.53	280.22	294.63
Year 2 - Monthly Salary	5,128.83	5,392.68	5,670.21	5,961.44	6,268.86	6,591.20	6,929.73	7,285.66	7,660.27
COLA and MA year 3 (4%)	205.15	215.71	226.81	238.46	250.75	263.65	277.19	291.43	306.41
Year 3 - Monthly Salary	5,333.98	5,608.39	5,897.02	6,199.89	6,519.61	6,854.85	7,206.92	7,577.08	7,966.68
Fire Fighter (22 years)	5,457.22	5,738.03	6,032.67	6,343.68	6,669.81	7,012.30	7,372.41	7,751.42	-
COLA and MA year 1 (9.65%)	526.62	553.72	582.15	612.17	643.64	676.69	711.44	748.01	-
Year 1 - Monthly Salary	5,983.84	6,291.75	6,614.82	6,955.85	7,313.45	7,688.99	8,083.85	8,499.43	-
COLA and MA year 2 (4%)	239.35	251.67	264.59	278.23	292.54	307.56	323.35	339.98	-
Year 2 - Monthly Salary	6,223.20	6,543.42	6,879.42	7,234.08	7,605.98	7,996.55	8,407.20	8,839.41	-
COLA and MA year 3 (4%)	248.93	261.74	275.18	289.36	304.24	319.86	336.29	353.58	-
Year 3 - Monthly Salary	6,472.12	6,805.16	7,154.59	7,523.44	7,910.22	8,316.41	8,743.49	9,192.99	-
Fire Fighter (22 years) - Admin	5,142.71	5,407.38	5,684.42	5,978.27	6,285.68	6,608.51	6,947.94	7,305.18	-
COLA and MA year 1 (9.65%)	496.27	521.81	548.55	576.90	606.57	637.72	670.48	704.95	-
Year 1 - Monthly Salary	5,638.98	5,929.19	6,232.97	6,555.17	6,892.25	7,246.23	7,618.42	8,010.13	-
COLA and MA year 2 (4%)	225.56	237.17	249.32	262.21	275.69	289.85	304.74	320.41	-
Year 2 - Monthly Salary	5,864.54	6,166.36	6,482.29	6,817.38	7,167.94	7,536.08	7,923.15	8,330.54	-
COLA and MA year 3 (4%)	234.58	246.65	259.29	272.70	286.72	301.44	316.93	333.22	-
Year 3 - Monthly Salary	6,099.12	6,413.01	6,741.58	7,090.08	7,454.66	7,837.52	8,240.08	8,663.76	-
Fire Fighter Engineer	6,355.55	6,681.67	7,026.03	7,386.21	7,765.86	8,164.98	-	-	-
COLA and MA year 1 (9.65%)	613.31	644.78	678.01	712.77	749.41	787.92	-	-	-
Year 1 - Monthly Salary	6,968.86	7,326.45	7,704.04	8,098.98	8,515.27	8,952.90	-	-	-
COLA and MA year 2 (4%)	278.75	293.06	308.16	323.96	340.61	358.12	-	-	-
Year 2 - Monthly Salary	7,247.61	7,619.51	8,012.20	8,422.94	8,855.88	9,311.02	-	-	-
COLA and MA year 3 (4%)	289.90	304.78	320.49	336.92	354.24	372.44	-	-	-
Year 3 - Monthly Salary	7,537.52	7,924.29	8,332.69	8,759.86	9,210.11	9,683.46	-	-	-

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

Fire Fighter Engineer - Admin	5,989.48	6,296.89	6,621.48	6,960.99	7,318.84	7,694.81	-	-	-
COLA and MA year 1 (9.65%)	577.98	607.65	638.97	671.74	706.27	742.55	-	-	-
Year 1 - Monthly Salary	6,567.46	6,904.54	7,260.45	7,632.73	8,025.11	8,437.36	-	-	-
COLA and MA year 2 (4%)	262.70	276.18	290.42	305.31	321.00	337.49	-	-	-
Year 2 - Monthly Salary	6,830.16	7,180.72	7,550.87	7,938.03	8,346.11	8,774.85	-	-	-
COLA and MA year 3 (4%)	273.21	287.23	302.03	317.52	333.84	350.99	-	-	-
Year 3 - Monthly Salary	7,103.37	7,467.95	7,852.91	8,255.56	8,679.96	9,125.85	-	-	-
Fire Fighter Engineer (22 years)	6,911.65	7,266.30	7,640.82	8,032.50	8,445.37	8,879.42	-	-	-
COLA and MA year 1 (9.65%)	666.97	701.20	737.34	775.14	814.98	856.86	-	-	-
Year 1 - Monthly Salary	7,578.62	7,967.50	8,378.16	8,807.64	9,260.35	9,736.28	-	-	-
COLA and MA year 2 (4%)	303.14	318.70	335.13	352.31	370.41	389.45	-	-	-
Year 2 - Monthly Salary	7,881.77	8,286.20	8,713.29	9,159.94	9,630.76	10,125.74	-	-	-
COLA and MA year 3 (4%)	315.27	331.45	348.53	366.40	385.23	405.03	-	-	-
Year 3 - Monthly Salary	8,197.04	8,617.65	9,061.82	9,526.34	10,015.99	10,530.76	-	-	-
Fire Fighter Engineer (22 years) - Admin	6,513.56	6,847.87	7,200.86	7,570.07	7,959.23	8,368.11	-	-	-
COLA and MA year 1 (9.65%)	628.56	660.82	694.88	730.51	768.07	807.52	-	-	-
Year 1 - Monthly Salary	7,142.12	7,508.69	7,895.74	8,300.58	8,727.30	9,175.63	-	-	-
COLA and MA year 2 (4%)	285.68	300.35	315.83	332.02	349.09	367.03	-	-	-
Year 2 - Monthly Salary	7,427.80	7,809.04	8,211.57	8,632.61	9,076.39	9,542.66	-	-	-
COLA and MA year 3 (4%)	297.11	312.36	328.46	345.30	363.06	381.71	-	-	-
Year 3 - Monthly Salary	7,724.92	8,121.40	8,540.04	8,977.91	9,439.44	9,924.36	-	-	-
Fire Fighter Trainee	4,772.67	-	-	-	-	-	-	-	-
COLA and MA year 1 (9.65%)	460.56	-	-	-	-	-	-	-	-
Year 1 - Monthly Salary	5,233.23	-	-	-	-	-	-	-	-
COLA and MA year 2 (4%)	209.33	-	-	-	-	-	-	-	-
Year 2 - Monthly Salary	5,442.56	-	-	-	-	-	-	-	-
COLA and MA year 3 (4%)	217.70	-	-	-	-	-	-	-	-
Year 3 - Monthly Salary	5,660.26	-	-	-	-	-	-	-	-

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the _____ day of_____, 2022 and by an affirmative vote of the Stockton City Council on _____. The parties hereto have executed this Memorandum of Understanding this _____day of _____,2022 .

STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL UNION 456, International Association of Fire Fighters

_____
MARIO GARDEA
President

_____
MICAH MORI
Fire Unit Representative

_____
SCOTT WATKINS
Fire Unit Representative

Approved as to form:
RAINS LUCIA STERN, PC

By:

_____
TIMOTHY TALBOT
Attorney for the Association

City of Stockton

_____
HARRY BLACK
City Manager

_____
ROSEMARY RIVAS
Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION, City Attorney

By:

_____
MARCI A. ARREDONDO
Deputy City Attorney

By:

_____
BURKE DUNPHY
Negotiator for the City

ATTEST:

_____
ELIZA GARZA
City Clerk

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

CITY OF STOCKTON

FIRE SERVICES MANAGEMENT UNIT MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms of conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3511) ("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours and other terms and conditions of employment for the period commencing July 1, 2022, and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

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FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Union Recognition

Pursuant to Resolution No. 36,011, adopted by the Stockton City Council on February 14, 1979, Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, is the recognized employee organization representing the Fire Services Management Unit, hereafter referred to as the “Union.”

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

SECTION 2. UNION SECURITY

2.1 Union Membership Dues and Payroll Deductions

(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Union membership dues deductions.

(b) As certified in writing by the Union to the City in a manner consistent with the requirement of (SB) 866, the City will deduct the monthly Union membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees, and pay such amounts to the union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence of terms of the authorization.

(7) Deduction notifications will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier

if possible.

(a) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2 Use of City Facilities

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and, when made, shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3 Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with

the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance at Meetings by Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.

2.5 New Hire Employee Orientation and Information Requirements

(a) In accordance with the Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of the new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

(1) Name;
(2) Job title;
(3) Department;
(4) Work location;
(5) Personal cellular telephone numbers, including work and home;
(6) Personal email addresses as provided by new hire employee; and
(7) Home address.

The above information shall be updated and provided to the Union at least every one-hundred and twenty (120) days for all bargaining unit members.

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SECTION 3. NON-DISCRIMINATION/EQUAL EMPLOYMENT

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

SECTION 4. PROBATION

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of their position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Community Services
(8) Economic Development
(9) Fire Department
(10) Human Resources Department
(11) Information Technology Department
(12) Municipal Utilities Department
(13) Police Department
(14) Public Works Department

5.2 Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3 Precedence by Employment Status

No regular status employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such regular status employee. The order of layoff among employees not having regular status shall be according to the following categories, as listed in ascending order:

(a) Extra Help

(b) Provisional
(c) Temporary
(d) Probationary

Layoffs shall be by job classification according to the length of time served in that class, except as specified above. For the purpose of this procedure, part time classes shall be considered separate from, and shall be laid off prior to, regular full-time classes. The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(c) Time worked in a regular status or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees were subsequently hired.

5.4 Employee Options

Employees laid off shall have the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

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SECTION 6. REEMPLOYMENT

When an employee in the classified service, whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily, is laid off due to lack of funds or their position is abolished or they are on an authorized leave of absence and are ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list. Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(a) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee was demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or for a period of two (2) years from the date of separation due to layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means “last laid off, first rehired.” An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the Department and the employee.

If the changes listed above require Civil Service approval, the Association agrees to not object to these changes in the duration of reemployment lists consistent with this section.

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the Civil Service Commission Rules and Regulations, and any applicable provisions of law are followed. Such provisions allow the employee discharged, suspended, demoted, or reduced in pay to file an appeal to the Civil Service Commission for such disciplinary action. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the disciplinary action. Such filing will foreclose the use of the grievance procedure.

(c) File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

If the employee fails to do (b) or (c) above within the prescribed time frames, those rights will have been waived.

Lesser forms of disciplinary actions, such as written reprimands and transfers for purposes of punishment that do not involve loss of pay, may be appealed in accordance with the Fire Department's "Fire Fighters Procedural Bill of Rights (FBOR) Informal Discipline Appeal Procedure."

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which results from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City's business days/hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

(c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in

writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

(d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the

arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints alleging that the City is not compensating employees in accordance with the provisions of this Memorandum of Understanding shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter or Civil Service Rules and Regulations, nor shall it be administered in a manner that would abrogate any power which, under the City Charter or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in units represented by the Union shall be processed under this section. If the City Charter or Civil Service Rules and Regulations requires that another option be available to the employee, no action under Section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 8.3(d), above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

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SECTION 9. LEAVES

9.1 Vacation Leave

(a) Accrued Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40-hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56-hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

Employees shall accrue vacation leave on a per pay period basis.

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation leave until they are below the caps listed here. No vacation leave may be added to sick leave balances.

(1) The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

(c) Longevity Vacation Allowance

(1) This program is eliminated as of July 1, 2011. Employees with accrued longevity vacation allowance balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(d) Scheduling

(1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with their management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

a. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled continuously and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each.

b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation leave shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 Sick Leave

(a) Accrual. All regular status employees on a forty (40) hour workweek schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, and part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular status employees, except provisional, temporary, and part time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage. Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

(e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation leave provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

(i) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.

(j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2080) hours of unused sick leave not otherwise compensated for in (k) below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.

(k) Sick Leave Retention Benefit. After subtracting the equivalent of one (1) full year of service credit (2080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at fifty percent (50%) of its cash value to separating employees after July 1, 2015.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon their request, be granted up to three (3) days bereavement leave with pay and without charge to their accumulated sick leave or vacation leave. The City Manager may grant an additional two (2) days bereavement leave upon request, which shall be charged against the employee's accumulated sick leave in cases where extensive travel is required to attend the funeral. For the purposes of this section, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner,

mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to three (3) days leave upon request, which shall be charged against the employee's accumulated sick leave.

(b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court for jury service, in obedience to a subpoena, or by direction of proper authority in accordance with the following provisions:

(1) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

(2) On-duty employees shall return to work immediately upon release from court.

(3) Absences from duty will be without pay when the employee appears in private litigation to which the City is not a party.

(4) Notwithstanding the foregoing, attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, shall not be considered in terms of actual hours spent performing those duties and paid as hours worked.

(c) Maternity Leave. Time off from work for pregnancy, childbirth, and related medical conditions will be covered as required by State and Federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

(d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

All regular status employees in the service of the City who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

Two (2) or more regular employees granted military leave of absence without pay from the same position shall be re-employed according to their seniority of employment, provided they are physically fit, as above specified.

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of, and in the course of, their duties, the employee shall become entitled, regardless of their period of service with the City, to a leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as they are retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

(a) Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(b) Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non-job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800 hours on the day prior to their next scheduled duty period.

(d) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with State workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leaves of absences as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay that exceed thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights,

based on length of employment. Periods of time during which an employee is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leaves of Absence without Pay

(a) Purpose and Length. Only employees occupying positions on a regular status basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job related, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave has been used and shall be substantiated by a physician's statement.

(b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

(a) Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

Except in cases of conflagration, flood, or similar emergency, the basic workweek of any member of this unit shall not be more than fifty-six (56) hours per week, averaged over a twelve (12) week period. All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Employees in this unit will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1 Overtime Authorization

All compensable overtime must be authorized by the department head or their designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

11.2 Fair Labor Standards Act (FLSA) Agreement

(a) "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

(b) "Day shift employees" means Fire Management Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.).

(c) 24-hour Shift Employees.

(1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate for hours worked in excess of one-hundred and eighty-two (182) hours in a 24 day work period.

(2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

(d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

(e) Hours worked shall include all actual time worked. Sick Leave, Bereavement Leave, Industrial Illness or Injury Leave (4850) taken within the work period 4850 leave begins or ends, and Jury Duty Leave shall also count as actual time worked. Vacation Leave, or other time taken as compensated time off shall not be considered as actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only.

11.3 Compensatory Time

(a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to, or in excess of, their normal work schedule.

(b) Use. Such compensatory time must be taken during the work period in which it is earned and will be credited in accordance with Section 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that they are unable to take accrued compensatory time during the work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-½) depending upon the number of hours worked by the employee during the work period consistent with Section 11.1 above.

(c) Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.4 Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

(a) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

(b) Training Time. The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
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SECTION 12. HOLIDAYS

(a) Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Fire Management Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1)	New Years Day	(January 1)
(2)	Martin Luther King's Birthday	(Third Monday in January)
(3)	Lincoln's Birthday	(Second Monday in February)
(4)	Washington's Birthday	(Third Monday in February)
(5)	Cesar Chavez Day	(March 31-FLOATING)
(6)	Memorial Day	(Last Monday in May)
(7)	Independence Day	(July 4)
(8)	Labor Day	(First Monday in September)
(9)	Columbus Day	(Second Monday in October)
(10)	Veterans' Day	(November 11)
(11)	Thanksgiving	(Fourth Thursday in November)
(12)	The day following Thanksgiving	(Fourth Friday in November)
(13)	Christmas Day	(December 25)
(14)	Birthday Holiday	

(b) Effective July 1, 2021, 0.41% will be added to the suppression classifications on the salary schedule for the Birthday Holiday.

(c) Effective August 1, 2011, the differential for Administrative Positions in this unit in Section 13.12 will be increased by 6.34%.

(d) Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays.

For positions that observe holidays, the FLOATING holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

(e) For positions that observe holidays, in order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

(f) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday

holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

(a) The City shall continue providing bargaining unit employees hired on or before December 28, 2012 with the California Public Employees' Retirement System (CalPERS) 3% at 50 local safety pension formula based on the single highest year.

(b) Additional CalPERS Benefits.

(1) The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to 2,080 hours (Government Codes Section 20965), Survivor Benefit Level 4 (Government Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Person at the employees' expense (Government Code Sections 21024 and 21027).

(2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this Memorandum of Understanding.

(c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law toward the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

(d) EPMC Payrate Conversion. The City will cease paying the nice percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays their nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code section 20692. Instead of applying these section 20692 provisions each pay period, employees may select the option for a one-time retroactive application at the time of their retirement for the entire twelve month period prior to the effective

date of retirement. Employees who wish to select this option, shall indicate this on the City's EPMC Authorization form provided by Human Resources.

(e) CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's Nine Percent (9%) CalPERS Contribution. Employees hired on or before December 28, 2012, agree to continue sharing the cost of the CalPERS 3% at 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than the nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employees share of retirement contribution thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with CalPERS regulations to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees Hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012 and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013 who qualify as classic members with the CalPERS 3% at 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefits and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1(e) above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013 without reciprocity (i.e., "new" members) the CalPERS 2.7% at 57 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements.

Employees without reciprocity shall continue contributing fifty percent (50%) of the "normal cost" as determined by CalPERS on a pre-tax basis for the pension benefit and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.4 Uniform Allowance

Effective after adoption of this Memorandum of Understanding, employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars ($950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.5 Education Incentive Pay

(a) Employees who satisfy the education and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of the employee's rank.

(b) Employees who satisfy the education and service requirements for an advanced education certification shall receive five percent (5%) of the top step of the employee's rank.

13.6 Emergency Medical Technician Certification

Employees in this unit shall be responsible for maintaining EMT certification.

It is the policy of the Stockton Fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician (EMT) certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout their career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include

the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt or the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have eighteen (18) months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen (18) month "correction period" or (2) fails to obtain EAR certification within thirty (30) days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the grievance procedures.

13.7 Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle, employees in this unit will be reimbursed for actual mileage at the current rate established by the City.

13.8 Longevity Pay

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one-quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional one point six three percent (1.63%) of top step pay for their classification.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10 Specialty Assignment Pay

Battalion Chiefs assigned to a forty (40)-hour workweek will receive additional compensation of thirteen point three three percent (13.33%) above their regular rates of pay. The duration of any such assignment shall be at the sole discretion of the Fire Chief. Note: The FLSA rate was three point three three percent (3.33%) so this rate is not increasing.

13.11 Acting Pay

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.12 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee's travel time.

13.13 Paramedic Certificate Pay

(a) The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3%) of top salary step of rank.

(b) Continuing Education for Paramedics. Upon prior approval of the Fire Chief, the City will compensate members of the Fire Management unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.

(c) Administrative Captains that maintain a paramedic license and are assigned by the Chief to work on the line as a paramedic shall receive paramedic

incentive pay.

(d) Administrative Firefighters and Administrative Engineers that maintain a paramedic license and are able to work on the line as a paramedic shall receive paramedic incentive pay.

13.14 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance, and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

(a) Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations, and daily physical training requirements.

(b) Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

(c) All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

(d) Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

13.15 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Memorandum of Understanding is outside the City's control.

13.16 Lapse of Certification

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, whose certification lapses, will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.

14.1 Health Insurance and Related Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one (1) and Employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.

(b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution Towards the Cost of Insurance Programs.

(1) Effective July 1, 2022, the City shall contribute the following:

a. Up to $697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

a. Up to $711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

a. Up to $725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

c. Up to $1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular status part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision, and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2. Long Term Disability Insurance

The City shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.3. Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 vendor.

14.4. Retiree Medical Trust

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Management Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Management Unit members to be contributed to the Trust.

The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Within two pay periods following receipt of written notification from the Union of its entry into the Trust, but no sooner than March 1, 2023, eligible regular status employees covered by this Agreement shall contribute to the Trust an amount equal to a uniform flat dollar amount per month for each month of employment, which the employer shall deduct through a payroll deduction. This contribution amount shall be included in the above-referenced notice to the City. Individuals who attain regular status in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust. There shall be no employee election or option to take the contribution amount in cash. The Union has the right to alter the amount of salary deduction during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Union's bylaws and applicable laws. The Union shall provide written notice to the City of any such changes, which will be implemented no later than the second full pay period following receipt of said notice.

The City shall not charge the Union or Fire Management Unit members for any administrative costs associated with the enrollment of employees in the Trust or for payroll deductions and the transmittal of employee contributions to the Trust, or for any other City actions required by this Section. The Union shall be responsible to pay the Trust for any administrative costs arising between the Union and the Trust from the enrollment of the Union and the Fire Management Unit members in the Trust.

The Union agrees, to the fullest extent permitted by applicable law, to indemnity and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

Participation in the Trust shall be the complete and sole responsibility of the Union. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Union with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

14.5 <u>Survivors' Medical Benefit</u>

The City in accordance with State law and its provisions shall provide medical, dental, prescription, and vision benefits to the surviving spouse and children of Battalion Chiefs killed in the line of duty. These benefits shall discontinue upon marriage of the Battalion Chief's surviving spouse. The medical coverage shall be secondary at age sixty-five (65).

14.6 Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this Memorandum of Understanding.

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SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Employees henceforth promoted to the classification of Battalion Chief will receive a five percent (5%) salary increase above current base pay salary on the salary schedule six (6) months after their advancement to the Battalion Chief classification, and may be moved in five percent (5%) increments by the Fire Chief annually until the top of the range is reached. Increases in excess of five percent (5%) may be granted upon recommendation of the Fire Chief and approval of the City Manager.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for calculating payments for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4 Salary Step After Military Leave

Upon returning to City service, all employees who have been granted military leave shall be entitled to the automatic salary advancements within the range/scale of the established salary range for their classifications for the period they were in the military service.

15.5 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.6. Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and, at the time of promotion, is receiving a salary equal to or greater than the minimum rate for the higher rank, that employee shall be promoted to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary, on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit’s salary after promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.7 Salary on Reinstatement

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation, unless there has been an increase within the salary range.

15.8 Salary Adjustments

(a) Effective July 1, 2022, all bargaining unit classifications will receive a ten percent (10%) increase to base pay (comprised of a two percent (2%) COLA and an eight percent (8%) Market Adjustment).

(b) Effective July 1, 2023, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

(c) Effective July 1, 2024, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

15.9 Bi-Weekly Pay Period

The City and the Association agree to move to a bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

15.10. Lump Sum Payment

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand ($5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

SECTION 20. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, the individual or concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining

unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has been engaging in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.

(d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event any activity prohibited by subsection (a) occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____,day of _____, 2022 , and by an affirmative vote of the Stockton City Council on _____, 2022 . The parties hereto have executed this Memorandum of Understanding this _____day of _____, 2022 .

STOCKTON FIRE FIGHTERS'
LOCAL UNION 456
Fire Services Management Unit

_____
MARIO GARDEA
President

_____
MATT KNIERIM
Fire Management Representative

Approved as to form:
RAINS LUCIA STERN, PC

By:

_____
TIMOTHY K. TALBOT
Attorney for the Association

City of Stockton

_____
HARRY BLACK
City Manager

_____
ROSEMARY RIVAS
Interim Director of Human Resources

Approved as to form:
LORI M. ASUNCION, City Attorney

By:

_____
MARCI A. ARREDONDO
Deputy City Attorney

By:

_____
BURKE DUNPHY
Negotiator for the City

ATTEST:

_____
ELIZA GARZA
City Clerk

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2022 – JUNE 30, 2025

APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1- Effective 7/1/22;
Year 2- Effective 7/1/23;
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Fire Battalion Chief	9,223.50	9,697.42	10,194.53	10,718.68	11,268.59	11,848.12
COLA and MA year 1 (10%)	922.35	969.74	1,019.45	1,071.87	1,126.86	1,184.81
Year 1 - Monthly Salary	10,145.85	10,667.16	11,213.98	11,790.55	12,395.45	13,032.93
COLA and MA year 2 (4%)	405.83	426.69	448.56	471.62	495.82	521.32
Year 2 - Monthly Salary	10,551.68	11,093.85	11,662.54	12,262.17	12,891.27	13,554.25
COLA and MA year 3 (4%)	422.07	443.75	466.50	490.49	515.65	542.17
Year 3 - Monthly Salary	10,973.75	11,537.60	12,129.04	12,752.66	13,406.92	14,096.42
Fire Battalion Chief - Admin	8,692.73	9,139.45	9,608.02	10,102.08	10,620.42	11,166.66
COLA and MA year 1 (10%)	869.27	913.95	960.80	1,010.21	1,062.04	1,116.67
Year 1 - Monthly Salary	9,562.00	10,053.40	10,568.82	11,112.29	11,682.46	12,283.33
COLA and MA year 2 (4%)	382.48	402.14	422.75	444.49	467.30	491.33
Year 2 - Monthly Salary	9,944.48	10,455.53	10,991.57	11,556.78	12,149.76	12,774.66
COLA and MA year 3 (4%)	397.78	418.22	439.66	462.27	485.99	510.99
Year 3 - Monthly Salary	10,342.26	10,873.75	11,431.24	12,019.05	12,635.75	13,285.65
Fire Battalion Chief (22 years)	9,373.84	9,855.50	10,360.69	10,893.40	11,452.27	12,041.24
COLA and MA year 1 (10%)	937.38	985.55	1,036.07	1,089.34	1,145.23	1,204.12
Year 1 - Monthly Salary	10,311.22	10,841.05	11,396.76	11,982.74	12,597.50	13,245.36
COLA and MA year 2 (4%)	412.45	433.64	455.87	479.31	503.90	529.81
Year 2 - Monthly Salary	10,723.67	11,274.69	11,852.63	12,462.05	13,101.40	13,775.18
COLA and MA year 3 (4%)	428.95	450.99	474.11	498.48	524.06	551.01
Year 3 - Monthly Salary	11,152.62	11,725.68	12,326.73	12,960.53	13,625.45	14,326.19
Fire Battalion Chief (22 years) - Admin	8,834.42	9,288.43	9,764.63	10,266.75	10,793.54	11,348.69
COLA and MA year 1 (10%)	883.44	928.84	976.46	1,026.68	1,079.35	1,134.87
Year 1 - Monthly Salary	9,717.86	10,217.27	10,741.09	11,293.43	11,872.89	12,483.56
COLA and MA year 2 (4%)	388.71	408.69	429.64	451.74	474.92	499.34
Year 2 - Monthly Salary	10,106.58	10,625.96	11,170.74	11,745.16	12,347.81	12,982.90
COLA and MA year 3 (4%)	404.26	425.04	446.83	469.81	493.91	519.32
Year 3 - Monthly Salary	10,510.84	11,051.00	11,617.57	12,214.97	12,841.72	13,502.22

CITY OF STOCKTON

EXHIBIT 5

FY 2022-23 Budget Amendment for MOU Changes Effective 7/1/2022

Fund Number	Fund Name	Department	COLA and Market Increase	Overtime	Health	Total
100-000	General Fund	Police Department	5,877,291	523,604	100,776	6,501,671
100-115	General Fund - Measure A	Police Department	1,968,143	175,693	35,256	2,179,092
200-202	Measure W	Police Department	448,589	40,051	7,488	496,129
Grand Total			**8,294,024**	**739,349**	**143,520**	**9,176,892**

Fund Number	Fund Name	Department	Vacancy Savings
100-000	General Fund	Police Department	(472,000)
100-115	Measure A	Police Department	(160,000)
Grand Total			**(632,000)**

File #: 22-0785, **Version:** 1

AWARD A CONSTRUCTION CONTRACT TO TNT INDUSTRIAL CONTRACTORS, INC. FOR THE REGIONAL WASTEWATER CONTROL FACILITY BIOSCRUBBER REPAIRS

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of Notice of Exemption No. NOE11-22 under the California Environmental Quality Act (CEQA) for the Regional Wastewater Control Facility (RWCF) Bioscrubber Repairs, Project No. UW21011 (Exhibit 1 to the Resolution).

2. Approve the project Plans and Specifications for the RWCF Bioscrubber Repairs, Project No. UW21011 (Exhibit 2 to the Resolution).

3. Award a $623,135 Construction Contract to TNT Industrial Contractors, Inc. of Sacramento, CA, for the RWCF Bioscrubber Repairs, Project No. UW21011 (Exhibit 3 to the Resolution).

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Municipal Utilities Department (MUD) operates and maintains the Regional Wastewater Control Facility (RWCF) which includes two (2) onsite biological odor control units (also known as bioscrubbers). The bioscrubbers treat the ventilated air from the headworks building for the reduction of odorous hydrogen sulfide gas (H2S) as well as other airborne constituents. The biological treatment contained within the bioscrubbers include filter media and fiberglass supporting structure. Upon inspection of Bioscrubber No. 1 by maintenance staff, it was discovered that the support structure for the filter media was broken and the bioscrubber tank was cracked. As part of the MUD Capital Improvement Program, a project was created to repair the bioscrubber.

If approved by Council, this action will award a Construction Contract in the amount of $623,135 to TNT Industrial Contractors, Inc. of Sacramento, CA, for the RWCF Bioscrubber Repairs.

DISCUSSION

Background

The MUD operates and maintains the RWCF which treats wastewater from the greater Stockton Metropolitan area. The headworks is the first treatment step for raw wastewater entering the treatment plant. The bioscrubbers are critical to provide adequate ventilation and H2S removal in the headworks. The biological treatment contained within the bioscrubbers include filter media and

fiberglass supporting structure. Upon inspection of the Bioscrubber No. 1 by maintenance staff, it was discovered that the support structure for the filter media was broken and the bioscrubber tank was cracked. As part of the MUD Capital Improvement Program, a project was created to repair the bioscrubber.

Present Situation

On July 1, 2022, the MUD advertised the project in the Stockton Record and posted to the City's Bid Flash webpage. Additionally, a notice with a brief project description was mailed to 103 contractors holding a Class "A" license and 3,445 notifications were sent through Ask Stockton.

A non-mandatory pre-bid conference meeting was held on July 14, 2022, with three (3) prospective bidders in attendance. On Thursday, July 28, 2028, three (3) sealed bids were received and publicly opened by the City Clerk with the following results:

COMPANY NAME	**LOCATION**	**BID PRICE**
TNT Industrial Contractors, Inc.	Sacramento, CA	$623,135
Valentine Corporation	San Rafael, CA	$867,369
Blocka Construction, Inc.	Pleasanton, CA	$879,000
Engineer's Estimate		**$633,840**

The bid submitted by TNT Industrial Contractors, Inc. of Sacramento, CA, is regular in all aspects and compliant with the project specifications. In addition, staff has completed additional due diligence based on Project Specification Section 00100-16, and found no evidence regarding the bidder's financial resources, construction experience, or availability to perform the work that may impact the success of the project.

It is recommended that the City Council award a Construction Contract in the amount of $623,135 to TNT Industrial Contractors, Inc. of Sacramento, CA, for the RWCF Bioscrubber Repairs, Project No. UW21011.

Local Employment Ordinance

The contract amount is over $100,000 and subject to the Local Employment Ordinance, which requires that "all City contracts for public works or improvements of estimated value or City subsidy of $100,000 or more shall contain provisions pursuant to which the contractor promises to make a good faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50 percent of the contractor's total construction workforce, including any subcontractor workforce, measured in labor work hours, is comprised of Stockton residents."

The Local Preference Ordinance, which states that "preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal," does not apply to the project because none of the bidders is located within the limits of City of Stockton or San Joaquin County.

The project is under $1,000,000 and not subject to the Community Workforce and Training Agreement.

Environmental Clearance

It has been determined that this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) guidelines as specified under Article 19, Section 15302, Class 2 (c) of the CEQA guidelines because it concerns replacement or reconstruction of an existing public facility where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

In addition, the proposed project is consistent with the 2040 Stockton General Plan (Land Use Policy 6.3) because it improves existing utility services to ensure that all neighborhoods have access to well -maintained public facilities and utilities that meet community service needs.

FINANCIAL SUMMARY

There are sufficient funds available in the Wastewater CIP account to award the Construction Contract in the amount of $623,135 to TNT Industrial Contractors, Inc. of Sacramento, CA, for the RWCF Bioscrubber Repairs, Project No. UW21011.

There is no impact to the City’s General Fund or any other unrestricted fund from this action.

powered by Legistar™

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE FILING OF NOTICE OF EXEMPTION NO. NOE11-22, APPROVING THE PROJECT PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $623,135 TO TNT INDUSTRIAL CONTRACTORS, INC. FOR THE REGIONAL WASTEWATER CONTROL FACILITY BIOSCRUBBER REPAIRS (PROJECT NO. UW21011)

On July 28, 2022, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed bids offered for the Regional Wastewater Control Facility (RWCF) Bioscrubber Repairs (Project No. UW21011); and

TNT Industrial Contractors, Inc. is the apparent low bidder in the amount of $623,135; and

The bid submitted by TNT Industrial Contractors, Inc. is regular and responsive in all aspects; and

The project conforms with the City's General Plan and is exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under Article 19, Section 15302, Class 2 (c), of the CEQA Guidelines; The project is in conformance with the Stockton General Plan based on Policy Land Use – 6.3; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Approve the filing of the Notice of Exemption No. NOE11-22 under CEQA for the RWCF Bioscrubber Repairs (Project No. UW21011), a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the project Plans and Specifications for the RWCF Bioscrubber Repairs (Project No. UW21011), a copy of which is attached as Exhibit 2 and incorporated by this reference.

3. The City Council authorizes the City Manager to execute a construction contract with TNT Industrial Contractors, Inc. of Sacramento, California, in the amount of $623,135 for the RWCF Bioscrubber Repairs (Project No. UW21011), a copy of which is attached as Exhibit 3 and incorporated by this reference.

4. The City Manager or his designee is authorized and directed to execute all documents, including, but not limited to, agreements and amendments.

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5. The City Manager is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED October 4, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin St., Ste. 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: RWCF Bioscrubber Repairs, Project No. M21011
CEQA Exemption File No.: NOE 11-22
Applicant: City of Stockton Municipal Utilities Department
Project Description/Location: The City of Stockton's Municipal Utilities Department will be repairing an existing Bioscrubber while maintaining the current footprint at the Regional Wastewater Control Facility. See attachment A for specific location.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

____ The activity is not a "project" as defined in CEQA Guidelines Section 15378.
____ The activity is exempt under the "general rule" at CEQA Guidelines Section15061(B)(3).
____ The project is "Statutorily Exempt" per CEQA Guidelines Section: _____
__X__ The project is "Categorically Exempt" per CEQA Guidelines Section 15302(c).

BASIS FOR FINDING OF EXEMPTION

____ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
__X__ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

C. MEL LYTLE, Ph. D.
MUNICIPAL UTILITIES DEPARTMENT

April 8, 2022
(DATE OF PREPARATION)

By _____
Oscar Meda, Assistant Engineer

_____
(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

_____ _____
Signature Title

_____
Posting Period Ending Date

PLAN HOLDER NO. _____

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
BID
CONTRACT
SPECIAL PROVISIONS

FOR CONSTRUCTION OF

RWCF BIOSCRUBBER REPAIRS
PROJECT NO. UW21011

CONTRACTOR MUST HAVE A CLASS "A" LICENSE

STOCKTON, CALIFORNIA

Bid Opens: **Thursday, July 28, 2022, 2:00 p.m.**

FOR INFORMATION
REGARDING THIS PROJECT CALL
(209) 937-8700 or (209) 937-8727 Extension
(Do not return - Please recycle)

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CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

CONTRACT DOCUMENTS

FOR CONSTRUCTION OF

RWCF BIOSCRUBBER REPAIRS
PROJECT NO. UW21011

APPROVED BY:

Ali Gharegozloo — 6/23/22

ENGINEERING SERVICES MANAGER — DATE

PREPARED BY:

CITY OF STOCKTON

MUNICIPAL UTILITIES DEPARTMENT

2500 NAVY DRIVE

STOCKTON, CA 95206

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TECHNICAL SPECIFICATIONS

ATTACHMENT A

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SECTION 00020 - NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California to provide all labor, materials, equipment, and perform all work necessary for the construction of the RWCF Bioscrubber Repairs and in accordance with the plans and specifications for Project Number UW21011.

The work includes: Contractor to furnish all labor, materials, and equipment required to remove, haul, and disposal of the existing lava rock media, demolition of the existing support grating & mesh screen, removal and salvage existing air distribution plates, furnish and install new media, new mesh screen, new support grating, re-install existing air distribution plates, and repair the bioscrubber leaks.

The work shall be performed in accordance with the intent of the Contract Documents, including as stated in the Contract and the Technical and Special Provisions, excluding only the work indicated or specified to be provided by the City or others under separate contract or other arrangement. In the event of a conflict between the Project Specifications and the City of Stockton Standard Specifications and Plans, the Project Specifications shall take precedence.

The project specifications and plans can be downloaded from the City of Stockton's website at http://www.stocktongov.com/services/business/bidflash/mud.html?dept=Municipal_Utilities; however, official bid documents including plans, specifications, and a plan holder number, must be obtained from ARC Document Solutions in order to bid this project. The completed official sealed bid packet, including the plan holder number, must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California 95202, up to, but not later than 2:00 p.m., on Thursday, July 28, 2022.

A non-mandatory pre-bid conference will be held at 2:00 p.m., Thursday, July 14, 2022 at the City of Stockton, Department of Municipal Utilities, Regional Wastewater Control Facilities (RWCF), 2500 Navy Drive, Stockton, California 95206.

Prospective bidders shall monitor City's website/bid flash for any project addenda or updates.

As prescribed in the Instructions to Bidders for this project, a bid guaranty in an amount not less than ten percent [10%] of the total base bid price, plus additives, if any, and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the Contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance. Each bid shall also be accompanied by the Non-Collusion Declaration, and all of the other required documents and information furnished in the official bidding documents. Each bid shall be enclosed in a sealed envelope clearly marked "BID" and shall indicate the project name, project number, bid opening date, and contractor's name and address. Bidders and the public are invited to be present at the public opening and declaration of said bids. Official bid documents received after the designated time will not be accepted. No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The project is to be substantially completed within one hundred and fifty (150) consecutive calendar days from the date specified in the Notice to Proceed, and final completion will be achieved thirty (30) consecutive calendar days thereafter. Time for commencement and completion of the work is consequential, and time is to be of the essence of the Contract.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California. The Contractor shall possess a valid Class "A" license at the time the bid is submitted and retain the license through the duration of the project. Failure to possess the specified license shall render the bid as non-responsive. The successful Contractor shall obtain a City of Stockton business license prior to contract execution and retain the license through the duration of the project.

All bidders must comply with the State of California Contractor Registration Requirements, which states all Contractors or subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract code, or engage in the performance of any contract for public work, as defined in the this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

In compliance with Senate Bill 854 and the California Labor Code, all bidders shall include with their bid proof of registration from the Department of Industrial Relations that includes the contractor's legal name, registration number, license type/number, registration date and expiration date, for every contractor

and subcontractor, regardless of tier. Submittal of subcontractor's registration information regardless of tier is due no later than four business days after bid opening.

The general prevailing rate of wages for each craft or type of worker or mechanic needed to perform the Contract is on file with the City of Stockton. Bidders are hereby notified that the successful bidder and any subcontractor under that contract shall pay prevailing wage rates in performing the Contract.

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

Pursuant to Stockton Municipal Code Section 3.68.090 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) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City.

For contracts valued at $100,000 and above, 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% 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.

For contracts valued at $1,000,000 and above, pursuant to the implementation of the Community Workforce and Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA.

If the Contract is to be awarded, the Contract will be awarded to the lowest responsive, responsible bidder as defined in the Stockton Municipal Code; provided, however, the City Council reserves the right to reject any and all bids, and to re-advertise for bids or to provide for the work to be done by the City of Stockton's internal work force.

The successful bidder shall be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract bid price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California, on official forms furnished by the City, and said bonds shall be executed by the surety and contractor before or concurrently with the signing of the Contract. The acceptable surety will meet the minimum standard as set forth in the contract documents.

For information on technical data, contact Kelly Sao, Municipal Utilities Department, (209) 937-8727, e-mail: kelly.sao@stocktonca.gov. For information regarding the cost for the reproduction of the official bid package or to obtain a plan holders list, please contact ARC Document Solutions at 1421 N. El Dorado Street, Stockton, CA 95202, (209) 464-8724 or visit their plan room at https://order.e-arc.com/arcEOC/PWELL_PublicList.asp?mem=23.

ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, specifications, profiles and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included. By submitting a bid, the bidder represents that it has the ability, qualifications and experience to perform the proposed work.

The work includes the furnishing of all labor, materials, incidentals and equipment necessary for the RWCF BIOSCRUBBER REPAIRS (Project No. UW21011). The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and become familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, and shall constitute conclusive evidence, that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of:

a. The site of the work.

b. Access to the site.

c. All other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract.

d. The conditions to be encountered.

e. The character, quality and scope of the proposed work.

f. The quality and quantity of the materials to be furnished.

g. The requirements of the bid, the plans, the specifications, and the other Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

3.1 PRE-BID CONFERENCE

The City may hold a pre-bid conference prior to the bid opening date. The pre-bid conference is held to answer questions bidders may have, provide bidders with access to the site, discuss important contract considerations, and provide any clarifications that may have come to the City's attention.

Bidders may be required to attend the pre-bid conference on the date indicated on the specifications. If any bidder fails to attend the pre-bid conference when it is indicated as being mandatory on the specifications, then their bid will be deemed non-responsive, which will result in bid rejection.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

Oral representations or interpretations by the City as to the meaning of the Contract Documents shall have no legal or binding effect. Requests for an interpretation shall be made in writing and delivered at least ten (10) days before the time announced for opening the bids to:

Kelly Sao
Project Manager
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206

The City's response to requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the bidder requesting the clarification. The City's response to written requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the City for the interpretation to become effective. It is the City's sole discretion whether or not to issue an addendum in response to a request for clarification.

5.0 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Postponement notices shall be mailed to planholders of record in the form of addenda.

6.0 OPENING OF BIDS

All bids except those which do not contain a bid security, irrespective of any other irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Notice Inviting Bids or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.
The public reading of each bid will include at least the following:

a. Name of bidder.

b. The total amount of bid.

c. The nature and amount of the security furnished with the bid.

7.0 PREPARATION OF BID FORMS

Bids shall be submitted on the official bid documents and must be submitted at the time and place stated in the Notice Inviting Bids. All blanks in the bid forms must be appropriately filled in, either in ink or typed, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the bidder's planholder number, the date of the bid opening, and the name and project number of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms.

9.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initial or initials of the person or persons submitting the bid.

10.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the City, as not being responsive to the Notice Inviting Bids. No oral or telephonic modification of any bid submitted will be considered. The City retains the right to waive minor irregularities it determines to have no impact on the Contract.

11.0 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.0, Bidder's Signature and Authority. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission

of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-12.0, Withdrawal of Bids.

12.0 WITHDRAWAL OF BIDS

In accordance with the Stockton Municipal Code, withdrawal of bids is not allowed after the time noticed for the opening of bids. In case of a materially significant error, a bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents. At the City's sole discretion, the bid may be deemed non-responsive due to the materially significant error.

13.0 ADDENDA

The Director of Municipal Utilities has the authority to issue any and all Addenda prior to the bid opening date. Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge shall result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.0 BID PRICES

Bid prices shall include, whether additive or deductive, everything necessary for the completion of the work, including but not limited to, providing the materials, equipment, tools, fabrication, delivery, installation, plant and other facilities, and the management, superintendence, labor, overhead, profit, and services. Bid prices shall include all taxes required by Paragraph 00700-8.1.3, Payment of Taxes. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Quote prices for the exact amount for all work required to complete the respective item as described and shown in the Contract Documents.

For unit price bid items, if the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

15.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company licensed and authorized to carry on business in the State of California, by a certified or cashier's check, payable to the City, or cash, in the sum of at least ten (10) percent of the total amount of the base bid price, plus additives, if any. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the City the Agreement

on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders, except the three lowest responsive bids, will be returned within 15 calendar days after the bids are opened.

16.0 QUALIFICATION OF BIDDER

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Contract Documents.

City Employees and Design Engineers May Not Bid on Construction Contracts. No employee of the City shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the City.

No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, except for surveyors and geotechnical subcontractors and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

17.0 SUBCONTRACTORS

In accordance with California Public Contract Code Section 4100, et. seq., each bid shall have listed in the official bid documents, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act. All work, in excess of one-half of one percent of the bidder's total bid, for which a subcontractor is not listed in the official bid documents, shall be performed by the Contractor's own organization.

The Contractor shall perform at a minimum the percentage of work specified in Section 01010-11.0, CONTRACTOR'S WORK PERCENTAGE, with its own forces and shall not subcontract out this portion of work. The Contractor shall perform that contract work with his own organization, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization. When items of work in the BID SCHEDULE, are preceded by the letter (S), said items are designated "Specialty Items." The City may also determine, on a case by case basis, items to be designated "Specialty Items." Where an entire item is sub-contracted, the value of work subcontracted will be based on the contract item bid price. When a

portion of an item is sub-contracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the City.

18.0 MAJOR EQUIPMENT ITEMS

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19.0 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor, except where alternatives or substitutes are specifically excluded, and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01600, MATERIAL AND EQUIPMENT. Inclusion or offers of alternative products will not be reviewed or processed during the bidding period.

20.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub proposals or quote prices on materials to more than one bidder.
Bidders shall execute and furnish with their bids, the NON-COLLUSION DECLARATION furnished in the official bid documents. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more that one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested.

21.0 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, if the bid item is indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, the Design Consultant, the Construction Manager, and their employees, agents, and sub consultants.

22.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations are on file with the City.

Successful bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work.

23.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid.

24.0 ASSIGNMENT OF CONTRACT

The Contractor shall not assign any part of this Contract unless it complies with Section 00700-1.5, SUCCESSORS AND ASSIGNS.

25.0 REJECTION OF BIDS

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which are non-responsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the City; any bids accompanied by insufficient or irregular bid guaranty; any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature; and any bidder who fails to provide satisfactory documentation of its qualifications as required by Section 00100-16.0, QUALIFICATION OF BIDDER. The City reserves the right to waive irregularities.

26.0 CONTRACT AND BONDS

The successful bidder will be required to furnish, in duplicate counterpart, a Labor and Material Bond on forms provided by the City, in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred (100%) of the Contract Price, and evidences of insurance. Said insurance and bonds shall be secured from a surety company satisfactory to the City.

The form of contract, and the forms of bonds, as provided in Section 00500, which the successful bidder as Contractor will be required to execute and furnish shall be carefully examined by the bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Labor and Material Bond is to secure the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work.

The Faithful Performance Bond will be retained by the City of Stockton for twelve (12) months following final acceptance by the City of the improvements to guarantee correction of failure attributable to workmanship and materials. Upon said final acceptance by the City, the amount of the Faithful Performance Bond may be reduced to twenty percent (20%) of the actual improvement construction costs, at the sole discretion of the City.

The bonds required of the Contractor shall be furnished by a company authorized to do a surety business in the State of California: said bonds shall be executed by the surety and Contractor before or concurrently with the signing of the contract. The form of said bonds must be approved by the City Attorney and the surety of sureties must be approved by the City Finance Director.

All alterations, extensions of time, extra or additional work and other changes authorized by these specifications, or any part of the Contract may be made without securing the consent of the surety on the contract bonds.

27.0 AWARD OF CONTRACT

Within sixty (60) days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. Nothing set forth herein shall limit the ability of the City to agree with the lowest responsive, responsible bidder to extend the time for the City to award the Contract to said bidder. The Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and Labor and Material bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

If award is made, it will be based on the lowest responsive, responsible bid whose summation of the base bid and City selected alternates yields the lowest total Contract price. Selection of any or all alternates shall be at the sole discretion of the City.

28.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within ten (10) days after receiving the Contract constitutes a default. In the event of a default, the City may award the Contract to the next lowest bidder or may re-advertise for bids. The City may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City for a refund.

29.0 BUSINESS LICENSE

The Contractor must obtain and maintain a valid City of Stockton business license prior to execution of the Contract and throughout the fiscal periods embraced by the duration of the Contract.

30.0 CONSTRUCTION AND DEMOLITION DEBRIS

In order to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939, the City of Stockton requires that construction and demolition projects recycle a minimum of fifty percent (50%) of all discarded materials generated by the projects to divert project waste from the landfills.

a. CONSTRUCTION AND DEMOLITION RECYCLING PLAN
   This plan is meant to assist contractors with identifying the types and quantities of materials that will be generated as a result of the project in order to find diversion outlets for these materials.
   Once the Contract has been awarded, the contractor is required to complete and submit a Construction/Demolition (C&D) Recycling Plan prior to receiving a Notice to Proceed. The plan should be submitted to the Project Manager at the pre-construction meeting. The City may also request additional information, as necessary.

b. CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REPORT
The contractor must complete the Construction and Demolition (C&D) Debris Recycling Report within thirty (30) days of construction or demolition project completion (Notice of Completion). The completed must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, Stewart Eberhardt Building, 22 E. Weber Ave., Room 301, Stockton, CA 95202. Failure to provide the C&D Recycling Report form will result in a five percent (5%) withholding of the contract amount.

(Recycling forms are available at http://www.stocktongov.com/files/C&D%20Package.pdf).

31.0 NOT USED

32.0 BID PROTESTS

All parties wishing to file a protest shall comply with the procedures set forth below.

All protests regarding the bidding process or the award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to: City Attorney, City of Stockton, 425 North El Dorado, Stockton, CA 95202.

The party filing the protest must have actually submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest must be hand delivered or sent via mail so that it is received by the City Attorney within the time period set forth above. The protest document must include the following:

a. A complete statement of the factual and legal basis for the protest;
b. The protest must include the name, address and telephone number of the person representing the protesting party; and
c. The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending upon the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

33.0 LOCAL EMPLOYMENT

For contracts valued at $100,000 and above, 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% 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.

34.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT

For contracts valued at $1,000,000 and above, pursuant to the implementation of the Community Workforce and Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA.

***** END OF SECTION *****

SECTION 00220 - GEOTECHNICAL DATA

Subsoil investigations have not been conducted at the site of the work.

The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, contractors may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Engineer.

*****END OF SECTION*****

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SECTION 00300 – LIST OF BID ITEMS

RWCF BIOSCRUBBER REPAIRS
Project No. UW21011

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Permits and Insurance on all work	1	LS		
2	Removal of Existing Lava Rocks Media	250	TONS		
3	Hauling & Disposal of Lava Rocks	250	TONS		
4	Demolition of Support Grating and Mesh Screen	1	LS		
5	Furnish & Install New Media	8,000	CF		
6	Furnish & Install New Screen and Re-install Air Distribution Plates	1	LS		
7	Furnish & Install New Support Grating	1	LS		
8	Repair Bioscrubber Leak	3	EA		
9	O&M Manuals	1	LS		
10	Contingency	1	LS	$60,000	$60,000
TOTAL BID: The sum of Items 1 through 10					

LS – Lump Sum
CF – Cubic Feet

SAMPLE

*****END OF SECTION*****

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SAMPLE

SECTION 00500 - CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **NAME OF CONTRACTOR**, a **(INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP)**, with a business address at **ADDRESS/CITY/STATE/ZIP**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **PROJECT NAME (PROJECT NO. xx)**, hereinafter called "PROJECT," were regularly adopted by **Council Motion –OR- Council Resolution No. _____**, on _____; and

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

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

CONTRACTOR agrees:

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

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

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

SAMPLE

City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

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

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of XXX AND NO/100 DOLLARS

($XXX) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

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

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

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

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

SAMPLE

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Division 2, Part 7, Chapter 1, Article 2, Wages of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at 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 ensure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Municipal Utilities 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.

SAMPLE

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

For contracts valued at $100,000 and above, 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. COMMUNITY WORKFORCE TRAINING AGREEMENT

For contracts valued at 1,000,000 and above, pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Municipal Utilities Department as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Municipal Utilities Department of such completion.

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

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

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of

compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

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

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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

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

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

ATTEST:
ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

By:_____

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

By: _____
ACTING CITY ATTORNEY

CITY:

By:_____
HARRY BLACK
CITY MANAGER

By:_____
LIST NAME OF CONTRACTOR

_____
Tax Identification No.

SAMPLE

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder _____

Date Signed _____

SAMPLE

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date:_____

_____
Name of Contractor

_____
(Name of Contractor Representative)

_____
(Authorized Officer & Title)

_____
CSLB # of Motor Carrier Permit

SAMPLE

EXHIBIT A

RWCF BIOSCRUBBER REPAIRS
Project No. UW21011

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Permits and Insurance on all work	1	LS		
2	Removal of Existing Lava Rocks	250	TONS		
3	Hauling & Disposal of Lava Rocks	250	TONS		
4	Demolition of Support Grating and Mesh Screen	1	LS		
5	Furnish & Install New Media	8,000	CF		
6	Furnish & Install New Screen and Re-install Air Distribution Plates	1	LS		
7	Furnish & Install New Support Grating	1	LS		
8	Repair Bioscrubber	3	EA		
9	O&M Manuals	1	LS		
10	Contingency	1	LS	$60,000	$60,000
TOTAL BID: The sum of Items 1 through 10					

LS – Lump Sum
CF – Cubic Feet

SAMPLE

EXHIBIT B

REFER TO SECTION 00820 – LIABILITY AND INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT C

DISCRIMINATION AND HARASSMENT POLICY

SAMPLE

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a (**INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP**), as Principal and _____ _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of SPELL OUT CONTRACT AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

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

SAMPLE

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

_____

By: _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
ASSISTANT CITY ATTORNEY

SAMPLE

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **NAME OF CONTRACTOR**, a **(INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP)**, as Principal and _____ _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of SPELL OUT DOLLAR AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

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

SAMPLE

from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

_____

By: _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ASSISTANT CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

SAMPLE

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SAMPLE

SECTION 00700 - GENERAL CONDITIONS

1.0 GENERAL

1.1 Intent of Contract Documents

The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

In the event the materials and/or equipment are to be furnished by the City, as designated in the General Requirements or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to the City.

1.2 Discrepancies and Omissions

Any discrepancies or omissions found in the Contract Documents shall be reported to the Construction Manager immediately. The Construction Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In the case of conflict or inconsistencies between terms of the Contract Documents, the following order of precedence shall apply:

a. The Contract and Exhibits, including change orders and permits;

b. Supplementary Conditions and their Exhibits;

c. Instructions to Bidders;

d. General Conditions and their Exhibits;

e. The Project Specifications;

f. The Project Drawings;

g. City of Stockton Standard Specifications;

h. City of Stockton Standard Drawings;

i. Where no order of precedence is stated, or if conflict or inconsistency cannot be resolved by a careful review of the Contract Documents, the more stringent of the requirements shown or specified shall be controlling.

Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors, in trades, or into design packages, or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3 Headings

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 Penalty for Collusion

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work.

1.5 Successors and Assigns

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligation

contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and consent of Surety.

1.6 Assignment to City

Pursuant to Public Contract Code 7103.5, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the Contractor and its subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract and subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. Reference Paragraph 00100-23.

1.7 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

2.0 *ADMINISTRATION*

2.1 Administration of the Contract

The City's Representative, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during the construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

2.2 City's Representative

2.2.1 General - The City's Representative has the authority to act on behalf of the City to implement change orders, progress payments, contract performance decisions, acceptability of the Contractor's work, and early possession.

2.2.2 Change Orders - The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 Progress Payments - The City's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

2.2.4 Contract Performance Decisions - Should the Contractor disagree with the Construction Manager's decision with respect to the contract performance, the Contractor may appeal to the City's Representative in accordance with the provisions herein.

2.2.5 Acceptability of Work - The City's Representative has the authority to make the final determination of the acceptability of the Work. The City's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of defective work as provided.

2.3 Construction Management

2.3.1 General - The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under Paragraph 00700-2.1, Administration of the Contract, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the City or Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.2 Representative - The Construction Manager will be represented at the Site by a resident construction manager or resident engineer who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

2.3.3 Inspection of Construction - The Construction Manager shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing in accordance with Paragraph 00700-5.3, Defective and Unauthorized Work.

In addition to the resident construction manager or resident engineer, the Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

2.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

2.3.5 Change Orders - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the City.

2.3.6 Construction Schedule - The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.

2.3.7 Progress Payments - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 Final Payment - The Construction Manager, with the assistance of the Design Consultant will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the City, for the City's review, written warranties, and related documents required by the Contract and assembled by the Contractor.

2.3.9 Early Possession - The Construction Manager has the authority to recommend early possession.

2.4 Design Consultant

2.4.1 General - The Design Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.

2.4.2 Interpretations - The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to the City.

2.4.3 Acceptability of the Work - The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 Site Observations - The Design Consultant may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.5 Submittal - The Contractor shall submit, through the Construction Manager, all shop drawings, product data and samples for review.

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

3.0 *CITY*

3.1 General

The City, acting through the City's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 Attention to Work

The City shall notify the Contractor in writing of the name of the individual designated as the City's Representative and the name of the individual designated by the Construction Manager to act as resident construction manager or resident engineer. The Construction Manager's designated representative normally will be at the Site of the Work. During the representative's absences, the Contractor may contact a previously designated representative of the Construction Manager.

3.3 Inspection

In addition to the resident construction manager or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue with which it disagrees to the Construction Manager for decision by the Construction Manager.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

Construction Manager will have authority to disapprove or reject Work which Construction Manager believes to be defective, or that Construction Manager believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Construction Manager will also have authority to require special inspection or testing of the Work as provided in this Section, whether or not the Work is fabricated, installed, or completed.

Contractor shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Construction Manager the required certificates of inspection or approval.

Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for City's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City and Construction Manager.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation.

Uncovering Work shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and replaced at Contractor's expense without adjustment of Contract Time or Contract Price.

If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the City may make a Claim therefore as provided in these documents. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in these documents.

3.4 City's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies.

The City also reserves the right to perform any portion of the Work due to an emergency threatening the safety of the Work, public, City, and any property or equipment.

The Contractor is forewarned that in exercising the rights and remedies under this paragraph, the City shall proceed expeditiously. In connection with such corrective and remedial action, the City may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the City, City's representatives, agents and employees, City's other contractors, and Construction Manager and Construction Manager's Consultants access to the Site to enable City to exercise the rights and remedies under this paragraph.

All Claims, costs, losses, and damages incurred or sustained by the City in exercising the rights and remedies under this paragraph 3.4 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, City may make a claim therefor as provided in paragraph 7.5.2. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this paragraph 3.4.

3.5 City's Right to Use or Occupy

The City reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Substantial Completion, are noted in Paragraph 01010-7.0, Occupancy Requirements. Failure to include a part of the Work in the above Section, shall not limit the City's right to use or occupy parts of the Work not listed.

3.6 City's Right to Perform Work and to Award Separate Contracts

The City reserves the right to perform the work related to the Project with the City's own forces, and to award separate contracts in connection with the Project or other work on the Site under these or similar General Conditions. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

The City will provide for the coordination of the work of the City's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 00700-4.8.3, Cooperation.

4.0 CONTRACTOR

4.1 Office

The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication.

4.2 *Contractor's Representative*

The Contractor shall notify the City in writing of the names of the persons who will act as the Contractor's representative and his or her designated alternate, and who shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor’s representative shall be an employee of the Contractor. Upon written request of the Contractor, this employment requirement may be waived by the City. The City's waiver, if granted, will be in writing. There is no obligation by the City to waive this provision regardless of the effect on the Contractor's operations. Such waiver may be rescinded by City upon reasonable written notice thereof.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. If neither the Contractor’s representative nor a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority as provided in Paragraph 00700-6.6, Temporary Suspension of Work, to suspend the work until such a representative is at the Project site.
Before initial work is begun on the Contract, the Contractor shall file, with the Construction Manager, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

4.3 Construction Procedures

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

4.4 Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the Construction Manager or City's Representative to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the Construction Manager or City's Representative, and such person shall not again be employed on the Project.

4.5 Subcontractors

The Contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as having a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Bid in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the City.

4.6 Contractor's Equipment and Facilities

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

4.7 Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property at no extra cost to the City. The Contractor shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

4.8 City-Contractor Coordination

4.8.1 Service of Notice - Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 00700-4.2, Contractor's Representative, to the Contractor's office designated in Paragraph 00700-4.1, Office, or to the Contractor's address provided in the Bid Proposal.

4.8.2 Suggestions to Contractor - Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, and Construction Manager, or the Design Consultant assume no responsibility therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

4.8.3 Cooperation - The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work, shall be submitted to the City for its decision in the matter. If such separate contractor sues the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such proceedings at the Contractor's expense. If any judgment or award against the City arises from any such litigation whether

defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all attorney's fees and court costs which the City has incurred or for which it is liable.

4.9 Permits

Unless specifically stated to be provided by the City, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start up of any equipment or facility for this Contract. Permits shall be kept on-site. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or file holder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's bid price.

The Contractor shall be responsible for satisfying all code requirements. Any code inspections will be coordinated by the Construction Manager. The Contractor shall comply with all construction conditions stipulated in the permits.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or false work) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

The Environmental Quality Act of 1970 (Public Resources Code, Sections 21000 to 21176 incl.) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

4.10 Contractor's Responsibility for the Work and Materials

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of the City.

4.11 Laws to be Observed

The Contractor shall keep fully informed of all existing and future County, State, and National laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the City and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

4.11.1 Prevailing Wage - The Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the City of Stockton, $25 for each calendar day or portion thereof, for each workman paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him violation of the provisions of the Labor Code and, in particular, Labor Code Section 1770 and 1780, inclusive.

In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less that the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said code and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workman concerned. These wage rates are set forth in the Division of Industrial Relations publication entitled "General Prevailing Wage Rates", which is part of the Contract.

Pursuant to the provisions of Section 1773.2 of the Labor Code (as amended) the general prevailing wage rates for each craft, classification or type of workman are on file at the Municipal Utilities Department, 2500 Navy Drive, Stockton, California. A copy of said wage rates shall be posted by the Contractor in a prominent place at the site of the work.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

4.11.2 Travel and Subsistence Payments - Attention is directed to the requirements of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payment to each workman, needed to execute the work, in accordance with the requirements in said Section 1773.8.

4.11.3 Certified Payrolls - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and submitted to the City, and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

4.11.4 Overtime Requirements - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1½) times the basic rate of pay as provided for in the Labor Code.

4.11.5 Apprentice and Trainee - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the City any and all evidence of compliance with this Code Section when requested by the City.

It is City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

4.11.6 Workers' Compensation Insurance - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.4, Workers' Compensation Insurance.

4.11.7 Labor Discrimination - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of this chapter.

Attention is also directed to the requirement in Section 1431 of the Labor Code and Sections 300 and 317 through 323 of Title 8 of the California Administrative Code that the Contractor shall submit his Equal Employment Opportunity Program and certification fee to the Fair Employment Practice Commission, in the event that the bid price for the contract exceeds $200,000.

4.11.8 Vehicle Code - Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: The lighting requirements in Section 25803; the brake requirements in Division 12, Chapter 3; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

Attention is directed to the statement in said Section 591 that this Section shall not relieve him or any person from duty of exercising due care. The Contractor shall take all necessary precautions for safe operations of his equipment and the protection of the public from injury and damage from such equipment.

Any other requirements set forth in Division 11, 12, 13, 14 and 15 of the Vehicle Code which the Department, pursuant to the authority contained in Vehicle Code Section 591, will require compliance with, will be set forth in the special provisions.

4.11.9 Affirmative Action - Attention is directed to the requirements of the Stockton Municipal Code, Chapter 3, Part V, as amended with reference to the affirmative action requirements for Contractors on Public Works projects of the City of Stockton. Such requirements shall be followed. Guidelines and the necessary reporting requirements are contained in the publication entitled: "Affirmative Action Guidelines and Procedures For Respondents To A City of Stockton Request for Proposals" which is made a part of these specifications by this reference. Failure of the Contractor to conform to the provisions of the City of Stockton's Affirmative Action Program will result in his bid being rejected.

4.12 Safety

4.12.1 Contractor's Safety Responsibility - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any other party than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the City. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

4.12.2 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Construction Manager a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety program, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7. The Contractor shall obtain a copy of the City's Municipal Utilities Department's Injury and Illness Prevention Program and the Safety Manual and incorporate appropriate safety procedures into their Safety Program. The Contractor shall also comply with the Department's "Contractor’s Safety Rules" in Section 01500-10.

The program shall also address the following:

a. Compliance with Laws, Rules, and Regulations

b. Infractions of Safety Rules

1. Reported to Contractor's designated Safety Supervisor
2. Time correction
3. Contractor to enforce safety requirements on its subcontractors
4. Non-complying employees to be removed from the Project

c. Housekeeping

1. Continuous cleaning required
2. Final clean up required

d. Means of Implementing the Program

1. All new employees to receive training on the Contractor's Safety Program prior to starting work.
2. Periodic tool box meetings with agenda recorded.
3. Documented safety inspections by Safety Supervisor.
4. Establish emergency procedures and telephone numbers including the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite. The Contractor shall maintain at its office or other well-known place at the Site safety equipment applicable to the Work as prescribed by the aforementioned authorities, and all items necessary for giving first aid to the injured.
5. Project bulletin board with required policies.
6. At least two employees on each shift should have First Aid training and maintain a current First Aid card issued by an agency such as the American Red Cross.
7. Completion of a job hazard analysis for specific construction activities.
8. Establish a hazard communication program for informing the Contractor's and subcontractor's personnel, Construction Manager, City, and other affected parties of specific hazards on the project.
9. Establish a confined space entry program in accordance with Cal OSHA requirements.

e. Define the duties and responsibilities of Contractor management personnel for safety.

1. Project Manager
2. General Superintendent
3. Foreman
4. Safety Supervisor

f. Accident Investigation

1. Investigate all accidents and near misses.

2. Develop steps to prevent a reoccurrence.

3. Completion of all reporting paperwork.

The Contractor's compliance with requirements for safety and/or the Construction Manager's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

4.12.3 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall include supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor perform its work safely.

4.12.4 Safety Coordination Meetings - The Contractor and its affected subcontractors shall attend safety coordination meetings with the Construction Manager and any other affected parties. The meeting shall be held at least monthly and prior to the start of new construction activities.

Construction activities will be reviewed prior to the start of work in the various areas to determine potential hazards. The Contractor will be responsible for preparing job hazard analyses to breakdown the activities to be performed in a step-by-step procedure and provide safety guidelines for each step and any special equipment necessary to protect workers. The Contractor will act as facilitator for the meeting. The Construction Manager will participate in the safety coordination meetings but will not direct the Contractor on how to perform its safety operations.

4.12.5 Safety and Protection - The Contractor shall take all necessary protection to prevent damage, injury, and loss to:

a. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

4.12.6 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders. The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.12.7 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

4.12.8 Safety Violations - Should the Contractor fail to correct an unsafe condition, the Construction Manager shall immediately notify the City of the Contractor's failure to correct the unsafe condition. The City shall then notify the Contractor through the Construction Manager that the unsafe condition must be corrected or the work in question will be stopped in accordance with Paragraph 00700-6.6, Temporary Suspension of Work until the condition is corrected to the satisfaction of the City. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Construction Manager and City shall not relieve the Contractor of its sole responsibility and liability for safety.

The City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

4.12.9 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including City-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the

requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.12.10 Hazard Communication Programs- Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

4.13 Review of Contract Documents and Field Conditions by Contractor; Single Point Responsibility of Contractor - In addition to the examination and reviews performed, and obligations assumed, incidental to making the representations set forth in the Contract, Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by City, and shall promptly report in writing to City's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor. Contractor shall determine the most desirable method of achieving City's requirements in terms of cost, technology, quality and speed of delivery.

Contractor is responsible for the construction of the Project and shall provide all services pursuant to this Contract in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode). Contractor shall perform its construction services in accordance with the best practices applicable to Contractor's field ordinarily used by member of construction industry in the location where the services are to be performed. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to City's Representative.

If Contractor performs any construction activity which it knows, or should know, involves an error, inconsistency, or omission in relation to the Contract Documents, without notifying and obtaining the written consent of City, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

Contractor agrees that it has single point responsibility for the construction of this Project.

4.14 Supervision and Construction Procedures - Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but without limitation, landscape and site work, utilities, and building systems.

Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and subcontractors, of all tiers, and their respective agents and employees.

Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of City or City's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than Contractor.

Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

Contractor shall at all times participate in, and implement, the CEQA and NEPA mitigation processes and ensure performance as required in the Contract Documents.

Contractor shall at all times maintain good discipline and order among its employees and subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

4.15 Labor And Materials - Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all services, other services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other things necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.0 CONTROL OF WORK AND MATERIALS

5.1 Means and Methods

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultants, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

Acceptance by the Construction Manager, City and/or Design Consultant of any drawings, or any information regarding materials and equipment the Contractor proposes to furnish or method of work shall not be regarded as an assumption of risks or liability by the Construction Manager, Design Consultant, or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Construction Manager, City, and/or Design Consultant has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

5.2 City-Furnished Materials

Materials, if furnished by the City, will be made available as designated in the General Requirements. The cost of loading, unloading, hauling and handling, and placing City-furnished

materials shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

5.3 Defective and Unauthorized Work

Materials and workmanship not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the Construction Manager.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Construction Manager made under the provisions of this paragraph, the Construction Manager shall have authority to require special inspection and testing to verify if work is defective. Confirmed defective work shall be remedied, or removed and replaced, and unauthorized work be removed. The costs thereof will be deducted from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 00700-3.4, City's Right to Carry Out the Work, shall apply for this paragraph also.

5.4 Unnoticed Defects

Any defective work or material that may be discovered by the City, Construction Manager, or Design Consultant before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the City, Construction Manager, or Design Consultant to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

5.5 Right to Retain Imperfect Work

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

6.0 PROGRESS OF THE WORK

6.1 Beginning of Work

The Contractor shall begin work within ten (10) days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer.

6.2 Time of Completion

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Paragraph 01010-3.0, Time Allowed for Completion. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the work.

6.3 Delays

6.3.1 Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

6.3.2 Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension pursuant to Paragraph 00700-6.4.2.c, Weather Delays.

6.3.3.3 Material Shortages - Upon the submission of satisfactory proof to the Construction Manager by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials, or obtain acceptable substitute materials, from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):

a. Delays due solely to the actions and/or inactions of the City.
b. Delays due to differing site conditions as defined in Paragraph 00700-7.3, Differing Site Conditions.
c. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

No delay shall be compensable unless the claimed event or occurrence delays completion of the work beyond the contractual completion date or the completion date shown in the accepted initial or updated schedules, and the delay affects a critical activity while such activity is on the critical path.

6.3.5 Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Paragraphs 00700-6.3.2, Non-Excusable Delays, 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays. During such concurrent delay periods, time extensions will be granted in accordance with Paragraph 00700-6.4, Time Extensions; however, the Contractor shall not be compensated for its delay damages as defined in Paragraph 00700-6.4.3, or for any other damages, and the City shall not assess its actual costs as defined in Paragraph 00700-6.4.1, Non-excusable Delays.

6.4 Time Extensions

6.4.1 Non-excusable Delays - The City may grant an extension of time for non-excusable delays if the City deems it is in its best interest. If the City grants an extension of time for non-excusable delays, the Contractor agrees to pay the City's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 Excusable or Compensable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraphs 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays, then the Contract completion date may be extended by the City for such time that, in the City's and Construction Manager's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

a. The Contractor shall provide notification, in accordance with Paragraph 00700-6.3.1, Notice of Delays, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Paragraph 01310-4.0, Time Impact Analyses.

b. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 00700-6.3.3.2, Weather Delays, over and above an allowance as provided for in Paragraph 01010-5.0, Weather Days. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Paragraph 00700-6.5, Liquidated Damages.

6.4.3 Delay Damages

6.4.3.1 Indirect Overhead - The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Paragraph 00700-6.3.4, Compensable Delays. However, no reimbursement for indirect overhead or any other costs or damages shall be made for compensable delays which occur during a concurrent delay as defined in Paragraph 00700-6.3.5, Concurrent Delays. No reimbursement for indirect overhead as covered in this Section shall be made for any time extensions granted for Contract change orders as provided in Section 01035, Modification Procedures. As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Paragraph 00700-6.4.2, Excusable or Compensable Delays. No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay including not limited to extended field costs, extended home office overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption, or any other damage arising from delay, no matter how characterized, including delay claims of its subcontractors/suppliers of every tier.

6.4.3.1.1 Indirect Field Overhead - For those allowable delay periods as defined in Paragraph

00700-6.4.3, Indirect Overhead, the Contractor shall be reimbursed for its indirect field overhead based on:

a. Invoices for all field office equipment.

b. Actual salary for field office staff.

c. Fair rental values acceptable to the Construction Manager as described in Paragraph 01035-3.0, Force Account Payment for construction equipment idled due to the delay.

6.4.3.1.2 Indirect Home Office Overhead - For those allowable delay periods as defined in Paragraph 00700-6.4.3, Indirect Overhead, the Contractor shall be reimbursed for its daily home office overhead based on the following formula:

$$\frac{\text{Contract Bid Price (\$)}}{\text{Contract Period (Days)}} \times (0.04) = \text{Daily Home Office Overhead (\$/Day)}$$

As it is impractical to determine the actual home office overhead, such reimbursement shall be mutually agreed between the City and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to indemnify, defend and hold the City harmless for any indirect overhead claims from its subcontractors.

6.5 Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by the City, damage will be sustained by the City. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the City in the amount set forth in Paragraph 01010-4.0, Damages For Delays, per day for each and every day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

6.6 Termination By City For Cause

Subject to prior notice from City and Contractor's cure rights set forth in this Section, City will have the right to terminate the Contract for cause after the occurrence of any of the following events:

a. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

b. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

c. A receiver is appointed to take charge of Contractor's property.

d. The Work is not completed with the applicable Contract Time, as such Contract Time may be adjusted in accordance with this Contract, and Contractor is not diligently prosecuting the completion or correction of the Work.

e. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

f. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from City.

g. Contractor disregards Applicable Code Requirements.

h. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.

i. Contractor persistently or materially fails to comply with applicable safety requirements.

j. Contractor abandons the Work.

k. Contractor is in default of any other material obligation under the Contract Documents.

Upon the occurrence of any of the preceding events, City will have the right to terminate the Contract for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from City, or within such longer period of time as is reasonably necessary to complete such cure.

Upon any of the occurrences referred to above, City may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method City may deem expedient. If requested by City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, City may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract is terminated by City as provided in this Section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents and subject to provisions of this Contract that survive termination, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.

No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6.7 Suspension By City For Convenience

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as City may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Section. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to recover on such a claim.

The provisions of this Section shall not apply if a Suspension Order is not issued by City. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

6.8 Termination By City For Convenience

City may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, City shall pay Contractor in accordance with this Section.

Upon receipt of notice of termination under this Section, Contractor shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Work to the extent specified in the notice.

b. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.

c. Promptly cancel, on the most favorable terms reasonably possible, all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Work.

d. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Contractor's obligations under this Section above, as to bona fide obligations assumed by Contractor prior to the date of termination.

Upon such termination, City shall pay to Contractor the sum of the following:

a. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

b. Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

c. Plus any proven losses with respect to materials and equipment directly resulting from such termination.

d. Plus reasonable demobilization costs.

e. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination. The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this Section; and Contractor will be entitled to no other compensation or damages and expressly waives same.

6.9 Temporary Suspension of Work

6.9.1 If the Contractor fails to correct defective work as required by Paragraph 00700-5.3, Defective and Unauthorized Work, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, by a written order of the City's representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City.

6.9.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

6.9.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the City shall provide the provisions as stipulated in Paragraph 00700-6.6.2 above. Such additional work shall be compensated as provided for in Paragraph 00700-7.0, Changes in The Work.

7.0 *SCOPE OF WORK - CHANGES IN THE WORK*

7.1 Changes

The City reserves the right to make such alterations, deviations, additions to, deletions or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Such changes, no matter how many, shall be within the contemplation of this Contract and shall not be the basis for a compensable delay or a claim for lost profits.

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

For contracts approved by the City Council for initial prices under One Hundred Thousand Dollars ($100,000), cumulative change orders which exceed the charter limit $100,000 require City Council approval. For contracts with initial prices of One Hundred Thousand Dollars ($100,000) or more, cumulative change orders which exceed the charter limit $100,000 plus ten percent (10%) of the initial contract price over One Hundred Thousand Dollars ($100,000) require City Council approval. Change orders not meeting the above criteria require approval by the authorized City official executing this Contract. The dollar amounts of change orders approved by specific City Council action, plus the dollar amounts of any change orders which predate such specific City Council action, shall not be counted in computing the authority limits set forth above for City officials to approve change orders hereunder.

In emergency situations, the authorized City official may issue a change order beyond the authority limits described above in order to:

a. Prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, City; or

b. Protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or

c. Protect, where damage or injury has occurred, the work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized City official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized City official shall report such action and the reasons therefore to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practicable.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In such cases, the Engineer will, as soon as practicable, issue an approved contract change order for such work and the provisions in Paragraph 7.1.1, Procedure and Protest, shall be fully applicable to such subsequently issued contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of Paragraph 00700-7.1, Changes, the Contractor shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

7.1.1 Procedure and Protest - A contract change order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the Engineer within 15 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders as that term is used in Paragraphs 00700-7.1.2 to 7.1.4, inclusive.

Where the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by said contract change order to which such protest relates will be determined as provided in Paragraphs 00700-7.1.2 to 7.1.4, inclusive. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning an approved contract change order relates, to the adjustment of contract time for the completion of the work, the time to be allowed therefore will be determined as provided in Paragraph 00700-6.5, Liquidated Damages.

Proposed contract change orders may be presented to the Contractor for his consideration prior to approval by the Engineer. If the Contractor signifies his acceptance of the terms and conditions of such proposed contract change order by executing such documents and if such change order is approved by the City Manager or City Council and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the City Manager or City Council is an executed contract change order as that term is used in Paragraph 00700-7.1.2 to 7.1.4, inclusive. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

7.1.2 Eliminated Items - The City reserves the right to eliminate any contract item of work prior to the award of the contract without incurring any obligation to pay therefore. Should any contract item of the work be eliminated in its entirety following the award of the contract and in the absence of an executed contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this Paragraph 00700-7.1.2 will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Paragraph 01035-3.0.

7.1.3 Changes in Character of Work - If an ordered change in the plans or specification materially changes the character of the work of a contract item from that on which the Contractor based his bid price, and if the change increases or decrease the actual unit cost of such changed item as compared to the actual or estimated actual cost of performing the work of said item in accordance with the plans and specification originally applicable thereto, an adjustment in compensation therefore will be made by executed contract change order specifying the compensation payable, in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Paragraph 01035-3.0; or such adjustment will be as agreed to by the Contractor and the Engineer. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Engineer, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Paragraph 01035-3.0.

Failure of the Engineer to recognize a change in character of the work shall not be construed as relieving the Contractor of his duty and responsibility of filing a written notice in accordance with Paragraph 00700-7.5.2.1, Notice.

7.1.4 Extra Work - New, unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans and specifications.

The Contractor shall do such extra work and furnish labor, material, and equipment therefore upon receipt of an approved contract change order or written emergency order of the Engineer, and in the absence of such approved contract change order or written emergency order of the Engineer he shall not be entitled to payment of such extra work.

7.2 Change Orders

7.2.1 Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without

written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time. A reservation of rights, non-waiver of claims, or similar exceptions or reservations by the Contractor on a Change Order for additional time, money, or anything else shall not be permitted and are of no force or effect. It is the intent of the City to have all Change Orders issued comprehensively to address all issues known and unknown relating to time and/or costs.

7.2.2 Extra work shall be that work not shown or detailed on the Contract Drawings and not specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

7.2.3 In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price, based upon the provisions of Section 01035 - Modification Procedures.

7.2.4 If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 00700-7.5.2, Potential Claims/Change Orders.

7.2.5 Elimination Of Work - In accordance with Section 7.1.2 above, the City shall be allowed and authorized to eliminate portions of work from the Contract Work at its discretion, and in the best interests of the public, during the course of action of the Project, and not only prior to award of contract. Said elimination of work shall not be determined to be a Termination for Convenience even if said elimination brings the Contract Work to a close. Upon elimination of work under this provision, the payment provisions of 7.1.2 shall apply.

7.3 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work the City shall cause to be issued a change order under the procedures provided in Paragraph 00700-7.2, Change Orders.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Paragraph 00700-7.5, Resolution of Disputes.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

7.4 Value Engineering Change Proposals (VECP)

Refer to Section 01090, References, for the definition of a Value Engineering Change Proposal.

7.4.1 Applicability - The provisions of this Section shall apply only to Value Engineering Change Proposals (VECPs) resulting in net cost savings of Twenty Thousand dollars ($20,000) or greater.

7.4.1.1 Future Changes - The Contractor is entitled to share in the net cost savings of the VECP to the full extent provided for in this Section and in the change order implementing the VECP. However, the net cost savings shall not continue to subsequent contract change orders nor other modifications of the contract which may change the service provided or increase the quantity of any item related to the VECP.

7.4.2 VECP Submittal - The Contractor must submit all VECPs to the Construction Manager after receipt of the Notice To Proceed and prior to surpassing forty percent (40%) of the contract time allowed in Section 01010-3.0, Time Allowed For Completion. The number of copies of the VECP submitted shall be in accordance with that designated for submittals in Section 01300, Submittals.

The Contractor shall include the following information for each VECP, in a form acceptable to the Construction Manager:

a. Description of the differences between the existing design and the proposed design.

b. Description of the advantages and disadvantages of the existing design and the proposed design.

c. If the function of an item is altered, the justification for altering that function.

d. The effect of the proposed modifications on the performance of the system or facility.

e. Any test data regarding the proposed modification.

f. A listing and analysis of all design criteria and specifications that must be changed if the VECP is accepted.

g. A separate detailed estimate of the impact on the project costs, together with a copy of the Contractor’s approved schedule of values or costs.

h. A description and estimate of costs the City may incur to implement the VECP, including, but not limited to, design changes, inspection, testing, and evaluation costs.

i. A prediction of any effects the VECP may have on life-cycle costs.

j. The effect of the VECP on design and construction schedules.

k. All preliminary engineering data necessary to support approval of the VECP.

7.4.3 Acceptance of VECP by City - The City shall have sole discretion to determine whether or not to accept a VECP. The City's decision shall be final.

A VECP will be rejected if it causes an increase to the contract amount.

Within thirty (30) days after receipt of a VECP by the Construction Manager, the Contractor shall be notified in writing that the VECP is acceptable, rejected or additional time is required for the Construction Manager's response.

If determined acceptable, the Construction Manager will initiate a contract change order to implement the VECP. A VECP which is acceptable shall be incorporated into the project only through a contract change order.

7.4.4 Contractor's Right to Withdraw VECP - The Contractor has the right to withdraw part or all of any VECP at any time prior to written acceptance by the City. Such withdrawal shall be made in writing. Each VECP submitted by the Contractor shall remain valid for a period of thirty (30) days from the date received, unless extended by the Construction Manager. If the Contractor desires to withdraw the VECP prior to its acceptance or rejection, the Contractor shall be liable for the costs incurred by the City in reviewing the VECP.

7.4.5 Change Order Content For Accepted VECP - The contract change order for an accepted VECP shall offer to the Contractor fifty percent (50%) of the net cost savings, as determined by the Construction Manager. The change order shall detail the cost savings of each contract item that is part of the final accepted VECP. The net cost savings shall be accomplished through progress payments for the various items of work listed in the contract change order. The Contractor's costs for development, design and/or implementation of the VECP are not eligible for reimbursement. The cost for review by the Construction Manager and all City design consultants will be added to the cost of the value engineering proposal prior to determining the reduction of cost.

7.4.6 Identical VECP - A VECP identical to a VECP submitted under any other contract, by the Contractor, or any other contractor, may also be submitted under this Contract, provided that the VECP originated with such contractor and not with the City, Design Consultant, or Construction Manager.

7.4.7 Restrictions - The Contractor may restrict the City's right to use any VECP data by marking it with the following statement:

This data, furnished pursuant to the Value Engineering Change Proposal Section of this Contract, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the VECP is accepted by the City. This restriction does not limit the City's right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from other sources, without limitations. When this VECP is accepted by the City, the City shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other contract.

7.4.8 The City's acceptance, approval or use of the VECP shall not in any way reduce, limit or waive Contractor's responsibility under the Contract Documents, including, but not limited to, to perform

all work and services, including that called for by or because of the VECP, in a competent and workmanlike manner, and pursuant to the standards required by the Contract Documents.

7.4.9. The VECP must not impair any of the essential functions and characteristics of the Project, such as service life, reliability, economy of operation, ease of maintenance, safety and necessary standardized features.

7.4.10 In the event that the contractor and the City cannot reach agreement as to the reduction in contract price associated with the VECP, the VECP will be declared null and void and the original contract conditions will apply. The contractor will bear sole responsibility for the costs of review of the VECP in this case.

7.5 Contract Interpretation

7.5.1 Contract Interpretation by the Construction Manager - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within ten (10) days of receipt of the request.

At the City's discretion, the City may deduct from monies due the Contractor, time and expense costs incurred by the City, Construction Manager, and Design Consultant for reviewing and responding to unnecessary RFIs. This may include RFIs submitted to inquire about means, methods, or potential modifications for the Contractor's convenience.

7.5.2 Potential Claims/Change Orders

7.5.2.1 Notice – Inclusive of the provisions in paragraph 00700-7.7, Dispute Resolution, if the Contractor disagrees with the Construction Manager's decision in Paragraph 00700-7.5.1, Contract Interpretation by the Construction Manager, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make a claim or request a change order. Potential claims or change orders pertaining to decisions provided in Paragraph 00700-7.5.1 or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager prior to Contractor performing the work giving rise to the potential claim or change order, if based on an act or failure to act by the City, or in all other cases, within five (5) days after the event or occurrence giving rise to the potential claim or change order. Written notice shall use the words "Notice of Potential Claim/Change Order." Such Notice of Potential Claim/Change Order shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Paragraphs 00700-6.3, Delays, 6.4, Time Extensions, 7.7, Dispute Resolution, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice as required by the Contract Documents is properly given, the Contractor shall have waived all rights to recover, and shall not recover, costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claims and change orders is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshall facts, and to plan its affairs. Such notice by the Contractor, and the fact that

the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

7.5.2.2 Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available each day, to the Construction Manager or his designated representative, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services used. Such information shall be submitted to the Construction Manager on a weekly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

It is the intent of this Section that these records be provided such that the Construction Manager and Contractor can determine and agree upon the Contractor's daily effort expended on the disputed work and determine accurate costs for the disputed work. Such determination shall not be construed as authorization for or acceptance of the disputed work.

7.5.2.3 Meetings - From time to time the Construction Manager may call a special meeting to discuss outstanding claims and potential change orders should it deem this of possible help. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

7.5.3 Claims - The term “Claim” means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between City and Contractor arising out of or related to the Contract Documents or the performance of the Work. The term “Claim” shall not include, and the Claims procedures provided under this Section, including but not limited to arbitration, shall not apply to the following:

a. Claims respecting penalties for forfeitures prescribed by statute or regulation that a government agency is specifically authorized to administer, settle, or determine.

b. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.

c. Claims respecting stop notices.

Inclusive of the provisions in paragraph 00700-7.7, Claim must include the following:

a. A statement that it is a Claim and a request for a decision.

b. A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.

c. A certification, executed by Contractor, that the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.

d. A certification, executed by each subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor’s portion of the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.

e. A statement demonstrating that a Change Order Request was timely submitted as required by Section 7 of the General Conditions and Section 01035.

f. If a Cost Proposal or declaration was required by Section 7 of the General Conditions and Section 01035, a statement demonstrating that the Cost Proposal or the declaration was timely submitted as required by Section 7 of the General Conditions.

g. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Section 7 of the General Conditions and Section 01035. The cost breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within 7 days of the date the cost reflected in the record is incurred. At the request of the Construction Manager or City's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, serial number, hours of use, dates of use and equipment rental rates of any rented equipment.

If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension under Section 6 of the General Conditions and Section 01310, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension. The Contract Schedule must demonstrate Contractor's entitlement to an adjustment of Contract Time under Section 6 of the General Conditions and Section 01310.

If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310.

For each claim submitted or filed by Contractor, including, but not limited to, any claim on behalf of Contractor and/or any claim by or on behalf of any subcontractor or supplier, of any tier, Contractor shall include the following certification, signed in the same manner as the Contract was signed:

I, being the (must be an officer) of (general contractor or subcontractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et. seq., pertaining to false claims, and further know and understand that submission or certification of a false claims many lead to fines, imprisonment and/or severe legal consequences."

7.6. Assertion of Claims

Claims by Contractor shall be first submitted to the Construction Manager for decision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by Construction Manager, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

Contractor shall submit a Claim in writing, together with all supporting data specified in Section 7.5 above, to Construction Manager as soon as possible but not later than 30 days after the date the Claim arises under Sections 6 and 7 of the General and Supplemental Conditions.

7.7 Dispute Resolution

All claims by Contractor for a time extension, payment of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the City of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less shall be subject to the provisions set forth in Public Contract Code Section 20104, et. seq. Those sections require that the claim be in writing, include the documents necessary to substantiate the claim, and be filed on or before the final date of payment, subject to all time limits and notice requirements for filing claims under the Contract.

Arbitration

Claims Subject to Public Contract Code Section 9204; Procedure

Application. This Section applies solely to the handling and resolution of a claim(s) sent to the City by registered mail or certified mail with return receipt requested in accordance with Public Contract Code Section 9204(c)(1). With respect to such claim(s), the provisions of Public Contract Code Section 9204 shall apply, and are hereby incorporated by reference into these documents and set forth in full at the end of this Section.

Mediation Procedures. Mediation conducted pursuant to Public Contract Code Section 9204 shall be in accordance with the following procedures:

- Request for Mediation: A request for mediation must be in writing and set forth a brief statement that identifies the claim(s), the asserted damages, the names, addresses, and contact information of the parties, and identify their authorized representative, if any, that will participate in the mediation. Contractor hereby expressly waives all claims not timely submitted to mediation in accordance with this Section.

- Selection of Mediator: The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 10 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

- Time and Place of Mediation: The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (*i.e.*, submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All

reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

- The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

- All meetings, communications and correspondence relative to the mediation procedures set forth in this Section shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code §§1115, *et seq*. and 1152.

- If, at the termination of the mediation proceedings pursuant to this Section, the claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by Contractor of any litigation or arbitration, the provisions of California law applicable to the presentation of claims and prosecution of disputes by the Contractor shall apply to claims asserted by the Contractor, including, without limitation, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor shall be responsible to fully satisfy and comply with all such requirements as may be applicable to any claim(s) presented by Contractor, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor expressly waives the removal provisions of California Code of Civil Procedure Section 394.

- In the event of any dispute between the City and Contractor, or during the pendency of any claim(s) or associated proceedings under this Section, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the Engineer.

Other Claims. The procedures and remedies provided herein do not apply to: (1) any claim(s) made by or on behalf of the City, unless the City consents to the application of these procedures and remedies; (2) any claim or dispute relating to stop payment notices; (3) any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this Section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this Section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this Section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Section.

(C) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This Section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this Section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this Section.

(f) A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this Section.

(g) This Section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this Section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This Section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

8.0 PAYMENT

8.1 Scope of Payment

8.1.1 General - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefore. Neither the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

8.1.2 Payment for Patents and Patent Infringement - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in any manner connected with, the performance of the work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultants, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.

8.1.3 Payment of Taxes - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract price.

8.1.4 Payment for Labor and Materials - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

8.2 Partial Payments

In consideration of the faithful performance of the work prosecuted in accordance with the provisions of these Specifications and the Contract, the City will pay the Contractor for all such work installed on the basis of percentage completion. Amounts earned will be based on accepted Cost Breakdown (Section 01025, Measurement and Payment).

Payments will be made by the City to the Contractor on estimates duly certified and approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved invoice). Payments will not be made for temporary construction or material submittals unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed between the City and the Contractor. Prior to submitting its payment estimate, the Contractor shall meet with the Construction Manager to reach agreement on the percent completion and materials on hand for that payment period.

The Contractor shall submit its estimate of the work completed during the prior month and the work completed to date in a format acceptable to the Construction Manager and corresponding to the accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Paragraph 00700-8.3, Partial Payments - Inclusion of Materials on Hand. Upon receipt of Contractor's requests for payment, the City shall act in accordance with the following:

a. The Construction Manager shall review the submitted estimates, as soon as practical after receipt, for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done and acceptable materials and equipment on hand.

b. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the City exceeds the seven (7) day return requirement set forth in subdivision (b) above.

Payment will be made by the City to the Contractor in accordance with City's normal accounts payable procedures; the City shall retain amounts in accordance with Paragraph 00700-8.4, Right to Withhold Amounts.

No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars ($1,000.00). Additionally, no payments shall be made until the Construction Manager has received an acceptable monthly schedule update covering the latest required period, certified payrolls and other required pay records, and a conditional waiver and release upon progress payment from Contractor for the current pay period and an unconditional waiver and release upon progress payment for the prior progress payment period. The City reserves the right to require, as a condition precedent to payment, that Contractor provide conditional and unconditional waivers and releases from Contractor's subcontractors and suppliers.

Subject to the provisions of this Section, the City shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code, if the City fails to pay an undisputed request for payment within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in the Code of Civil Procedure.

8.3 Partial Payments - Inclusion of Materials on Hand

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer

clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

a. Only equipment or materials which have received favorable review of shop drawings will qualify.

b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.

c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.

d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.

e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.

f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.

g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Paragraph 00700-8.4., Right to Withhold Amounts.

8.4 Right to Withhold Amounts

8.4.1 Retention - The City will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Code. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a qualified bank to be chosen by City, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of the Public Contract Code, and the implementing agreement.

Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount

of monies to be withheld by the City to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

Any Contractor wishing to exercise this option shall give notice in writing to City, and shall thereafter execute an escrow agreement in the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between;

_____

whose address is _____

hereinafter called "City", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Code, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for _____ in the amount of dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial owner.

2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the

Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of City:	On Behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On Behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

CITY:	CONTRACTOR:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

8.4.2 Other Withholds - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

b. Defective work not remedied.

c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.

d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

e. Damage to another Contractor or third party, or to property.

f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current "As-Built" record drawings.

g. The City's costs for the Contractor's failure to complete within the allowed time.

h. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.

i. Failure of the Contractor to make proper submissions, as herein specified.

j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.

k. Payments due the City from the Contractor.

l. Reduction of Contract Amount because of modifications.

m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.

n. Provisions of law that enable or require the City to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

8.5 Substantial Completion

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items.

Upon the completion of such corrective work, the Contractor shall notify the Construction Manager in writing. The Construction Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the project is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion. The Certificate shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the punch list accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgement, the Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the punch list within the time period provided in the Certificate of Substantial Completion.

City shall have the right to exclude Contractor from the Site after the date of Substantial Completion, but City will allow Contractor reasonable access to complete the Work or correct items on any deficiency list or punch lists at times and in areas designated by the City in its sole discretion and without additional compensation to Contractor.

8.6 Final Inspection and Payment

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the City that the Work, has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the City. After completion of the work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor in accordance with Paragraph 00700-8.2, Partial Payments.

After receipt of the last partial payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed, as provided in Paragraph 00700-7.5, may be specifically excluded by the Contractor from the operation of the release.

Neither final payment nor any retention shall become due until Contractor submits the following items to Construction Manager:

a. The final Application For Payment and all submittals required in accordance with the General Conditions.

b. All guarantees and warranties procured by Contractor from subcontractors, all operation and maintenance manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

c. Unconditional waivers and releases upon final payment from all subcontractors and suppliers and a conditional waiver and release upon final payment from Contractor.

d. Certified payroll records and all other pay records as determined by the City.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the City accept the project, the City will take formal action on acceptance.

Within ten (10) days of the acceptance by the City of the completed work embraced in the Contract, the City will cause to be recorded in the office of the County Recorder a Notice of Completion.

Thirty-five (35) days after recording the Notice of Completion of the work involved in the Contract, the City will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

8.7 Warranty of Title

No material, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

9.0 EXISTING UTILITIES

9.1 General

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate notification center, U.S.A., 1-800-642-2444.

9.2 Notification and Location

At least three (3) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which the Contractor believes may affect or be affected by the Contractor's operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

9.3 Damage and Protection

The Contractor shall immediately notify the Construction Manager and utility owner of any damage to a utility.

For work within a public right of way or utility easement, the party responsible for the cost of repairing and/or relocating damaged utilities shall be as follows:

	Description	Responsible Party
a.	Utility mains delineated incorrectly on City's plans	City/Utility Company
b.	Utility mains delineated correctly on City's plans but information provided incorrectly by utility company	Utility Company
c.	Utility mains not shown on City's plan	Utility Company
d.	Utility mains incorrectly marked in the field by utility company	Utility Company
e.	Utility mains incorrectly marked and/or delineated on City's plans	Contractor
f.	Utility service laterals whether indicated or not indicated on plans and whether correctly or incorrectly shown on City's plans	Contractor

9.4 Utility Relocation and Rearrangement

The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the Construction Manager of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by Construction Manager. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 00700-9.3, Damage and Protection.

Where it is determined by the Construction Manager that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the Construction Manager will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 00700-7.2, Change Orders.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

10.0 APPLICABLE LAW/CODE REQUIREMENTS

Contractor shall perform the Work in accordance with the following Applicable Law/Code Requirements and all code requirements listed in the Scope of Work:

a. All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over City, Contractor, any subcontractor, the Project, the Project site, the Work, or the prosecution of the Work, including, but not limited to:

   (1) any federal, state or local law, code, regulation or consent order or agreement having the force of law;

   (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any governmental or regulatory agency having appropriate jurisdiction;

   (3) any established interpretation of law or regulation utilized by an appropriate governmental or regulatory agency if such interpretation is documented by such governmental or regulatory agency and generally applicable; and,

   (4) any governmental or regulatory agency approval, in each case applicable from time to time to the siting, permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of the Facilities

b. Applicable Sections in the State of California Labor Code.

c. All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5, and applicable sections that follow). Contractor shall promptly notify City's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to City and City's Representative, Contractor shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

The Applicable Code Requirements under this Section shall be those in existence at the time the Contract is approved by the City Council. Any significant change in the Applicable Code Requirements that occurs after approval of the Contract by the City Council, and that significantly changes the scope or cost of work in the respective stages, shall be addressed through the change order and modifications procedures established in the Contract Documents.

11.0 USE OF SITE AND CLEAN UP

Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

Personnel of Contractor and subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

Contractor shall conduct and cause all working forces at the site to maintain the site in a neat orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control, the Contractor shall use water or turn soil to reduce the dusty conditions, all to the satisfaction of the City's Representative and in accordance with Section 10 of the City of Stockton Standard Specifications. During construction, Contractor shall remove all rubbish and debris as it is generated to the satisfaction of the Engineer.

12.0 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

The term "Guarantee To Repair Period" means a period of 1 year from Final Completion, unless a longer period of time is specified.

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period, and (2) replace, repair, or restore to City's satisfaction

any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from City's Representative or City, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for City's Representative's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities.

If immediate correction of Defective Work is required for life safety or the protection of property and is performed by City or Separate Contractors, Contractor shall pay to City all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

Contractor shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by City.

If Contractor fails to commence correction of Defective Work within 10 days after notice from City or City's Representative or fails to diligently prosecute such correction to completion, City may correct the Defective Work; and, in addition, City may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

If Contractor fails to pay the costs of such removal and storage as required by the Contract Documents within 10 days after written demand, City may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to City, including compensation for City's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to City, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to City.

Contractor's obligations under this Section are in addition to, and not in limitation of, its warranty under Section 01015 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Defective Work, including, but not limited to, under CCP Sections 337.1 and 337.15. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

*****END OF SECTION*****

SECTION 00800 - SUPPLEMENTARY CONDITIONS

1.0 LOCAL EMPLOYMENT (For contracts valued at $100,000 and above)

Contractor shall make a good-faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents.

Contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a viable apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the contractor employs workers in performing any of the work under the contract.

If, in response to a written request made at least 48 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required, an apprenticeship program(s) does not dispatch any apprentice or dispatches fewer apprentices than requested to a contractor (that has agreed to employ and train apprentices in accordance with California Labor Code Section 1777.5) within 72 hours of such request (excluding Saturdays, Sundays and holidays), that contractor shall be considered in compliance with the apprentice employment requirement for that trade or craft for a 90-day period from the request date, provided the contractor employs those apprentices who are dispatched. Where there is more than one viable apprenticeship program for that trade or craft serving the San Joaquin Valley, a contractor, that is not a participant in or an affiliate of an apprenticeship program and receives fewer apprentices dispatched than requested, shall not be considered in compliance with the apprentice employment requirement unless the contractor has made a written request for the dispatch of apprentices from at least two viable apprenticeship programs. A contractor, that is a participant in or an affiliate of an apprenticeship program, shall make dispatch requests to the program in which it is affiliated or participating.

In the event that no viable apprenticeship program exists for a particular craft or trade, the contractor shall be exempt from the requirements of this Section with regard to that craft or trade.

A contractor employing apprentices pursuant to this Section shall employ apprentices in a ratio of not less than one apprentice for each five journeymen in the apprenticeship craft or trade classification that are employed on the public work contract unless to do so would result in apprentice employment in ratios below the minimum ratios prescribed by California Labor Code Section 1777.5 in which case apprentice employment shall be at least in the ratios prescribed by California Labor Code Section 1777.5.

This Section shall not be construed so as to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by the California Labor Code.

1.1 GOOD FAITH EFFORT

A bidder or contractor who fails to meet the goal of having 50 percent of its work force be residents of Stockton shall, nevertheless, be deemed to have made a "good faith effort" to hire sufficient

numbers of residents of Stockton if, prior to execution of the contract with the City, six (6) or more of the following employee recruitment activities have been undertaken and documented:

(A) Placing a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.

(B) Placing a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.

(C) Advertising existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.

(D) Conducting a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City or other public facility (may be combined with other contractors).

(E) Providing ongoing assistance to Stockton residents in completing job application forms.

(F) Conducting a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City or other public facility (may be combined with other contractors).

(G) Establishing a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.

(H) Conducting job interviews within 10 miles of the location designated for contract performance.

(I) Advertising valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.

(J) Telephone solicitation of known potential local subcontractors or employees.

(K) Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

1.2 REQUIRED DOCUMENTATION

The contractor shall keep, and provide to the City, on standardized forms acceptable to the City, an accurate record showing the name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees.

The contractor shall keep, and provide to the City, on forms acceptable to the City, an accurate record, documenting the contractor's good faith efforts to comply with the local resident employment and apprentice employment provisions of this Section. Said records shall include: a listing by name and address of all local recruitment sources contacted by the contractor; the date of the local recruitment contact and the identity of the person contacted; the trade *and* classification *and number of* employment referrals requested; *the* number *of* local residents employed as a result of the contact; and the identity and address of the person(s) employed pursuant to the contact.

1.3 FORMS SUBMITTED UNDER PENALTY OF PERJURY

All forms required under this Section shall attest to the veracity of the information set forth therein and shall be submitted under penalty of perjury.

1.4 IRRESPONSIBLE BIDDER DECLARATION

Should any contractor or subcontractor fail to abide by the good-faith local resident employment and apprentice employment provisions of this Section, the contractor or subcontractor may be declared by the City to be an irresponsible bidder on future projects pursuant to Section 3.72.010 of this Code.

1.5 BINDING ON SUBCONTRACTORS

The good-faith local resident employment and apprentice employment provisions of this Section shall bind the contractor both with respect to persons employed directly by the contractor and to all persons employed by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document said compliance by submitting, and making available to the City, the forms required by this Section.

1.6 DEFINITIONS

As used in this Section, the following terms shall have the following definitions:

(A) "Qualified individual" means an individual who is in a certified state or federally approved apprenticeship program in an applicable trade or has become a journeyperson in his or her applicable trade.

(B) "Contract for public works or improvement" means any contract with the City for construction, alteration, demolition or repair work.

(C) "Resident of Stockton" means an individual who has been domiciled, as defined by Section 200(b) of the California Elections Code, within the boundaries of Stockton for at least one year immediately preceding the date of the award of contract by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as a rent/lease agreement, telephone and utility bills or payment receipts, a valid California driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within Stockton. For the purposes of this Section, the following Zip Code areas are considered to be within Stockton:

95202, 95203, 95204, 95205, 95206, 95207, 95209, 95210, 95212, 95215 and 95219.

(D) "Viable apprenticeship program" means an apprenticeship program approved by the California Department of Apprenticeship Standards that has graduated apprentices annually for at least the past five years. Any apprenticeship program that has been approved for less than ten years shall be deemed a viable apprenticeship program provided that, following the fifth anniversary of its approval by the California Department of Apprenticeship Standards, it graduates apprentices each subsequent year.

1.7 CONTRACTS - SUBCONTRACTS

Contracts and bid documents shall incorporate this Section by reference and shall provide that the failure of any contractor or subcontractor to comply with any of the requirements of this Section shall be deemed a material breach of the contract or subcontract.

All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to that subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of this Section with regard to that subcontract or seek remedies available under this Section should a party to the subcontract fail to comply with any of the provisions of this Section that apply to the subcontract. However, nothing set forth herein shall create a contractual relationship, or privity, between the City and any subcontractor. Bidders or contractors and subcontractors shall maintain records necessary for monitoring their compliance with this Section.

1.8 EXCEPTIONS

The provisions of this Section shall not apply:

(A) Where the City determines that the contract is necessary to respond to a declared emergency which endangers the publish health, welfare, or safety and there is no time to apply the provisions of this Section.

To City construction contracts or portions thereof, wherein the work is of a highly specialized nature as determined by the City Council when the contract specifications are approved (Ord. 011-09 § 1, eff. 10-01-09)

LOCAL EMPLOYMENT ORDINANCE
COMPLIANCE DOCUMENTATION

Final Report

For

PROJECT NAME
PROJECT NO.

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

Notice to Proceed: _____
Date

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms no later than 30 days after Substantial Completion of the Project.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL RESIDENT PARTICIPATION

List the actual number of hours performed in Table 1

TABLE 1

ITEM	DESCRIPTION	HOURS TO DATE
A	Total number of hours performed at the jobsite	
B	Qualifying number of labor hours performed at the jobsite	

Qualifying hours are defined as hours performed by Local Residents.

Percent local participation: B/A x 100 =

SUMMARY SHEET FOR APPRENTICESHIP REQUIREMENT

TABLE 2

Trade/ Classification	Number of Journeymen	Number of Apprentices

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 3

Employee Name *	Zip Code of Residence	Local Resident Yes/No	Meets one year Residency Requirement Yes/No	Hours Employed	Base Hourly Pay	Total Hourly Pay

If apprentice, please indicate with an asterisk (*)

Please provide supporting documentation for proof of residence and one year residency requirement.

GOOD FAITH EFFORT DOCUMENTATION

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

Please check all boxes that apply:

- ☐ Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- ☐ Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- ☐ Advertised existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.
- ☐ Conducted a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City facility (may be combined with other contractors).
- ☐ Provided ongoing assistance to Stockton residents in completing job application forms.
- ☐ Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City facility (may be combined with other contractors).
- ☐ Established a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.
- ☐ Conducted job interviews within 10 miles of the location designated for contract performance.
- ☐ Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- ☐ Telephone solicitation of known potential local subcontractors or employees.
- ☐ Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

Please provide supporting documentation for all boxes checked.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Local Employment Ordinance.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Local Employment Ordinance Provisions, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)	Name of Firm
Name and Title (Print)	Date

2.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT (For contracts valued at $1,000,000 and above)

Attachment A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT FOR THE CITY OF STOCKTON

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations performed for and within the City of Stockton and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects subject to this Agreement, and to support the efforts of the City to increase employment opportunities for workers who reside in Stockton, to help increase training and employment opportunities for the City's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools.

WHEREAS, the City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including buildings, parks, entertainment venues, golf courses, utility systems, the transportation system and other facilities; and

WHEREAS, the City undertakes and anticipates undertaking many of the projects identified in the current and proposed Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of threshold set forth in this Agreement; and

WHEREAS, the City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves; and

WHEREAS, the City has determined that applying the same Agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by Unions affiliated with the San Joaquin Building and Construction Trades Council ("the Council") and employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

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WHEREAS, the interests of the general public, the City and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption due to labor disputes; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, unemployment rates in Stockton have been consistently higher than in California as a whole and statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate; and

WHEREAS, due to the lack of jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic, increased pollution, and other serious environmental impacts; and

WHEREAS, because of the shortage of local jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the day; and

WHEREAS, absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole; and

WHEREAS, the contracts for the construction of the projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws and regulations; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects that will be subject to this Agreement; and

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "City" means the City of Stockton and its public employees, including managerial personnel.

1.3 "Contractor(s)/Employer(s)" or "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the City or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.4 "Construction Contract" means a contract awarded by the City for public work within the meaning of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

1.5 "Project" means any construction project of the City whose value as determined by the higher of the engineer's estimate of the total cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project, exceeds one million dollars ($1,000,000). By mutual consent of the City and the Council, this threshold amount may be reduced to an amount not below two hundred and fifty thousand dollars ($250,000) after one year from the effective date of this Agreement.

1.6 "Union" or "Unions" means the San Joaquin Building and Construction Trades Council, AFL-CIO ("the Council") and any other labor organization, including those affiliated with the Council, signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions").

1.7 "Stockton Resident" means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

1.8 "Local Area Resident" means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County according to the criteria set forth in Stockton Municipal Code Section 3.68.095(I)(3) for Stockton Residents.

1.9 "Project Manager" means the business entity or City employee designated by the City to oversee all phases of construction on the Project.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, which shall be on file with the City.

1.11 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch List" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Project may be completed in phases and Completion of any such phase may occur prior to Completion of the Project.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the City and all Contractor(s)/Employer(s) performing construction contracts on the Project, including surveying and on-site testing and inspection where such work is traditionally covered by a Master Agreement with a Union, and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts identified by the City as part of the Project. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Project. Should the City suspend or remove any individual contract from the Project and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.11 of this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, on-site soils and material inspection and testing, and demolition of any existing structures required to be performed to complete the Project. This Agreement shall apply to any start-up, calibration, commissioning, performance testing repair, and operational revisions to systems and/or subsystems for the Project performed after completion, unless it is performed by City employees. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all onsite fabrication work over which the City or any Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This Agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current "Master Agreement" or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be considered Covered Work; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by bid specifications.

2.4 Exclusions from Covered Work

2.4.1 The Agreement shall be limited to construction work on the Project and is not intended to, and shall not affect or govern the award of public works contracts by the City which are not a part of the Project.

2.4.2 The Agreement shall not apply to a Contractor's/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.3 This Agreement shall not apply to work by employees of the City.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, City or other governmental bodies or their contractors; or by public or private utilities or their contractors that is not part of the Project.

2.4.5 This Agreement shall not apply to the Project where the Agreement is prohibited by state or federal law or where the express conditions for the receipt of non-de minimis state or federal funding prohibit the City from applying this Agreement to the Project.

2.5 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor(s)/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance Committee and the Grievance and Arbitration Procedure set forth in Article XII.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge ("NTL") Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII, XIII of this Agreement shall apply to such work.

2.7 Award of Contracts. It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall be included as a condition of the award of Construction Contracts for the Project. By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s)/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s)/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s)/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement shall only be binding on the signatory parties hereto, their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s)/Employer(s) agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor(s)/Employer(s) on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor(s)/Employer(s) on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contactor(s)/Employer(s) covered by the Agreement.

(3) If a Master Agreement between a Contractor(s)/Employer(s) and the Union expires before the Contractor(s)/Employer(s) completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor(s)/Employer(s) gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor(s)/Employer(s) on said contract for work covered under this Agreement and the Union and the Contractor(s)/Employer(s) agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor(s)/Employer(s). If the new or modified Master Agreement reached between the Union and Contractor(s)/Employer(s) provides that any terms of the Master Agreement shall be retroactive, the Contractor(s)/Employer(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the Project within seven (7) days after the effective date of the new or modified Master Agreement.

4.1.1. Notification: If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The Senior Executive of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XII. Notice to the arbitrator shall be

by the most expeditious means available, with notices by facsimile, electronic mail or telephone to the party alleged to be in violation, to the City, to the Council and to the involved Local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex-parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
PRE-CONSTRUCTION CONFERENCE

5.1 The Project Manager shall convene a pre-construction conference to be held at least fourteen (14) days prior to the commencement of each construction phase, at a time and location mutually agreeable to the Council. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

5.2 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the Local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII
REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require

equal employment opportunities and non-discrimination. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s)/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s)/Employer(s), the Contractor(s)/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.5 The parties to this Agreement support the development of increased numbers of skilled construction workers from the City of Stockton and San Joaquin County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, Local Area Residents, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

ARTICLE IX
WAGES AND BENEFITS

9.1 All Contractors/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds established by such appropriate local agreements. The Contractor(s)/Employer(s) authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s)/Employer(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the City to the extent such Master

Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

9.4 During the period of construction on this Project, the Contractor(s)/Employer(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s)/Employer(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

9.5 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

ARTICLE X
EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors'/Employers' compliance with this Agreement.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or City on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or City, or his/her designee, or the representative of the employee, and the representative of the involved Contractor(s)/Employer(s) shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor(s)/Employer(s) involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of two (2) representatives of the City; and one (1) representative of the Project Manager, and three (3) representatives of the San Joaquin Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. If any of the arbitrators listed below or in Article 4 is no longer working as a labor arbitrator at the time of selection, the City and the Council shall mutually agree to a replacement. In addition, the City and the Council may mutually agree to add additional arbitrators to those listed below.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. William Engler

12.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The decision of the Arbitrator shall be

final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV MANAGEMENT RIGHTS

14.1 The Contractor(s)/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XV HELMETS TO HARDHATS

15.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

15.3 Nothing in this Article shall be interpreted to preclude any Contractor(s)/Employer(s) that is not signatory to a Master Agreement to utilize an alternative plan or program for recruiting, training and facilitating construction industry employment opportunities for military veterans and members of the National Guard and Reserves. Before utilizing such alternative program on the Project, such Contractor(s)/Employer(s) shall provide the City with a description of such plan or program.

ARTICLE XVI DRUG & ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.

ARTICLE XVII
TERM SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s)/Employer(s), the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII
LOCAL HIRE, PRIORITY APPRENCTICE AND WORKFORCE DEVELOPMENT PROGRAM

18.1 The objective of the City in creating this Local Hire, Priority Apprentice and Workforce Development Program is to enhance and encourage employment opportunities for Stockton residents and to enable effective construction career pathways for Local Area Residents through California State approved Joint Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

18.2 Local Hire. The City establishes the following Local Hire goals and commitments:

18.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union, qualified and available, Local Area Residents for Project work. The parties agree to a goal that Stockton residents shall perform a minimum of 50% of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of Stockton residents are not available to fulfill the 50% local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Stockton resident workers and in utilizing their hiring hall procedures to facilitate this 50% goal.

18.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to Stockton businesses through the City's Local Business Preference Ordinance. In furtherance of this commitment, the parties agree that such

Stockton contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;

(3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade; and

(5) are Stockton residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

18.2.3 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility under Section 18.2, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

18.3 Priority Apprenticeship and Workforce Development

18.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

18.3.2 The parties agree to a goal that 50% of apprentices employed on the Project shall be residents of the City of Stockton or other Local Area Residents. In achieving this goal, at-risk youth who reside in the following zip codes within the City of Stockton, shall be given priority in the apprenticeship recruitment process: 95202, 95203, 95204, 95205, and 95206. If sufficient numbers of Stockton residents are not available, then a good faith effort will be made by the Unions to utilize residents of San Joaquin County. All apprentices referred to Contractors under this

Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

18.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 18.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

18.4 Good Faith Efforts. A Contractor or subcontractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprenticeship and Workforce Development Program goals of the City. The Contractor or subcontractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

18.4.1 Within seven (7) calendar days after Notice to Proceed, the Contractor or subcontractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprenticeship and Workforce Development Program goals.

18.4.2 The Contractor or subcontractor shall notify the Project Manager of the City by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

18.4.3 The Contractor or subcontractor may use the "Name Call", "Rehire" or other available hiring hall procedures to reach the goals of this Article XVIII.

18.5 Enforcement, Compliance and Reporting

18.5.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Stockton and Local Area Residents work hour utilization on the Project and Local Area Residents; and 2) documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

18.5.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Workforce Development Program and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor or subcontractor has not complied with the goals or demonstrated good faith efforts to

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

ARTICLE XIX TERM

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

CITY OF STOCKTON

_____ Date: 8/24/16
Name: KURT O. WILSON
Title: CITY MANAGER

ATTEST:
By: _____
BONNIE PAIGE, CITY CLERK

APPROVED AS TO FROM
By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM
By: _____ Title: ATTORNEY FOR SAN JOAQUIN BTC
DANIEL CARDOZO

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

_____ Date: _____
Name:
Title:

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CITY OF STOCKTON

_____ Date: _____
Name: KURT O. WILSON
Title: CITY MANAGER

ATTEST:

By: _____
BONNIE PAIGE, CITY CLERK

APPROVED AS TO FROM

By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM

By: _____
DANIEL CARDOZO

Title: _____

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

_____ Date: 8/24/16
Name: Sam Kharufeh
Title: Secretary/Treasurer

3238-017jj

Attachment A

UNIONS

Electrical Workers # 595.

Sheet Metal Workers # 104

BAC #3

Boilermakers # 549

Cement Masons # 400

District Council # 16

Heat & Frost Insulators & Asbestos # 16

Iron Workers #378

Underground Utility/Landscape #355

Sign & Display # 510

Operating Engineers #3

Northern California Carpenters Regional Council on behalf of itself and its affiliated local Unions

Plasterers and Cement Masons # 300

Plumbers and Pipefitters #442

ON BEHALF OF BUSINESS MANAGER SHAWN BARRICK, BUSINESS AGENT

Road Sprinkler Fitters # 669

Roofers and Water proofers # 81

Iron Workers #118

Laborers #73

Teamsters #439

Attachment A

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date:_____

_____
Name of Contractor

_____
(Name of Contractor Representative)

_____
(Authorized Officer & Title)

_____
CSLB # or Motor Carrier Permit

3238-017jj

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COMMUNITY WORKFORCE AND TRAINING AGREEMENT COMPLIANCE DOCUMENTATION

Monthly Workforce Utilization Report

MM/DD/YYYY through MM/DD/YYYY

For

PROJECT NAME
PROJECT NO.

CITY OF STOCKTON
_____ DEPARTMENT

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms to be submitted monthly.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL WORKFORCE UTILIZATION

TABLE 1

ITEM	DESCRIPTION	HOURS
A	Total hours performed at the jobsite $(\Sigma 2 + \Sigma 3)$	
B	Labor hours performed at the jobsite by Stockton Residents $(\Sigma 1)$	
C	Labor hours performed by Local Area (San Joaquin) Residents $(\Sigma 2)$	
D	Labor hours performed at the jobsite by Apprentices $(\Sigma 5 + \Sigma 6)$	
E	Labor hours performed at the jobsite by Stockton Apprentices $(\Sigma 4)$	
F	Labor hours performed by Local Area (San Joaquin) Apprentices $(\Sigma 5)$	

Local Hire Requirements:

$$\text{Primary Goal} = \frac{B}{A} \times 100\%$$

= _____% must be equal to or greater than 50%

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{C}{A} \times 100\%$$

= _____% must be equal to or greater than 50%

State of California, Department of Industrial Relations, Division of Apprenticeship Standards Requirements:

$$\frac{D}{A} \times 100\%$$

= _____% must be equal to 20%

Priority Apprenticeship and Workforce Development Requirements:

$$\text{Primary Goal} = \frac{E}{D} \times 100\%$$

= _____% must be equal to or greater than 50%

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{F}{D} \times 100\%$$

= _____% must be equal to or greater than 50%

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 2

Employee Name *	Union	Zip Code of Residence	Employee Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			Check, if Yes	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*
TOTAL				Σ1		Σ2		Σ3

If apprentice, please indicate with an asterisk (*)

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095 (I) (3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

You may be required to provide supporting documentation for proof of residency.

Priority zip codes are: 95202, 95203, 95204, 95205, and 95206.

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE BY APPRENTICES

TABLE 3

Trade/Classification	Number of Journeymen Hours	Number of Apprentices Hours	Apprentice Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			Check, if Yes	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*
TOTAL				Σ4		Σ5		Σ6

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Community Workforce and Training Agreement.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Community Workforce and Training Agreement, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)	Name of Firm
Name and Title (Print)	Date

3.0 Labor, Working Hours:

3.1. No Work shall be done between **[6:00 p.m. and 7:00 a.m.]** without permission of the City. However, emergency work may be done without prior permission.

3.2. Night Work may be undertaken as a regular procedure with the permission of the City; such permission, however, may be revoked at any time by the City if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

4.0 Services, Materials, and Equipment:

A. Interfaces to Equipment, Instruments, and Other Components:

1. The drawings, specifications, and overall design are based on preliminary information furnished by various equipment manufacturers which identify a minimum scope of supply from the manufacturers. This information pertains to, but is not limited to, instruments, control devices, electrical equipment, packaged mechanical systems, and control equipment provided with mechanical systems.

2. Provide all material and labor needed to install the actual equipment furnished, and include all costs to add any additional conduit, wiring, terminals, or other electrical hardware to the work, which may be necessary to make a complete, functional installation based on the actual equipment furnished. Make all changes necessary to meet the manufacturer's wiring requirements.

3. Submit all such changes and additions to the Construction Manager for acceptance in accordance with the General Conditions.

4. Review the complete set of drawings and specifications in order to ensure that all items related to the electrical power and control systems are completely accounted for. Include any such items that appear on drawings or in specifications from another discipline in the scope of Work.

B. Until Substantial Completion of the Work is acknowledged by the City, Contractor shall have the responsible charge and care of the Work and of materials to be used herein, including materials for which Contractor has received partial payment or materials which have been furnished by the City, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before the Work's completion and acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, Contractor shall, at Contractor's own expense, provide suitable drainage and erect such temporary structures or rent such structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of an extension of time from any cause whatever shall not relieve Contractor of Contractor's responsibility for the Work and materials as specified herein.

D. When the quality of a material, process, or article is not specifically set forth in the Contract Documents, the best available quality of the material, process, or article shall be provided.

E. Delivery and Inspection:

1. Deliver products in undamaged condition, in manufacturer's original container or packaging with identifying labels intact and legible. Include date of manufacture on label.

*****END OF SECTION*****

SECTION 00810 - MODIFICATIONS TO GENERAL CONDITIONS

NONE

END OF SECTION

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SECTION 00820 - LIABILITY AND INSURANCE REQUIREMENTS

1.0 INDEMNIFICATION

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

2.0 INSURANCE REQUIREMENTS

Exhibit B:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

5. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

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

Waiver of Subrogation

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

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the

same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond

2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

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

Special Risks or Circumstances

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

Certificate Holder Address

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

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

*****END OF SECTION*****

SECTION 01010 - SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT DOCUMENTS

The work shall be performed in accordance with the intent of the Contract Documents as stated in the Contract Documents, excluding only the Work indicated or specified to be provided by the City or others under separate contract or other arrangement.

2.0 CONTRACT ADMINISTRATION

The following are designated:

2.1 Name of Construction Manager

Kelly Sao
Associate Engineer
2500 Navy Drive
Stockton, CA 95206

2.2 Name of Design Consultant

N/A

2.3 Name of City's Representative

Kelly Sao
Associate Engineer
2500 Navy Drive
Stockton, CA 95206

3.0 TIME ALLOWED FOR COMPLETION

In accordance with the provisions of Paragraph 00700-6.2, Time of Completion, substantial completion of this project shall be completed within **one hundred and fifty (150)** consecutive calendar days from the effective date of the Notice to Proceed and final completion shall be achieved within **thirty (30)** consecutive calendar days following substantial completion.

4.0 DAMAGES FOR DELAYS

In accordance with the provisions of Paragraph 00700-6.5, Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for substantial completion, and for the period of time that any portion of the work remains unfinished after the time fixed for final completion, in the Contract documents, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City **one thousdand Dollars ($1,000)** per day liquidated damages. Should work remain unfinished after the time fixed for both substantial completion and final completion, the liquidated damages shall remain **one thousand Dollars ($1,000)** per day.

5.0 WEATHER DAYS

In accordance with the provisions of Paragraph 00700-6.4.2.c., Weather Delays, an allowance of **Days (0)** calendar days of weather caused delay is provided.

6.0 WORK SEQUENCE AND CONSTRAINTS

Refer to Section 01040, Coordination.

7.0 OCCUPANCY REQUIREMENTS

Refer to Section 01040, Coordination.

8.0 CITY FURNISHED MATERIALS

8.1 **Plans and Specifications** - At the Contractor's request, the City will deliver original documents to, and pickup up from, a duplication service in the Stockton metropolitan area. The Contractor shall be responsible for the cost of the additional copies, and for picking up such copies. At no time will the City make the original documents available to the Contractor.

9.0 TRENCH EXCAVATION

The maximum amount of trench remaining open without backfill shall be **zero (0)** feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work, trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications. No more that two consecutive trench plates will be allowed at anytime when the Contractor is not at the site of work.

10.0 WORK UNDER OTHER CONTRACTS

The City's Utility Facilities are critical facilities that operate twenty-four hours each and every day. During the life of this contract, other contracts may be let to construct, operate, maintain, or repair facilities in and/or around the project sites. The Contractor shall refer to the provisions pertaining to cooperation and coordination elsewhere in these Contract Documents, and shall coordinate with the City to minimize interferences to or caused by other contracts.

Other work anticipated to occur during the life of this project includes, but is not limited to, the following: **(RWCF Modifications Project)**

11.0 CONTRACTOR'S WORK PERCENTAGE

The minimum portion of the work to be performed by the Contractor's forces shall be fitfy-one percent (51%) for this contract.

12.0 UNDERGROUND FACILITIES

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist, prior to installation work, until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided to the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

13.0 LEGAL AND CITY HOLIDAYS

New Years Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Cesar Chavez Observance	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veteran's Day
Thanksgiving and the Day after	Christmas

The City will have limited staff and support capabilities available during these holidays. Requests for inspection or other City services on holidays will be paid for by the Contractor at the established holiday pay scale rate for the services required. The City shall determine the appropriate level of response and support needed in terms of any request.

*****END OF SECTION*****

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SECTION 01015 – GENERAL PROVISIONS

1.0 GENERAL

1.1 Description

This Section covers general provisions and requirements for the Work and is supplementary to the Standard Specifications and the Conditions of the Contract.

1.2 Guarantee

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Final Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. If a specific item (or items) of equipment or material cannot be utilized by the Owner at Final Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the Owner is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. Within the guarantee period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the Owner, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said items, or the performance of said work. If, within ten (10) days, unless specified otherwise by the Owner, after the Owner gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the Owner may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor. In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

1.3 Contractor's License

The Contractor for this Project shall possess at the time of bid, and maintain throughout the duration of the Contract, a valid California Class "A" General Engineering Contractor's License.

1.4 Patents

Royalties and fees from patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the Work, shall be included in the Contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damage or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for infringement or alleged infringement of any patents involved in the Work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner

will not be made while any suit or claim remains unsettled. The Contractor, however, will not be held liable for the defense of any suit or other proceeding, nor the payment of any damages or other costs for the infringement of any patented process required by the Contract Documents; except if the Contractor has information that the process so required is an infringement of a patent, the Contractor shall be liable for any damages or claims in connection therewith unless he promptly notifies the Owner of such infringement.

2.0 PRODUCTS (Not applicable in this Section)

3.0 EXECUTION

3.1 Public Complaints.

The Contractor shall respond to public complaints when requested by the Owner.

3.2 Guarantees and Warranties

Except as herein specified, all guarantees and warranties shall conform with applicable requirements of Sections 7-1.23 and 7-1.24 of the Standard Specifications, entitled “Guarantee (General)” and “Guarantee (Specific),” respectively.

3.3 Precedence of Contract Documents

A. Section 00700, Paragraph 1.2 applies.

B. Detail Drawings take precedence over small-scale drawings and full-size Drawings shall be followed in preference to both. Full-size Drawings take precedence over reduced-size Drawings.

3.4 Care and Protection of Property

If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition, as determined by the City, which is similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner. The Contractor is responsible for the following at his own expense:

A. To conduct his operation in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. Such operations shall be confined to the least possible space and shall be accomplished in a neat and workmanlike manner, taking care not to unnecessarily disturb or damage adjoining property, disturbing only those trees, shrubbery, floral pieces or other landscaping planting, fences, buildings, structures or other facilities of any kind or description in the manner and as directed by the Owner. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. Re-vegetation of disturbed property shall be accomplished in such manner as required to return the property to its prior condition or better.

B. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.

C. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the Owner determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.

D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

E. To clean up not less than at the end of each work day, all refuse; rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other Owner facilities still in operation.

F. To remove and dispose of off-site in accordance with all Federal, State and local regulations, all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final payment.

G. To affect all cutting, fitting or patching of his Work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

H. To close work access during time when active construction work is not ongoing.

3.5 Field Check of Existing Improvements

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. The Contractor shall notify the Owner if existing conditions are not as shown on drawings.

3.6 Protection of Existing Improvements

A. In the performance of the Work contemplated under this Contract, the Contractor shall take all precautions necessary, including but not limited to those described herein, to ensure that all existing improvements not specifically indicated for removal are not damaged or interfered with in any way. Should the Contractor disturb or damage such improvements without authorization, all expense for replacement or repair of the existing improvements so disturbed or damaged shall be borne by the Contractor. The Owner has diligently attempted to correctly locate and show the existing utilities, pipelines and substructures in the vicinity of the Work, but the Owner does not guarantee that there are not improvements other than those shown, nor that the locations shown are entirely correct. Failure of the Owner to show all the existing utilities, pipelines and substructures and their locations shall not be a basis for claim for extra work. The Contractor shall be held responsible for all damage to existing utilities, pipelines and substructures whether shown or not.

B. Notify Underground Service Alert (U.S.A.), telephone 800-642-2444, at least forty-eight (48) hours prior to performing any excavation for this Work. In coordination with the appropriate authorities probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur.

In the event interferences in construction are encountered with the various existing improvements, the Owner reserves the right to appropriately change the alignment and grade of the facilities. Additional materials required to accommodate such change shall be paid in accordance with unit prices as prescribed in Section 9 of the Standard Specifications.

3.7 Cooperation With Others

A. The Contractor is hereby advised that work on other contracts within or adjacent to his contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

B. In case of interferences between the operations of different construction contractors, the Owner will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for any claims for additional compensation.

C. The Contractor shall coordinate his activities with the Owner as they relate to utility shutdowns. The Plant must operate 24 hours per day and only the Owner's staff will be permitted to operate valves or other utilities.

3.8 Unfavorable or Hazardous Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operation to work which will not be affected adversely thereby. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner as determined by the Owner.

3.9 Testing and Substantial and Final Completion

See Section 01660.

***** END OF SECTION *****

SECTION 01025 - MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1. Measurement of Quantities

Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

1.2 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weigh master's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

1.4 Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the

transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 DESCRIPTION OF BID ITEMS

2.1. General

Bid Items 1 through 10 are presented to indicate major categories of the work for purposes of comparative bid analyses, payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.2 Duration of Prices

Quoted prices accepted by the City shall be held good and in effect until the Work is completed and accepted by the City, unless modified by Change Order.

2.3 Bid Items

Compensation for all equipment, tools, materials, labor, service, travel, and incidentals, and for doing the work and all other items required to complete the Work in conformity with the Contract Documents will be included in the payment provided in this Section unless specifically excluded. No other compensation will be made except for the items listed in the Bid Proposal. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor, and the cost therefore included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the Construction Manager. No adjustment in prices will be made where any quantities provided in the Item Description vary from actual quantities, unless the work described and shown in the Contract Documents has been modified by the City.

2.3.1 **Bid Item 1 - Mobilization/Demobilization, Bonds, Permits and Insurance on all work** - Bid Item 1 includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; for the marshaling of equipment; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the Contract Documents for this Project; demobilize all manpower, equipment, unused material, facilities and incidentals from the jobsite upon completion of construction activities; clean up and restoration to the preconstruction condition.

Payment for Bid Item 1 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 1 shall be subject to retention in accordance with applicable contract requirements.

2.3.2 **Bid Item 2 - Removal of Existing Lava Rocks Media** - Bid Item 2 includes all labor, equipment, materials, and all incidentals needed to remove all the lava rock media in the bioscrubber as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 2 will be made at the unit price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown and subject to retention in accordance with applicable contract requirements. Quantity provided is only an estimate. Actual quantity may be greater or less than estimated quantity. Payment shall be made based on actual quantity removed and the unit price provided by the Contractor. No other adjustments or compensations shall be made to the Contractor.

2.3.3 **Bid Item 3 - Hauling & Disposal of Lava Rocks** – Bid Item 3 includes all labor, equipment, materials, and all incidentals needed to load, haul off, and dispose of the lava rock media in the bioscrubber as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 3 will be made at the unit price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown and subject to retention in accordance with applicable contract requirements. Quantity provided is only an estimate. Actual quantity may be greater or less than estimated quantity. Payment shall be made based on actual quantity removed and the unit price provided by the Contractor. No other adjustments or compensations shall be made to the Contractor.

2.3.4 **Bid Item 4 - Demolition of Support Grating and Mesh Screen** - Bid Item 4 includes all labor, equipment, materials, and incidentals needed to remove and dispose of the support grating and mesh screen as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 4 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 4 shall be subject to retention in accordance with applicable contract requirements.

2.3.5 **Bid Item 5 - Furnish & Install New Media** – Bid Item 5 includes all labor, equipment, materials, and incidentals needed to furnish and install new media as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 5 will be made at the unit price given in the Bid Schedule, in accordance with the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 5 shall be subject to retention in accordance with applicable contract requirements.

2.3.6 **Bid Item 6 - Furnish & Install New Screen and Re-install Air Distribution Plates** - Bid Item 6 includes all labor, equipment, materials, and incidentals needed to furnish and install the new screen as shown on the Drawings and as described in the Specifications. It shall also include the removal and salvage of the existing air distribution plates and the re-installation of the existing distribution plates as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 6 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and

permits. Payment for Bid Item 6 shall be subject to retention in accordance with applicable contract requirements.

2.3.7 **Bid Item 7 - Furnish & Install New Support Grating** - Bid Item 7 includes all labor, equipment, materials, and incidentals needed to furnish and install the new support grating as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 7 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 7 shall be subject to retention in accordance with applicable contract requirements.

2.3.8 **Bid Item 8 - Repair Bioscrubber Leak** - Bid Item 8 includes all labor, equipment, materials, and incidentals needed to repair the bioscrubber leaks as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 8 will be made at the unit price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown and subject to retention in accordance with applicable contract requirements. Quantity provided is only an estimate. Actual quantity may be greater or less than estimated quantity. Payment shall be made based on actual quantity removed and the unit price provided by the Contractor. No other adjustments or compensations shall be made to the Contractor.

2.3.9 **Bid Item 9 - O&M Manuals** - Bid Item 9 includes all labor, equipment, materials, and incidentals needed for O&M Manuals as described in the Specifications.

Payment for Bid Item 9 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 9 shall be subject to retention in accordance with applicable contract requirements.

2.3.10 **Bid Item 10 - Contingency** - Bid Item 10 includes all labor, equipment, materials, and incidentals needed for all other work not identified and necessary for project completion as shown on the Drawings and as described in the Specifications.

Payment for Bid Item 10 will be made at a lump sum fixed price or on a force account basis from the lump sum price given in the Bid Schedule, and is subject to retention in accordance with applicable contract requirements.

2.3.11 **Total Bid** - The total amount bid includes the summation of Bid Items 1 through 10 and represents the total price bid to provide the work as shown on the drawings and as specified.

2.4 PAYMENT FOR MOBILIZATION

A. Limit amounts included under mobilization to the following items:

1. Moving on the site any equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.

3. Establishing fire protection plan and safety program.
4. Developing construction water supply.
5. Providing field office trailers for the Contractor and the Construction Manager, complete with all specified furnishings and utility services including telephones.
6. Providing on-site sanitary facilities and potable water facilities as specified.
7. Arranging for and erection of Contractor's work and storage yard, employee parking facilities, and entrance road.
8. Submit all required insurance certificates and bonds.
9. Obtaining all required permits, licenses, and fees.
10. Developing construction schedule.
11. Submit preliminary schedule of values of the Work.
12. Provide and erect the project sign.
13. Post all OSHA, (state agency), Department of Labor, and all other required notices.
14. Limits of construction and clearing have been located and flagged.
15. Have Contractor’s project manager and/or general superintendent on job site full-time.
16. The Construction Manager is satisfied that responsive and responsible progress on the Contract Work is under way.

B. Furnish data and documentation to substantiate the amounts claimed under mobilization.

C. Limit price for mobilization to no more than five percent (5%) of Contract Price.

D. No payment for mobilization, or any part thereof, will be recommended until all mobilization items listed above have been completed.

2.5 PAYMENT FOR START-UP AND DEMOBILIZATION

A. Total Price for start-up and demobilization shall not be less than 3 percent (3%) of Contract Price.

3.0 CONTRACTOR'S COST BREAKDOWN

Lump Sum Price Breakdown - For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The price breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.

If not identified as a bid item, mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The price breakdown shall be by structure, civil, landscaping, or other logical division of work. The price breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of

the structures. The price breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The price breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the price breakdown.

***** END OF SECTION *****

SECTION 01035 - MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Construction Manager and approved by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

a. By unit prices accepted by the City and stated in the Contract Documents;

b. By unit prices subsequently fixed by agreement between the parties;

c. By an acceptable lump sum proposal from the Contractor; or

d. By Force Account (as described in Paragraph 01035-3.0, Force Account Payment, when directed in writing and administered by the City through its agents or representatives.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be approved by the City in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

2.0 NEGOTIATED CHANGE ORDERS

Under the methods described in Paragraph 01035-1.0b and 1.0c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor

surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager.

Other direct costs include the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the Construction Manager as described in Paragraph 01035-3.0, Force Account Payment**;** and the cost of incidentals directly related to such work. The direct costs shall not include any payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work, labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraph 01035-1.0b and 1.0c the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

a. For work by its own organization, the Contractor may add the following percentages:

1.	Direct Labor	24 percent
2.	Materials	15 percent
3.	Equipment (owned or rented)	15 percent

b. For all such work performed by a subcontractor, approved in accordance with the provisions in Section 00100-17.0 Subcontractors, said subcontractor may add the same percentages listed in (a.) above to its net costs, for combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor’s net cost, before above markup. Said additional five (5) percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

   For all such work performed by a sub tier-subcontractor, approved in accordance with the provisions in Section 00100-17.0 Subcontractors, said sub tier-subcontractor may add the same percentages listed in (a.) above to its net costs, for combined overhead and profit. The subcontractor may add up to five (5) percent of the sub tier-subcontractor's net cost, before markup, for its combined overhead and profit. The Contractor may add up to five (5) percent of the net cost of the sub tier-subcontractor who performed the work, before markup. Said additional five (5) percent markup shall reimburse the subcontractor and the Contractor, respectively, for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a sub tier-subcontractor.

c. To the total of the actual costs and fees allowed herein under, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance. The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

   When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be

allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 01035-3.0, Force Account Payment. The Contractor shall not claim for anticipated profits on work that may be omitted.

3.0 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

a. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the City.

b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

c. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars ($1,000.00).

d. Additional bond.

e. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

1. A fixed fee not to exceed twenty-four (24) percent of the cost of Item a above, and fifteen (15) percent of the costs of Items b and c above.

2. To the total of the actual costs and fees allowed in Items a, b, and c above, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items d and e above.

For all such work performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work. No additional payment therefore will be made by the City by reason of the performance of the work by a subcontractor or other forces.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The City reserves the right to furnish such materials and equipment as it deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the Cal Trans "Labor Surcharge and Equipment Rental Rates" publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or the Cal Trans "Labor Surcharge and Equipment Rental Rates" publication. Hourly rates shall be determined by dividing the monthly rate by 176 hours.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the Construction Manager. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00700-7.4.2.1, Notice. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

4.0 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 9-1.06, Increased or Decreased Quantities, and 9-1.15, Changes in Character of Work, of the State of California Specifications, with the following modifications:

a. Delete all references to "Section 9-1.04" and insert "Paragraph 01035-3.0, Force Account Payment."

b. Delete the last paragraph (fourth paragraph) of Section 9-1.15, Changes in Character of Work.

5.0 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Paragraph 01310-6.0, Time Impact Analyses.

6.0 CONTRACTOR CHANGE REQUESTS

Change requests may be initiated by the Contractor's Representative. Such requests must be presented in a format mutually agreeable to the Construction Manager, and shall include the following information:

a. Reason for Request - An introductory statement which clearly identifies the need for the change; change requests which do not directly benefit the City or the project, or which are intended solely as contractual relief shall be rejected.

b. Nature of the Request - A complete description of the requested change, its impact on the functional performance of the System, and its effect on the delivery schedule of the System.

c. Cost or credit of the Requested Change - The total impact on cost or credit to the City for the change to the System.

7.0 VALUE ENGINEERING COST PROPOSALS

Refer to section 00700-7.4, Value Engineering Change Proposals (VECP).

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SECTION 01040 - COORDINATION

1.0 GENERAL

This Section covers coordination requirements supplementary to those of the Contract and other Sections of these Specifications. These requirements may be modified as mutually agreed upon by the Contractor and Construction Manager.

The Contractor will obtain construction schedules from subcontractors and suppliers, and assume responsibility for correctness.

The Contractor will incorporate schedules from subcontractors and suppliers into Progress Schedule to plan for and comply with sequencing constraints.

2.0 COOPERATION WITH OTHERS

The Contractor is hereby advised that work on other contracts within or adjacent to its contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

In case of interferences between the operations of different construction contractors, the Construction Manager will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Construction Manager shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

The Contractor shall coordinate his activities with the City as they relate to utility shutdowns. The City facilities must operate 24 hours per day, except as otherwise noted elsewhere in these specifications, and only the Owner's staff will be permitted to operate valves or other utilities.

3.0 ORGANIZATION AND COORDINATION

3.1 Monthly Reports

The Contractor shall prepare and submit a progress report to the Construction Manager by the tenth calendar day of each month. This progress report shall include a description of all efforts completed during the previous month, tasks scheduled for the next month, outstanding problems, and personnel changes. The report shall also include updated schedule milestones with narratives.

3.2 Daily Reports

The Contractor shall complete a Contractor's daily report, a copy of which shall be submitted to the Construction Manager on a daily basis by the end of the succeeding work day. The information contained in the daily report shall include, but not necessarily be limited to, the following:

- Project name and number
- Contractor's name
- Date
- Report #__ (also "page ___ of ___")
- Weather conditions
- Staff employed on the project and duties performed
  (Distinguish between field and office staff)
- Trades on job site, respective number of trades persons used, and work description
- Subcontractors on job site, number of respective subcontractor's staff present and work description
- Equipment on job site, type and number and whether or not used.
- Summary of work performed
- Materials delivered to site
- Delays to project
- Visitors to project
- Other comments
- Contractor's signature
- Safety/accident activities

The Contractor's standard daily report form may be used provided it furnishes, as a minimum, all the information cited above.

3.3 Correspondence

All correspondence from the Contractor to the Construction Manager shall be dated and numbered in sequence. The Construction Manager will likewise number its correspondence and transmittals to the Contractor.

4.0 SYSTEM OUTAGE REQUESTS

Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary outage or bypass of treatment processes, equipment, utilities, or other facilities. In addition to the Construction Schedule required under Section 01310, the Contractor shall submit a System Outage Request (SOR) and a detailed outage plan and time schedule for all construction activities which will make it necessary to remove a tank, pipeline, channel, electrical circuit, control circuit, equipment, structure, road or other facilities from service.

The SOR and outage plan shall be submitted to the Construction Manager for review and acceptance a minimum of two weeks in advance of the time that such outage is needed. The outage plan shall be coordinated with the construction schedule specified in Section 01310 and shall meet the restrictions and conditions specified in this section. The detailed plan shall describe the Contractor's method for preventing bypassing of other facilities; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring and alarms for the City’s facilities; and the manpower, plant and equipment which the Contractor shall provide in order to ensure proper operation of associated treatment units.

In addition, the outage plan shall describe the Contractor's contingency plan that shall be initiated in the event that his temporary facilities fail or it becomes apparent that the time constraints described in the approved outage plan cannot be met. The contingency plan shall conform to all specified outage requirements. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor with no additional compensation therefore.

The Contractor shall provide, Monday through Friday at least two days prior to the actual shutdown, written confirmation of the shutdown date and time, or written notification that the schedule for performing the work has changed or revisions to the outage plan are required.

5.0 SEQUENCING OF THE WORK

Operations of the City's facilities are critical to the public health and safety of the citizens of Stockton. Sufficient facilities to serve the needs and demands of the City shall remain in service at all times. The City shall be the sole judge as its needs and the facilities that must remain in service to provide adequate service.

The Contractor shall coordinate and cooperate with the City to establish his schedule for work at all of the project facilities. The approved project schedule shall be subject to change as it pertains to site work and shutdowns, when required by the City to accommodate unforeseen or emergency situations in the operation of its facilities.

Restrictions on site availability for project work are as follows. Any deviations from these restrictions shall be at the City's sole discretion.

Site availability and staging area will be dependent on the RWCF Modifications Project.

6.0 ACCESS TO PROJECT FACILITIES

The City will provide keys and alarm codes to the Contractor to provide access to each facility site included in this contract work. Keys and alarm codes will be provided only to the Contractor's Representative and jobsite foremen; the actual number of keys provided shall be determined by the City, based upon the Contractor's scheduling for work crews.

The Contractor shall ensure that each site is locked and secure, with alarm activated, at all times that workers are not at the site.

***** END OF SECTION *****

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SECTION 01050 - FIELD ENGINEERING

1.0 CHECK OF EXISTING IMPROVEMENTS

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. The Contractor shall notify the Construction Manager if existing conditions are not as shown on the Contract Documents.

2.0 DATUM

Where applicable, elevation datum for this Project is based on the Project bench mark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

3.0 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting there from. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the bid price for the construction of the improvements the Contractor shall provide and be responsible for the layout of all work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake the work limits.

The Contractor's layout shall be based on existing structures, survey control and bench marks established by the City.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor, if requested by the Construction Manager. This shall include moving materials and equipment located between monuments and the construction work.

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SECTION 01060 - REGULATORY REQUIREMENTS

1.0 APPLICABLE CODES

This Section summarizes without limitation the laws and codes by which the Work has been designed and to which the Contractor shall conform in the prosecution of the Work. The Contractor shall make available for their use at the site such copies of laws, regulations, or codes applicable to the Work as the City may request of it.

1.1 Laws and Regulations

As specified in Sections 00700-4.11 and 00700-4.12 of the General Conditions, and in Section 7-1.09 of the Standard Specifications.

1.2 Codes

a. California Building Code (CBC), 2010 Edition.
b. Title 8, Industrial Relations, California Administrative Code, Chapter 4, Division of Occupational Health and Safety, Safety Orders.
c. Title 19, Public Safety, California Administrative Code, State Fire Marshal.
d. Codes and Standards listed in Section 16010 of these Specifications.
e. Local Mechanical Code.
f. Local Plumbing Code.
g. National Fire Protection Association.
h. National Electric Code
i. State and Local Public Health Codes.
j. San Joaquin Valley Unified Air Pollution Control District Regulations.

1.3 Specifications

Standard Specifications and State of California Specifications, as defined in Section 01090.

2.0 LICENSES, FEES, AND PERMITS

The City will pay the fee for City of Stockton and County of San Joaquin issued permits specific to the Project; the Contractor will be responsible for picking up said permits at the appropriate times. For those permits and licenses generally required to work or do business as a Contractor, the Contractor shall procure the permit or license and pay all charges and fees. In all cases, the Contractor shall pay all costs for complying with special requirements of permits and shall give notice necessary and incident to the prosecution of the Work. For any permits obtained by the City after the Contract Bid Date, an adjustment (add or deduct) in the Contract Price, as appropriate, will be made by change order, to account for all costs incurred in complying with the requirements of the respective permit. See also Section 00700-4.9 of the General Conditions.

2.1 Contractor's License

The Contractor shall possess at the time of bid and maintain throughout the duration of the contract, a valid California Class "A" Contractor License.

2.2 Business License

The Contractor shall possess prior to the execution of the contract and maintain throughout the duration of the contract, a valid City of Stockton business license.

2.3 Permits

The Contractor shall possess a valid confined space entry permit for the duration of the project.

***** END OF SECTION *****

SECTION 01090 - REFERENCES

1.0 DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the City Design Consultant, or Construction Manager.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity, and are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal written acceptance by the City of an entire Contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the bid which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

Agreement - The written document covering the performance of the Work as more fully described in the Contract Documents.

Authorized City Official - The City Manager or his designee.

Beneficial Occupancy - The City operating and maintaining specific constructed facilities for the purpose for which they are intended, after City has provided written acceptance of substantial completion for such facilities.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Labor and Material Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Any day including legal holidays, Saturdays and Sundays.

City - A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the City is identified by name in the agreement.

City's Representative - The person designated, in writing, by the City to act as its agent on specified matters relating to this Contract. The City's Representative is an employee of the City or other individual who has been designated to represent the City. The City's Representative may also act as the Construction Manager.

Construction Manager - The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Contract Change Order - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable:

Notice Inviting Bids
Instructions to Bidders
Official Bidding Documents
Designation of Subcontractors
Bid Guaranty Bond
Agreement
Acknowledgments
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
General Requirements
Standard Specifications
Technical Specifications
Drawings and Plans
Addenda, if any
Executed Change Orders, if any
Notice of Award
Notice to Proceed
Standard Drawings

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form. Also referred to as Contract Amount or Contract Sum.

Contract Time - Number of calendar days stated in the Contract for the completion of the Work.

Contract Completion Date - The date on which the City accepts the work as being complete.

Contractor - The person or persons, firms, partnership, corporation, or combination thereof, who have entered with the City, as party or parties of the second part of its or their legal representatives.

Contractor's Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Day(s) - Calendar Day(s).

Direct - Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings - Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Design Consultant, approved by the City, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

Design Consultant - The engineer or architect designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Engineer - See Resident Engineer.

Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Final Completion - Final Completion is the date upon which written acceptance by the City has occurred stating that the Construction of all work as required by the Contract Documents has been completed in accordance with the Contract Documents.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors."

Furnish - To deliver to the job site or other specified location any item, equipment, or material.

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Requirements - Part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Geotechnical Engineer - Registered professional engineer in the State of California who conducted the site sub-surface investigation and prepared the soils report utilized for design purposes.

Herein - Refers to information presented in the Contract Documents.

Holidays - Legal holidays designated by the City or specifically identified in the Contract and Paragraph 01010-13.0

Inspector - City or Construction Manager staff who inspect and review the work for conformance with the Contract Documents.

Install - Placing, erecting, or constructing any item, equipment, or material.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and work involved in the Contract.

Life Cycle Cost - The sum of all costs over the useful life of a building, system, or product, including the cost of design, construction, acquisition, operation, maintenance, and salvage value. The useful life will be determined by the City.

Liquidated Damages - The amount prescribed in Paragraph 00700-6.5, Liquidated Damages, and Paragraph 01010-4.0, Damages For Delays, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the specifications.

Net Cost Savings - The reduction in construction contract cost to the City resulting from implementation of a value engineering change proposal submitted by the Contractor. Net cost savings shall be determined by deducting from the estimated gross savings, the estimated amount of increased costs to the City resulting from the proposed change. Estimated gross savings shall include all labor, material, equipment, overhead, profit, and bond. Estimated City costs shall include, but not be limited to, design, construction, acquisition, operation, and maintenance costs.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed - The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

Official Bidding Document - A separately bound manual which contains copies of all documents to be submitted as the bid.

Owner - City of Stockton.

Paragraph - For references or citation purposes, refers to the paragraph(s), called out by paragraph number and alphanumeric designator.

Person - Includes firms, companies, corporations, partnerships, and joint ventures.

Project - The undertaking to be performed under the provisions of the Contract.

Project Manual - Those Contract Documents which are bound into one or more volumes prior to bidding.

Provide - Furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Resident Engineer - Construction Manager or his designee.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.

Site - The property as described in the General Conditions or as shown on the Drawings.

Soils Engineer - Shall mean the Engineer, or at his discretion, may mean the Geotechnical Engineer.

Specifications - That part of the Contract Documents consisting of the General Conditions, Supplementary Conditions, General Requirements, applicable State Standard Specifications, and Technical Specifications.

Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Standard Specifications - The City of Stockton Standard Specifications and Plans in effect at the time of advertising the Work.

State of California Specifications - The State of California Department of Transportation Standard Specifications in effect at the time of advertising the Work. Also referred to as State Standard Specifications and Cal Trans Standard Specifications.

Subcontractor - A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the Project Manual.

Substantial Completion - Substantial Completion is the date upon which written acceptance by the City has occurred stating that the construction of facilities is sufficiently completed in accordance with the Contract Documents, such that specific facilities can be utilized for the purpose for which they are intended, and the City thereupon takes beneficial occupancy of each facility.

Sub-subcontractor - A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Value Engineering - Modifications to the project which are proposed by the Contractor and which provide the product or services equivalent to that called for in the project specifications, but at lower cost than the cost of those products or services designated in the specifications.

Will - Actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Working Day - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the Construction Manager toward the completion of the Contract. A working day is equivalent to 1.45 calendar days.

2.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations	Stands For
AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association

Abbreviations Stands For (cont.)

AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBC	California Building Code
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

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SECTION 01200 - PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities.

1.1 Attendees

The City, Design Consultant, Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

1.2 Agenda

The Construction Manager will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction. The agenda may include, but may not be limited to:

1. Adequacy of distribution of Contract Documents.
2. Distribution and discussion of list of major subcontractors and suppliers.
3. Proposed progress schedules and critical construction sequencing.
4. Major equipment deliveries and priorities.
5. Project coordination.
6. Designation of responsible personnel.
7. Procedures and processing of:
    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change Orders.
    e. Applications for Payment.
    f. Record Documents.
8. Use of premises:
    a. Office, construction, and storage areas.
    b. OWNER's requirements.
9. Construction facilities, controls, and construction aids.
10. Shoring requirements and submittal of CONTRACTOR’s geotechnical report.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Security procedures.
14. Housekeeping procedures.

1.3 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

2.0 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the project site at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings are to be determined at the pre-construction conference.

2.1 Schedule

The dates, times and locations for the various meetings shall be agreed upon and recorded at the preconstruction conference. Subsequent changes to the schedule shall be by agreement between the Construction Manager and Contractor, with appropriate written notice to all parties involved.

2.2 Attendees

The City, Design Consultant, Construction Manager, Contractor, and its Superintendent shall each be represented at these meetings. Attendance by subcontractors, suppliers and other entities is subject to issues and/or items of the agenda which may, or may not, require attendance.

2.3 Agenda

Purpose of progress meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.

1. Review progress of the Work, Progress Schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work. Verify: Actual start and finish dates of completed activities since last progress meeting.

2. Durations and progress of activities not completed.

3. Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and application for payment.

4. Percentage completion of items on Application for Payment.

5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.

Discuss potential problems which may impede scheduled progress and corrective measures.

2.4 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

3.0 CONFERENCES

At any time during progress of the Work, the City and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers without extra cost to the City.

4.0 POST CONSTRUCTION MEETING

The Contractor shall plan, and include in its bid, all costs for a post construction meeting, including the following:

The Contractor shall:

A. Meet with and inspect the Work 11 months after date of Substantial Completion with City and Construction Manager.

B. Arrange the meeting at least 7 days before meeting.

C. Meet in the City's office or other mutually agreed upon place.

D. Inspect the Work and draft list of items to be completed or corrected.

E. Review service and maintenance contracts, and take appropriate corrective action when necessary.

F. Complete or correct defective work and extend correction period accordingly.

G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

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SECTION 01300 - SUBMITTALS

1.0 DESCRIPTION

This Section covers requirements for submittals and forms a part of all other Specification Sections in which submittals are specified or required. Refer to the specific Sections and Divisions of the Specifications for additional submittal requirements.

A. Submittal Requirements Included In This Section

1. Number of submittal copies required.
2. Progress schedule.
3. Schedule of values.
4. Shop drawings.
5. Samples.
6. Materials lists and equipment data.
7. Instruction (operation and maintenance) manuals.
8. Installation instructions.
9. Record Drawings and Specifications.
10. Certificates.

B. Submittal Requirements Covered In the Conditions of the Contract and Other Sections

1. Applications for payments.
2. Schedule of testing laboratory services.
3. Written guarantees and warranties.
4. Manufacturers' certified reports.
5. Web Based Construction Document Management.

2.0 SUBMITTAL-GENERAL REQUIREMENTS

Submit to the Owner for its review and approval technical data and drawings for all shop drawings, samples, materials lists, equipment data, software, assemblies and installations, test procedures, instruction manuals, record documents, manufacturers' equipment manuals, and other submittals required by the Technical Specifications. All such items required to be submitted for review shall be furnished by and at the expense of the Contractor and any work affected by them shall not proceed without such review. Properly prepare, identify, and transmit submittals and their contents as provided herein or as the Owner may otherwise direct. Except for record documents, test procedures, and instructional manuals for operation and maintenance, obtain submittal approval before the material or equipment covered by the submittal is delivered to the site. Contractor will not be paid for equipment or material delivered to the project site until the appurtenant submittals have been approved. Coordinate the progress schedule required under Section 01310 and the Special Provisions to this requirement.

A. Submittal Review Time Allow no less than thirty (30) days for the review of submittals, not including the time necessary for delivery or mailing, and this time shall cause no delay in the Work. Extension of the Contract Time shall not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods. All submittals shall be completed within ninety (90) days after Notice to Proceed by the City, unless the Construction Manager accepts an alternate

schedule for submission of submittals proposed by the Contractor. This time provision does not obligate the Construction Manager to approve submittals that may otherwise be deemed not acceptable.

B. Deviations At the time of the submission, give notice in writing in the submittal of any deviation from the requirements of the Technical Specifications and Project Plans. Clearly indicate or describe the deviations and reasons therefore, including all other changes required to correlate the Work. State in writing all variation in costs occasioned by the deviations and any assumption of the cost of all related changes if the deviation is approved. Requirements stated in Paragraph E below shall also apply.

C. Number of Submittals Except for manufacturer's instruction manuals and samples, the Owner shall require and retain four (4) copies of all submittals, specified or required in this and all other Sections of these Specifications, for his and his representatives' use, unless otherwise specifically noted in a specific Specification section. Submit such additional number of copies, not to exceed four (4), to be reviewed and returned for your use. For submitted drawings 11 x 17 and larger, submittal of a reproducible copy set with two (2) sets of black-line printed copies is preferred and encouraged. Additional sets for the Contractor's use are not necessary in this case as the reproducible set will be returned to the Contractor marked to show the required corrections or approval.

The number of submittals required for manufacturer's instruction manuals and samples are described later in this Section.

D. Method of Submittal Deliver submittals by means of separate, dated, signed, and sequence numbered transmittals, identifying as to initial or re-submittal status, and fully describing the submittal contents. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer’s package or are so functionally related that expediency indicates checking or review of the group or package as a whole. Except as noted, do not combine in a single submittal equipment which is specified in one section of the Specifications with equipment specified in other Sections of the Specifications. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal state the Owner's Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Supplier or Distributor as applicable, Plan Reference and Specification Section, Articles, and paragraphs to which the submittal pertains; identify accompanying data sheets, catalogs, and brochures in the same manner. Where several types or models are contained in the literature, delete non-applicable portions or specifically indicate which portions are intended and applicable. Fully index all items submitted in the transmittal letter.

E. Submittals in electronic media format

1. General: Provide all information In PC compatible format using operating system as utilized by the Construction Manager and City.

2. Text: Provide text documents and manufacturer’s literature using current version of [MS Word] [Adobe Acrobat (i.e. PDF extension)] as utilized by the [City] [and] [Construction Manager].
3. Graphics: Provide all graphic submittals (drawings, diagrams) utilizing current version of AutoCAD, Microstation, Adobe Acrobat (i.e. PDF extension) as utilized by the Construction Manager and City.

4. Contractor using other software shall be required to provide to the Construction Manager conclusive evidence of 100 percent data transfer compatibility.

5. Delivery: Deliver submittals to Construction Mananger via kelly.sao@stocktonca.gov.

6. Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, shall be returned to the Contractor without review.

7. Interrelated Submittals Except where the preparation of a submittal is dependent upon the approval of a prior submittal, simultaneously submit all submittals pertaining to the same class or portion of the Work.

During the preparation of submittals, informal communication and clarifications may be required between the Contractor and the City for exchange of technical information to assist and expedite preparation of complete submittals. As a result of this informal information exchange, certain minor refinements and revisions in the systems specified may be authorized informally by the City, but these shall not alter the scope of work or case increase or decrease in the Contract price. During this informal exchange, no oral statement by the City shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these Specifications.

F. Contractor's Review and Approval All submittals shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents. The Contractor shall ensure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the City. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors.

On every submittal of shop drawings, samples, materials lists, equipment data, instruction manuals, and other submittals upon which the proper execution of the Work is dependent, mark with the Contractor's review and approval stamp certifying that (1) the submittal has been reviewed, checked, and approved and the contents have been coordinated with the requirements of the Work and the Technical Specifications and Project Plans including related Work, (2) all quantities, field measurements, field construction criteria, materials, equipment, catalog numbers, and similar data have been determined and verified, or that it shall be done, and (3) the Work covered by the submittal is recommended by the Contractor and the Contractor's guarantee shall fully apply thereto. The Contractor's stamp shall be dated and signed by the Contractor in every case.

G. Review and Approval Submittals will be reviewed only for conformance with the design concept of the Project and with the information given in the Technical Specifications and Project Plans. The approval of a separate item as such shall not indicate approval of the assembly in which the item functions nor shall approval be construed as revising, in any way, the requirements for a fully integrated and operable system as specified. The approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Technical Specifications and Project Plans or for any revision in re-

submittals unless the Contractor has given notice in writing of the deviation or revision at the time of submission or resubmission and written approval has been given to the specific deviation or revision. The approval of submittals shall not relieve the Contractor of responsibility for errors or omissions in the submittals or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, and completion of the Work.

H. Form of Approval Review of submittals has as its primary objective the completion for the City of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

1. NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED) - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

2. MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED) - Same as 1, except that minor corrections as noted shall be made by the Contractor.

3. AMEND AND RESUBMIT- Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.

4. NOT ACCEPTABLE (RESUBMIT) - Submitted material does not conform to Plans and Specifications in major respect (i.e., wrong size, model, capacity, or material).

Items 1 and 2 above (no re-submittal required) are considered "favorable review." Items 3 and 4 above (correction and re-submittal required) are considered "unfavorable review."

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

I. Corrections and Re-submittals Make all required corrections and resubmit the required number of corrected submittals until approved by the Owner. Direct specific attention in writing to revisions other than the corrections called for by the Owner on previous submittals, and state in writing all variations in costs and your assumption of the cost of related changes the same as is required for deviations in 2.0B. Identify each re-submittal with number of the original submittal followed by consecutive letters starting with "A" for first re-submittal, "B" for second re-submittal, etc. The Owner reserves the right to deduct moneys from the amounts due the Contractor to cover the cost of its review time for any and all submittals beyond the second submission.

J. Check of Returned Submittals Check returned submittals for correction and ascertain if the corrections result in extra cost above that included under the Technical Specifications and

Project Plans, and give written notice to the Owner within five days if, in your opinion, such extra cost results from corrections. By failing to so notify the Owner or by starting any Work covered by a submittal, all claims for extra costs resulting from required corrections are waived.

K. Conformance Do not purchase, fabricate, deliver, construct, or commence any Work represented by required submittals until the applicable submittal has been approved. Conform Work to the approved submittals and all other requirements of the Technical Specifications and Project Plans unless subsequently revised by contract change order, in which case prepare and submit revised submittals as may be required. Do not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been approved, particularly where piping, machinery, equipment, concrete work and the required arrangements, embedments and clearances are involved.

L. Piecemeal Submittals Except for reinforcing steel submittals, piecemeal submittals shall be returned un-reviewed. However, for mechanical equipment and the like, separate submittals for embedded items, embedded metal work and anchors shall be reviewed.

3.0 SCHEDULE OF VALUES

Submit to the Owner for acceptance, in the form directed by or acceptable to the Owner, a complete schedule of the values of the various portions of the Work to coincide with the construction schedule, including quantities and unit prices aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). In the schedule, subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required for this Work. Provide support data to substantiate its correctness as required by the Owner. Include with each item in the schedule of values, its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when accepted by the Owner, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price. Provide the initial submittal for the schedule of values at the preconstruction conference as per Section 01200.

4.0 PROGRESS SCHEDULE

Refer Section 01310, Construction Schedule.

5.0 SHOP DRAWINGS

Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data as necessary to fully illustrate conformance with the Technical Specifications and Project Plans. Provide the number of submittal sets as indicated in paragraph 2.0C of this Section.

A. Title Block and Identification On each shop drawing, provide a space for the Engineer's approval or correction stamp and a title block showing the following:

1. Name and address of Contractor.

2. Name and address of Subcontractor, manufacturer, supplier, or distributor, as applicable.

3. Name and address of Owner.

4. Date, scale of drawings, and identification number.

5. Revision date, number, and brief description.

6. Contractor's review and approval stamp.

7. Owner's Number.

8. Plan Reference and Specification Section reference.

9. Project Name.

B. Preparation and Size Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings of the same size as the Contract Drawings or on 8-1/2 by 11 inch or 11 x 17 inch sheets as applicable. Maximum sheet size shall be 22 inches by 34 inches. Refer to Paragraph 2.0C above regarding use of a reproducible copy set for the larger drawings.

Submittal and record drawings shall be drafted and submitted in AutoCAD with two copies of half sheet drawings and a magnetic media copy on a CD.

C. Data Unless the following data is included in the instruction manuals or equipment data submitted prior to or with the shop drawings, submit with the shop drawings complete catalog and technical data for all manufactured products, materials, machinery, and equipment covered by the shop drawing submittal. Include data showing for each item, as applicable, the following information:

1. Manufacturer's specifications and details.

2. Applicable technical data and performance curves.

3. Preparation, assembly, and installation instruction with allowable tolerances.

4. Connection requirements.
5. Pre-start-up servicing and operating methods.

6. Other data and information necessary to demonstrate that the proposed items conform to the Technical Specifications and Project Plans.

D. Information Required Shop drawings shall contain details and information fully developing the pertaining Technical Specifications and Project Plans requirements and such other information as may be specified or required for approval, including but not limited to:

1. Related work with cross references to applicable portions of the Technical Specifications and Project Plans.

2. Dimensions including variations between indicated dimensions and actual conditions.

3. Physical configurations with critical dimensions for clearance, access, and servicing.

4. List of materials including fasteners and connectors.

5. Structural construction and assemblies, welds shown by AWS symbols, and each fastener and connector shown by type and class.

6. Grouting work, including grouting space and material.

7. Concrete foundations and bases for machinery and equipment including joints, joint filler and sealer, and reinforcing.

8. Anchor bolt details showing type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the Owner.

9. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.

10. Machinery and equipment details. Standard catalog items need not be illustrated in detail, but indicate and detail sizes, supports, and connections.

11. Location of auxiliary items that are parts of machinery and equipment including sight glasses, petcocks, gauges, lubrication fittings and access, and maintenance monitoring devices.

12. Piping systems and piping including layout, fittings, valves, appurtenances, hangers and supports, and sleeves.

13. Electrical equipment showing plans, elevations, sections, arrangements, materials, anchor bolts, supports, weights, wiring and circuit diagrams, internal connections, busses, grounding, conduit spaces, layout of instruments, gages, meters, and other components. Diagrams shall carry a uniform and coordinated set of wire numbers and terminal block numbers to permit cross-referencing between the contract document drawings, the drawings prepared by the Contractor’s installer, and equipment Technical Manual Drawings. Drawing number cross-referenced shall be provided.

14. Written descriptions fully describing the operation of all control circuits, start-up sequencing, shut down sequencing and alarms.

15. Underground duct banks showing typical details of conduits, joints, spacers, and means of securing conduits in place during concrete placement.

16. Dielectric connections, and materials and methods to be used to isolate aluminum from dissimilar materials.

17. Full-size lettering layouts for data plate and nameplate inscriptions.

E. Details and Connections Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Technical Specifications or Project Plans.

F. Related Work The term "by others" is not acceptable for the description of related work shown in the shop drawings. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.

G. Clearances Do not proceed with any related Work that may be affected by piping, machinery, equipment, or other work therein until shop drawings and data showing all components with acceptable clearances have been approved.

H. Composite Shop Drawings With Installation Layouts Prepare and submit drawings, wherever specified or required, to resolve tight or conflicting field conditions. Show dimensional plans and elevations of the materials or equipment of all trades in the involved area or space, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship to the Work of all trades, based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

6.0 SAMPLES

Where samples are required in any of the following Specification Sections, unless otherwise specified, each sample submittal shall include two sets of samples. One set of approved samples and all disapproved samples shall be returned to the Contractor. Samples of value retained by the Owner shall be returned to the Contractor after completion of the Work if the Contractor's first transmittal of the sample requests its return. Approved samples of manufactured items returned to the Contractor may be installed in the Work if the location is recorded and the samples bear temporary identification as such.

A. Identification Label or tag each sample or set of samples identifying the manufacturer's name and address, brand name, catalog number, intended use and other data as required by these Specifications.

B. Colors, Patterns, and Textures For items required to be of selected and approved colors, patterns, textures, or other finish, submit sufficient samples to show the range of shades,

tones, values, patterns, textures, or other features corresponding to the instructions and requirements specified.

C. Field-Applied Paint and Coatings Submit samples of finishes at least 60 days prior to start of such finishing operations in conformance with requirements specified in Section 09900, Painting and Protective Coatings.

D. Factory Finish Colors of material specified to be furnished with a factory finish are subject to approval. Submit duplicate samples of factory finishes showing the full range of available colors for selection and approval when requested by the Owner.

7.0 MATERIALS LISTS AND EQUIPMENT DATA

Within thirty (30) days after the Notice to Proceed, the Contractor shall submit a List of Materials to the Construction Manager for review. The List shall include all items of equipment and materials for mechanical, piping, architecture, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been or will be placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth elsewhere in the Contract Documents. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

In determining acceptability, consideration shall be given to the availability of maintenance and replacement parts and materials, the availability of manufacturer's technical representatives, other factors that relate to the maintenance and repair of installed items without excessive inconvenience to the Owner, guarantees and warranties, as well as determination of conformance with the Technical Specifications and Project Plans.

A. Materials Furnished Under Standard Specifications For materials specified by reference to standard or reference specifications, prepare and submit for approval a list of such materials by manufacturer's names and identifications to the extent requested by the Owner.

B. Material Lists Neatly bind submittal copies with sturdy labeled covers. Copies shall contain an index listing the contents. Loose submittals shall be returned un-reviewed. For each item listed, include the manufacturer's name and address, trade or brand name, local supplier's name and address, catalog numbers and cuts, brochures, terms and conditions of manufacturer's guarantee and warranty, other information to fully describe the item, and supplementary information as may be required for approval. Mark cuts, brochures, and data to indicate the items proposed and the intended use. Provide the number of submittal sets as specified in Paragraph 2.0C above.

C. Equipment Data Submit complete technical and catalog data for every item of mechanical and electrical equipment and machinery to be incorporated in the Work, including components. Submittal copies shall be bound, indexed, and contain information as required in paragraph 7.0B for submittal of materials lists and shall further include specific information on performance and operating curves and data, ratings, capacities, characteristics, efficiencies, and other data to fully illustrate and describe the items as may be specified or

required for approval, in particular, equipment incorporating logic circuits shall have a draft of a detailed theory of operation. Data shall be submitted in sets covering complete systems or functioning units. The number of submittal sets required shall be as specified in Paragraph 2.0C above.

D. Foreign Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in Stockton, unless otherwise required in these specifications or the special provisions, where they shall be retained for a sufficient period of time to permit inspection, sampling, and testing.

Attention is directed to the provisions in Section 00700-6.5 Liquidated Damages. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into Continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City, shall supply the facilities and arrange for any testing required in Stockton which the City is not equipped to perform. All testing by the Contractor shall be subject to witnessing by the City.

The manufacturer, producer or fabricator of foreign material shall furnish to the City a Certificate of Compliance. In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in these specifications or otherwise requested by the City.

8.0 INSTRUCTION MANUALS

Obtain data from the various manufacturers and submit instruction (operation and maintenance) manuals covering all mechanical and instrumentation equipment and machinery installed in the Work.

A. Contents Each manual shall have an index listing the contents. Information in the manuals shall include not less than:

1. General, introduction and overall equipment description, purpose, functions, and simplified theory of operation.

2. Specifications.

3. Installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal, and vertical alignment.

4. Grouting requirements including grout spaces and materials.

5. List showing lubricants for each item of mechanical equipment, approximate quantities needed per year, and recommended lubrication intervals; where possible, types of lubricants shall be consolidated with equipment manufacturers' approval to minimize the number of different lubricants required for plant maintenance.

6. Start-up and beginning operation procedures.

7. Operational procedures.

8. Shutdown procedures.

9. Short and long term inactivation procedures.

10. Maintenance, calibration, repairs and rebuilds instruction.

11. Parts lists and spare parts recommendations.

12. Lists of all special tools, instruments, accessories, and special lifting and handling devices required for periodic maintenance, repair, adjustment, and calibration.

13. Wiring diagrams and detailed circuit operation description.

14. Performance curves and data.

15. Other information as may be specified or required for approval.

In addition to the above information, the Contractor, with the assistance of the respective equipment manufacturer, shall complete and include as part of the instruction manual for all equipment and machinery, the City of Stockton's "Preventative Maintenance Modification/Addition Request Form." A copy of the subject form is included at the end of this Section for information. Both pages of the entire form must be completed by the Contractor. Clean copies of this form will be provided to the Contractor for his use. A copy of the City of Stockton's "PM Procedure Number and Description Report" will be provided to the Contractor and is to be used in completing the aforementioned form.

B. Format and Organization

1. Use drawings and pictorials to illustrate the printed text as necessary to fully present the information.

2. Where information covers a family of similar items of equipment, identify the applicable portions by heavy weighted arrows, boxes or circles, or strike-out the inapplicable information. Non-conforming data are not acceptable and shall be returned for rework and re-submittal. The submittal cover should state the method used to identify the applicable portions.

3. Incorporate into books all Manufacturers' Equipment Manuals including those specified in pertinent Sections of the Specifications. These books shall be organized by Equipment Class in same manner and sequence as the Specifications, i.e. Mechanical, Electrical, Instrumentation, etc. Book size and quantity shall be sufficient for inclusion of all data, and be of type and quality hereinafter specified in Paragraph 8.0C below.

4. Within each book of manuals, provide a Table of Contents for that book. If more than one book is necessary for a Class of Equipment, place a complete Table of Contents for that Class of Equipment within each book of that Class.

5. In addition, an overall Index of Contents shall be prepared in the same number of sets as required below for the final manuals and submitted separately to the Owner for his insertion in the Operation and Maintenance Manuals.

6. When a manufacturer's manual exceeds one inch in thickness and is bound as specified in Paragraph 8.0C it need not be rebound within another book, but the Overall Index shall refer to it by title and indicate that it is bound separately.

7. Electronic assembly drawings: Detailed circuit schematics, circuit board drawings, and chassis layouts shall be provided for all electrical and electronic equipment as part of the submittal. The circuit schematics, circuit board drawings, and chassis layouts shall clearly show, locate, and identify all components and component wiring. Circuit boards and circuit board components shall be identified by the original manufacturer's name and part number. Component values and tolerance shall be shown.

8. Drawings: Preprinted drawings provided by manufacturers of off-the-shelf equipment may be used if the drawings are an integral part of an offset printed O&M Manual, are not larger than 11-inches by 17-inches, are clearly legible when reproduced using conventional office copying machines, and, in the opinion of the Construction Manager, satisfy the requirement of these specifications. One reproducible of the O&M Manual drawing original must be supplied for each O&M Manual drawing larger than 11-inches by 17-inches, and must satisfy all drawing requirements specified herein. Those preprinted O&M Manual drawings, which are not acceptable, or which must be modified or corrected to show the actual as-built design, shall be redrawn as new specially-prepared shop drawings. Acceptable equipment manufacturer's drawings incorporated into equipment operating and maintenance manuals need not be duplicated or removed from the manuals.

C. Manual Binding

1. Bind all materials in sturdy three-ring loose leaf binders designed to provide full view opening and ease of making content additions or replacements. Maximum binder size shall be three (3) inches, with this binder size containing not more than $2^{1}/2$ inches of material. Binders of smaller thickness shall contain correspondingly less material. All bound material shall be three-hole punched; loose material shall not be permitted. Prints larger than 11 x 17 inches shall be inserted into a clear plastic cover envelope equipped with a three-hole tab on one edge suitable for inserting in the above described binders.

2. Permanently label face of cover and bound edge of each book "MANUFACTURERS' INSTRUCTION MANUAL," and indicate Class of Equipment, i.e., Mechanical, Electrical, Instrumentation, etc. or name specific equipment if a single unit is contained. Where more than one book is needed for a Class of Equipment or a single specific equipment unit, number books consecutively BOOK I, BOOK II, etc.

3. If more than one Class of Equipment is contained in a book, separate each class with a tabbed stiff divider insert page.

4. Prior to purchase or delivery, submit samples of each intended type of binder and obtain approval from the Owner.

D. Manual Submittals Submittals shall include three (3) complete copies of each manual, one of which shall be returned to the Contractor marked to show the required corrections or approval. When approved, the Contractor shall deliver four (4) sets of unmarked (without review comments) manuals to the Owner. The Contractor shall submit preliminary instruction manuals at least ten (10) days prior to the start of Factory Acceptance test.

In addition to the above information, the Contractor, with the assistance of the respective equipment manufacturer, shall complete and include as part of the instruction manual for all equipment and machinery the City of Stockton's "Equipment Data and Preventive Maintenance Tasks Sheet." A copy of the subject form is included at the end of this Section for information.

9.0 INSTALLATION INSTRUCTIONS

In addition to the instructions submitted under the above Section 8.0, submit copies of manufacturers' installation instructions for material and equipment incorporated in the Work to the extent specified in other Sections and Divisions of the Specifications or requested by the Owner for its review. Installation instructions shall be reviewed for general adequacy only. After review, the Contractor shall distribute copies to all those involved with the instructions.

10.0 CITY PERSONNEL TRAINING PLAN

The Contractor shall submit a training plan at least fourteen (14) days prior to the start of any required City personnel training. Training plans shall describe the training course objectives, the scope of subjects to be covered, course outline including approximate time devoted to each subject, course materials to be provided by the Contractor, training aids to be used and training methods to be used (lecture, demonstration, student practice, etc.). The submittal shall include resumes for instructors of each class demonstrating the instructor's qualifications.

11.0 OTHER SUBMITTALS

Provide copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified in other Sections and Divisions of the Specifications.

12.0 STORAGE INSTRUCTIONS

For each equipment and material item furnished, provide for the Owner's records two (2) copies of the manufacturer's recommended instructions for storage of the respective equipment or material. The instructions shall address conditions both before installation and (for mechanical, electrical and instrumentation equipment) after installation but before placing into continuous operation. Submit manufacturer's storage instructions either prior to delivery of the material/equipment or with the request for payment of materials delivered. Payment for materials delivered shall not be approved without submittal of the manufacturer's storage instructions.

13.0 TOOLS, ACCESSORIES, SPARE PARTS, AND MAINTENANCE MATERIALS

Furnish and deliver all special tools, instruments, accessories, spare parts, and maintenance materials required by the Technical Specifications and Project Plans, and furnish and deliver the special tools, instruments, accessories, and special lifting and handling devices shown in the approved instruction manuals. Unless otherwise specified or directed, deliver the items to the Owner, with the Contractor's written transmittal accompanying each shipment, in the manufacturers' original containers labeled to describe the contents and the equipment for which it is furnished. Where specifically required in the Section covering the material, furnish a metal cabinet to house this equipment.

Provide spare parts and special tool lists. The list shall show the manufacturer's/supplier's name, address, and telephone number, the quantity of spare parts and special tools required for each item of equipment provided under division 17, and the current list price of each.

14.0 RECORD DRAWINGS AND SPECIFICATIONS

Maintain one record copy of all Drawings, Specifications, Addenda, Modifications, approved submittals, correspondence, and transmittals at the site in good order and readily available to the Owner. Clearly and correctly mark the Record Drawings and the Record Specifications annotated to show all changes made during the construction process at the time the changed Work is installed. No such changes shall be made in the Work unless previously authorized by a Modification or by specific approval of deviations or revisions in submittals.

A. Buried and Concealed Work Record the precise location of all piping, conduits, ducts, cables, and like Work that is buried, embedded in concrete or masonry, or concealed in wood or metal framed walls and structures at the time such Work is installed and prior to concealment. Each feature of the concealed Work, such as the beginning and end of straight runs, radius center point of curved runs, angles, connections, plugged tees or other fittings for future connections, and like items shall be accurately located by not less than two dimensions to permanent structures. The depth below finish grade, slab, or paving shall be noted for buried pipe, conduit, or ducts at the beginning and end of straight grade runs and at all grade change points, excepting sewer or drain lines run between manholes. Should the Contractor fail to record such buried or concealed Work, he shall uncover the unrecorded Work to the extent required by the Owner and shall satisfactorily restore and reconstruct the removed Work with no change in the Contract Price or the Contract Time.

B. Delivery Upon completion and prior to final inspection of the Work, and as a condition of final payment, submit the Record Drawings and Specifications to the Owner for review, and make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Work in the opinion of the Owner. When approved, the Contractor shall deliver the Record Drawings and Specifications to the Owner.

15.0 REVISION OF SUBMITTALS

Whenever a contract change order causes a change to the information contained in previously approved submittals, submit information and data corresponding to the changed requirements for approval. Submit revisions following the procedure required for previously approved submittals.

16.0 CERTIFICATES

Each certificate required under the Contract or in any of the following Sections shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn as to the correctness and validity of the contents. Where specifically required in the respective section, certificates shall be notarized and duplicate copies of required certificates shall be notarized to be true copies.

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Construction Manager.

17.0 EARTHQUAKE DESIGN AND RESTRAINT

Design, construct and attach all manufactured equipment supplied under this Contract, and as noted in the respective technical Sections, to resist stresses produced by seismic forces specified in this Section. Rigidly attach equipment that does not vibrate during normal operation. For equipment that vibrates during normal operation, attach by means of isolators with mechanical stops that limit movement in all directions unless it can be demonstrated by calculations that such stops are not required. Restrain equipment or portions of equipment that move during normal operation with mechanical devices that prevent displacement unless it can be demonstrated by calculations that such restraints are not required.

A. Work Included The work included in this Paragraph includes, but is not limited to, the following: All electrical equipment, cabinets and casework plus contents, electrical panels and lighting fixtures.

B. Minimum Earthquake Forces Except as provided herein, base calculations on the minimum earthquake forces prescribed for Essential Facilities by the 2010 California Building Code as published by California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936.

C. Include calculations with submittals of shop drawings, details and data specified in respective technical Sections of these Specifications. Calculations must bear the original seal and signature of a **Professional Engineer or a Structural Engineer** licensed in California and who provided responsible charge for the design.

18.0 CONSTRUCTION PHOTOGRAPHS

The Contractor shall perform pre-construction and post-construction survey of all existing structures, pavements and other above ground facilities within the project limits prior to beginning any work, noting their condition by means of dated photographs supplemented by written documentation, where applicable.

Color photographs shall be taken with a digital camera at locations that are appropriate to show pre-existing conditions and after constructed conditions. Each photograph shall show the date and time the photograph was taken and clearly be labeled showing the location, viewing direction, and any special features noted. Two (2) 4"x6" copies of each photograph shall be submitted to the City. The photographs shall be indexed, inserted in a plastic viewing folder.

Full compensation for pre-construction survey shall be included in the contract price for the various items of work involved, and no additional compensation will be allowed therefore.

18.1 SUMMARY

A. Section includes requirements for:
   1. Pre-construction photographs.
   2. Pre-construction videos.
   3. Post-construction photographs.
   4. Post-construction videos.

B. The purpose of the photographs and videos is to document the condition of the facilities prior to the Contractor beginning work at the Project site and after Substantial Completion of the Work.

C. Areas to be photographed and videoed shall include the site of the Work and all existing facilities either on or adjoining the Project site, including the interior of existing structures, that could be damaged as a result of the Contractor's Work.

D. The scope of the photographic and video graphic documentation shall be the sole responsibility of the Contractor, but shall be acceptable to the Construction Manager.

E. Related sections:
   1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
   2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
   3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.
      a. Section 01200 - Project Meetings.

b. Section 01700 - Closeout Procedures.

18.2 SUBMITTALS

F. Key plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph. Include the same label information as the corresponding set of photographs.

G. Photographs:
1. Paper media:
a. Submit 4 prints of each photographic view within 7 days of taking photographs.
b. Format:
1) 4- by 6-inch photos.
2) Photographs shall be enclosed in clear plastic sleeves that are punched for standard 3-ring binders.
c. Identification: On back or below each print, provide the following information:
1) Name of project.
2) Date photograph was taken.
3) Description of vantage point, indicating location and direction by compass point.
2. Digital media:
a. Provide photos as individual, indexed JPG files with the following characteristics:
1) Compression shall be set to preserve quality over file size.
2) Highest resolution JPG images shall be submitted. Resizing to a smaller size when high resolution JPGs are available shall not be permitted.
3) JPG image resolution shall be 800 by 600 or higher.
4) Images shall have rectangular clean images. Artistic borders, beveling, drop shadows, etc., are not permitted.

H. Videos:
1. Submit 4 copies of each video within 7 days of recording.
2. Videos shall be submitted in a digital color video format on a DVD suitable for playback on a standard DVD player.
3. Identification: On each copy provide a label with the following information:
a. Name of project.
b. Date video was recorded.

I. Pre-construction photographs and videos: Submit prior to beginning work at the Project site or prior to the Preconstruction Conference specified in Section 01200, whichever occurs earlier.

J. Post-construction photographs and videos: Submit with project closeout documents as specified in Section 1300.

18.3 MEDIA

K. Paper media:
1. Commercial grade, glossy surface, acid-free photographic paper.

L. Digital media:
1. 120 millimeters, 700-MB, 80-minute CD compatible with Microsoft Windows XP.

M. Videos:
   1. 120 millimeters, DVD compatible with standard DVD players.

18.4 GENERAL

N. Photographs (paper and digital media):
   1. Date stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

O. Videos:
   1. Display continuous running time. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site. No additional compensation shall be provided for construction photographs and all costs therefore shall be included in the overall bid for construction of the project.

***** END OF SECTION *****

Equipment Data & PM Tasks (One Entity per Sheet - please circle one: new or additional)			
Equipment Tag #:		**Date installed:**	
Equipment Name:		**Warranty Start Date:**	
Equipment Initial Value:		**Warranty End Date:**	
Equipment Description:		**Supplier Name:**	
Manufacturer Name:			
Model NO:		**Serial NO:**	
Equipment Location:			
Misc. Equipment			
Size:		**Manufacturer:**	
Capacity:		**Model NO:**	
Voltage:		**Serial NO:**	
Phase:		**Hertz:**	

Pumps			
Galons Per Minute:		**Seal Type:**	
Size:		**Manufacturer:**	
RPM:		**Model NO:**	
TDH:		**Serial NO:**	
Type:		**Voltage:**	
Phase:		**Hertz:**	
Motors			
Frame:		**Phase:**	
RPM:		**Horsepower:**	
Voltage:		**Weight:**	
Amerpage:		**Manufacturer:**	
Model NO:		**Serial NO:**	
Control Voltage:			
Engines			
Primary Fuel:		**Manufacturer:**	
RPM:		**Model NO:**	
Cylinders:		**Serial NO:**	
Horsepower:			

Generator			
Manufacturer:		Amps:	
Model NO.:		Phase:	
Serial NO.:		Power Factor:	
KVA:		Frame:	
Voltage:		KW:	

Fan Specs			
Manufacturer:		Wheel Diam, Inches:	
Model NO.:		Discharge:	
Serial NO.:		Rotation:	
Type:		BHP:	
Weight:		SP (in. wg):	
CFM:			

Valve Specs			
Manufacturer:		Actuator Type:	
Model NO.:		Body Type:	
Serial NO.:		Material:	
Voltage:		Connection Type:	
Service:		Size:	

PM Tasks

NO of Days/Hours	Task NO	Task Description	Est Time	Start Date

NO. of Days/Hours: How often does this task need to be completed?

Task NO.: If this is a new task, leave the task number blank and write out the description of the new task.

Est. Time: What is the estimated time to complete the task?

Start Date: When should this task start?

SECTION 01310 - PROGRESS SCHEDULE

1.0 CONSTRUCTION SCHEDULE

A. Section includes: Preparation, submittal, and maintenance of computerized progress schedule and reports, Contract time adjustments, and payment requests, including the following:
   1. Preliminary Schedule.
   2. Baseline Schedule.
   3. Weekly Schedule.
   4. Schedule Updates.
   5. Schedule Revisions.
   6. Time Impact Analyses.

B. Related sections:
   1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
   2. It is the CONTRACTOR's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR's Work.
   3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the CONTRACTOR to see that the completed Work complies accurately with the Contract Documents.
      a. Document 00700 – General Conditions

The schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

The Contractor shall provide with its schedule a procedural outline of the system shutdowns and proposed tie-in procedures, which shall be subject to the favorable review of the Construction Manager and the City.

1.1 Base Schedule

The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM)The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

a. The start and completion dates of all work items.

b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

c. Progress milestone events or other significant stages of completion.

d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than fifteen (15) workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

1.2 Responsible Person

A. Contractor shall designate, in writing and within 5 calendar days after Notice of Award, person responsible for preparation, maintenance, updating, and revision of all schedules.

B. Qualifications of responsible person:
   1. Authority to act on behalf of Contractor.
   2. 5 years verifiable experience in preparation of complex construction schedules for projects of similar value, size, and complexity.

Knowledge of critical path method (CPM) scheduling utilizing Primavera Project Planner or SureTrak or Microsoft Project software.

1.3 Reports

The following reports shall be submitted with the Base Schedule:

a. Bar Chart: A bar chart which lists each activity description, early start and finish dates, and all preceding and succeeding activities. The chart shall indicate all critical activities. A chart with the above information shall be provided with each monthly update in lieu of the report specified in Paragraph 01310-4.1.1.a.

b. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.

   1. CPM network report sorted by total float.
   2. CPM network report sorted by early start.

2.0 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary Conditions, Paragraph 01010-5.0, Weather Days, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included at the end of the project schedule. When weather days occur, and are approved as such by the Construction Manager, the Contractor shall either:

a. Increase the duration of the current critical activity (ies) by the number of weather days experienced, or

b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the City or Contractor.

3.0 UPDATES

3.1 Submittal Period

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month, or on another mutually agreed upon date each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period.

A. Submit, on a monthly basis, updated schedules as specified. Submit final schedule update as specified.

B. Submit revised schedules and time impact analyses as specified.

C. Submit schedules in the media and number of copies as follows:

1. 3 sets of the CPM network and/or bar chart (as specified by the OWNER) on D-size sheets. Color-coding to be specified by the OWNER.

2. 3 sets of Tabular reports listing all activities sorted numerically identifying duration, early start, late start, early finish, late finish, total float, and all predecessor/successor information.

3. 2 sets of CPM Schedule data electronic files stored on CD/DVD.

3.1.1 **All Monthly Updates** - All monthly updates shall include as a minimum:

a. Tabulation reports for the following sorts:

1. I-J [or Activity] Numbers
2. Total Float
3. Early Start
4. Logic report of proceeding and succeeding activities with all restraints indicated (precedence schedules only)

b. Narrative Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule, including I-J (or Activity) numbers and activity descriptions, shall be listed.

3.1.2 **On-Schedule Updates** - If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date

shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule.

3.1.3 **Delayed Schedule Updates** - If, in the opinion of the Construction Manager, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. The schedule shall be revised under the conditions defined in Paragraph 01310-3.3, Schedule Revisions. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

3.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than seven (7) working days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the Construction Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

3.3 Schedule Revisions

The conditions under which the Construction Manager will require revisions of the Construction Schedule include the following:

a. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either twenty (20) working days or by five percent (5%) of the remaining duration of time to complete the Contract, whichever is less.

b. When delays in submittals or deliveries make re-planning or rescheduling of the work necessary.

c. When the schedule does not represent actual prosecution and progress of the work.

d. When any change to the sequence of activities, the completion date for major portions of the work, or changes occur which affect the critical path.

e. When Contract modification necessitates schedule revision.

The Contractor shall not make any changes to the critical path without the Construction Manager’s written consent.

4.0 TIME IMPACT ANALYSES

4.1 Requirement

When change orders impacting project duration are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction

Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

4.1.1 **Construction Schedule Analysis -**

a. Each Time Impact Analysis shall include an analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule.

b. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities.

4.2 Delays

Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.

a. It is possible that a strike or contract modification will not affect existing critical activities or cause non-critical activities to become critical, i.e., a strike or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or time.

b. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, and other causes will require revision of preferential sequences of the Work before proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for indirect overhead.

c. Float or slack shall not be for the exclusive use or benefit of the City or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceeds the total float along the activity chain involved at the time the change was ordered or the delay occurred.

d. The definitions of "non-critical activities" and "total float" shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors."

4.3 Submittal

Time Impact Analyses shall be submitted in quadruplicate and within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the Construction Manager. In cases where the Contractor does not submit a Time Impact Analysis for a specific change order, delay, or Contractor request within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

a. Approval or rejection of Time Impact Analyses by the Construction Manager and the City will be made within fifteen (15) days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.

b. Upon mutual agreement by both parties, schedule revisions illustrating the influence of change orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

5.0 WEEKLY ACTIVITIES PLAN

On the last working day of every week the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity's I-J or Activity number as provided in the Construction Schedule.

6.0 CASH FLOW PROJECTION

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

7.0 WORKHOUR PROJECTION

A work hour projection shall be submitted with the Construction Schedule. The projection shall list projected work hours for each intended trade. This applies to the Contractor and the Subcontractors as listed in the bid. The projection shall include work hours for project management, superintendence and administration. The work hour projection shall be revised and resubmitted when revisions to the Construction Schedule will result in changes to the projected manpower.

***** END OF SECTION *****

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SECTION 01400 - QUALITY CONTROL

1.0 QUALITY CONTROL

All materials and equipment shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and equipment to be tested and inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

2.0 INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall notify the Construction Manager before noon of the working day before inspection is required. If the Specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice, in writing, of its readiness for inspection. Unless otherwise determined by the Construction Manager, all inspections shall be done only in the presence of the Construction Manager or its authorized representatives. The City, Construction Manager, Design Consultant and authorized government agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefore has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner whatsoever without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require that such work be uncovered for examination; defective work, if any, corrected; and recovered at the Contractor's expense.

3.0 SAMPLES AND TESTS

At the option of the Construction Manager, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of materials to be used in the Work in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

Certificates of compliance shall be provided by the Contractor as required in the Technical Specifications.

3.1 Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager, without charge. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Construction Manager or Testing Firm in the presence and with the assistance of the Contractor.

3.2 Testing

Unless otherwise provided, all initial testing for concrete and soils shall be at no expense to the Contractor and shall be performed in the City's laboratory or in a laboratory designated by the City. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the Construction Manager, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

3.3 Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

***** END OF SECTION *****

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.0 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall respond to public complaints when requested by the City.

2.0 TEMPORARY UTILITIES

2.1 Electrical Service

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities. Electric power may be available for the Contractor's use, on a site specific basis, and at the City's sole discretion.

2.2 Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for the disposal of all water used in the course of construction in accordance with all local, state and national laws.

2.3 Temporary Lighting

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

2.4 Heating and Ventilation

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly

placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

2.5 Sanitary Conveniences

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

3.0 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

3.1 Staging and False work

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the Construction Manager, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with Section 00700-4.12, Safety.

3.2 Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures. The Contractor shall comply with the San Joaquin Valley Unified Air Pollution Control District regulations for such work.

3.3 Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

A. Hazards in public right-of-way:
Contractor shall:
1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours:

a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.

2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades:
   a. During hours of darkness, provide warning lights at close intervals.

3.4 Above Grade Protection

On multi-level structures the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of Title 8, California Code of Regulations.

3.5 Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire Prevention Bureau; and all work shall be governed by the Health & Safety Code and any amendments or existing Articles of the National Board of Fire Underwriters Fire Prevention Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

4.0 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property. The Contractor is responsible for the following, at no additional cost to the City:

a. The Contractor shall conduct operations in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

b. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. If damaged or removed because of the Contractor's operations, they shall be restored or replaced as required to return the property to its prior condition and location, or better, as is reasonably possible. Lawns shall be re-sod, or re-seeded and covered with suitable mulch if appropriate sod is not available.

c. The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

d. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.

e. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the Owner determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.

f. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

g. In coordination with the appropriate authorities probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur. In the event interferences in construction are encountered with the various existing improvements, the City reserves the right to appropriately change the alignment and grade of the facilities.

h. Provide for the flow of all sewers and drains interrupted during the progress of the Work, in a manner acceptable to the City and immediately cart away and remove all offensive matter at no additional cost to the City.

Where interruption of existing utilities occurs as the result of the Contractor's activity for this Work, whether intentional or accidental, repairs to the interrupted utility shall be performed by the Contractor in a manner acceptable to the Owner unless instructed otherwise in these Contract Documents. The repairs, including materials used, shall be performed in accordance with the requirements of the respective utility as well as the requirements of the Contract Documents for this Project. Where a conflict exists between the requirements of the respective utility and those of the Contract Documents for this Project, the more stringent of the two shall apply unless instructed otherwise by the Owner.

5.0 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury and shall comply with the City's security measures.

5.1 Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations. The local fire marshal shall have jurisdiction in determining the appropriate level of protection required.

5. 2 First aid

Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.

5.3 Temporary Fences

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

6.0 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

7.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

7.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the Construction Manager, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

7.2 Mud Control

The Contractor shall: Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.

7.3 Noise Abatement

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

7.4 Working Hours

Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays and nine (9:00) a.m. to six (6:00) p.m. on weekends and holidays, unless otherwise approved by the City.

Normal working hours are defined as between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, Summary of Work, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

The Contractor shall notify the Construction Manager at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays. No work outside normal working hours will be allowed to take place without proper notification and approval by the construction manager.

7.5 Drainage Control

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to ensure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

7.6 Construction Cleaning

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. The Contractor shall clean up not less than at the end of each work day, all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other City facilities still in operation.

All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from its operations.

Before final inspection of the work, the Contractor shall clean the project site, material sites, and all ground occupied by him in connection with the work of all rubbish, excess materials, false-work,

temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the City.

Full compensation for all site maintenance and cleanup will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

7.7 Disposal of Material

The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required Federal, State, and local regulations pertaining to such disposal.

7.8 Parking and Storage Areas

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the Construction Manager.

8.0 TRAFFIC REGULATION

8.1 General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without notifying the property owner and access must be restored during all non-working hours. Safe access must be maintained for pedestrian traffic throughout the work area at all times.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and any affected agency. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies.

The Contractor shall not block or obstruct fire lanes at any time.

8.2 Haul Routes

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s).

8.3 Traffic Control

Traffic control shall be in accordance with the California Department of Transportation Traffic Manual. The Contractor shall submit for approval, by the City and any other applicable agency, its traffic control plans prior to work on public streets.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the Construction Manager may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense.

9.0 PROJECT OFFICE

The Contractor shall maintain on the project site a suitable office or other protected area in which shall be kept project copies of the Contract Documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the City and Construction Manager during normal working hours.

10.0 CONTRACTOR'S SAFETY RULES

The Contractor shall execute and abide by all terms and conditions of the City's "Contractor's Safety Rules," a copy of which is included at the end of this section. The Contractor shall post "Contractor's Safety Rules" on the job site for the entire construction period for this Project.

***** END OF SECTION *****

CITY OF STOCKTON
DEPARTMENT OF MUNICIPAL UTILITIES

CONTRACTOR'S SAFETY RULES

THESE SAFETY RULES ARE TO INFORM YOU OF CERTAIN SAFETY AND HEALTH REQUIREMENTS THAT MUST BE FOLLOWED WHILE WORKING AT THE REGIONAL WASTEWATER CONTROL FACILITY MAIN PLANT, TERTIARY PLANT, PUMP STATIONS OR OTHER MUNICIPAL UTILITIES DEPARTMENT SITES.

1. DRINK ONLY BOTTLED WATER. DO NOT DRINK FROM ANY FAUCET, PIPELINE OR HOSE WHILE WORKING AT THE MAIN PLANT, TERTIARY PLANT, OR SMITH CANAL PUMP STATION.

2. STRICT ADHERENCE TO CONFINED SPACE ENTRY PROCEDURES OUTLINED BY CAL-OSHA TITLE 8 ARTICLE 108 MUST BE FOLLOWED.

3. WASH HANDS THOROUGHLY BEFORE EATING OR DRINKING.

4. WORK ONLY IN CONTRACTED AREAS. DO NOT WANDER THROUGH THE SITE.

5. OBSERVE THE 15 M.P.H. SPEED LIMIT ON THE MAIN PLANT AND TERTIARY SITES. OBSERVE ALL STOP SIGNS.

6. CHECK WITH THE CONTRACT MANAGER BEFORE BEGINNING ANY CONTRACTED WORK TO REVIEW ANY SPECIAL HAZARDS OR SAFE PRACTICE PROCEDURES FOR THE AREA YOU ARE WORKING IN.

7. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR WORK CREWS AND SUBCONTRACTORS REGARDING HAZARDS AND SAFE PRACTICE MEASURES REQUIRED WHILE DOING ANY WORK AT MUNICIPAL UTILITIES DEPARTMENT FACILITIES. POTENTIALLY HAZARDOUS CHEMICALS ARE STORED AND USED AT MANY M.U.D. SITES.

8. THE ABOVE RULES DO NOT EXEMPT ANY CONTRACTOR OR SUB-CONTRACTOR FROM ANY APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND RETURNED TO THE CONTRACT MANAGER. THANK YOU FOR YOUR COOPERATION.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES WHILE ON ANY MUNICIPAL UTILITIES DEPARTMENT SITE.

_____ _____
CONTRACTOR'S SIGNATURE DATE

_____
COMPANY NAME

SECTION 01600 - MATERIAL AND EQUIPMENT

1.0 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces, and covered when directed.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed therefore. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the Construction Manager.

2.0 HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the project. Hazardous materials shall be removed and legally disposed as soon as no longer needed for project work. All spills of potential pollution causing and hazardous materials shall be contained, cleaned-up, removed and legally disposed, and remediated completely at no additional cost to the City.

3.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

3.1 General

In preparing these Specifications, the Design Consultant has named those products which to its knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.

The first-named manufacturer is the basis for the project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction. Where only one product has been named by brand, it is the only

brand, trade name, or manufactured product known to the Design Consultant that meets these Specifications.

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal", are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be allowed. Reference Paragraph 00100-19.0, Substitutions During Bidding.

3.2 Substitutions

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager in accordance with Public Contract Code Section 3400, no later than thirty five (35) days after the Notice to Proceed, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the City.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

3.3 Modifications and Costs

If named alternatives or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the City, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the City, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The City shall deduct said costs from the Contract monies due the Contractor.

***** END OF SECTION *****

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SECTION 01660 - SYSTEM TESTING

The Contractor shall test the facilities as specified in the City of Stockton Standard Plans and Specifications. The Contractor shall provide all necessary facilities for conducting the tests, including but not limited to, personnel, power, water equipment, and chemicals. The Contractor shall provide the required minimum notice to the Construction Manager of its readiness and intent prior to each test.

***** END OF SECTION *****

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SECTION 01670 - TRAINING

1.0 GENERAL

Conduct an instruction program for City's operation and maintenance personnel. Provide training for the purpose of familiarizing the City's personnel with the proper operation and maintenance of all equipment. Training shall include both classroom instruction and "hands-on" instruction held at the equipment.

Additional specific requirements for each type of equipment and/or system are identified in the Specification sections covering the various project equipment and/or systems.

2.0 INSTRUCTORS

Training for an individual component within a system shall be performed by the manufacturer's factory-certified personnel. Training provided by the system fabricator, packager, integrator, or supplier shall be in addition to the component training.

Training instructors shall be trained and familiar with giving both classroom and hands-on field training.

3.0 SCHEDULING

Conduct training after the equipment has been installed, tested, and adjusted, and prior to City acceptance for beneficial occupancy or substantial completion of the respective equipment item, unless required earlier in the progress of the work the Specification section covering that equipment or system. Training shall be a prerequisite for acceptance.

Schedule instruction periods acceptable to the City, and provide formal written notice of the proposed instruction period at least fourteen (14) days prior to commencement of the instruction period. The City will review and comment on the proposed training schedule to accommodate scheduling of its shift personnel and ongoing or forecasted workload. The duration of the training sessions may vary from one hour up through multiple days, and should be based upon the complexity of the equipment involved and the training required.

For operation and routine maintenance instruction, three separate but identical training sessions for each respective equipment item or system shall be required (on different days or sets of days for multiple day sessions) to accommodate the scheduling of City's shift personnel and City's workload. For detailed maintenance and overhaul training, and for detailed troubleshooting, repair, and programming instruction for electrical and instrumentation equipment, two separate but identical training sessions (on different days or sets of days for multiple day sessions) shall be required for each respective equipment item or system.

4.0 INSTRUCTION PROGRAM

Instruction programs shall include basic system operation theory, troubleshooting, routine maintenance and repair, "hands-on" operation of equipment, and rebuild/overhaul procedures. Provide copies of all training material (graphs, diagrams, cut-a ways, charts, descriptions,

instructions, etc.) used in the training sessions for the use of City's personnel in attendance and for insertion into the O&M manuals. All training material shall become the property of the City.

Instructors shall prepare a typed agenda for each training session and submit to City with the proposed training schedule twenty-one (21) days prior to the proposed commencement of the training period. City will review and comment on the adequacy of the proposed training and training schedule. Instructors shall obtain City approval of each training session agenda prior to the start of its respective session.

Training sessions, and their respective agendas, shall be organized into topic groupings to allow City to coordinate personnel attendance with the topics being taught. For example, operators do not need to attend overhaul training. Agenda shall also include a statement of the intended audience, list of major training topics, goals and objectives for each major training topic, and motivational statements (i.e. why is this important).

Training sessions shall cover the information required in the Operation and Maintenance manuals submitted in accordance with Section 01300 and the following topics, as applicable:

a. Operation, including theory of operation, start-up procedures, shutdown procedures, instrumentation and controls
b. Lubrication, including changing of major fluids
c. Operation safety
d. Emergency situation response
e. Troubleshooting
f. Preventive maintenance procedures
g. Optimizing life of equipment components
h. Maintenance, including adjustment and/or removal and replacement of wear components
i. Overhaul and repair, including takedown procedures, disassembly and assembly
j. Programming
k. Record keeping

Training for overhaul and repair on mechanical equipment, and for troubleshooting, repair, and programming on electrical, instrumentation, and control equipment shall provide sufficient detail, duration, and quality to result in factory certification for City staff receiving such training, where factory certification is available. This training shall include an examination to determine the competency of the participating students. All tests shall be scored by the instructor and results submitted to the City. Certificates shall be issued by the manufacturer to those students demonstrating a level of competency acceptable to the manufacturer. The manufacturer/instructor shall anticipate training City staff to this level of detail as follows:

Mechanical Equipment	Two separate sessions with four City maintenance staff in each session (separate days)
Electrical, Instrumentation and control	Two separate sessions with four City maintenance staff in each session (separate days)

5.0 LOCATION

All training shall be conducted at City facilities, except that training for factory certification in troubleshooting, repair, and programming of electrical, instrumentation, and control equipment may occur at the manufacturer's facility, at the manufacturer's option. Should the manufacturer choose to conduct this factory certification training at its facilities, the Contractor shall arrange for and pay

all costs for travel, lodging, meals, and other associated expenses for City staff to travel to and from, and receive training at, the manufacturer's facility, at no additional cost to the City.

6.0 RECORDING OF TRAINING SESSIONS

Contractor shall record in color using DVD format, every session of the instruction program for each respective equipment item or system. Recording shall be performed by a person experienced in the operation of video recording equipment. Care shall be taken to properly place the camera, and provide adequate lighting and sound systems to ensure good video and audio quality. The final submitted DVD shall be subject to City approval and acceptance.

For video recording of "hands-on" training at the equipment, ambient noise shall be considered too loud to obtain satisfactory sound quality. For "hands-on" training sessions at the equipment, the recording shall be done without sound and the instructor shall dub a detailed narrative onto the recording by a means that will provide sound quality satisfactory to the City. Contractor shall propose a dubbing methodology to the City for approval prior to the first "hands-on" training session. Contractor is not required to video record factory certification training that occurs at the manufacturer's facilities, but shall record any such training that occurs at City facilities.

Label each DVD identifying the session and respective equipment item or system. Multiple sessions of the same instruction program may be contained on the same DVD, but only one equipment item or system shall be recorded on the same DVD. The original and one copy of each DVD shall be submitted to the City within seven days following completion of each respective instruction program and any post-session dubbing. Responsibility for coordinating and providing all equipment, including video recorder and microphones, necessary to satisfactorily record each session, including all associated costs, shall be borne by the Contractor at no additional cost to the City.

***** END OF SECTION *****

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SECTION 01700 - CONTRACT CLOSEOUT

1.0 INSTRUCTION MANUALS

All Instruction Manuals shall be submitted to, and approval by the Construction Manager obtained, prior to seventy-five (75) percent of the work being completed, or prior to the City taking beneficial occupancy of any equipment or facility, whichever occurs first. Incomplete or unacceptable Instruction Manuals as determined by the Construction Manager shall constitute justification for withholding all or any portion of progress payments.

2.0 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and City, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment, adjustment, and calibration, check oil levels, re-lubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

3.0 FINAL CLEANING

3.1 Final Clean Up

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

3.2 Final Building Clean-Up

On all building projects and wherever else applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:

a. Putty stains and paint shall be removed from glass; glass shall be washed and polished, inside and outside. Care shall be exercised so as not to scratch glass.

b. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.

c. Waxed woodwork shall be cleaned and polished.

d. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.

e. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.

f. Fixtures and equipment shall be cleaned, and stains, paint, dirt, and dust shall be removed.

g. Temporary floor protections shall be removed; floors shall be cleaned, waxed, and buffed.

h. Dust, cobwebs, and traces of insects and dirt shall be removed.

4.0 PROJECT COMPLETION

4.1 Substantial Completion

Substantial Completion is the date upon which written acceptance by the Owner has occurred stating that the construction of facilities is sufficiently completed in accordance with the Contract Documents, such that specific facilities can be utilized for the purpose for which they are intended, and the Owner thereupon takes beneficial occupancy of each facility.

4.2 Final Completion

Final Completion is the date upon which written acceptance by the Owner has occurred stating that the Construction of all remaining Work as required by the Contract Documents, has been completed in accordance with the Contract Documents. The following items as they pertain to all remaining Work of the Project are included in the requirements which shall be completed prior to Final Completion being certified:

a. Removal and disposal of all non-salvageable materials, and clean-up of the project area.
b. Correction of all work deficiencies and/or non-compliance items. The punch list for the entire Contract shall be resolved to the Owner's satisfaction prior to Final Completion.
c. Written certification by the Contractor stating that all the above items have been accomplished and a request that the Owner accept the project as having attained "Final Completion."

A. Submit following Closeout Submittals **upon Substantial Completion or upon completion of the Work** and at least 7 days prior to submitting Application for Final Payment:

1. Evidence of Compliance with Requirements of Governing Authorities.
2. Project Record Documents
3. Operation and Maintenance Manuals.
4. Warranties and Bonds.
5. Keys and Keying Schedule.
6. Evidence of Payment and Release of Liens and/or Stop Payment Notices as outlined in Conditions of the Contract.
7. Release of claims as outlined in Conditions of the Contract.
8. Survey Record Documents as specified in Section 01722.
9. Certificate of Final Completion.

4.3 PROJECT RECORD DOCUMENTS

A. Maintain at Project site, available to the City and Construction Manager, 1 copy of the Contract Documents, shop drawings, and other submittals in good order:
   1. Mark and record field changes and detailed information contained in submittals and change orders.
   2. Record actual depths, horizontal and vertical location of underground pipes, duct banks, and other buried utilities. Reference dimensions to permanent surface features.
   3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
   4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits and filled conduits.
   5. Provide schedules, lists, layout drawings, and wiring diagrams.
   6. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

B. Maintain documents separate from those used for construction:
   1. Label documents "RECORD DOCUMENTS."

C. Keep documents current:
   1. Record required information at the time the material and equipment is installed and before permanently concealing.

D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

E. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.

5.0 GUARANTEE

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract, including all work and materials provided by subcontractors or manufacturers of packaged equipment components, will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Substantial Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall execute and submit a completed Warranty Form prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

If a specific item (or items) of equipment or material cannot be utilized by the City at Substantial Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the City is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said replacement items, or the performance of said repair or replacement work.

Within the guarantee period and upon notification of the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the City, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor and its Surety. If, within ten (10) days, unless specified otherwise by the City, after the City gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the City may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor and its Surety. In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor and its Surety.

The City and the Contractor agree that guarantee period on the parts of the work possessed and used by the City in accordance with Paragraph 00700-3.5, City's Right to Use or Occupy**,** shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further agree that such possession and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Prior to the expiration of the guarantee period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this Section, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

***** END OF SECTION *****

SECTION 01800 – TECHNICAL SPECIFICATIONS

GENERAL DESCRIPTION OF SERVICES

Contractor to furnish all labor, materials, and equipment required to remove, haul, and disposal of the existing lava rock media, demolition of the existing support grating & mesh screen, removal and salvage existing air distribution plates, furnish and install new media, new mesh screen, new support grating, re-install existing air distribution plates, and repair the bioscrubber leaks.

LAVA ROCKS MEDIA QUANTITY

The estimated quantity of the media to be removed is approximately 250 tons in the bioscrubber. The quantities of the media to be removed are approximate and are subject to increase or decrease.

EQUIPMENT SETUP AND STAGING AREA

The area near the bioscrubber can be utilized for equipment setup.

The Contractor may not use the proposed site for major equipment repairs or storage of equipment and supplies not used on a regular basis for the contract work.

LAVA ROCKS MEDIA REMOVAL

The Contractor shall removal all lava rocks media from the bioscrubber. Removal of the media shall be done in a professional manner using equipment designed for this activity. All media (lava rocks) removed from the bioscrubber must be hauled off-site promptly following the removal process. No lava rocks may be stored on-site for a period more than 24 hours following removal from the bioscrubber. All temporary storage facilities must be protected by an awning, roof or similar cover to prevent storm-induced solids washout.

All lava rocks shall be directly hauled to the point of disposal location:

Republic Services has approved the lava rocks media as non-hazardous waste at **Forward Landfill** (9999 S. Austin Road, Manteca CA 95336). Contractor shall adhere to the disposal requirements of the landfill. Please see **Attachment A** for the sample service agreement of Republic Services' terms and conditions.

Care shall be taken to avoid damage to the existing piping systems, electrical, and general structure of the facilities. Any City approved changes made to the facilities as part of this work must be removed and the area restored to the original condition unless the Contractor is given written approval from the City to remain.

LAVA ROCKS MEDIA HAULING

The Contractor shall perform all functions and provide all labor and equipment necessary to haul the media to the specified disposal location using personnel qualified to operate the loading and transport equipment. The transport trucks used to haul the media shall be covered and shall meet all federal, state, and local codes and ordinances.

The Contractor shall be responsible for immediate cleanup to the satisfaction of the City of any media spilled at the RWCF or along the route to the point of disposal. All vehicles utilized by the Contractor in the performance of this Contract shall be kept in a clean, operable and safe condition that projects a respectable image to the community and is acceptable to the City at all times.

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of stormwater, or other operations under its control.

MIST ELIMINATOR ACCESS

Access to the mist eliminator is available by removing the top outlet transition of the unit. The transition is bolted to the main body and can be easily removed. The mist eliminator is in modular form and can be lifted out by hand.

When re-installing the transition, use butyl caulking on the flanges for proper sealing.

UTILITIES

Power can be made available to the Contractor at no cost but shall be requested in writing. In addition, provision of all labor, equipment, and material to connect to the power source shall be the responsibility of the Contractor. A licensed electrician may be required to make the connection as determined by the City's Representative. Any additional power required for the operation of the Contractor's equipment shall be the responsibility of the Contractor.

There is no potable water available for use by the Contractor. Non-potable water is available to the Contractor at one of the RWCF yard hydrants at no cost to the Contractor. Delivery or transport of such water from the hydrant shall be the Contractor's responsibility. Special handling and signage requirements must be met for use of this non-potable, reclaimed water.

NEW MEDIA

The media shall be **GES Cell-Max**. It is an engineered, acid-resistant, inorganic substrate designed to provide a balanced combination of small pores and large spaces, which provides a large surface area to create an ideal environment for microorganisms, with low static pressure. Cell-Max media is designed for the treatment of high level of H_2S in Bioscrubbers. The substrate shall be manufactured from 100% recycled material (green technology) made in the USA, and shall be rigid, lightweight and will not degrade in a low pH environment. Contractor shall furnish and install all new media with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as specified herein.

1. Media Manufacturer:
    a. Cell-Max, as supplied by GES Biotek, LLC.
    b. Or approved equal.
    c. The media manufacturer shall have at least ten (10) years' experience in the supply of engineered, inorganic substrate media for odor control systems. A list of at least five (5) reference installations shall be submitted consisting of engineered media biofilter projects.

2. Bioscrubber Media:
    a. The Cell-Max media shall serve as part of an ecosystem for the growth of a diverse colony of micro-organisms for the treatment of foul H_2S odors.
    b. The media shall not compact, degrade, or decompose over its lifespan.
    c. The media supplier shall provide a sample for review by the engineer.
    d. The media substrate shall be made from post-consumer recycled glass.
    e. The media shall be acid resistant, and able to tolerate a low-pH (<1) environment over its entire lifespan.
    f. The media shall be a random dump type. No structured media allowed.
    g. The media shall be shipped in 50 ft^3 supersacks and installed on-site by the Contractor. No bulk deliveries allowed.
    h. The media shall be a product of the USA.
    i. The bioscrubber media shall have a minimum useful life of 20 years. "Useful life" shall be defined to mean operation under the following conditions:
        i. No detectable degradation in the odor removal performance of the bioscrubber odor control system when operated and maintained in accordance with the System's Supplier's written operations and maintenance requirements.

ii. A maximum increase in air pressure drop not to exceed the maximum allowable pressure drop of 4 inches of water column (WC) at the designed air flow rate of 27,500 CFM.

j. The media shall be processed, screened to size, and designed to meet the following specifications:

Bulk Density – dry (lb/ft^3)	12.4
Bulk Density – operating (lb/ft^3)	27.6
Water Holding Capacity (lb/ft^3)	29.7
Particle Size (inches) [>90% of supplied product]	0.5 – 1.5
Surface Area (ft^2/ft^3)	1,524
Total Pore Volume (%)	80 – 90
Total Pore Space (%)	85 – 90
Fractional Open Pore (%)	44.4% (+/- 5%)
Fractional Closed Pore (%)	56.5% (+/- 5%)
Crushing Load (lb/in^2) [>80% of product supplied]	1,340
Standard Packaging Sacks	50 ft^3

k. Below is the design parameter of the system:

Max Airflow (CFM)	27,500
Diameter of Vessel (ft)	28
Bed Depth (ft)	13
Total Volume of Media Req'd (ft^3)	8,000
Minimum Empty Bed Residence Time (seconds)	15
Maximum Total Pressure Drop (inches)	4
Avg. Inlet H_2S Loadings (ppm)	30
Inlet H_2S Loadings Peak Condition (ppm)	60
Media Bed Temp (F)	50 – 105

MEDIA INSTALLATION PROCEDURE

To install new media as specified above, please see below:

1. Remove the top mist eliminator section of the bioscrubber tower. Remove the mist eliminator modules from the upper portion of the tower as well. Next remove any support components of the mist eliminator assembly. Remove any plumbing which will interfere with the installation of the media at the provided unions.

2. Lower the sacks of media into the bioscrubber through the top of the bioscrubber. Once the media has been lowered, the bottom of the sack should be opened. Next the sack should be slowly lifted to allow the media to release from the sack. This process should be repeated until the vessel has been filled to the specified height.
3. Workmen can walk on the media during the installation process to facilitate the leveling process. Workers should not be in the tower while the sacks are being lowered or released. Once all media is in the tower, the media should be leveled.
4. Be careful not to leave any foreign materials in the packed bed section. Make sure all plywood, boxes and bags are removed.
5. Reverse the procedure in step 1 to re-install associated components.

MEDIA INSPECTION

Inspect the media material. Inspection can be made by looking in the access door or through the polypropylene access ports. The media should be even across the top surface to prevent dry spots in the media and prevent any air from passing over the top of the media. Adjust as required.

NEW MESH SCREEN

The mesh screen shall be **TENAX Tendrain BF Geonet**. Contractor shall furnish and install all new mesh screen with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as specified herein.

1. Manufacturer:
    a. Syntech TenDrain BF

    Or approved equal.

2. The geonet barrier shall be an open mesh, tri-planar material (no woven fabrics attached) and shall service as a boundary layer between the inorganic media and support grating to prevent migration of particles. Bi-planar materials and materials with woven fabrics shall not be acceptable. The geonet barrier shall be placed on top of the support grating and where indicated and as shown on the Drawings prior to the addition of the bioscrubber media. The geonet core shall have a tri-planar structure and the following material properties at a minimum:

Property	Test Method	Value
Geonet Thickness, mil	ASTM D 5199	300
Transmissivity, m^2/sec	ASTM D 4716	$5.0x10^{-3}$
Creep Reduction Factor, @ 20°C	GRI-GC8	1.1 @ 15,000 psf
Tensile Strength, lb/ft	ASTM D 4595	1,200
Density, g/cm^2	ASTM D 1505	0.94
Melt Flow Index, gal/10 min	ASTM D 1238	1.0
Carbon Black Content, %	ASTM D 4218	2.0

3. The geonet shall be delivered to the job site in roll form with each roll individually identified and nominally measure 13-feet in width and 200-feet in length.

NEW SUPPORT GRATING

The support grating shall be **Fibergrate High Load Capacity Grating 2" Deep, Model HI5820** or approved equal. Contractor shall furnish, fabricate (where necessary), and install all fiberglass reinforced plastic

(FRP) HI gratings with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as specified herein.

PART 1 – GENERAL

1.1 Submittals

a. Submit manufacturer's shop drawings of all fabricated gratings clearly showing material sizes, types, styles, part or catalog numbers, complete details for the fabrication of and erection of components including, but not limited to, location, lengths, types and sizes of fasteners and connection details.
b. Submit the manufacturer's published literature including structural design data, structural properties data, grating load/deflection tables, corrosion resistance tables, certificates of compliance, test reports as applicable and design calculations for systems not sized or designed in the contract documents.
c. Submit sample pieces of each item specified herein, manufactured by the method used in the work and as to quality and color.

1.2 Quality Assurance

a. All items to be provided shall be furnished only by manufacturers having a minimum of ten (10) years' experience in the design and manufacture of similar products and systems. Additionally, if required, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.
b. Manufacturer shall offer a 3-year limited warranty on all FRP products against defects in materials and workmanship.
c. Manufacturer shall be certified to the ISO 9001-2008 standard.
d. Manufacturer shall provide proof of certification from at least two other quality assurance programs for tis facilities or products.
e. Manufacturer shall provide proof, via independent testing, that materials proposed as a solution do not contain heavy metals in amounts greater than that allowed by current EPA requirements.

1.3 Product Delivery and Storage

a. All gratings and components shall be shop fabricated, piece match marked to assembly or erection drawings.
b. Delivery of Materials: All manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.
c. Storage of Products: All materials – before, during and after shipment – shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Store items in an enclosed area and free from contact with soil and water. Store adhesives, resins and their catalysts and hardeners in dry indoor storage facilities between 70- and 85-degrees Fahrenheit until they are required.

PART 2 – PRODUCTS

2.1 General

a. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
b. Fiberglass reinforcement shall be continuous roving in sufficient quantities as needed by the application and/or physical properties required.
c. Resin shall be vinyl ester with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required.

d. All finished surfaces of FRP items and fabrications shall be smooth, resin-rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
e. All grating products shall have a tested flame spread rating of 25 or less per ASTM E-84 Tunnel Test. Gratings shall not burn past the 25 mm reference mark and will be classified as HB per ASTM D635.
f. All mechanical grating clips shall be manufactured of Type 316SS (stainless steel).
g. Pultruded High Load Gratings shall be Safe-T-Span as manufactured by:

Fibergrate Composite Structures, Inc.
5151 Belt Line Road, Suite 1212
Dallas, Texas 75254-7028 USA
Phone: (800) 527-4043
Email: info@fibergrate.com
Website: www.fibergrate.com

2.2 Pultruded High Load Capacity (HI) FRP Grating

a. Manufacture: Grating components shall be high strength and high stiffness pultruded elements having a maximum of 65% of glass content (by weight) of continuous roving and continuous strand mat fiberglass reinforcements. The finished surface of the product shall be provided with a surfacing veil to provide a resin rich surface which improves corrosion resistance and resistance to ultraviolet degradation. Bearing bars shall be interlocked and epoxied in place with a two-piece cross rod system to provide a mechanical and chemical lock.
b. Color: Dark Grey.
c. Depth: 2” with a tolerance of +/- 1/16”
d. Non-slip surfacing: Grating shall be provided with an aluminum oxide grit bonded and baked to the top surface of the finished grating product and sealed with a compatible resin to ensure retention of grit particles.
e. Mesh Configuration for HI58: 1-1/2” load bar spacing; 6” tie bar spacing on centers for 2” deep grating.

2.3 Grating Fabrication

a. Measurements: Grating supplied shall meet the dimensional requirements and tolerances as shown or specified. The Contractor shall provide and/or verify measurements in field for work fabricated to fit field conditions as required by grating manufacturer to complete the work.
b. Layout: Each grating section shall be readily removable, except where indicated on drawings. Gratings shall be fabricated free from warps, twists, or other defects which affect appearance and serviceability.
c. Sealing: All shop fabricated grating cuts shall be resin sealed to provide maximum corrosion resistance. All field fabricated grating cuts shall be coated similarly by the Contractor in accordance with the manufacturer's instructions.
d. Hardware: Type 316 stainless steel hold-down clips shall be obtained by the Contractor and spaced as per the recommendation of the manufacturer.

PART 3 – EXECUTION

3.1 Inspection

a. Shop inspection is authorized as required by the Owner and shall be at Owner’s expense. The fabricator shall give ample notice to Contractor prior to the beginning of any fabrication work so that inspection may be provided.

b. The grating shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination, blisters, resin burns, air bubbles and pits. The surface shall have a smooth finish.

3.2 Installation

a. Contractor shall install gratings in accordance with manufacturer's assembly drawings and written instructions.
b. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.
c. All grating panels, when in place, shall be firmly fastened to their supports using a minimum of two hold down clips at a maximum spacing of 4'-0" on center per support with a minimum of four hold down clips per grating panel.

FIBERGLASS REINFORCED PLASTIC (FRP)

Contractor shall furnish and install all appurtenances, accessories and incidentals necessary to repair the bioscrubber leak to produce a complete, operable and serviceable installation as specified herein.

The extent of the bioscrubber leak is not known. After the removal of existing media and support grating, an inspection can be made to determine the extent of the damage. Contractor shall submit a repair and restoration plan prior to commencing with the FRP repair and shall be approved by the Engineer. The repair and restoration plan shall contain the resin type, reinforcement type and sequence, surface preparation, laminate application, environmental conditions, bond testing, and post-cure. Listed below are specs for the resin, reinforcement, and laminate. The repair shall be compatible with the existing FRP; please see the Drawings for the existing FRP tank wall and laminate schedule.

1. Resin:
    a. Premium corrosion-resistant vinyl ester.
    b. Use the same resin throughout the structural layer.
    c. Add ultraviolet adsorbers to surfacing resin to improve weather resistance.
    d. No dyes, pigments, or colorants except in exterior gel coat.
    e. No fillers or thixotropic agents.
    f. Curing system:
        i. Use resin manufacturer's currently recommended cure system.
        ii. Cure all products to a minimum of 90 percent of the minimum Barcol hardness specified by resin manufacturer.
        iii. Measure Barcol hardness according to ASTM D2583.
        iv. The resin shall be **ATLAC 580-05A VINYL ESTER** or approved equal.

2. Reinforcement:
    a. Veil: Chemical surfacing mat, Type C (chemical) glass, 10 mils thick, with a finish and a compatible with the lay-up layer. The veil shall be **"NEXUS"** or approved equal.
    b. Corrosion barrier: Resin-rich interior surface using chopped strand mat back the veil and no use of additive. The corrosion barrier is the combination of the inner surface plus the interior layer. The resin used throughout the corrosion barrier is **ATLAC 580-05A VINYL ESTER** or approved equal with a minimum thickness of 100 MIL.
    c. Chopped Strand Mat: Type E glass, minimum 1-1/2 ounces per square foot, with silane finish and styrene soluble binder.
    d. Continuous Roving Used in Chopper Gun for Spray-Up: Type E glass.
    e. Woven Roving: Type E glass, nominal 24 ounces per square yard, 4 by 5 weave, with silane type finish.

f. Continuous Roving Used for Filament Winding: Type E glass with a silane finish, with a nominal yield of at least 110-strand yards per pound.

3. Laminate:
   a. Laminate shall consist of an inner surface (corrosion barrier), and interior layer, and an exterior layer.
   b. Meet requirements of the mechanical properties and visual acceptance criteria in ASTM C582 and ASTM D2563, Level III for all surfaces.
   c. Reinforce inner surface with a resin-rich surfacing veil 10 to 20 mils thick.
   d. The resin content of the inner surface shall be a minimum of 80 percent by weight.
   e. Construct interior layer of resin reinforced with at least two plies of chopped strand mat. Thickness of interior layer shall be at least 100 mils.
   f. Glass content of combined inner surface and interior layer shall be 27 percent plus or minor 5 percent.
   g. The exterior or structural layer shall be filament wound. Filament winding shall be with continuous strand roving to provide a glass content of 50 to 80 percent.

REMOVAL OF DEBRIS

The bioscrubber should be thoroughly cleaned after installation is complete to remove any construction debris and foreign objects. Spray water on the media bed, mist eliminator section, biological scrubber body, and transition with a hose spray nozzle and wash the material out of the bioscrubber. This process should be repeated a number of times until water flows through the media without appearing “muddy”.

REGULATORY REQUIREMENTS

The Contractor shall develop and operate its hauling and disposal program in full compliance with all federal, state, and local environmental requirements. The Contractor shall be responsible for the legitimate, proper and authorized disposal of the media. Contractor shall provide the City with copies of its current permits, licenses, and certifications applicable to this contract, and shall provide the City with new copies each time a document is renewed or modified.

The Contractor must possess and maintain in effect for the duration of this contract, all necessary regulatory approvals, permits, and licenses and certifications required to dispose of the media.

REPORTING

The Contractor shall generate a document for each load of lava rocks media removed from the bioscrubber. This document shall reflect the date, time, truck, trailer, driver, destination, tare weight, and loaded weight. This information shall be complied by Contractor and presented to City with each billing invoice.

The Contractor shall perform and produce all monitoring and reporting required by regulatory agencies having jurisdiction over the hauling and disposal operations. Copies of any report involving the City’s lava rock media shall be provided to the City.

The Contractor shall notify the City, in writing at the earliest feasible time, any actual or proposed changes in regulations or permit requirements that affect Contractor’s disposal of City’s lava rock media.

SAFETY

The Contractor shall conduct all aspects of project safety and in compliance with applicable rules, laws, and regulations. The Contractor shall execute a copy of and adhere to the Department of Municipal Utilities Contractor’s Safety Rules attachment at the end of Specification Section 01500 while working at the RWCF. The Contractor shall establish and maintain a motor carrier safety program for the lava rock media transportation. Motor carrier safety records shall be maintained by Contractor and made available for inspection by City upon request.

Injury Illness Prevention Plan (IIPP) must be reviewed and approved by MUD Safety Manager prior to the start of work.

The bioscrubber is considered a confined space. Ventilate the interior of the bioscrubber at the beginning of the work and prior to resuming work at anytime after ventilation has been discontinued. Provide gas detectors and respirators as required. Comply with the requirements of the Labor Code of the State of California, the Construction Safety Orders of the Division of Industrial Safety of the State of California and the California Occupational Safety and Health Act. Comply with any other applicable, local, state or federal safety requirements. The Contractor shall possess a valid confined space permit for the duration of the project.

INSPECTION OF CONTRACTOR ACTIVITIES

The City deserves the right to inspect and observe all aspects of the Contractor's activities without the Contractor's knowledge or prior notice. The Contractor shall grant access to the City inspector or designated representative at the disposal site upon request.

MEASUREMENT AND PAYMENT

The Contractor shall be responsible for determining the total wet tonnage loaded onto transport trucks through the use of official weight tickets from an independent certified weight station which is permitted by the State of California to certify weights for commerce. The Contractor shall have all transport trucks officially weighed prior to each truck depositing its load of lava rock media. All weight tickets shall have the gross weight, date and time prior to unloading and weight, date and time after unloading for each trip. All weight tickets must bear the license number of the appropriate trailer. Truck weight tickets shall be submitted on a daily basis. Tickets which do not comply shall be rejected and no payment made for that portion of the lava rock media hauled.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection from its activities of public and private property at the adjacent to the RWCF and the disposal site and shall exercise due caution to avoid damage to such property. Contractor shall take precautions to avoid damage to the bioscrubber and surrounding areas. The Contractor shall repair or replace all existing improvements which are damaged or removed as a result of its operations, at no additional cost to the City.

NOISE ABATEMENT

Operations shall be performed to minimize unnecessary noise. Special measures shall be taken to suppress noise. Noise levels due to media removal activity shall not exceed the level specified by local ordinance.

ODOR CONTROL

The Contractor at its own expense shall take whatever steps, procedures, or means as are required to minimize odor. No odors are to be detected from the contract operation at the RWCF property fence line.

DUST CONTROL

The Contractor, at its expense, shall take whatever steps, procedures, or means as are required to prevent dust conditions being caused by its operations. Dust control shall be by sprinkling, use of dust palliatives, modifications of operations, or any other means acceptable to the San Joaquin Valley Unified Air Pollution Control District and the City.

WARRANTY

Warranty period of one year shall start from the date of acceptance. Contractor shall provide a letter to guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified

and will be free from defects for a one-year guarantee period starting from the date of acceptance of work as complete.

*****END OF SECTION*****

4. **The Agreement**. This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").

5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").

6. **Acceptable Waste**. Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.

8. **Limited License to Enter**. This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.

9. **Charges and Payment**. Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days' notice to Generator.

10. **Termination/Suspension**. Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.

11. **Personnel Knowledge and Authority**. Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.

13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	$1,000,000
General Liability	$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said polices shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform**. Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.

15. **Assignment; Performance of Services**. Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.

16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.

17. **Continuing Compliance**. The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

18. **Miscellaneous.**

(A) This Agreement shall be governed by the laws of the State in which the Facility is located.

(B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

(C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.

(D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.

(E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

(F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.

(G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.

(H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

(I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement

19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement

CONTRACT DOCUMENTS

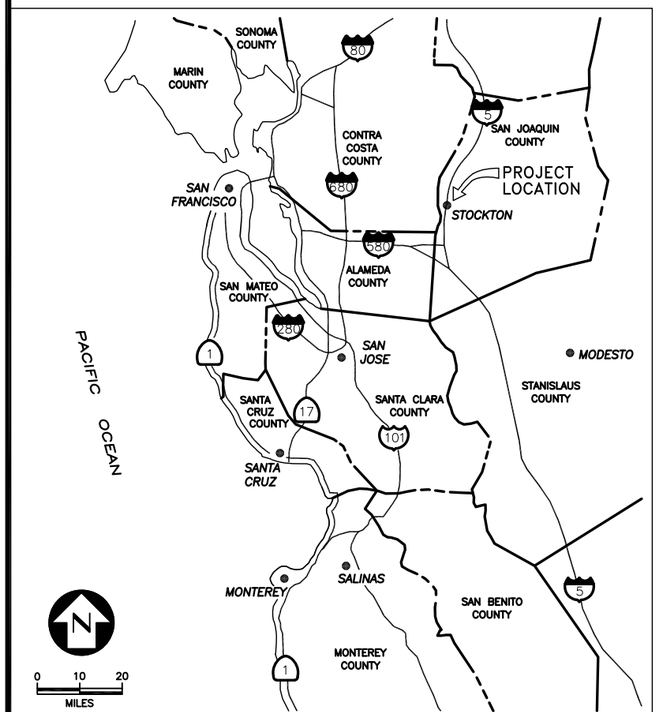
FOR THE CONSTRUCTION OF:

STOCKTON REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS

PROJECT NO. UW21011

PREPARED FOR

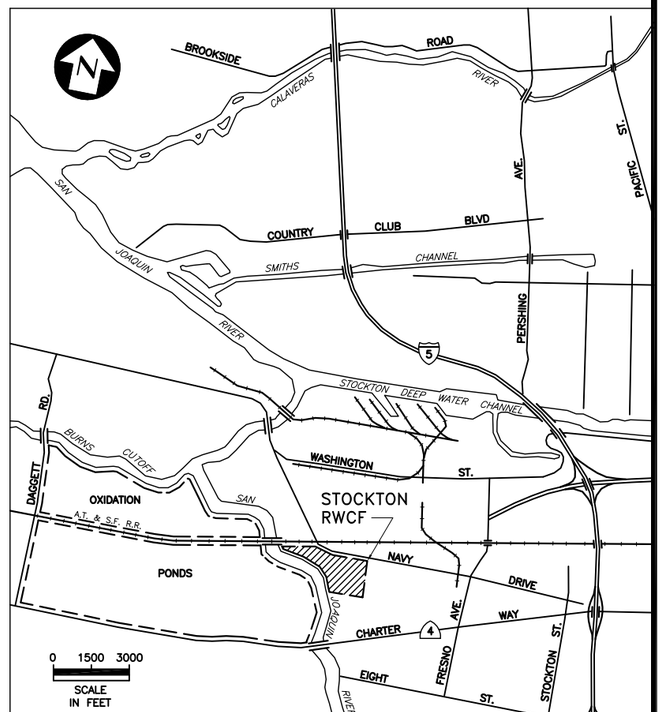
DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON
STOCKTON, CALIFORNIA



VICINITY MAP

SHEET INDEX

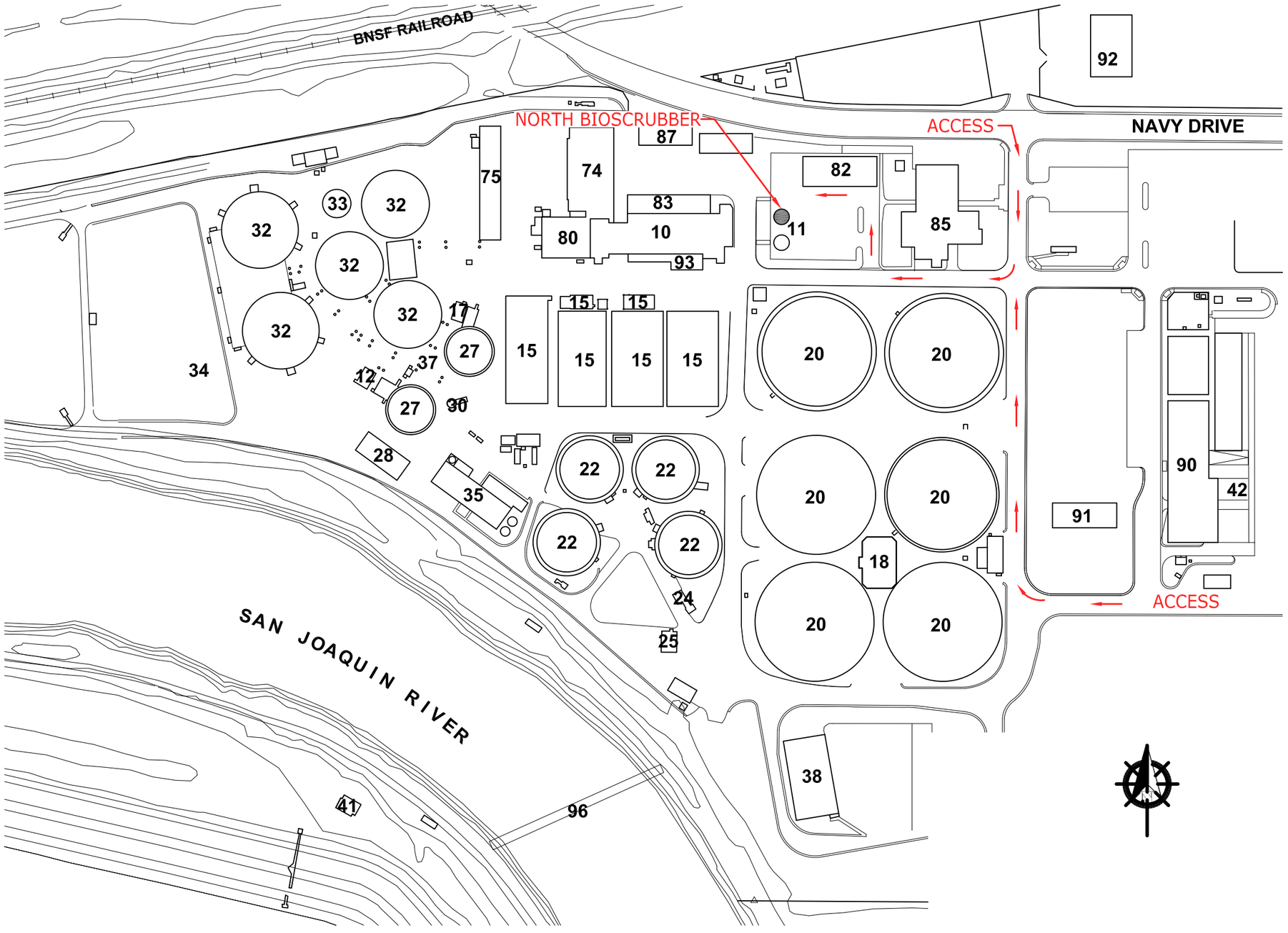
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	FACILITY INDEX
3	DEMOLITION PLAN
4	INTERIOR REPAIR PLAN
5	FRP TANK REPAIR
6	DETAILS
7	DETAILS



LOCATION MAP

STOCKTON RWCF
2500 NAVY DRIVE
STOCKTON, CA 95206

SHEET NO.
1
OF 7 SHEETS
PROJECT NO. UW21011



REGIONAL WASTEWATER CONTROL FACILITY

FACILITY / DISCIPLINE NUMBERS AND NAMES

NO.	DESCRIPTION
10	HEADWORKS
11	HEADWORKS ODOR CONTROL FACILITY
15	PRIMARY SEDIMENTATION
17	PRIMARY SCUM THICKENER
18	BIOTOWERS PUMP STATION
20	BIOTOWERS
22	SECONDARY SEDIMENTATION
24	SECONDARY EFFLUENT PUMP STATION NO. 1
25	SECONDARY EFFLUENT PUMP STATION NO. 2
27	GRAVITY THICKENERS
28	GRAVITY BELT THICKENERS
30	THICKENING RECYCLE PUMP STATION
32	ANAEROBIC DIGESTERS
33	GAS HOLDER
34	SLUDGE LAGOON
35	SLUDGE DEWATERING BUILDING
37	FILTRATE RECYCLE PUMP STATION
38	SLUDGE LOADING
41	OLD PUMP HOUSE
42	GAS CYLINDER STORAGE
74	COGENERATION BUILDING
75	AUXILIARY COGENERATION BUILDING
80	OPERATIONS BUILDING
82	ENGINEERING
83	ENVIRONMENTAL CONTROL AND STORMWATER
85	ADMINISTRATION BUILDING
87	MAIN PLANT SWITCHGEAR
90	MAINTENANCE / COLLECTIONS COMPLEX
91	MAINTENANCE / COLLECTIONS TRAILER
92	STORES
93	SAFETY AND TRAINING BUILDING
96	UTILITY CROSSING (BRIDGE)

MAIN PLANT SITE MAP

NOTES:

1. RWCF IS CURRENTLY IN CONSTRUCTION AT VARIOUS LOCATIONS THROUGHOUT THE PLANT.
2. MAP IS NOT TO SCALE.

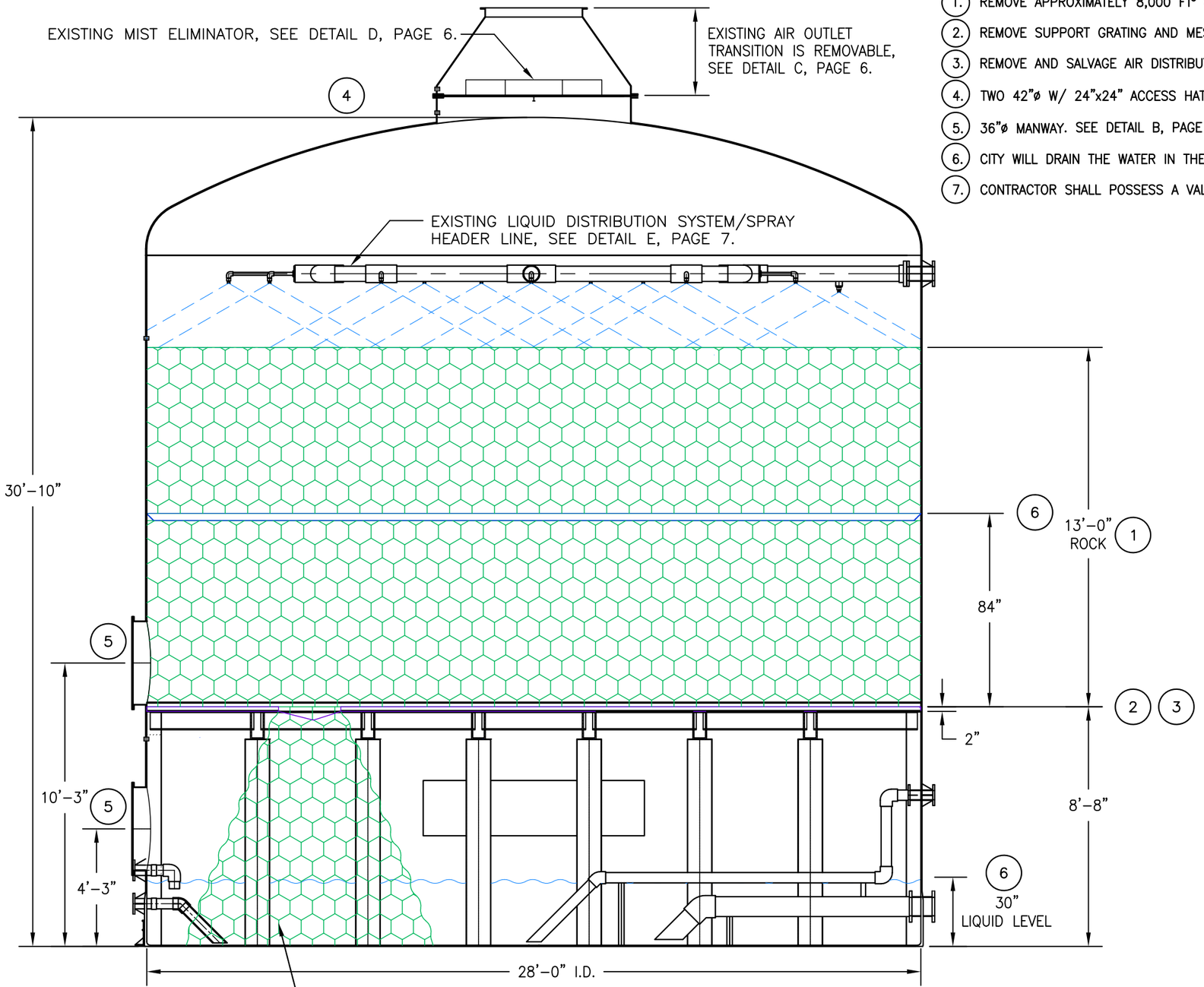
REGIONAL WASTEWATER CONTROL FACILITY
RWCF BIOSCRUBBER REPAIRS

FACILITY INDEX

SCALE:	NTS
DESIGNED BY:	KS
DRAWN BY:	KS
CHECKED BY:	AG
DATE:	JUNE 2022

FOR REFERENCE ONLY
DIRECTOR OF MUNICIPAL UTILITIES
STOCKTON, CALIFORNIA

SHEET NO. 2
OF 7 SHEETS
PROJECT NO. UW21011



SECTION VIEW OF BIOSCRUBBER

NOTE: FOR ILLUSTRATIVE PURPOSES ONLY. FOR EXAMPLE, SEE "INSIDE VIEW OF BIOSCRUBBER FROM SIDE MANWAY," THIS PAGE.

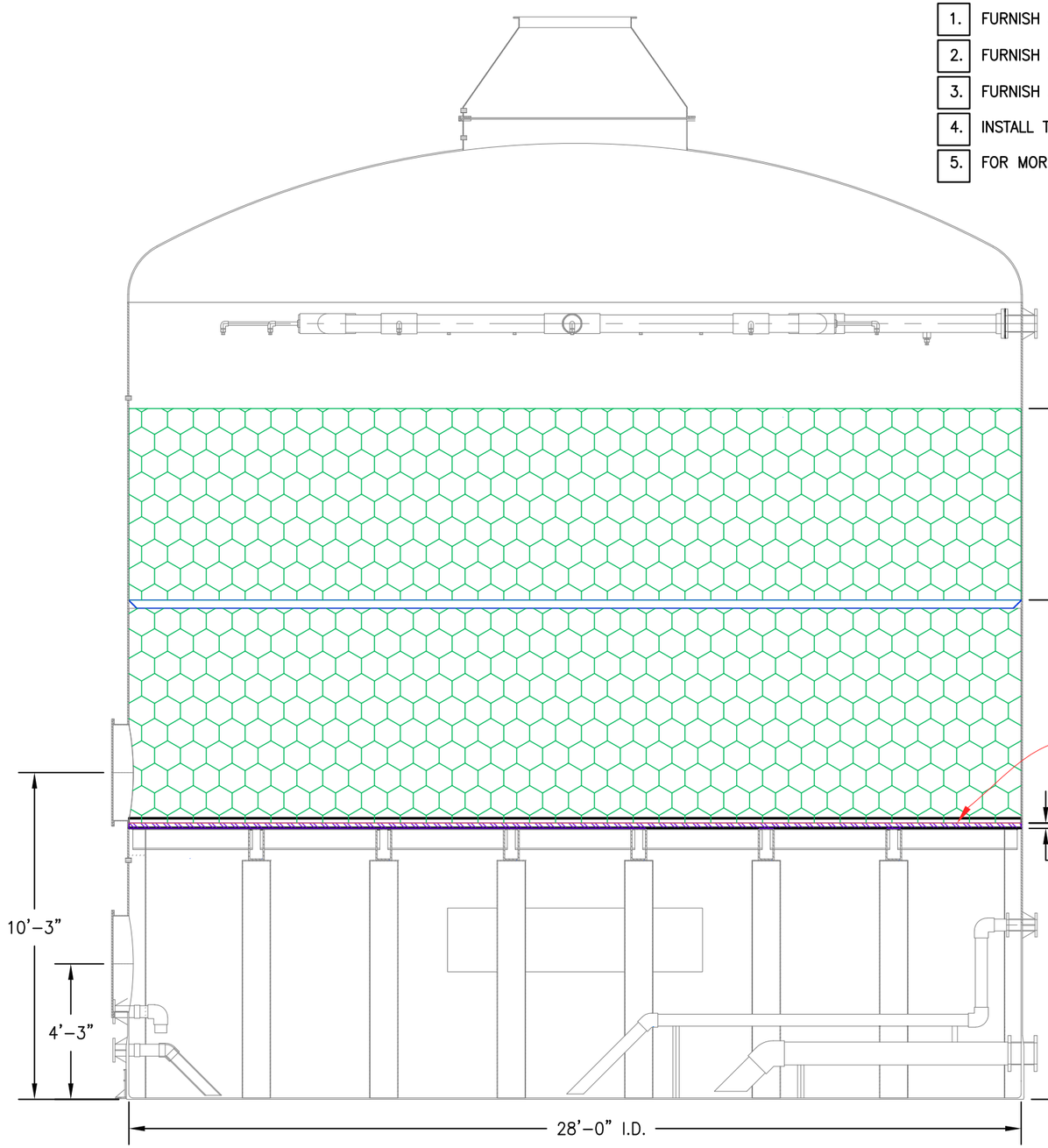
1. REMOVE APPROXIMATELY 8,000 FT^3 OF LAVA ROCKS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE HAULING & DISPOSAL.
2. REMOVE SUPPORT GRATING AND MESH SCREEN.
3. REMOVE AND SALVAGE AIR DISTRIBUTION PLATES.
4. TWO 42"ø W/ 24"x24" ACCESS HATCHES LOCATED AT THE TOP OF BIOSCRUBBER DOME. SEE DETAIL A, PAGE 6.
5. 36"ø MANWAY. SEE DETAIL B, PAGE 6.
6. CITY WILL DRAIN THE WATER IN THE TANK. HOWEVER, THERE MAY BE RESIDUAL WATER REMAINING.
7. CONTRACTOR SHALL POSSESS A VALID CONFINED SPACE PERMIT FOR THE DURATION OF THE PROJECT.



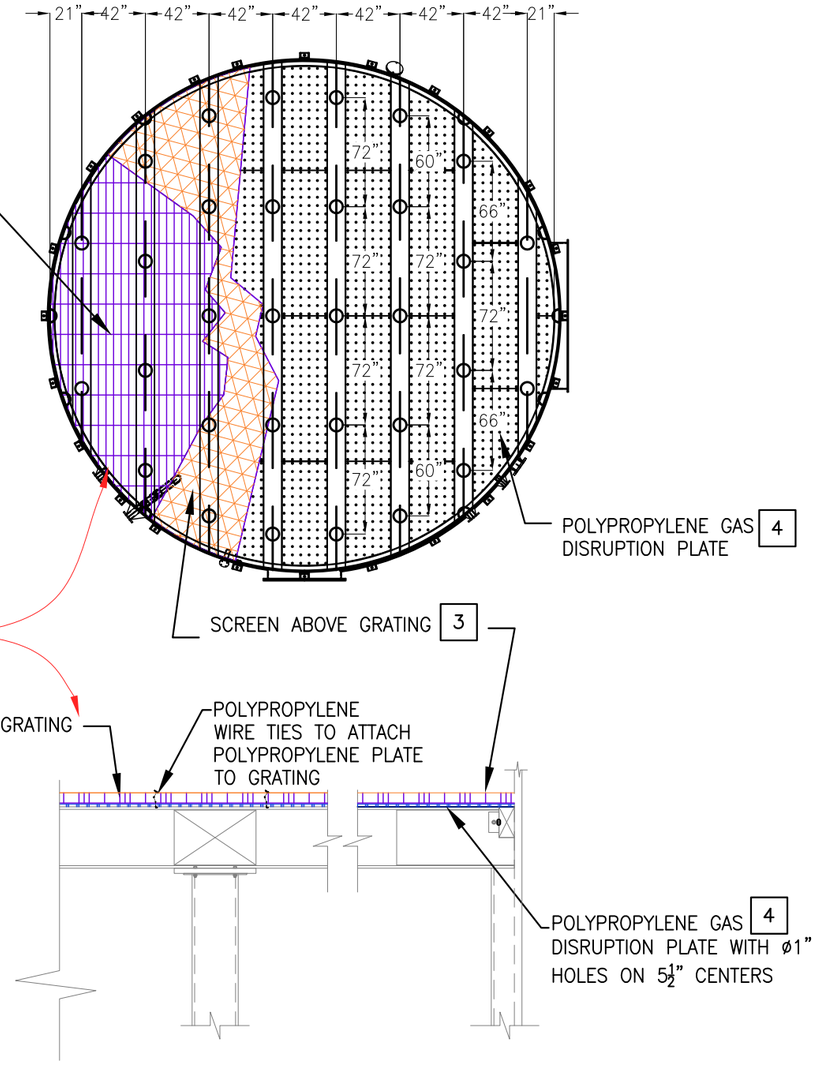
INSIDE VIEW OF BIOSCRUBBER FROM SIDE MANWAY

REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS	SCALE: NTS DESIGNED BY: KS DRAWN BY: KS CHECKED BY: AG DATE: JUNE 2022	FOR REFERENCE ONLY DIRECTOR OF MUNICIPAL UTILITIES STOCKTON, CALIFORNIA	SHEET NO. 3 OF 7 SHEETS PROJECT NO. UW21011
DEMOLITION PLAN			

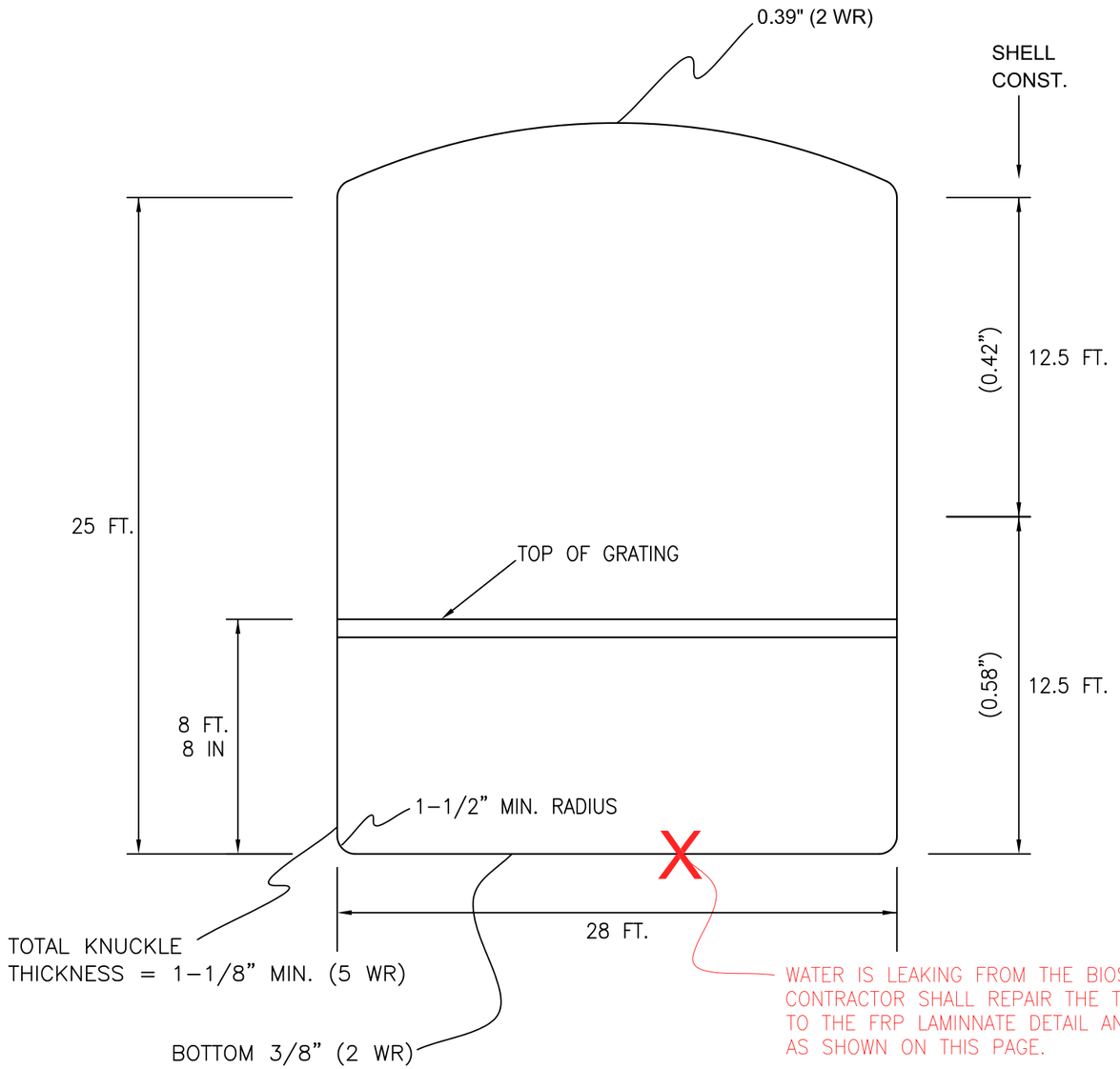
1. FURNISH AND INSTALL APPROXIMATELY 8,000 FT^3 OF NEW MEDIA.
2. FURNISH AND INSTALL 2" DEEP GRATING.
3. FURNISH AND INSTALL MESH SCREEN ON TOP OF GRATING.
4. INSTALL THE SALVAGED POLYPROPYLENE GAS DISRUPTION PLATE.
5. FOR MORE DETALS, SEE SPECIFICATION SECTION 01800 – TECHNICAL SPECIFICATIONS.



SECTION VIEW OF BIOSCRUBBER



REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS	SCALE: NTS DESIGNED BY: KS DRAWN BY: KS CHECKED BY: AG DATE: JUNE 2022	FOR REFERENCE ONLY DIRECTOR OF MUNICIPAL UTILITIES STOCKTON, CALIFORNIA	SHEET NO. 4 OF 7 SHEETS PROJECT NO. UW21011
INTERIOR REPAIR PLAN			



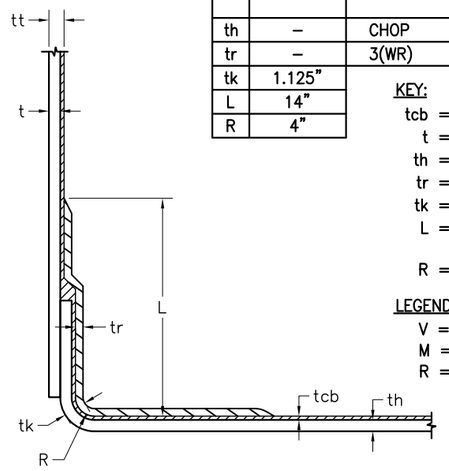
NOTE: WR = R = 24 OZ. WOVEN ROVING

WATER IS LEAKING FROM THE BIOSCRUBBER. CONTRACTOR SHALL REPAIR THE TANK ACCORDING TO THE FRP LAMINNATE DETAIL AND SCHEDULE AS SHOWN ON THIS PAGE.

NOTE: THE "X" IS FOR ILLUSTRATIVE PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION(S) OF THE LEAK(S) AND REPAIR AS NECESSARY.

EXISTING TANK WALL

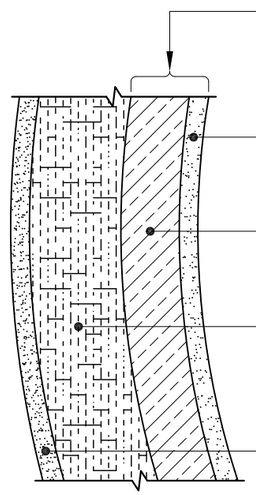
Key	Thickness	Laminate Sequence
tcb	0.115"	2V, 2M (2 oz./SQ. FT. MAT)
t	0.600"	$[\pm 70^\circ]_1$, 2U, $[\pm 70^\circ]_1$, 1U, $[\pm 70^\circ]_8$, 1U, $[\pm 70^\circ]_1$, 2U, $[\pm 70^\circ]_1$
th	–	CHOP
tr	–	3(WR)
tk	1.125"	
L	14"	
R	4"	



KEY:
- tcb = CORROSION BARRIER THICKNESS
- t = TOTAL SHELL THICKNESS
- th = BOTTOM HEAD THICKNESS
- tr = HAND LAY-UP REINFORCEMENT THICKNESS
- tk = KNUCKLE THICKNESS
- L = LENGTH OF HAND LAY-UP REINFORCEMENT TO BE CARRIED ONTO SIDE SHELL
- R = KNUCKLE RADIUS

LEGEND:
- V = "NEXUS" GLASS – 0.010 IN./PLY
- M = 1 1/2 oz./SQ. FT. MAT – 0.043 IN./PLY
- R = 24 oz./SQ. YD WOVEN ROVING – 0.033 IN./PLY

LAMINATE DETAIL



THE COMBINATION OF THE INNER SURFACE PLUS THE INTERIOR LAYER IS KNOWN AS THE CORROSION BARRIER. THE RESIN USED THROUGHOUT THE CORROSION BARRIER WILL BE ATLAC 580-05A VINYL ESTER RESIN. MINIMUM THICKNESS OF THE CORROSION BARRIER WILL BE 100 MIL.

INNER SURFACE: THE INNER SURFACE EXPOSED TO THE CHEMICAL ENVIRONMENT WILL BE A RESIN-RICH LINER CONSISTING OF (2) LAYERS OF 10 MIL THICK "NEXUS" VEIL SATURATED WITH RESIN.

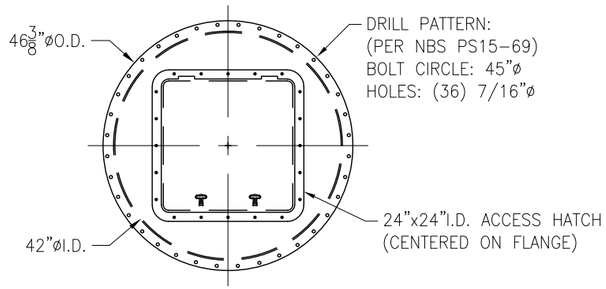
INTERIOR LAYER: THE INTERIOR LAYER WILL CONSIST OF CHOPPED STRAND MAT, SATURATED WITH RESIN TO ACHIEVE A MINIMUM THICKNESS (PER LAMINATE DETAIL).

STRUCTURAL LAYER: THE STRUCTURAL LAYER WILL BE FILAMENT WOUND AND WILL HAVE A THICKNESS AS SHOWN ON THE LAMINATE DETAIL. THE RESIN USED THROUGHOUT THE STRUCTURAL LAYER WILL BE ATLAC 580-05A VINYL ESTER RESIN.

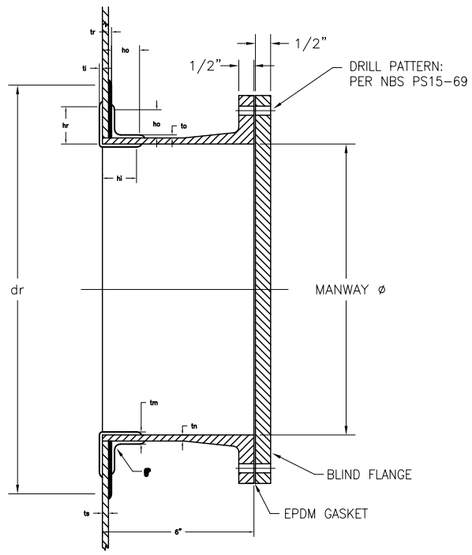
EXTERIOR SURFACE: THE EXTERIOR SURFACE WILL BE RELATIVELY SMOOTH AND RESIN RICH WITH NO EXPOSED FIBERS. EXTERIOR SURFACES WILL BE COATED WITH A PARAFINATED FLOW COAT w/UV INHIBITOR. COLOR: WHITE SHADOW (CCP WA821)

FRP LAMINATE SCHEDULE

REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS	SCALE: NTS		SHEET NO. 5
	DESIGNED BY: KS		OF 7 SHEETS
	DRAWN BY: KS	FOR REFERENCE ONLY	PROJECT NO. UW21011
FRP TANK REPAIR	CHECKED BY: AG	DIRECTOR OF MUNICIPAL UTILITIES STOCKTON, CALIFORNIA	
	DATE: JUNE 2022		

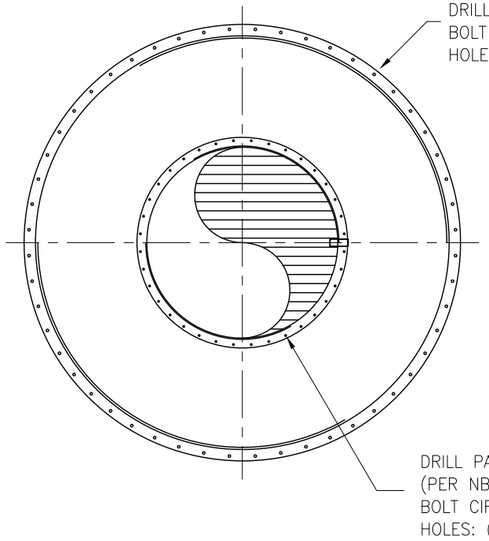


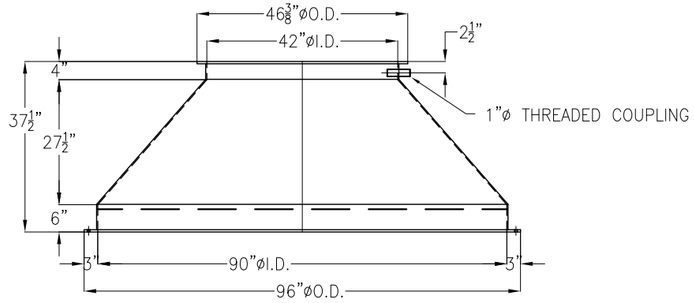
DETAIL A – TOP ACCESS MANWAY



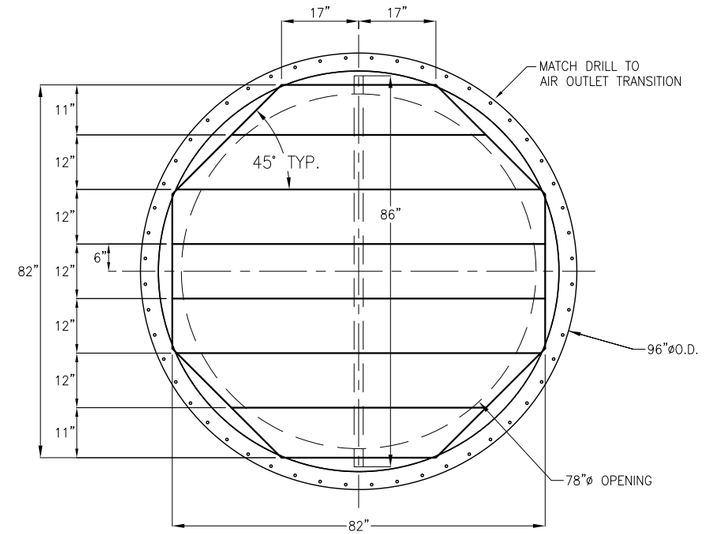
MANWAY ø	dr	tr	hi	hr	ti	ho	to	tm	tn	r	ts
36"	72"	0.238"	3"	3"	0.139"	3"	0.357	0.50	0.25	1	0.47

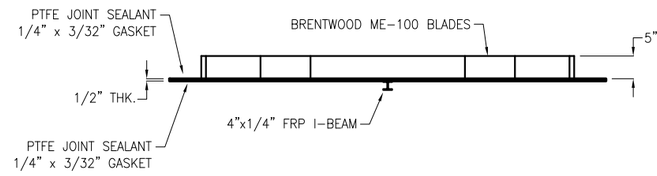
DETAIL B – EXISTING SIDE ACCESS MANWAY





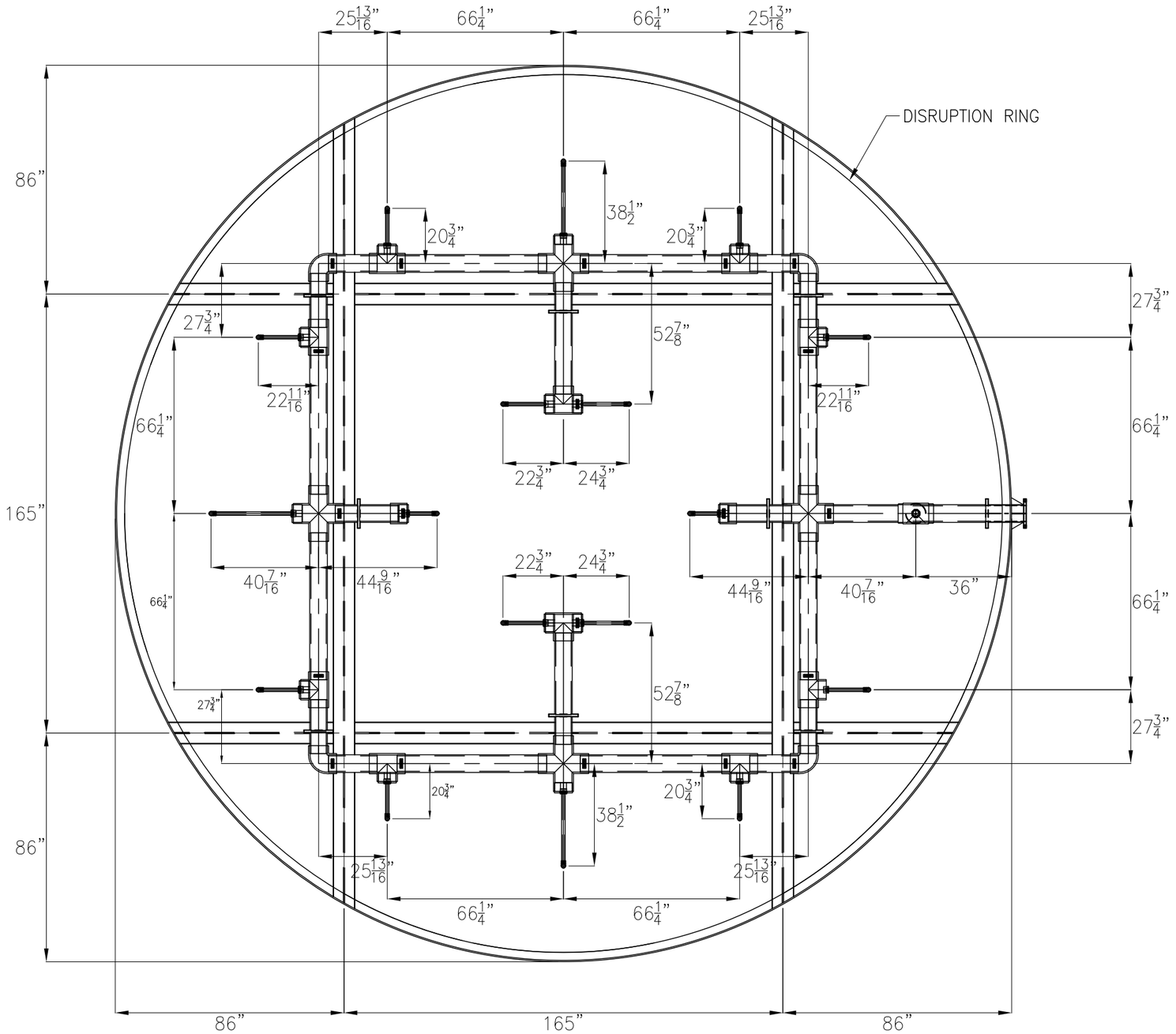
DETAIL C – EXISTING AIR OUTLET TRANSITION





DETAIL D – EXISTING MIST ELIMINATOR

REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS	SCALE: NTS		SHEET NO.
	DESIGNED BY: KS		6
	DRAWN BY: KS		OF 7 SHEETS
DETAILS	CHECKED BY: AG	FOR REFERENCE ONLY	PROJECT NO.
	DATE: JUNE 2022	DIRECTOR OF MUNICIPAL UTILITIES STOCKTON, CALIFORNIA	UW21011



DETAIL E – EXISTING LIQUID DISTRIBUTION SYSTEM/SPRAY HEADER LINE

REGIONAL WASTEWATER CONTROL FACILITY RWCF BIOSCRUBBER REPAIRS	SCALE: NTS DESIGNED BY: KS DRAWN BY: KS CHECKED BY: AG DATE: JUNE 2022	FOR REFERENCE ONLY DIRECTOR OF MUNICIPAL UTILITIES STOCKTON, CALIFORNIA	SHEET NO. 7 OF 7 SHEETS PROJECT NO. UW21011
DETAILS			

CONSTRUCTION CONTRACT
FOR THE
RWCF BIOSCRUBBER REPAIRS, PROJECT NO. UW21011

This contract is made and entered into on _____, by and between **TNT INDUSTRIAL CONTRACTORS, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **3800 HAPPY LANE, SACRAMENTO, CA 95827**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **RWCF BIOSCRUBBER REPAIRS (PROJECT NO. UW21011)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. _____**, on _____; and

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

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

CONTRACTOR agrees:

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

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit A, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Municipal Utilities department of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed $623,135, or as otherwise mutually agreed to in a Contract Change Order.

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

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

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

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

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

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

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

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

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

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

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

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

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

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

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely

difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

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

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

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

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

this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Division 2, Part 7, Chapter 1, Article 2, Wages of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at 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 Municipal Utilities 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

For contracts valued at $100,000 and above, 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. COMMUNITY WORKFORCE TRAINING AGREEMENT

For contracts valued at 1,000,000 and above, pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Municipal Utilities department as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Municipal Utilities department of such completion.

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

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

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of

compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

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

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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

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

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

ATTEST:
ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

By:_____

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

By: _____
ACTING CITY ATTORNEY

CITY:

By:_____
HARRY BLACK
CITY MANAGER

By:_____
TNT Industrial Contractors, Inc.
Joshua Twist, President

68-0248760
Tax Identification No.

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder _____

Date Signed 07/28/2022

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 07/28/2022

TNT Industrial Contractors, Inc.
Name of Contractor

Joshua Twist
(Name of Contractor Representative)

President
(Authorized Officer & Title)

622974 A, B
CSLB # of Motor Carrier Permit

REVISED EXHIBIT A

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

RWCF Bioscrubber Repairs
Project No. UW21011

Each bidder shall bid each item. Failure to bid an item shall cause the bid to be considered non-responsive, and it will be rejected.

All applicable sales taxes, state and/or federal taxes, and any other special taxes, patent rights, or royalties are included in the prices quoted in this proposal. All bid items listed below are an estimated quantity. This shall be the responsibility of the Contractor to make their own estimate based on what are shown and called for in the contract Plans and Specifications.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Permits and Insurance on all work	1	LS	22,022	22,022
2	Removal of Existing Lava Rocks Media	250	TONS	262	65,500
3	Hauling & Disposal of Lava Rocks	250	TONS	106	26,500
4	Demolition of Support Grating and Mesh Screen	1	LS	17,060	17,060
5	Furnish & Install New Media	8,000	CF	32	256,000
6	Furnish & Install New Screen and Re-Install Air Distribution Plates	1	LS	29,601	29,601
7	Furnish & Install New Support Grating	1	LS	108,619	108,619
8	Repair Bioscrubber Leak	50	LF	673	33,~~600~~ 650 JT
9	O&M Manuals	1	LS	~~4,813~~ 4183	~~4,813~~ 4183 JT
10	Contingency	1	LS	$60,000	$60,000
TOTAL BID: The sum of Items 1 through 10					623,~~739~~ 135 JT

SIX HUNDRED TWENTY THREE THOUSAND ONE HUNDRED THIRTY FIVE
Total Bid - Words

TNT Industrial Contractors, Inc.
Firm Name

Bidder's Signature

Exhibit B:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Subcontractors

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

Special Risks or Circumstances

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

Certificate Holder Address

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

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

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

I. PURPOSE

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

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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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.

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

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

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

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

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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

IX. COMMUNICATION OF POLICY

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

APPROVED:

KURT O. WILSON
CITY MANAGER

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BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a **STATE OF CALIFORNIA CORPORATION**, as Principal and _____, a corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of SIX HUNDRED TWENTY-THREE THOUSAND, ONE HUNDRED THIRTY-FIVE AND xx/100 DOLLARS ($623,135), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

RWCF BIOSCRUBBER REPAIRS
(PROJECT NO. UW21011)

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

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

_____
SURETY

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

By: _____
ATTORNEY-IN-FACT

By: _____
ACTING CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **TNT INDUSTRIAL CONTRACTORS, INC.**, a **STATE OF CALIFORNIA CORPORATION**, as Principal and _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of SIX HUNDRED TWENTY-THREE THOUSAND, ONE HUNDRED THIRTY-FIVE AND xx/100 DOLLARS ($623,135), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

RWCF BIOSCRUBBER REPAIRS
(PROJECT NO. UW21011)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any

such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

_____
SURETY

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

By: _____
ATTORNEY-IN-FACT

By: _____
ACTING CITY ATTORNEY

File #: 22-0789, **Version:** 1

AWARD A CONSTRUCTION CONTRACT TO POWER ENGINEERING CONSTRUCTION CO. FOR THE RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT AND TRANSFER FUNDS FROM EXISTING CAPITAL PROJECTS

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of Notice of Exemption No. NOE13-22 under the California Environmental Quality Act (CEQA) for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 1 to the Resolution).

2. Approve the project plans and specifications for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 3 to the Resolution).

3. Award a $144,665.00 Construction Contract to Power Engineering Construction Co. of Alameda, CA for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013 (Exhibit 2 to the Resolution).

4. Transfer funds in the amount of $98,000 from existing capital projects UW21012 ($53,000) and UW20014 ($45,000) to the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013),

It is further recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

Summary

The Municipal Utilities Department operates and maintains the Regional Wastewater Control Facility (RWCF), which collects and treats an average of 33 million gallons of wastewater daily, from approximately 116,000 sewer customers in the City and nearby San Joaquin County. A byproduct of the sludge digestion process is the production of digester gas. The digester gas produced by the anaerobic digestion process is transferred through a steel pipeline and used as a fuel source for the operation of cogeneration engines which provide electric power for RWCF operations.

The existing digester gas steel pipeline contains rubberized expansion joints which have exceeded their useful life since the digester pipeline installation in 1997. To maintain the reliability of the cogeneration system at the RWCF, the digester gas pipeline’s rubberized expansion joints will be replaced.

If approved, this action will authorize the award of a Construction Contract in the amount $144,665.00 to Power Engineering Construction Co. of Alameda, CA.

DISCUSSION

Background

The RWCF uses anaerobic digesters for the stabilization of wastewater sludge. A byproduct of the sludge digestion process is the production of digester gas (primarily methane), which can be used as a fuel source to power cogeneration engines to generate electricity. Cogeneration is the process by which the digester gas is used as a clean fuel source in internal combustion engines to generate electricity and heat.

The gases produced by the anaerobic digestion process is collected and transferred to the cogeneration facility by a steel pipe network. The steel pipe network contains various rubberized expansion joints for thermal expansion of the steel pipe. The expansion joints are to be removed and replaced with new rubberized expansions to further extend the reliability of the cogeneration system network.

Present Situation

On June 3, 2022, the MUD advertised the project in the Stockton Record and posted to the City's Bid Flash webpage. Additionally, a notice with a brief project description was mailed to 104 contractors holding a Class "C-A" license and 3,185 notifications were sent through Ask Stockton.

A non-mandatory pre-bid conference meeting was held on June 16, 2022, with two (2) prospective bidders in attendance. A field visit was conducted after the pre-bid conference. On Thursday, June 30, 2022, five (5) sealed bids were received and publicly opened by the City Clerk with the following results:

COMPANY NAME	**LOCATION**	**BID PRICE**
Power Engineering Construction Co.	Alameda, CA	$144,665.00
TCB Industrial, Inc.	Modesto, CA	$149,101.00
GSE Construction Company Inc.	Lathrop, CA	$176,800.00
TNT Industrial Contractors, Inc.	Sacramento, CA	$204,194.00
Trinet Construction, Inc.	San Francisco, CA	$366,000.00
Engineer's Estimate		**$160,000.00**

The bid received by the apparent low bidder, Power Engineering Construction Co., of Alameda, CA, is regular in all aspects and compliant with the project specifications.

It is recommended that the City Council award a Construction Contract in the amount of $144,665.00 to Power Engineering Construction Co. of Alameda, CA, for the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013.

Local Employment Ordinance

The contract amount is over $100,000 and subject to the Local Employment Ordinance (Stockton Municipal Code, Section 3.68.095), which states that contracts over $100,000 shall contain provisions pursuant to which the contractor promises to make a good faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50 percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents. The Local Preference Ordinance (Stockton Municipal Code, Section 3.68.090) has no effect as the bidders are located outside of Stockton and San Joaquin County. The project is under $1,000,000 and not subject to the Community Workforce and Training Agreement.

Environmental Clearance
It has been determined that this action/project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) guidelines as specified under Article 19, Section 15302 (c) Class 2 Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

In addition, the proposed project is consistent with the Government Code Section 65402 and the 2040 Stockton General Plan (Land Use Policy 6.3) because it improves existing utility services to ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs.

FINANCIAL SUMMARY

The resolution includes the action to provide sufficient funding to award a Construction Contract to Power Engineering Construction Co., in the amount of $144,665.00.

Funds are to be transferred in Fiscal Year 2022-23 from the existing capital projects below to the RWCF Digester Gas Pipeline Expansion Joints Replacement, Project No. UW21013. Projects UW20014 and UW21012 have been completed and will be closed out.

Project	**Amount Available to Transfer**
UW20014 - Cogeneration Engine No. 3 Overhaul and Fuel Blending System Installation	$45,000
UW21012 - RWCF Digester Gas Holder Coating Replacement	$53,000
TOTAL	**$98,000**

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE FILING OF NOTICE OF EXEMPTION NO. NOE13-22, APPROVING THE PROJECT PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $144,665 TO POWER ENGINEERING CONSTRUCTION CO. FOR THE RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT (PROJECT NO. UW21013); AND AUTHORIZING TRANSFER OF FUNDS OF $98,000 FROM EXISTING CAPITAL PROJECTS UW21012 ($53,000) AND UW20014 ($45,000) TO THE RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT (PROJECT NO. UW21013)

On June 30, 2022, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed bids offered for the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013); and

Power Engineering Construction Co. is the apparent low bidder in the amount of $144,665; and

The bid submitted by Power Engineering Construction Co. is regular and responsive in all aspects; and

The project complies with the City's General Plan, pursuant to California Government Code, section 65402, and is exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under Article 19, Section 15302(c), Class 2, of the CEQA Guidelines; The project is in conformance with the Stockton General Plan based on Policy Land Use – 6.3; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The filing of the Notice of Exemption No. NOE13-22 under CEQA for the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013), a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the project Plans and Specifications for the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013).

3. A $144,665 Construction Contract between the City of Stockton and Power Engineering Construction Co. of Alameda, CA, is awarded for the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013), a copy of which is attached as Exhibit 2 and incorporated by this reference.

4. The City Manager is hereby authorized to transfer funds in the amount of $98,000 from existing capital projects UW21012 ($53,000) and UW20014 ($45,000) to

the RWCF Digester Gas Pipeline Expansion Joints Replacement (Project No. UW21013).

5. This Resolution shall take effect upon its adoption.

6. The City Manager is authorized to take all necessary and appropriate steps to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin St., Ste. 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: REQUEST FOR RWCF REPLACE DIGESTER GAS PIPELINE EXPANSION JOINTS – PROJECT NO. UW21013
CEQA Exemption File No.: NOE 13-22
Applicant: City of Stockton Municipal Utilities Department
Project Description/Location: The City of Stockton's Municipal Utilities Department will be conducting replacement of the existing rubber expansion joints and bolts for the digester gas pipeline at the Regional Wastewater Control Facility at 2500 Navy Drive. See attachment A for more information.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

____ The activity is not a "project" as defined in CEQA Guidelines Section 15378.
____ The activity is exempt under the "general rule" at CEQA Guidelines Section15061(B)(3).
____ The project is "Statutorily Exempt" per CEQA Guidelines Section: _____
__X__ The project is "Categorically Exempt" per CEQA Guidelines Section 15302(c).

BASIS FOR FINDING OF EXEMPTION

____ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
__X__ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

C. MEL LYTLE, Ph. D.
MUNICIPAL UTILITIES DEPARTMENT

April 26, 2022
(DATE OF PREPARATION)

By _____
Oscar Meda, Assistant Engineer

_____
(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

_____ _____
Signature Title

_____
Posting Period Ending Date

CONSTRUCTION CONTRACT
FOR THE
RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT
PROJECT NO. UW21013

This contract is made and entered into on _____, by and between **POWER ENGINEERING CONSTRUCTION CO.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **1501 VIKING STREET, SUITE 200, ALAMEDA, CA 94501**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT (PROJECT NO. UW21013)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. _____**, on _____; and

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

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

CONTRACTOR agrees:

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

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit A, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Municipal Utilities Department of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **$144,665.00**, or as otherwise mutually agreed to in a Contract Change Order.

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

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

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

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

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

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

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

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

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

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

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

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

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

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

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely

difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

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

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

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (Exhibit C). The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by

this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Division 2, Part 7, Chapter 1, Article 2, Wages of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at 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 ensure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Municipal Utilities 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

For contracts valued at $100,000 and above, 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. COMMUNITY WORKFORCE TRAINING AGREEMENT

For contracts valued at 1,000,000 and above, pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Municipal Utilities Department as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Municipal Utilities Department of such completion.

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

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

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

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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

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

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

ATTEST:
ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

By:_____

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

By:_____
ACTING CITY ATTORNEY

CITY:

By:_____
HARRY BLACK
CITY MANAGER

By: David Mike, President
POWER ENGINEERING CONSTRUCTION CO.

77-0107625
Tax Identification No.

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder _____

Date Signed 06/28/2022

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 06/28/2022

Power Engineering Construction Co.
Name of Contractor

Hilary Tigue
(Name of Contractor Representative)

Vice President
(Authorized Officer & Title)

0070142
CSLB # of Motor Carrier Permit

EXHIBIT A

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT
Project No. UW21013

Each bidder shall bid each item. Failure to bid an item shall cause the bid to be considered non-responsive, and it will be rejected.

All applicable sales taxes, state and/or federal taxes, and any other special taxes, patent rights, or royalties are included in the prices quoted in this proposal. All bid items listed below are an estimated quantity. This shall be the responsibility of the Contractor to make their own estimate based on what are shown and called for in the contract Plans and Specifications.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	21,175.00	21,175.00
2	Access Equipment (Lifts, scaffolding, etc.)	1	LS	8,750.00	8,750.00
3	Replace 10" Rubber Expansion Joints	2	EA	3,950.00	7,900.00
4	Replace 16" Rubber Expansion Joints	4	EA	6,560.00	26,240.00
5	Replace 20" Rubber Expansion Joints	10	EA	7,060.00	70,600.00
6	Contingency	1	LS	$10,000.00	$10,000.00
TOTAL BID: The sum of Items 1 through 6					$144,665.00

One Hundred Forty-Four Thousand Six Hundred Sixty-Five Dollars
Total Bid - Words

Power Engineering Construction Co.
Firm Name

Bidder's Signature

Exhibit B:

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

5. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond

2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

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

Special Risks or Circumstances

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

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

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

I. PURPOSE

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

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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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.

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

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

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

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)

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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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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BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a (**INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP**), as Principal and _____ _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of SPELL OUT CONTRACT AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

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

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

_____

By: _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
ASSISTANT CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **NAME OF CONTRACTOR**, a **(INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP)**, as Principal and _____ _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of SPELL OUT DOLLAR AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any

such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
ASSISTANT CITY ATTORNEY

PLAN HOLDER NO. _____

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
BID
CONTRACT
SPECIAL PROVISIONS

FOR CONSTRUCTION OF

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT PROJECT NO. UW21013

CONTRACTOR MUST HAVE A CLASS "A" LICENSE

STOCKTON, CALIFORNIA

Bid Opens: **THURSDAY, JUNE 30, 2022, 2:00 p.m.**

FOR INFORMATION
REGARDING THIS PROJECT CALL
(209) 937-8700 or (209) 937-5650 Extension
(Do not return - Please recycle)

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CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

CONTRACT DOCUMENTS

FOR CONSTRUCTION OF

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT PROJECT NO. UW21013

APPROVED BY:

_____

ASSISTANT DIRECTOR OF MUNICIPAL UTILITIES DATE

PREPARED BY:

CITY OF STOCKTON

MUNICIPAL UTILITIES DEPARTMENT

2500 NAVY DRIVE

STOCKTON, CA 95206

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SECTION 00020 - NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California to provide all labor, materials, equipment, and perform all work necessary for the construction of the RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT and in accordance with the plans and specifications for Project Number UW21013.

The work includes: Replacement of the existing rubber expansion joints and bolts for the digester gas pipeline at the Regional Wastewater Control Facility (RWCF).

The work shall be performed in accordance with the intent of the Contract Documents, including as stated in the Contract and the Technical and Special Provisions, excluding only the work indicated or specified to be provided by the City or others under separate contract or other arrangement. In the event of a conflict between the Project Specifications and the City of Stockton Standard Specifications and Plans, the Project Specifications shall take precedence.

The project specifications and plans can be downloaded from the City of Stockton's website at http://www.stocktongov.com/services/business/bidflash/mud.html?dept=Municipal_Utilities; however, official bid documents including plans, specifications, and a plan holder number, must be obtained from ARC Document Solutions in order to bid this project. The completed official sealed bid packet, including the plan holder number, must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California 95202, up to, but not later than 2:00 p.m., on Thursday, June 30, 2022.

A non-mandatory pre-bid conference will be held at 10:00 a.m., Thursday, June 16, 2022 at the City of Stockton, Department of Municipal Utilities, Regional Wastewater Control Facilities (RWCF), 2500 Navy Drive, Stockton, California 95206.

Prospective bidders shall monitor City's website/bid flash for any project addenda or updates.

As prescribed in the Instructions to Bidders for this project, a bid guaranty in an amount not less than ten percent [10%] of the total base bid price, plus additives, if any, and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the Contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance. Each bid shall also be accompanied by the Non-Collusion Declaration, and all of the other required documents and information furnished in the official bidding documents. Each bid shall be enclosed in a sealed envelope clearly marked "BID" and shall indicate the project name, project number, bid opening date, and contractor's name and address. Bidders and the public are invited to be present at the public opening and declaration of said bids. Official bid documents received after the designated time will not be accepted. No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The project is to be substantially completed within one-hundred(100) consecutive calendar days from the date specified in the Notice to Proceed, and final completion will be achieved one-hundred thirty(130) consecutive calendar days thereafter. Time for commencement and completion of the work is consequential, and time is to be of the essence of the Contract.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California. The Contractor shall possess a valid Class A license at the time the bid is submitted and retain the license through the duration of the project. Failure to possess the specified license shall render the bid as non-responsive. The successful Contractor shall obtain a City of Stockton business license prior to contract execution and retain the license through the duration of the project.

All bidders must comply with the State of California Contractor Registration Requirements, which states all Contractors or subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

In compliance with Senate Bill 854 and the California Labor Code, all bidders shall include with their bid proof of registration from the Department of Industrial Relations that includes the contractor's legal name, registration number, license type/number, registration date and expiration date, for every contractor

and subcontractor, regardless of tier. Submittal of subcontractor's registration information regardless of tier is due no later than four business days after bid opening.

The general prevailing rate of wages for each craft or type of worker or mechanic needed to perform the Contract is on file with the City of Stockton. Bidders are hereby notified that the successful bidder and any subcontractor under that contract shall pay prevailing wage rates in performing the Contract.

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

Pursuant to Stockton Municipal Code Section 3.68.090 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) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City.

For contracts valued at $100,000 and above, 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% 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.

For contracts valued at $1,000,000 and above, pursuant to the implementation of the Community Workforce and Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA.

If the Contract is to be awarded, the Contract will be awarded to the lowest responsive, responsible bidder as defined in the Stockton Municipal Code; provided, however, the City Council reserves the right to reject any and all bids, and to re-advertise for bids or to provide for the work to be done by the City of Stockton's internal work force.

The successful bidder shall be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract bid price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California, on official forms furnished by the City, and said bonds shall be executed by the surety and contractor before or concurrently with the signing of the Contract. The acceptable surety will meet the minimum standard as set forth in the contract documents.

For information on technical data, contact Ana Chiono, Municipal Utilities Department, (209) 937-5650, e-mail: ana.chiono@stocktonca.gov. For information regarding the cost for the reproduction of the official bid package or to obtain a plan holders list, please contact ARC Document Solutions at 1421 N. El Dorado Street, Stockton, CA 95202, (209) 464-8724 or visit their plan room at https://order.e-arc.com/arcEOC/PWELL_PublicList.asp?mem=23.

ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, specifications, profiles and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included. By submitting a bid, the bidder represents that it has the ability, qualifications and experience to perform the proposed work.

The work includes the furnishing of all labor, materials, incidentals and equipment necessary for the RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT (Project No. UW21013). The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and become familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, and shall constitute conclusive evidence, that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of:

a. The site of the work.

b. Access to the site.

c. All other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract.

d. The conditions to be encountered.

e. The character, quality and scope of the proposed work.

f. The quality and quantity of the materials to be furnished.

g. The requirements of the bid, the plans, the specifications, and the other Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

3.1 PRE-BID CONFERENCE

The City may hold a pre-bid conference prior to the bid opening date. The pre-bid conference is held to answer questions bidders may have, provide bidders with access to the site, discuss important contract considerations, and provide any clarifications that may have come to the City's attention.

Bidders may be required to attend the pre-bid conference on the date indicated on the specifications. If any bidder fails to attend the pre-bid conference when it is indicated as being mandatory on the specifications, then their bid will be deemed non-responsive, which will result in bid rejection.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

Oral representations or interpretations by the City as to the meaning of the Contract Documents shall have no legal or binding effect. Requests for an interpretation shall be made in writing and delivered at least ten (10) days before the time announced for opening the bids to:

Ana Chiono
Project Manager
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206

The City's response to requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the bidder requesting the clarification. The City's response to written requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the City for the interpretation to become effective. It is the City's sole discretion whether or not to issue an addendum in response to a request for clarification.

5.0 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Postponement notices shall be mailed to planholders of record in the form of addenda.

6.0 OPENING OF BIDS

All bids except those which do not contain a bid security, irrespective of any other irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Notice Inviting Bids or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

a. Name of bidder.

b. The total amount of bid.

c. The nature and amount of the security furnished with the bid.

7.0 PREPARATION OF BID FORMS

Bids shall be submitted on the official bid documents and must be submitted at the time and place stated in the Notice Inviting Bids. All blanks in the bid forms must be appropriately filled in, either in ink or typed, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the bidder's planholder number, the date of the bid opening, and the name and project number of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms.

9.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initial or initials of the person or persons submitting the bid.

10.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the City, as not being responsive to the Notice Inviting Bids. No oral or telephonic modification of any bid submitted will be considered. The City retains the right to waive minor irregularities it determines to have no impact on the Contract.

11.0 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder, or its authorized representative as described in Paragraph 00100-8.0, Bidder's Signature and Authority. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission

of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-12.0, Withdrawal of Bids.

12.0 WITHDRAWAL OF BIDS

In accordance with the Stockton Municipal Code, withdrawal of bids is not allowed after the time noticed for the opening of bids. In case of a materially significant error, a bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents. At the City's sole discretion, the bid may be deemed non-responsive due to the materially significant error.

13.0 ADDENDA

The Director of Municipal Utilities has the authority to issue any and all Addenda prior to the bid opening date. Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge shall result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.0 BID PRICES

Bid prices shall include, whether additive or deductive, everything necessary for the completion of the work, including but not limited to, providing the materials, equipment, tools, fabrication, delivery, installation, plant and other facilities, and the management, superintendence, labor, overhead, profit, and services. Bid prices shall include all taxes required by Paragraph 00700-8.1.3, Payment of Taxes. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Quote prices for the exact amount for all work required to complete the respective item as described and shown in the Contract Documents.

For unit price bid items, if the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern, and the correct total shall be deemed to be the amount bid.

15.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company licensed and authorized to carry on business in the State of California, by a certified or cashier's check, payable to the City, or cash, in the sum of at least ten (10) percent of the total amount of the base bid price, plus additives, if any. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the City the Agreement

on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished, or other disposition made thereof. The bid guarantees of all bidders, except the three lowest responsive bids, will be returned within 15 calendar days after the bids are opened.

16.0 QUALIFICATION OF BIDDER

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Contract Documents.

City Employees and Design Engineers May Not Bid on Construction Contracts. No employee of the City shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the City.

No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, except for surveyors and geotechnical subcontractors and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

17.0 SUBCONTRACTORS

In accordance with California Public Contract Code Section 4100, et. seq., each bid shall have listed in the official bid documents, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act. All work, in excess of one-half of one percent of the bidder's total bid, for which a subcontractor is not listed in the official bid documents, shall be performed by the Contractor's own organization.

The Contractor shall perform at a minimum the percentage of work specified in Section 01010-11.0, CONTRACTOR'S WORK PERCENTAGE, with its own forces and shall not subcontract out this portion of work. The Contractor shall perform that contract work with his own organization, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization. When items of work in the BID SCHEDULE, are preceded by the letter (S), said items are designated "Specialty Items." The City may also determine, on a case by case basis, items to be designated "Specialty Items." Where an entire item is sub-contracted, the value of work subcontracted will be based on the contract item bid price. When a

portion of an item is sub-contracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the City.

18.0 MAJOR EQUIPMENT ITEMS

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19.0 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor, except where alternatives or substitutes are specifically excluded, and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01600, MATERIAL AND EQUIPMENT. Inclusion or offers of alternative products will not be reviewed or processed during the bidding period.

20.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub proposals or quote prices on materials to more than one bidder.
Bidders shall execute and furnish with their bids, the NON-COLLUSION DECLARATION furnished in the official bid documents. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more that one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested.

21.0 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, if the bid item is indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, the Design Consultant, the Construction Manager, and their employees, agents, and sub consultants.

22.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations are on file with the City.

Successful bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work.

23.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid.

24.0 ASSIGNMENT OF CONTRACT

The Contractor shall not assign any part of this Contract unless it complies with Section 00700-1.5, SUCCESSORS AND ASSIGNS.

25.0 REJECTION OF BIDS

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which are non-responsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the City; any bids accompanied by insufficient or irregular bid guaranty; any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature; and any bidder who fails to provide satisfactory documentation of its qualifications as required by Section 00100-16.0, QUALIFICATION OF BIDDER. The City reserves the right to waive irregularities.

26.0 CONTRACT AND BONDS

The successful bidder will be required to furnish, in duplicate counterpart, a Labor and Material Bond on forms provided by the City, in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred (100%) of the Contract Price, and evidences of insurance. Said insurance and bonds shall be secured from a surety company satisfactory to the City.

The form of contract, and the forms of bonds, as provided in Section 00500, which the successful bidder as Contractor will be required to execute and furnish shall be carefully examined by the bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Labor and Material Bond is to secure the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work.

The Faithful Performance Bond will be retained by the City of Stockton for twelve (12) months following final acceptance by the City of the improvements to guarantee correction of failure attributable to workmanship and materials. Upon said final acceptance by the City, the amount of the Faithful Performance Bond may be reduced to twenty percent (20%) of the actual improvement construction costs, at the sole discretion of the City.

The bonds required of the Contractor shall be furnished by a company authorized to do a surety business in the State of California: said bonds shall be executed by the surety and Contractor before or concurrently with the signing of the contract. The form of said bonds must be approved by the City Attorney and the surety of sureties must be approved by the City Finance Director.

All alterations, extensions of time, extra or additional work and other changes authorized by these specifications, or any part of the Contract may be made without securing the consent of the surety on the contract bonds.

27.0 AWARD OF CONTRACT

Within sixty (60) days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. Nothing set forth herein shall limit the ability of the City to agree with the lowest responsive, responsible bidder to extend the time for the City to award the Contract to said bidder. The Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and Labor and Material bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

If award is made, it will be based on the lowest responsive, responsible bid whose summation of the base bid and City selected alternates yields the lowest total Contract price. Selection of any or all alternates shall be at the sole discretion of the City.

28.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within ten (10) days after receiving the Contract constitutes a default. In the event of a default, the City may award the Contract to the next lowest bidder or may re-advertise for bids. The City may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City for a refund.

29.0 BUSINESS LICENSE

The Contractor must obtain and maintain a valid City of Stockton business license prior to execution of the Contract and throughout the fiscal periods embraced by the duration of the Contract.

30.0 CONSTRUCTION AND DEMOLITION DEBRIS

In order to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939, the City of Stockton requires that construction and demolition projects recycle a minimum of fifty percent (50%) of all discarded materials generated by the projects to divert project waste from the landfills.

a. CONSTRUCTION AND DEMOLITION RECYCLING PLAN
   This plan is meant to assist contractors with identifying the types and quantities of materials that will be generated as a result of the project in order to find diversion outlets for these materials.
   Once the Contract has been awarded, the contractor is required to complete and submit a Construction/Demolition (C&D) Recycling Plan prior to receiving a Notice to Proceed. The plan should be submitted to the Project Manager at the pre-construction meeting. The City may also request additional information, as necessary.

b. CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REPORT
The contractor must complete the Construction and Demolition (C&D) Debris Recycling Report within thirty (30) days of construction or demolition project completion (Notice of Completion). The completed must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, Stewart Eberhardt Building, 22 E. Weber Ave., Room 301, Stockton, CA 95202. Failure to provide the C&D Recycling Report form will result in a five percent (5%) withholding of the contract amount.

(Recycling forms are available at http://www.stocktongov.com/files/C&D%20Package.pdf).

31.0 BID PROTESTS

All parties wishing to file a protest shall comply with the procedures set forth below.

All protests regarding the bidding process or the award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to: City Attorney, City of Stockton, 425 North El Dorado, Stockton, CA 95202.

The party filing the protest must have actually submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest must be hand delivered or sent via mail so that it is received by the City Attorney within the time period set forth above. The protest document must include the following:

a. A complete statement of the factual and legal basis for the protest;
b. The protest must include the name, address and telephone number of the person representing the protesting party; and
c. The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending upon the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

32.0 LOCAL EMPLOYMENT

For contracts valued at $100,000 and above, 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% 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.

***** END OF SECTION *****

SECTION 00220 - GEOTECHNICAL DATA

Subsoil investigations have not been conducted at the site of the work.

The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, contractors may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Engineer.

*****END OF SECTION*****

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SECTION 00300 – LIST OF BID ITEMS

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT
Project No. UW21013

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS		
2	Access Equipment (Lifts, scaffolding, etc.)	1	LS		
3	Replace 10" Rubber Expansion Joints	2	EA		
4	Replace 16" Rubber Expansion Joints	4	EA		
5	Replace 20" Rubber Expansion Joints	10	EA		
6	Contingency	1	LS	$10,000.00	$10,000.00
TOTAL BID: The sum of Items 1 through 6					

*****END OF SECTION*****

SAMPLE

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SAMPLE

SECTION 00500 - CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **NAME OF CONTRACTOR**, a **(INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP)**, with a business address at **ADDRESS/CITY/STATE/ZIP**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **PROJECT NAME (PROJECT NO. xx)**, hereinafter called "PROJECT," were regularly adopted by **Council Motion –OR- Council Resolution No. _____,** on _____; and

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

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

CONTRACTOR agrees:

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

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

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

SAMPLE

City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

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

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of XXX AND NO/100 DOLLARS

($XXX) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

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

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

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

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

SAMPLE

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Division 2, Part 7, Chapter 1, Article 2, Wages of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at 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 ensure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Municipal Utilities 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.

SAMPLE

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

For contracts valued at $100,000 and above, 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. COMMUNITY WORKFORCE TRAINING AGREEMENT

For contracts valued at 1,000,000 and above, pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Municipal Utilities Department as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Municipal Utilities Department of such completion.

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

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

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of

compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

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

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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

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

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

ATTEST:
ELIZA R. GARZA, CMC
CITY CLERK
CITY OF STOCKTON

By:_____

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ASSISTANT CITY ATTORNEY

CITY:

By:_____
HARRY BLACK
CITY MANAGER

By:_____
LIST NAME OF CONTRACTOR

_____
Tax Identification No.

SAMPLE

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder _____

Date Signed _____

SAMPLE

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date:_____

_____
Name of Contractor

_____
(Name of Contractor Representative)

_____
(Authorized Officer & Title)

_____
CSLB # of Motor Carrier Permit

SAMPLE

EXHIBIT A

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT
Project No. UW21013

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS		
2	Access Equipment (Lifts, scaffolding, etc.)	1	LS		
3	Replace 10" Rubber Expansion Joints	2	EA		
4	Replace 16" Rubber Expansion Joints	4	EA		
5	Replace 20" Rubber Expansion Joints	10	EA		
6	Contingency	1	LS	$10,000.00	$10,000.00
TOTAL BID: The sum of Items 1 through 6					

SAMPLE

EXHIBIT B

REFER TO SECTION 00820 – LIABILITY AND INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT C

DISCRIMINATION AND HARASSMENT POLICY

SAMPLE

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a (**INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP**), as Principal and _____ _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of SPELL OUT CONTRACT AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

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

SAMPLE

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

_____

By: _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
ASSISTANT CITY ATTORNEY

SAMPLE

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **NAME OF CONTRACTOR**, a **(INDICATE STATUS: STATE OF [NAME STATE] CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP)**, as Principal and _____ _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of SPELL OUT DOLLAR AMOUNT AND xx/100 DOLLARS ($xxx enter dollar amount), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

NAME OF PROJECT
(PROJECT NO. xxx)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

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

SAMPLE

from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

_____

By: _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
ASSISTANT CITY ATTORNEY

SAMPLE

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SAMPLE

SECTION 00700 - GENERAL CONDITIONS

1.0 GENERAL

1.1 Intent of Contract Documents

The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

In the event the materials and/or equipment are to be furnished by the City, as designated in the General Requirements or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to the City.

1.2 Discrepancies and Omissions

Any discrepancies or omissions found in the Contract Documents shall be reported to the Construction Manager immediately. The Construction Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In the case of conflict or inconsistencies between terms of the Contract Documents, the following order of precedence shall apply:

a. The Contract and Exhibits, including change orders and permits;

b. Supplementary Conditions and their Exhibits;

c. Instructions to Bidders;

d. General Conditions and their Exhibits;

e. The Project Specifications;

f. The Project Drawings;

g. City of Stockton Standard Specifications;

h. City of Stockton Standard Drawings;

i. Where no order of precedence is stated, or if conflict or inconsistency cannot be resolved by a careful review of the Contract Documents, the more stringent of the requirements shown or specified shall be controlling.

Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors, in trades, or into design packages, or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3 Headings

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 Penalty for Collusion

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work.

1.5 Successors and Assigns

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligation

contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and consent of Surety.

1.6 Assignment to City

Pursuant to Public Contract Code 7103.5, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the Contractor and its subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract and subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. Reference Paragraph 00100-23.

1.7 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

2.0 *ADMINISTRATION*

2.1 Administration of the Contract

The City's Representative, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during the construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

2.2 City's Representative

2.2.1 General - The City's Representative has the authority to act on behalf of the City to implement change orders, progress payments, contract performance decisions, acceptability of the Contractor's work, and early possession.

2.2.2 Change Orders - The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 Progress Payments - The City's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

2.2.4 Contract Performance Decisions - Should the Contractor disagree with the Construction Manager's decision with respect to the contract performance, the Contractor may appeal to the City's Representative in accordance with the provisions herein.

2.2.5 Acceptability of Work - The City's Representative has the authority to make the final determination of the acceptability of the Work. The City's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of defective work as provided.

2.3 Construction Management

2.3.1 General - The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under Paragraph 00700-2.1, Administration of the Contract, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the City or Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.2 Representative - The Construction Manager will be represented at the Site by a resident construction manager or resident engineer who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

2.3.3 Inspection of Construction - The Construction Manager shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing in accordance with Paragraph 00700-5.3, Defective and Unauthorized Work.

In addition to the resident construction manager or resident engineer, the Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

2.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

2.3.5 Change Orders - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the City.

2.3.6 Construction Schedule - The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.

2.3.7 Progress Payments - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 Final Payment - The Construction Manager, with the assistance of the Design Consultant will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the City, for the City's review, written warranties, and related documents required by the Contract and assembled by the Contractor.

2.3.9 Early Possession - The Construction Manager has the authority to recommend early possession.

2.4 Design Consultant

2.4.1 General - The Design Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.

2.4.2 Interpretations - The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to the City.

2.4.3 Acceptability of the Work - The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 Site Observations - The Design Consultant may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.5 Submittal - The Contractor shall submit, through the Construction Manager, all shop drawings, product data and samples for review.

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

3.0 *CITY*

3.1 General

The City, acting through the City's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 Attention to Work

The City shall notify the Contractor in writing of the name of the individual designated as the City's Representative and the name of the individual designated by the Construction Manager to act as resident construction manager or resident engineer. The Construction Manager's designated representative normally will be at the Site of the Work. During the representative's absences, the Contractor may contact a previously designated representative of the Construction Manager.

3.3 Inspection

In addition to the resident construction manager or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue with which it disagrees to the Construction Manager for decision by the Construction Manager.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

Construction Manager will have authority to disapprove or reject Work which Construction Manager believes to be defective, or that Construction Manager believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Construction Manager will also have authority to require special inspection or testing of the Work as provided in this Section, whether or not the Work is fabricated, installed, or completed.

Contractor shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Construction Manager the required certificates of inspection or approval.

Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for City's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City and Construction Manager.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation.

Uncovering Work shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and replaced at Contractor's expense without adjustment of Contract Time or Contract Price.

If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the City may make a Claim therefore as provided in these documents. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in these documents.

3.4 City's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies.

The City also reserves the right to perform any portion of the Work due to an emergency threatening the safety of the Work, public, City, and any property or equipment.

The Contractor is forewarned that in exercising the rights and remedies under this paragraph, the City shall proceed expeditiously. In connection with such corrective and remedial action, the City may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the City, City's representatives, agents and employees, City's other contractors, and Construction Manager and Construction Manager's Consultants access to the Site to enable City to exercise the rights and remedies under this paragraph.

All Claims, costs, losses, and damages incurred or sustained by the City in exercising the rights and remedies under this paragraph 3.4 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, City may make a claim therefor as provided in paragraph 7.5.2. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this paragraph 3.4.

3.5 City's Right to Use or Occupy

The City reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Substantial Completion, are noted in Paragraph 01010-7.0, Occupancy Requirements. Failure to include a part of the Work in the above Section, shall not limit the City's right to use or occupy parts of the Work not listed.

3.6 City's Right to Perform Work and to Award Separate Contracts

The City reserves the right to perform the work related to the Project with the City's own forces, and to award separate contracts in connection with the Project or other work on the Site under these or similar General Conditions. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

The City will provide for the coordination of the work of the City's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 00700-4.8.3, Cooperation.

4.0 CONTRACTOR

4.1 Office

The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication.

4.2 *Contractor's Representative*

The Contractor shall notify the City in writing of the names of the persons who will act as the Contractor's representative and his or her designated alternate, and who shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor’s representative shall be an employee of the Contractor. Upon written request of the Contractor, this employment requirement may be waived by the City. The City's waiver, if granted, will be in writing. There is no obligation by the City to waive this provision regardless of the effect on the Contractor's operations. Such waiver may be rescinded by City upon reasonable written notice thereof.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. If neither the Contractor’s representative nor a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority as provided in Paragraph 00700-6.6, Temporary Suspension of Work, to suspend the work until such a representative is at the Project site.
Before initial work is begun on the Contract, the Contractor shall file, with the Construction Manager, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

4.3 Construction Procedures

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

4.4 Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the Construction Manager or City's Representative to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the Construction Manager or City's Representative, and such person shall not again be employed on the Project.

4.5 Subcontractors

The Contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as having a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Bid in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the City.

4.6 Contractor's Equipment and Facilities

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

4.7 Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property at no extra cost to the City. The Contractor shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

4.8 City-Contractor Coordination

4.8.1 Service of Notice - Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 00700-4.2, Contractor's Representative, to the Contractor's office designated in Paragraph 00700-4.1, Office, or to the Contractor's address provided in the Bid Proposal.

4.8.2 Suggestions to Contractor - Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, and Construction Manager, or the Design Consultant assume no responsibility therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

4.8.3 Cooperation - The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work, shall be submitted to the City for its decision in the matter. If such separate contractor sues the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such proceedings at the Contractor's expense. If any judgment or award against the City arises from any such litigation whether

defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all attorney's fees and court costs which the City has incurred or for which it is liable.

4.9 Permits

Unless specifically stated to be provided by the City, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start up of any equipment or facility for this Contract. Permits shall be kept on-site. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or file holder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's bid price.

The Contractor shall be responsible for satisfying all code requirements. Any code inspections will be coordinated by the Construction Manager. The Contractor shall comply with all construction conditions stipulated in the permits.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or false work) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

The Environmental Quality Act of 1970 (Public Resources Code, Sections 21000 to 21176 incl.) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

4.10 Contractor's Responsibility for the Work and Materials

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of the City.

4.11 Laws to be Observed

The Contractor shall keep fully informed of all existing and future County, State, and National laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the City and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

4.11.1 Prevailing Wage - The Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the City of Stockton, $25 for each calendar day or portion thereof, for each workman paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him violation of the provisions of the Labor Code and, in particular, Labor Code Section 1770 and 1780, inclusive.

In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less that the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said code and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workman concerned. These wage rates are set forth in the Division of Industrial Relations publication entitled "General Prevailing Wage Rates", which is part of the Contract.

Pursuant to the provisions of Section 1773.2 of the Labor Code (as amended) the general prevailing wage rates for each craft, classification or type of workman are on file at the Municipal Utilities Department, 2500 Navy Drive, Stockton, California. A copy of said wage rates shall be posted by the Contractor in a prominent place at the site of the work.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

4.11.2 Travel and Subsistence Payments - Attention is directed to the requirements of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payment to each workman, needed to execute the work, in accordance with the requirements in said Section 1773.8.

4.11.3 Certified Payrolls - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and submitted to the City, and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

4.11.4 Overtime Requirements - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1½) times the basic rate of pay as provided for in the Labor Code.

4.11.5 Apprentice and Trainee - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the City any and all evidence of compliance with this Code Section when requested by the City.

It is City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

4.11.6 Workers' Compensation Insurance - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.4, Workers' Compensation Insurance.

4.11.7 Labor Discrimination - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of this chapter.

Attention is also directed to the requirement in Section 1431 of the Labor Code and Sections 300 and 317 through 323 of Title 8 of the California Administrative Code that the Contractor shall submit his Equal Employment Opportunity Program and certification fee to the Fair Employment Practice Commission, in the event that the bid price for the contract exceeds $200,000.

4.11.8 Vehicle Code - Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: The lighting requirements in Section 25803; the brake requirements in Division 12, Chapter 3; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

Attention is directed to the statement in said Section 591 that this Section shall not relieve him or any person from duty of exercising due care. The Contractor shall take all necessary precautions for safe operations of his equipment and the protection of the public from injury and damage from such equipment.

Any other requirements set forth in Division 11, 12, 13, 14 and 15 of the Vehicle Code which the Department, pursuant to the authority contained in Vehicle Code Section 591, will require compliance with, will be set forth in the special provisions.

4.12 Safety

4.12.1 Contractor's Safety Responsibility - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any other party than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the City. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

4.12.2 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Construction Manager a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety program, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7. The Contractor shall obtain a copy of the City's Municipal Utilities Department's Injury and Illness Prevention Program and the Safety Manual and incorporate appropriate safety procedures into their Safety Program. The Contractor shall also comply with the Department's "Contractor’s Safety Rules" in Section 01500-10.

The program shall also address the following:

a. Compliance with Laws, Rules, and Regulations

b. Infractions of Safety Rules

    1. Reported to Contractor's designated Safety Supervisor
    2. Time correction
    3. Contractor to enforce safety requirements on its subcontractors
    4. Non-complying employees to be removed from the Project

c. Housekeeping

    1. Continuous cleaning required

2. Final clean up required

d. Means of Implementing the Program

1. All new employees to receive training on the Contractor's Safety Program prior to starting work.

2. Periodic tool box meetings with agenda recorded.

3. Documented safety inspections by Safety Supervisor.

4. Establish emergency procedures and telephone numbers including the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite. The Contractor shall maintain at its office or other well-known place at the Site safety equipment applicable to the Work as prescribed by the aforementioned authorities, and all items necessary for giving first aid to the injured.

5. Project bulletin board with required policies.

6. At least two employees on each shift should have First Aid training and maintain a current First Aid card issued by an agency such as the American Red Cross.

7. Completion of a job hazard analysis for specific construction activities.

8. Establish a hazard communication program for informing the Contractor's and subcontractor's personnel, Construction Manager, City, and other affected parties of specific hazards on the project.

9. Establish a confined space entry program in accordance with Cal OSHA requirements.

e. Define the duties and responsibilities of Contractor management personnel for safety.

1. Project Manager

2. General Superintendent

3. Foreman

4. Safety Supervisor

f. Accident Investigation

1. Investigate all accidents and near misses.

2. Develop steps to prevent a reoccurrence.

3. Completion of all reporting paperwork.

The Contractor's compliance with requirements for safety and/or the Construction Manager's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

4.12.3 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall include supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor perform its work safely.

4.12.4 Safety Coordination Meetings - The Contractor and its affected subcontractors shall attend safety coordination meetings with the Construction Manager and any other affected parties. The meeting shall be held at least monthly and prior to the start of new construction activities.

Construction activities will be reviewed prior to the start of work in the various areas to determine potential hazards. The Contractor will be responsible for preparing job hazard analyses to breakdown the activities to be performed in a step-by-step procedure and provide safety guidelines for each step and any special equipment necessary to protect workers. The Contractor will act as facilitator for the meeting. The Construction Manager will participate in the safety coordination meetings but will not direct the Contractor on how to perform its safety operations.

4.12.5 Safety and Protection - The Contractor shall take all necessary protection to prevent damage, injury, and loss to:

a. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

4.12.6 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders. The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.12.7 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

4.12.8 Safety Violations - Should the Contractor fail to correct an unsafe condition, the Construction Manager shall immediately notify the City of the Contractor's failure to correct the unsafe condition. The City shall then notify the Contractor through the Construction Manager that the unsafe condition must be corrected or the work in question will be stopped in accordance with Paragraph 00700-6.6, Temporary Suspension of Work until the condition is corrected to the satisfaction of the City. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Construction Manager and City shall not relieve the Contractor of its sole responsibility and liability for safety.

The City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

4.12.9 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including City-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.12.10 Hazard Communication Programs- Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

4.13 Review of Contract Documents and Field Conditions by Contractor; Single Point Responsibility of Contractor - In addition to the examination and reviews performed, and obligations assumed, incidental to making the representations set forth in the Contract, Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by

City, and shall promptly report in writing to City's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor. Contractor shall determine the most desirable method of achieving City's requirements in terms of cost, technology, quality and speed of delivery.

Contractor is responsible for the construction of the Project and shall provide all services pursuant to this Contract in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode). Contractor shall perform its construction services in accordance with the best practices applicable to Contractor's field ordinarily used by member of construction industry in the location where the services are to be performed. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to City's Representative.

If Contractor performs any construction activity which it knows, or should know, involves an error, inconsistency, or omission in relation to the Contract Documents, without notifying and obtaining the written consent of City, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

Contractor agrees that it has single point responsibility for the construction of this Project.

4.14 Supervision and Construction Procedures - Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but without limitation, landscape and site work, utilities, and building systems.

Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and subcontractors, of all tiers, and their respective agents and employees.

Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of City or City's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than Contractor.

Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

Contractor shall at all times participate in, and implement, the CEQA and NEPA mitigation processes and ensure performance as required in the Contract Documents.

Contractor shall at all times maintain good discipline and order among its employees and subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

4.15 Labor And Materials - Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all services, other services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other things necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.0 CONTROL OF WORK AND MATERIALS

5.1 Means and Methods

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultants, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

Acceptance by the Construction Manager, City and/or Design Consultant of any drawings, or any information regarding materials and equipment the Contractor proposes to furnish or method of work shall not be regarded as an assumption of risks or liability by the Construction Manager, Design Consultant, or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Construction Manager, City, and/or Design Consultant has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

5.2 City-Furnished Materials

Materials, if furnished by the City, will be made available as designated in the General Requirements. The cost of loading, unloading, hauling and handling, and placing City-furnished materials shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

5.3 Defective and Unauthorized Work

Materials and workmanship not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the Construction Manager.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Construction Manager made under the provisions of this paragraph, the Construction Manager shall have authority to require special inspection and testing to verify if work is defective. Confirmed defective work shall be remedied, or removed and replaced, and unauthorized work be removed. The costs thereof will be deducted from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 00700-3.4, City's Right to Carry Out the Work, shall apply for this paragraph also.

5.4 Unnoticed Defects

Any defective work or material that may be discovered by the City, Construction Manager, or Design Consultant before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the City, Construction Manager, or Design Consultant to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

5.5 Right to Retain Imperfect Work

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

6.0 PROGRESS OF THE WORK

6.1 Beginning of Work

The Contractor shall begin work within ten (10) days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer.

6.2 Time of Completion

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Paragraph 01010-3.0, Time Allowed for Completion. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the work.

6.3 Delays

6.3.1 Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

6.3.2 Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension pursuant to Paragraph 00700-6.4.2.c, Weather Delays.

6.3.3.3 Material Shortages - Upon the submission of satisfactory proof to the Construction Manager by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials, or obtain acceptable substitute materials, from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension

for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):

a. Delays due solely to the actions and/or inactions of the City.
b. Delays due to differing site conditions as defined in Paragraph 00700-7.3, Differing Site Conditions.
c. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

No delay shall be compensable unless the claimed event or occurrence delays completion of the work beyond the contractual completion date or the completion date shown in the accepted initial or updated schedules, and the delay affects a critical activity while such activity is on the critical path.

6.3.5 Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Paragraphs 00700-6.3.2, Non-Excusable Delays, 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays. During such concurrent delay periods, time extensions will be granted in accordance with Paragraph 00700-6.4, Time Extensions; however, the Contractor shall not be compensated for its delay damages as defined in Paragraph 00700-6.4.3, or for any other damages, and the City shall not assess its actual costs as defined in Paragraph 00700-6.4.1, Non-excusable Delays.

6.4 Time Extensions

6.4.1 Non-excusable Delays - The City may grant an extension of time for non-excusable delays if the City deems it is in its best interest. If the City grants an extension of time for non-excusable delays, the Contractor agrees to pay the City's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 Excusable or Compensable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraphs 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays, then the Contract completion date may be extended by the City for such time that, in the City's and Construction Manager's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

a. The Contractor shall provide notification, in accordance with Paragraph 00700-6.3.1, Notice of Delays, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Paragraph 01310-4.0, Time Impact Analyses.

b. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 00700-6.3.3.2, Weather Delays, over and above an allowance as provided for in Paragraph 01010-5.0, Weather Days. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Paragraph 00700-6.5, Liquidated Damages.

6.4.3 Delay Damages

6.4.3.1 Indirect Overhead - The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Paragraph 00700-6.3.4, Compensable Delays. However, no reimbursement for indirect overhead or any other costs or damages shall be made for compensable delays which occur during a concurrent delay as defined in Paragraph 00700-6.3.5, Concurrent Delays. No reimbursement for indirect overhead as covered in this Section shall be made for any time extensions granted for Contract change orders as provided in Section 01035, Modification Procedures. As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Paragraph 00700-6.4.2, Excusable or Compensable Delays. No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay including not limited to extended field costs, extended home office overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption, or any other damage arising from delay, no matter how characterized, including delay claims of its subcontractors/suppliers of every tier.

6.4.3.1.1 Indirect Field Overhead - For those allowable delay periods as defined in Paragraph 00700-6.4.3, Indirect Overhead, the Contractor shall be reimbursed for its indirect field overhead based on:

a. Invoices for all field office equipment.

b. Actual salary for field office staff.

c. Fair rental values acceptable to the Construction Manager as described in Paragraph 01035-3.0, Force Account Payment for construction equipment idled due to the delay.

6.4.3.1.2 Indirect Home Office Overhead - For those allowable delay periods as defined in Paragraph 00700-6.4.3, Indirect Overhead, the Contractor shall be reimbursed for its daily home office overhead based on the following formula:

Contract Bid Price ($) X (0.04) = Daily Home Office Overhead ($/Day)
Contract Period (Days)

As it is impractical to determine the actual home office overhead, such reimbursement shall be mutually agreed between the City and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to indemnify, defend and hold the City harmless for any indirect overhead claims from its subcontractors.

6.5 Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by the City, damage will be sustained by the City. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the City in the amount set forth in Paragraph 01010-4.0, Damages For Delays, per day for each and every day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

6.6 Termination By City For Cause

Subject to prior notice from City and Contractor's cure rights set forth in this Section, City will have the right to terminate the Contract for cause after the occurrence of any of the following events:

a. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

b. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

c. A receiver is appointed to take charge of Contractor's property.

d. The Work is not completed with the applicable Contract Time, as such Contract Time may be adjusted in accordance with this Contract, and Contractor is not diligently prosecuting the completion or correction of the Work.

e. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

f. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from City.

g. Contractor disregards Applicable Code Requirements.

h. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.

i. Contractor persistently or materially fails to comply with applicable safety requirements.

j. Contractor abandons the Work.

k. Contractor is in default of any other material obligation under the Contract Documents.

Upon the occurrence of any of the preceding events, City will have the right to terminate the Contract for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from City, or within such longer period of time as is reasonably necessary to complete such cure.

Upon any of the occurrences referred to above, City may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method City may deem expedient. If requested by City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, City may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract is terminated by City as provided in this Section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents and subject to provisions of this Contract that survive termination, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.

No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6.7 Suspension By City For Convenience

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as City may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Section. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily

caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to recover on such a claim.

The provisions of this Section shall not apply if a Suspension Order is not issued by City. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

6.8 Termination By City For Convenience

City may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, City shall pay Contractor in accordance with this Section.

Upon receipt of notice of termination under this Section, Contractor shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Work to the extent specified in the notice.

b. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.

c. Promptly cancel, on the most favorable terms reasonably possible, all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Work.

d. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Contractor's obligations under this Section above, as to bona fide obligations assumed by Contractor prior to the date of termination.

Upon such termination, City shall pay to Contractor the sum of the following:

a. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

b. Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

c. Plus any proven losses with respect to materials and equipment directly resulting from such termination.

d. Plus reasonable demobilization costs.

e. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination. The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract

by City pursuant to this Section; and Contractor will be entitled to no other compensation or damages and expressly waives same.

6.9 Temporary Suspension of Work

6.9.1 If the Contractor fails to correct defective work as required by Paragraph 00700-5.3, Defective and Unauthorized Work, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, by a written order of the City's representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City.

6.9.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

6.9.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the City shall provide the provisions as stipulated in Paragraph 00700-6.6.2 above. Such additional work shall be compensated as provided for in Paragraph 00700-7.0, Changes in The Work.

7.0 *SCOPE OF WORK - CHANGES IN THE WORK*

7.1 Changes

The City reserves the right to make such alterations, deviations, additions to, deletions or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Such changes, no matter how many, shall be within the contemplation of this Contract and shall not be the basis for a compensable delay or a claim for lost profits.

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

For contracts approved by the City Council for initial prices under One Hundred Thousand Dollars ($100,000), cumulative change orders which exceed the charter limit $100,000 require City Council approval. For contracts with initial prices of One Hundred Thousand Dollars ($100,000) or more, cumulative change orders which exceed the charter limit $100,000 plus ten percent (10%) of the initial contract price over One Hundred Thousand Dollars ($100,000) require City Council approval. Change orders not meeting the above criteria require approval by the authorized City official executing this Contract. The dollar amounts of change orders approved by specific City Council action, plus the dollar amounts of any change orders which predate such specific City Council action, shall not be counted in computing the authority limits set forth above for City officials to approve change orders hereunder.

In emergency situations, the authorized City official may issue a change order beyond the authority limits described above in order to:

a. Prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, City; or

b. Protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or

c. Protect, where damage or injury has occurred, the work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized City official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized City official shall report such action and the reasons therefore to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practicable.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In such cases, the Engineer will, as soon as practicable, issue an approved contract change order for such work and the provisions in Paragraph 7.1.1, Procedure and Protest, shall be fully applicable to such subsequently issued contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of Paragraph 00700-7.1, Changes, the Contractor shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

7.1.1 Procedure and Protest - A contract change order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the Engineer within 15 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders as that term is used in Paragraphs 00700-7.1.2 to 7.1.4, inclusive.

Where the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by said contract change order to which such protest relates will be determined as provided in Paragraphs 00700-7.1.2 to 7.1.4, inclusive. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning an approved contract change order relates, to the adjustment of contract time for the completion of the work, the time to be allowed therefore will be determined as provided in Paragraph 00700-6.5, Liquidated Damages.

Proposed contract change orders may be presented to the Contractor for his consideration prior to approval by the Engineer. If the Contractor signifies his acceptance of the terms and conditions of such proposed contract change order by executing such documents and if such change order is approved by the City Manager or City Council and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the City Manager or City Council is an executed contract change order as that term is used in Paragraph 00700-7.1.2 to 7.1.4, inclusive. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

7.1.2 Eliminated Items - The City reserves the right to eliminate any contract item of work prior to the award of the contract without incurring any obligation to pay therefore. Should any contract item of the work be eliminated in its entirety following the award of the contract and in the absence of an executed contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this Paragraph 00700-7.1.2 will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Paragraph 01035-3.0.

7.1.3 Changes in Character of Work - If an ordered change in the plans or specification materially changes the character of the work of a contract item from that on which the Contractor based his bid price, and if the change increases or decrease the actual unit cost of such changed item as compared to the actual or estimated actual cost of performing the work of said item in accordance with the plans and specification originally applicable thereto, an adjustment in compensation therefore will be made by executed contract change order specifying the compensation payable, in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Paragraph 01035-3.0; or such

adjustment will be as agreed to by the Contractor and the Engineer. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Engineer, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Paragraph 01035-3.0.

Failure of the Engineer to recognize a change in character of the work shall not be construed as relieving the Contractor of his duty and responsibility of filing a written notice in accordance with Paragraph 00700-7.5.2.1, Notice.

7.1.4 Extra Work - New, unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans and specifications.

The Contractor shall do such extra work and furnish labor, material, and equipment therefore upon receipt of an approved contract change order or written emergency order of the Engineer, and in the absence of such approved contract change order or written emergency order of the Engineer he shall not be entitled to payment of such extra work.

7.2 Change Orders

7.2.1 Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time. A reservation of rights, non-waiver of claims, or similar exceptions or reservations by the Contractor on a Change Order for additional time, money, or anything else shall not be permitted and are of no force or effect. It is the intent of the City to have all Change Orders issued comprehensively to address all issues known and unknown relating to time and/or costs.

7.2.2 Extra work shall be that work not shown or detailed on the Contract Drawings and not specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

7.2.3 In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price, based upon the provisions of Section 01035 - Modification Procedures.

7.2.4 If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 00700-7.5.2, Potential Claims/Change Orders.

7.2.5 Elimination Of Work - In accordance with Section 7.1.2 above, the City shall be allowed and authorized to eliminate portions of work from the Contract Work at its discretion, and in the best interests of the public, during the course of action of the Project, and not only prior to award of contract. Said elimination of work shall not be determined to be a Termination for Convenience even if said elimination brings the Contract Work to a close. Upon elimination of work under this provision, the payment provisions of 7.1.2 shall apply.

7.3 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work the City shall cause to be issued a change order under the procedures provided in Paragraph 00700-7.2, Change Orders.
In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Paragraph 00700-7.5, Resolution of Disputes.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

7.4 Value Engineering Change Proposals (VECP)

Refer to Section 01090, References, for the definition of a Value Engineering Change Proposal.

7.4.1 Applicability - The provisions of this Section shall apply only to Value Engineering Change Proposals (VECPs) resulting in net cost savings of Twenty Thousand dollars ($20,000) or greater.

7.4.1.1 Future Changes - The Contractor is entitled to share in the net cost savings of the VECP to the full extent provided for in this Section and in the change order implementing the VECP. However, the net cost savings shall not continue to subsequent contract change orders nor other modifications of the contract which may change the service provided or increase the quantity of any item related to the VECP.

7.4.2 VECP Submittal - The Contractor must submit all VECPs to the Construction Manager after receipt of the Notice To Proceed and prior to surpassing forty percent (40%) of the contract time allowed in Section 01010-3.0, Time Allowed For Completion. The number of copies of the VECP submitted shall be in accordance with that designated for submittals in Section 01300, Submittals.

The Contractor shall include the following information for each VECP, in a form acceptable to the Construction Manager:

a. Description of the differences between the existing design and the proposed design.

b. Description of the advantages and disadvantages of the existing design and the proposed design.

c. If the function of an item is altered, the justification for altering that function.

d. The effect of the proposed modifications on the performance of the system or facility.

e. Any test data regarding the proposed modification.

f. A listing and analysis of all design criteria and specifications that must be changed if the VECP is accepted.

g. A separate detailed estimate of the impact on the project costs, together with a copy of the Contractor's approved schedule of values or costs.

h. A description and estimate of costs the City may incur to implement the VECP, including, but not limited to, design changes, inspection, testing, and evaluation costs.

i. A prediction of any effects the VECP may have on life-cycle costs.

j. The effect of the VECP on design and construction schedules.

k. All preliminary engineering data necessary to support approval of the VECP.

7.4.3 Acceptance of VECP by City - The City shall have sole discretion to determine whether or not to accept a VECP. The City's decision shall be final.

A VECP will be rejected if it causes an increase to the contract amount.

Within thirty (30) days after receipt of a VECP by the Construction Manager, the Contractor shall be notified in writing that the VECP is acceptable, rejected or additional time is required for the Construction Manager's response.

If determined acceptable, the Construction Manager will initiate a contract change order to implement the VECP. A VECP which is acceptable shall be incorporated into the project only through a contract change order.

7.4.4 Contractor's Right to Withdraw VECP - The Contractor has the right to withdraw part or all of any VECP at any time prior to written acceptance by the City. Such withdrawal shall be made in writing. Each VECP submitted by the Contractor shall remain valid for a period of thirty (30) days from the date received, unless extended by the Construction Manager. If the Contractor desires to withdraw the VECP prior to its acceptance or rejection, the Contractor shall be liable for the costs incurred by the City in reviewing the VECP.

7.4.5 Change Order Content For Accepted VECP - The contract change order for an accepted VECP shall offer to the Contractor fifty percent (50%) of the net cost savings, as determined by the Construction Manager. The change order shall detail the cost savings of each contract item that is part of the final accepted VECP. The net cost savings shall be accomplished through progress payments for the various items of work listed in the contract change order. The Contractor's costs for development, design and/or implementation of the VECP are not eligible for reimbursement. The cost for review by the Construction Manager and all City design consultants will be added to the cost of the value engineering proposal prior to determining the reduction of cost.

7.4.6 Identical VECP - A VECP identical to a VECP submitted under any other contract, by the Contractor, or any other contractor, may also be submitted under this Contract, provided that the VECP originated with such contractor and not with the City, Design Consultant, or Construction Manager.

7.4.7 Restrictions - The Contractor may restrict the City's right to use any VECP data by marking it with the following statement:

This data, furnished pursuant to the Value Engineering Change Proposal Section of this Contract, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the VECP is accepted by the City. This restriction does not limit the City's right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from other sources, without limitations. When this VECP is accepted by the City, the City shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other contract.

7.4.8 The City's acceptance, approval or use of the VECP shall not in any way reduce, limit or waive Contractor's responsibility under the Contract Documents, including, but not limited to, to perform all work and services, including that called for by or because of the VECP, in a competent and workmanlike manner, and pursuant to the standards required by the Contract Documents.

7.4.9. The VECP must not impair any of the essential functions and characteristics of the Project, such as service life, reliability, economy of operation, ease of maintenance, safety and necessary standardized features.

7.4.10 In the event that the contractor and the City cannot reach agreement as to the reduction in contract price associated with the VECP, the VECP will be declared null and void and the original contract conditions will apply. The contractor will bear sole responsibility for the costs of review of the VECP in this case.

7.5 Contract Interpretation

7.5.1 Contract Interpretation by the Construction Manager - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within ten (10) days of receipt of the request.

At the City's discretion, the City may deduct from monies due the Contractor, time and expense costs incurred by the City, Construction Manager, and Design Consultant for reviewing and responding to unnecessary RFIs. This may include RFIs submitted to inquire about means, methods, or potential modifications for the Contractor's convenience.

7.5.2 Potential Claims/Change Orders

7.5.2.1 Notice – Inclusive of the provisions in paragraph 00700-7.7, Dispute Resolution, if the Contractor disagrees with the Construction Manager's decision in Paragraph 00700-7.5.1, Contract Interpretation by the Construction Manager, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make a claim or request a change order. Potential claims or change orders pertaining to decisions provided in Paragraph 00700-7.5.1 or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager prior to Contractor performing the work giving rise to the potential claim or change order, if based on an act or failure to act by the City, or in all other cases, within five (5) days after the event or occurrence giving rise to the potential claim or change order. Written notice shall use the words "Notice of Potential Claim/Change Order." Such Notice of Potential Claim/Change Order shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Paragraphs 00700-6.3, Delays, 6.4, Time Extensions, 7.7, Dispute Resolution, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice as required by the Contract Documents is properly given, the Contractor shall have waived all rights to recover, and shall not recover, costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claims and change orders is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshall facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

7.5.2.2 Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available each day, to the Construction Manager or his designated representative, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services used. Such information shall be submitted to the Construction Manager on a weekly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

It is the intent of this Section that these records be provided such that the Construction Manager and Contractor can determine and agree upon the Contractor's daily effort expended on the disputed work and determine accurate costs for the disputed work. Such determination shall not be construed as authorization for or acceptance of the disputed work.

7.5.2.3 Meetings - From time to time the Construction Manager may call a special meeting to discuss outstanding claims and potential change orders should it deem this of possible help. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

7.5.3 Claims - The term “Claim” means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between City and Contractor arising out of or related to the Contract Documents or the performance of the Work. The term “Claim” shall not include, and the Claims procedures provided under this Section, including but not limited to arbitration, shall not apply to the following:

a. Claims respecting penalties for forfeitures prescribed by statute or regulation that a government agency is specifically authorized to administer, settle, or determine.

b. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.

c. Claims respecting stop notices.

Inclusive of the provisions in paragraph 00700-7.7, Claim must include the following:

a. A statement that it is a Claim and a request for a decision.

b. A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.

c. A certification, executed by Contractor, that the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.

d. A certification, executed by each subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor’s portion of the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.

e. A statement demonstrating that a Change Order Request was timely submitted as required by Section 7 of the General Conditions and Section 01035.

f. If a Cost Proposal or declaration was required by Section 7 of the General Conditions and Section 01035, a statement demonstrating that the Cost Proposal or the declaration was timely submitted as required by Section 7 of the General Conditions.

g. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Section 7 of the General Conditions and Section 01035. The cost breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be

considered current if submitted within 7 days of the date the cost reflected in the record is incurred. At the request of the Construction Manager or City's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, serial number, hours of use, dates of use and equipment rental rates of any rented equipment.

If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension under Section 6 of the General Conditions and Section 01310, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension. The Contract Schedule must demonstrate Contractor's entitlement to an adjustment of Contract Time under Section 6 of the General Conditions and Section 01310.

If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310.

For each claim submitted or filed by Contractor, including, but not limited to, any claim on behalf of Contractor and/or any claim by or on behalf of any subcontractor or supplier, of any tier, Contractor shall include the following certification, signed in the same manner as the Contract was signed:

I, being the (must be an officer) of (general contractor or subcontractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et. seq., pertaining to false claims, and further know and understand that submission or certification of a false claims many lead to fines, imprisonment and/or severe legal consequences."

7.6. Assertion of Claims

Claims by Contractor shall be first submitted to the Construction Manager for decision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by Construction Manager, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

Contractor shall submit a Claim in writing, together with all supporting data specified in Section 7.5 above, to Construction Manager as soon as possible but not later than 30 days after the date the Claim arises under Sections 6 and 7 of the General and Supplemental Conditions.

7.7 Dispute Resolution

All claims by Contractor for a time extension, payment of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the City of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less shall be subject to the provisions set forth in Public Contract Code Section 20104, et. seq. Those sections require that the claim be in writing, include the documents necessary to substantiate the claim, and be filed on or before the final date of payment, subject to all time limits and notice requirements for filing claims under the Contract.

Arbitration

Claims Subject to Public Contract Code Section 9204; Procedure

Application. This Section applies solely to the handling and resolution of a claim(s) sent to the City by registered mail or certified mail with return receipt requested in accordance with Public Contract Code Section 9204(c)(1). With respect to such claim(s), the provisions of Public Contract Code Section 9204 shall apply, and are hereby incorporated by reference into these documents and set forth in full at the end of this Section.

Mediation Procedures. Mediation conducted pursuant to Public Contract Code Section 9204 shall be in accordance with the following procedures:

- Request for Mediation: A request for mediation must be in writing and set forth a brief statement that identifies the claim(s), the asserted damages, the names, addresses, and contact information of the parties, and identify their authorized representative, if any, that will participate in the mediation. Contractor hereby expressly waives all claims not timely submitted to mediation in accordance with this Section.

- Selection of Mediator: The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 10 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

- Time and Place of Mediation: The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (*i.e.*, submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

- The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

- All meetings, communications and correspondence relative to the mediation procedures set forth in this Section shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code §§1115, *et seq*. and 1152.

- If, at the termination of the mediation proceedings pursuant to this Section, the claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by Contractor of any litigation or arbitration, the provisions of California law applicable to the presentation of claims and prosecution of disputes by the Contractor shall apply to claims asserted by the Contractor, including, without limitation, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor shall be responsible to fully satisfy and comply with all such requirements as may be applicable to any claim(s) presented by Contractor, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor expressly waives the removal provisions of California Code of Civil Procedure Section 394.

- In the event of any dispute between the City and Contractor, or during the pendency of any claim(s) or associated proceedings under this Section, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the Engineer.

Other Claims. The procedures and remedies provided herein do not apply to: (1) any claim(s) made by or on behalf of the City, unless the City consents to the application of these procedures and remedies; (2) any claim or dispute relating to stop payment notices; (3) any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this Section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this Section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this Section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Section.

(C) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This Section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this Section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this Section.

(f) A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this Section.

(g) This Section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this Section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This Section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

8.0 PAYMENT

8.1 Scope of Payment

8.1.1 General - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefore. Neither the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

8.1.2 Payment for Patents and Patent Infringement - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in any manner connected with, the performance of the work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultants, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.

8.1.3 Payment of Taxes - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract price.

8.1.4 Payment for Labor and Materials - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

8.2 Partial Payments

In consideration of the faithful performance of the work prosecuted in accordance with the provisions of these Specifications and the Contract, the City will pay the Contractor for all such work installed on the basis of percentage completion. Amounts earned will be based on accepted Cost Breakdown (Section 01025, Measurement and Payment).

Payments will be made by the City to the Contractor on estimates duly certified and approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved invoice). Payments will not be made for temporary construction or material submittals unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed between the City and the Contractor. Prior to submitting its payment estimate, the Contractor shall meet with the Construction Manager to reach agreement on the percent completion and materials on hand for that payment period.

The Contractor shall submit its estimate of the work completed during the prior month and the work completed to date in a format acceptable to the Construction Manager and corresponding to the accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Paragraph 00700-8.3, Partial Payments - Inclusion of Materials on Hand. Upon receipt of Contractor's requests for payment, the City shall act in accordance with the following:

a. The Construction Manager shall review the submitted estimates, as soon as practical after receipt, for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done and acceptable materials and equipment on hand.

b. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the City exceeds the seven (7) day return requirement set forth in subdivision (b) above.

Payment will be made by the City to the Contractor in accordance with City's normal accounts payable procedures; the City shall retain amounts in accordance with Paragraph 00700-8.4, Right to Withhold Amounts.

No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars ($1,000.00). Additionally, no payments shall be made until the Construction Manager has received an acceptable monthly schedule update covering the latest required period, certified payrolls and other required pay records, and a conditional waiver and release upon progress payment from Contractor for the current pay period and an unconditional waiver and release upon progress payment for the prior progress payment period. The City reserves the right to require, as a condition precedent to payment, that Contractor provide conditional and unconditional waivers and releases from Contractor's subcontractors and suppliers.

Subject to the provisions of this Section, the City shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code, if the City fails to pay an undisputed request for payment within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in the Code of Civil Procedure.

8.3 Partial Payments - Inclusion of Materials on Hand

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer

clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

a. Only equipment or materials which have received favorable review of shop drawings will qualify.

b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.

c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.

d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.

e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.

f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.

g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Paragraph 00700-8.4., Right to Withhold Amounts.

8.4 Right to Withhold Amounts

8.4.1 Retention - The City will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Code. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a qualified bank to be chosen by City, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of the Public Contract Code, and the implementing agreement.

Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount

of monies to be withheld by the City to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

Any Contractor wishing to exercise this option shall give notice in writing to City, and shall thereafter execute an escrow agreement in the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between;

_____

whose address is _____

hereinafter called "City", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Code, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for _____ in the amount of dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial owner.

2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the

Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of City:	On Behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On Behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

CITY:	CONTRACTOR:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

8.4.2 Other Withholds - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

b. Defective work not remedied.

c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.

d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

e. Damage to another Contractor or third party, or to property.

f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current "As-Built" record drawings.

g. The City's costs for the Contractor's failure to complete within the allowed time.

h. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.

i. Failure of the Contractor to make proper submissions, as herein specified.

j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.

k. Payments due the City from the Contractor.

l. Reduction of Contract Amount because of modifications.

m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.

n. Provisions of law that enable or require the City to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

8.5 Substantial Completion

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items.

Upon the completion of such corrective work, the Contractor shall notify the Construction Manager in writing. The Construction Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the project is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion. The Certificate shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the punch list accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgement, the Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the punch list within the time period provided in the Certificate of Substantial Completion.

City shall have the right to exclude Contractor from the Site after the date of Substantial Completion, but City will allow Contractor reasonable access to complete the Work or correct items on any deficiency list or punch lists at times and in areas designated by the City in its sole discretion and without additional compensation to Contractor.

8.6 Final Inspection and Payment

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the City that the Work, has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the City. After completion of the work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor in accordance with Paragraph 00700-8.2, Partial Payments.

After receipt of the last partial payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed, as provided in Paragraph 00700-7.5, may be specifically excluded by the Contractor from the operation of the release.

Neither final payment nor any retention shall become due until Contractor submits the following items to Construction Manager:

a. The final Application For Payment and all submittals required in accordance with the General Conditions.

b. All guarantees and warranties procured by Contractor from subcontractors, all operation and maintenance manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

c. Unconditional waivers and releases upon final payment from all subcontractors and suppliers and a conditional waiver and release upon final payment from Contractor.

d. Certified payroll records and all other pay records as determined by the City.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the City accept the project, the City will take formal action on acceptance.

Within ten (10) days of the acceptance by the City of the completed work embraced in the Contract, the City will cause to be recorded in the office of the County Recorder a Notice of Completion.

Thirty-five (35) days after recording the Notice of Completion of the work involved in the Contract, the City will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

8.7 Warranty of Title

No material, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

9.0 EXISTING UTILITIES

9.1 General

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate notification center, U.S.A., 1-800-642-2444.

9.2 Notification and Location

At least three (3) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which the Contractor believes may affect or be affected by the Contractor's operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

9.3 Damage and Protection

The Contractor shall immediately notify the Construction Manager and utility owner of any damage to a utility.

For work within a public right of way or utility easement, the party responsible for the cost of repairing and/or relocating damaged utilities shall be as follows:

	Description	Responsible Party
a.	Utility mains delineated incorrectly on City's plans	City/Utility Company
b.	Utility mains delineated correctly on City's plans but information provided incorrectly by utility company	Utility Company
c.	Utility mains not shown on City's plan	Utility Company
d.	Utility mains incorrectly marked in the field by utility company	Utility Company
e.	Utility mains incorrectly marked and/or delineated on City's plans	Contractor
f.	Utility service laterals whether indicated or not indicated on plans and whether correctly or incorrectly shown on City's plans	Contractor

9.4 Utility Relocation and Rearrangement

The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the Construction Manager of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by Construction Manager. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 00700-9.3, Damage and Protection.

Where it is determined by the Construction Manager that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the Construction Manager will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 00700-7.2, Change Orders.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

10.0 APPLICABLE LAW/CODE REQUIREMENTS

Contractor shall perform the Work in accordance with the following Applicable Law/Code Requirements and all code requirements listed in the Scope of Work:

a. All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over City, Contractor, any subcontractor, the Project, the Project site, the Work, or the prosecution of the Work, including, but not limited to:

   (1) any federal, state or local law, code, regulation or consent order or agreement having the force of law;

   (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any governmental or regulatory agency having appropriate jurisdiction;

   (3) any established interpretation of law or regulation utilized by an appropriate governmental or regulatory agency if such interpretation is documented by such governmental or regulatory agency and generally applicable; and,

   (4) any governmental or regulatory agency approval, in each case applicable from time to time to the siting, permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of the Facilities

b. Applicable Sections in the State of California Labor Code.

c. All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5, and applicable sections that follow). Contractor shall promptly notify City's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to City and City's Representative, Contractor shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

The Applicable Code Requirements under this Section shall be those in existence at the time the Contract is approved by the City Council. Any significant change in the Applicable Code Requirements that occurs after approval of the Contract by the City Council, and that significantly changes the scope or cost of work in the respective stages, shall be addressed through the change order and modifications procedures established in the Contract Documents.

11.0 USE OF SITE AND CLEAN UP

Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

Personnel of Contractor and subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

Contractor shall conduct and cause all working forces at the site to maintain the site in a neat orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control, the Contractor shall use water or turn soil to reduce the dusty conditions, all to the satisfaction of the City's Representative and in accordance with Section 10 of the City of Stockton Standard Specifications. During construction, Contractor shall remove all rubbish and debris as it is generated to the satisfaction of the Engineer.

12.0 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

The term "Guarantee To Repair Period" means a period of 1 year from Final Completion, unless a longer period of time is specified.

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period, and (2) replace, repair, or restore to City's satisfaction

any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from City's Representative or City, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for City's Representative's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities.

If immediate correction of Defective Work is required for life safety or the protection of property and is performed by City or Separate Contractors, Contractor shall pay to City all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

Contractor shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by City.

If Contractor fails to commence correction of Defective Work within 10 days after notice from City or City's Representative or fails to diligently prosecute such correction to completion, City may correct the Defective Work; and, in addition, City may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

If Contractor fails to pay the costs of such removal and storage as required by the Contract Documents within 10 days after written demand, City may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to City, including compensation for City's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to City, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to City.

Contractor's obligations under this Section are in addition to, and not in limitation of, its warranty under Section 01015 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Defective Work, including, but not limited to, under CCP Sections 337.1 and 337.15. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

*****END OF SECTION*****

SECTION 00800 - SUPPLEMENTARY CONDITIONS

1.0 LOCAL EMPLOYMENT (For contracts valued at $100,000 and above)

Contractor shall make a good-faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents.

Contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a viable apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the contractor employs workers in performing any of the work under the contract.

If, in response to a written request made at least 48 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required, an apprenticeship program(s) does not dispatch any apprentice or dispatches fewer apprentices than requested to a contractor (that has agreed to employ and train apprentices in accordance with California Labor Code Section 1777.5) within 72 hours of such request (excluding Saturdays, Sundays and holidays), that contractor shall be considered in compliance with the apprentice employment requirement for that trade or craft for a 90-day period from the request date, provided the contractor employs those apprentices who are dispatched. Where there is more than one viable apprenticeship program for that trade or craft serving the San Joaquin Valley, a contractor, that is not a participant in or an affiliate of an apprenticeship program and receives fewer apprentices dispatched than requested, shall not be considered in compliance with the apprentice employment requirement unless the contractor has made a written request for the dispatch of apprentices from at least two viable apprenticeship programs. A contractor, that is a participant in or an affiliate of an apprenticeship program, shall make dispatch requests to the program in which it is affiliated or participating.

In the event that no viable apprenticeship program exists for a particular craft or trade, the contractor shall be exempt from the requirements of this Section with regard to that craft or trade.

A contractor employing apprentices pursuant to this Section shall employ apprentices in a ratio of not less than one apprentice for each five journeymen in the apprenticeship craft or trade classification that are employed on the public work contract unless to do so would result in apprentice employment in ratios below the minimum ratios prescribed by California Labor Code Section 1777.5 in which case apprentice employment shall be at least in the ratios prescribed by California Labor Code Section 1777.5.

This Section shall not be construed so as to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by the California Labor Code.

1.1 GOOD FAITH EFFORT

A bidder or contractor who fails to meet the goal of having 50 percent of its work force be residents of Stockton shall, nevertheless, be deemed to have made a "good faith effort" to hire sufficient

numbers of residents of Stockton if, prior to execution of the contract with the City, six (6) or more of the following employee recruitment activities have been undertaken and documented:

(A) Placing a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.

(B) Placing a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.

(C) Advertising existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.

(D) Conducting a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City or other public facility (may be combined with other contractors).

(E) Providing ongoing assistance to Stockton residents in completing job application forms.

(F) Conducting a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City or other public facility (may be combined with other contractors).

(G) Establishing a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.

(H) Conducting job interviews within 10 miles of the location designated for contract performance.

(I) Advertising valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.

(J) Telephone solicitation of known potential local subcontractors or employees.

(K) Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

1.2 REQUIRED DOCUMENTATION

The contractor shall keep, and provide to the City, on standardized forms acceptable to the City, an accurate record showing the name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees.

The contractor shall keep, and provide to the City, on forms acceptable to the City, an accurate record, documenting the contractor's good faith efforts to comply with the local resident employment and apprentice employment provisions of this Section. Said records shall include: a listing by name and address of all local recruitment sources contacted by the contractor; the date of the local recruitment contact and the identity of the person contacted; the trade *and* classification *and number of* employment referrals requested; *the* number *of* local residents employed as a result of the contact; and the identity and address of the person(s) employed pursuant to the contact.

1.3 FORMS SUBMITTED UNDER PENALTY OF PERJURY

All forms required under this Section shall attest to the veracity of the information set forth therein and shall be submitted under penalty of perjury.

1.4 IRRESPONSIBLE BIDDER DECLARATION

Should any contractor or subcontractor fail to abide by the good-faith local resident employment and apprentice employment provisions of this Section, the contractor or subcontractor may be declared by the City to be an irresponsible bidder on future projects pursuant to Section 3.72.010 of this Code.

1.5 BINDING ON SUBCONTRACTORS

The good-faith local resident employment and apprentice employment provisions of this Section shall bind the contractor both with respect to persons employed directly by the contractor and to all persons employed by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document said compliance by submitting, and making available to the City, the forms required by this Section.

1.6 DEFINITIONS

As used in this Section, the following terms shall have the following definitions:

(A) "Qualified individual" means an individual who is in a certified state or federally approved apprenticeship program in an applicable trade or has become a journeyperson in his or her applicable trade.

(B) "Contract for public works or improvement" means any contract with the City for construction, alteration, demolition or repair work.

(C) "Resident of Stockton" means an individual who has been domiciled, as defined by Section 200(b) of the California Elections Code, within the boundaries of Stockton for at least one year immediately preceding the date of the award of contract by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as a rent/lease agreement, telephone and utility bills or payment receipts, a valid California driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within Stockton. For the purposes of this Section, the following Zip Code areas are considered to be within Stockton:

95202, 95203, 95204, 95205, 95206, 95207, 95209, 95210, 95212, 95215 and 95219.

(D) "Viable apprenticeship program" means an apprenticeship program approved by the California Department of Apprenticeship Standards that has graduated apprentices annually for at least the past five years. Any apprenticeship program that has been approved for less than ten years shall be deemed a viable apprenticeship program provided that, following the fifth anniversary of its approval by the California Department of Apprenticeship Standards, it graduates apprentices each subsequent year.

1.7 CONTRACTS - SUBCONTRACTS

Contracts and bid documents shall incorporate this Section by reference and shall provide that the failure of any contractor or subcontractor to comply with any of the requirements of this Section shall be deemed a material breach of the contract or subcontract.

All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to that subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of this Section with regard to that subcontract or seek remedies available under this Section should a party to the subcontract fail to comply with any of the provisions of this Section that apply to the subcontract. However, nothing set forth herein shall create a contractual relationship, or privity, between the City and any subcontractor. Bidders or contractors and subcontractors shall maintain records necessary for monitoring their compliance with this Section.

1.8 EXCEPTIONS

The provisions of this Section shall not apply:

(A) Where the City determines that the contract is necessary to respond to a declared emergency which endangers the publish health, welfare, or safety and there is no time to apply the provisions of this Section.

To City construction contracts or portions thereof, wherein the work is of a highly specialized nature as determined by the City Council when the contract specifications are approved (Ord. 011-09 § 1, eff. 10-01-09)

LOCAL EMPLOYMENT ORDINANCE
COMPLIANCE DOCUMENTATION

Final Report

For

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT PROJECT NO. UW21013

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

Notice to Proceed: _____
Date

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms no later than 30 days after Substantial Completion of the Project.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL RESIDENT PARTICIPATION

List the actual number of hours performed in Table 1

TABLE 1

ITEM	DESCRIPTION	HOURS TO DATE
A	Total number of hours performed at the jobsite	
B	Qualifying number of labor hours performed at the jobsite	

Qualifying hours are defined as hours performed by Local Residents.

Percent local participation: B/A x 100 =

SUMMARY SHEET FOR APPRENTICESHIP REQUIREMENT

TABLE 2

Trade/ Classification	Number of Journeymen	Number of Apprentices

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 3

Employee Name *	Zip Code of Residence	Local Resident Yes/No	Meets one year Residency Requirement Yes/No	Hours Employed	Base Hourly Pay	Total Hourly Pay

If apprentice, please indicate with an asterisk (*)

Please provide supporting documentation for proof of residence and one year residency requirement.

GOOD FAITH EFFORT DOCUMENTATION

CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT

Please check all boxes that apply:

- ☐ Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- ☐ Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- ☐ Advertised existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.
- ☐ Conducted a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City facility (may be combined with other contractors).
- ☐ Provided ongoing assistance to Stockton residents in completing job application forms.
- ☐ Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City facility (may be combined with other contractors).
- ☐ Established a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.
- ☐ Conducted job interviews within 10 miles of the location designated for contract performance.
- ☐ Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- ☐ Telephone solicitation of known potential local subcontractors or employees.
- ☐ Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

Please provide supporting documentation for all boxes checked.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Local Employment Ordinance.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Local Employment Ordinance Provisions, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)	Name of Firm
Name and Title (Print)	Date

2.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT (For contracts valued at $1,000,000 and above)

N/A

Attachment A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT FOR THE CITY OF STOCKTON

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations performed for and within the City of Stockton and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects subject to this Agreement, and to support the efforts of the City to increase employment opportunities for workers who reside in Stockton, to help increase training and employment opportunities for the City's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools.

WHEREAS, the City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including buildings, parks, entertainment venues, golf courses, utility systems, the transportation system and other facilities; and

WHEREAS, the City undertakes and anticipates undertaking many of the projects identified in the current and proposed Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of threshold set forth in this Agreement; and

WHEREAS, the City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves; and

WHEREAS, the City has determined that applying the same Agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by Unions affiliated with the San Joaquin Building and Construction Trades Council ("the Council") and employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

2016-07-26-1501 P

WHEREAS, the interests of the general public, the City and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption due to labor disputes; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, unemployment rates in Stockton have been consistently higher than in California as a whole and statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate; and

WHEREAS, due to the lack of jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic, increased pollution, and other serious environmental impacts; and

WHEREAS, because of the shortage of local jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the day; and

WHEREAS, absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole; and

WHEREAS, the contracts for the construction of the projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws and regulations; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects that will be subject to this Agreement; and

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "City" means the City of Stockton and its public employees, including managerial personnel.

1.3 "Contractor(s)/Employer(s)" or "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the City or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.4 "Construction Contract" means a contract awarded by the City for public work within the meaning of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

1.5 "Project" means any construction project of the City whose value as determined by the higher of the engineer's estimate of the total cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project, exceeds one million dollars ($1,000,000). By mutual consent of the City and the Council, this threshold amount may be reduced to an amount not below two hundred and fifty thousand dollars ($250,000) after one year from the effective date of this Agreement.

1.6 "Union" or "Unions" means the San Joaquin Building and Construction Trades Council, AFL-CIO ("the Council") and any other labor organization, including those affiliated with the Council, signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions").

1.7 "Stockton Resident" means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

1.8 "Local Area Resident" means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County according to the criteria set forth in Stockton Municipal Code Section 3.68.095(I)(3) for Stockton Residents.

1.9 "Project Manager" means the business entity or City employee designated by the City to oversee all phases of construction on the Project.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, which shall be on file with the City.

1.11 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch List" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Project may be completed in phases and Completion of any such phase may occur prior to Completion of the Project.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the City and all Contractor(s)/Employer(s) performing construction contracts on the Project, including surveying and on-site testing and inspection where such work is traditionally covered by a Master Agreement with a Union, and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts identified by the City as part of the Project. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Project. Should the City suspend or remove any individual contract from the Project and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.11 of this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, on-site soils and material inspection and testing, and demolition of any existing structures required to be performed to complete the Project. This Agreement shall apply to any start-up, calibration, commissioning, performance testing repair, and operational revisions to systems and/or subsystems for the Project performed after completion, unless it is performed by City employees. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all onsite fabrication work over which the City or any Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This Agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current "Master Agreement" or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be considered Covered Work; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by bid specifications.

2.4 Exclusions from Covered Work

2.4.1 The Agreement shall be limited to construction work on the Project and is not intended to, and shall not affect or govern the award of public works contracts by the City which are not a part of the Project.

2.4.2 The Agreement shall not apply to a Contractor's/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.3 This Agreement shall not apply to work by employees of the City.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, City or other governmental bodies or their contractors; or by public or private utilities or their contractors that is not part of the Project.

2.4.5 This Agreement shall not apply to the Project where the Agreement is prohibited by state or federal law or where the express conditions for the receipt of non-de minimis state or federal funding prohibit the City from applying this Agreement to the Project.

2.5 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor(s)/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance Committee and the Grievance and Arbitration Procedure set forth in Article XII.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge ("NTL") Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII, XIII of this Agreement shall apply to such work.

2.7 Award of Contracts. It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall be included as a condition of the award of Construction Contracts for the Project. By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s)/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s)/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s)/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement shall only be binding on the signatory parties hereto, their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s)/Employer(s) agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor(s)/Employer(s) on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor(s)/Employer(s) on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contactor(s)/Employer(s) covered by the Agreement.

(3) If a Master Agreement between a Contractor(s)/Employer(s) and the Union expires before the Contractor(s)/Employer(s) completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor(s)/Employer(s) gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor(s)/Employer(s) on said contract for work covered under this Agreement and the Union and the Contractor(s)/Employer(s) agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor(s)/Employer(s). If the new or modified Master Agreement reached between the Union and Contractor(s)/Employer(s) provides that any terms of the Master Agreement shall be retroactive, the Contractor(s)/Employer(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the Project within seven (7) days after the effective date of the new or modified Master Agreement.

4.1.1. Notification: If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The Senior Executive of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XII. Notice to the arbitrator shall be

by the most expeditious means available, with notices by facsimile, electronic mail or telephone to the party alleged to be in violation, to the City, to the Council and to the involved Local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex-parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
PRE-CONSTRUCTION CONFERENCE

5.1 The Project Manager shall convene a pre-construction conference to be held at least fourteen (14) days prior to the commencement of each construction phase, at a time and location mutually agreeable to the Council. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

5.2 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the Local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII
REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require

equal employment opportunities and non-discrimination. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s)/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s)/Employer(s), the Contractor(s)/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.5 The parties to this Agreement support the development of increased numbers of skilled construction workers from the City of Stockton and San Joaquin County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, Local Area Residents, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

ARTICLE IX
WAGES AND BENEFITS

9.1 All Contractors/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds established by such appropriate local agreements. The Contractor(s)/Employer(s) authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s)/Employer(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the City to the extent such Master

Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

9.4 During the period of construction on this Project, the Contractor(s)/Employer(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s)/Employer(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

9.5 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

ARTICLE X
EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors'/Employers' compliance with this Agreement.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or City on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or City, or his/her designee, or the representative of the employee, and the representative of the involved Contractor(s)/Employer(s) shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor(s)/Employer(s) involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of two (2) representatives of the City; and one (1) representative of the Project Manager, and three (3) representatives of the San Joaquin Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. If any of the arbitrators listed below or in Article 4 is no longer working as a labor arbitrator at the time of selection, the City and the Council shall mutually agree to a replacement. In addition, the City and the Council may mutually agree to add additional arbitrators to those listed below.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. William Engler

12.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The decision of the Arbitrator shall be

final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV MANAGEMENT RIGHTS

14.1 The Contractor(s)/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XV HELMETS TO HARDHATS

15.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

15.3 Nothing in this Article shall be interpreted to preclude any Contractor(s)/Employer(s) that is not signatory to a Master Agreement to utilize an alternative plan or program for recruiting, training and facilitating construction industry employment opportunities for military veterans and members of the National Guard and Reserves. Before utilizing such alternative program on the Project, such Contractor(s)/Employer(s) shall provide the City with a description of such plan or program.

ARTICLE XVI DRUG & ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.

ARTICLE XVII
TERM SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s)/Employer(s), the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII
LOCAL HIRE, PRIORITY APPRENCTICE AND WORKFORCE DEVELOPMENT PROGRAM

18.1 The objective of the City in creating this Local Hire, Priority Apprentice and Workforce Development Program is to enhance and encourage employment opportunities for Stockton residents and to enable effective construction career pathways for Local Area Residents through California State approved Joint Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

18.2 Local Hire. The City establishes the following Local Hire goals and commitments:

18.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union, qualified and available, Local Area Residents for Project work. The parties agree to a goal that Stockton residents shall perform a minimum of 50% of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of Stockton residents are not available to fulfill the 50% local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Stockton resident workers and in utilizing their hiring hall procedures to facilitate this 50% goal.

18.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to Stockton businesses through the City's Local Business Preference Ordinance. In furtherance of this commitment, the parties agree that such

Stockton contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;

(3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade; and

(5) are Stockton residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

18.2.3 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility under Section 18.2, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

18.3 Priority Apprenticeship and Workforce Development

18.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

18.3.2 The parties agree to a goal that 50% of apprentices employed on the Project shall be residents of the City of Stockton or other Local Area Residents. In achieving this goal, at-risk youth who reside in the following zip codes within the City of Stockton, shall be given priority in the apprenticeship recruitment process: 95202, 95203, 95204, 95205, and 95206. If sufficient numbers of Stockton residents are not available, then a good faith effort will be made by the Unions to utilize residents of San Joaquin County. All apprentices referred to Contractors under this

Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

18.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 18.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

18.4 Good Faith Efforts. A Contractor or subcontractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprenticeship and Workforce Development Program goals of the City. The Contractor or subcontractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

18.4.1 Within seven (7) calendar days after Notice to Proceed, the Contractor or subcontractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprenticeship and Workforce Development Program goals.

18.4.2 The Contractor or subcontractor shall notify the Project Manager of the City by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

18.4.3 The Contractor or subcontractor may use the "Name Call", "Rehire" or other available hiring hall procedures to reach the goals of this Article XVIII.

18.5 Enforcement, Compliance and Reporting

18.5.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Stockton and Local Area Residents work hour utilization on the Project and Local Area Residents; and 2) documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

18.5.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Workforce Development Program and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor or subcontractor has not complied with the goals or demonstrated good faith efforts to

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

ARTICLE XIX TERM

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

CITY OF STOCKTON

_____ Date: 8/24/16
Name: KURT O. WILSON
Title: CITY MANAGER

ATTEST:
By: _____
BONNIE PAIGE, CITY CLERK

APPROVED AS TO FROM
By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM
By: _____ Title: ATTORNEY FOR SAN JOAQUIN BTC
DANIEL CARDOZO

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

_____ Date: _____
Name:
Title:

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CITY OF STOCKTON

_____ Date: _____
Name: KURT O. WILSON
Title: CITY MANAGER

ATTEST:

By: _____
BONNIE PAIGE, CITY CLERK

APPROVED AS TO FROM

By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM

By: _____
DANIEL CARDOZO

Title: _____

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

_____ Date: 8/24/16
Name: Sam Kharufeh
Title: Secretary/Treasurer

3238-017jj

Attachment A

UNIONS

Electrical Workers # 595.

Sheet Metal Workers # 104

BAC # 3

Boilermakers # 549

Cement Masons # 400

District Council # 16

Heat & Frost Insulators & Asbestos # 16

Iron Workers #378

Underground Utility/Landscape #355

Sign & Display # 510

Operating Engineers # 3

Northern California Carpenters Regional Council on behalf of itself and its affiliated local Unions

Plasterers and Cement Masons # 300

Plumbers and Pipefitters # 442

ON BEHALF OF BUSINESS MANAGER SHAWN CARROLL, BUSINESS AGENT

Road Sprinkler Fitters # 669

Roofers and Water proofers # 81

Iron Workers #118

Laborers #73

Teamsters #439

Attachment A

Addendum A

CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date:_____

_____
Name of Contractor

_____
(Name of Contractor Representative)

_____
(Authorized Officer & Title)

_____
CSLB # or Motor Carrier Permit

3238-017jj

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COMMUNITY WORKFORCE AND TRAINING AGREEMENT COMPLIANCE DOCUMENTATION

Monthly Workforce Utilization Report

MM/DD/YYYY through MM/DD/YYYY

For

RWCF DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT PROJECT NO. UW21013

CITY OF STOCKTON
_____ DEPARTMENT

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms to be submitted monthly.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL WORKFORCE UTILIZATION

TABLE 1

ITEM	DESCRIPTION	HOURS
A	Total hours performed at the jobsite $(\Sigma 2 + \Sigma 3)$	
B	Labor hours performed at the jobsite by Stockton Residents $(\Sigma 1)$	
C	Labor hours performed by Local Area (San Joaquin) Residents $(\Sigma 2)$	
D	Labor hours performed at the jobsite by Apprentices $(\Sigma 5 + \Sigma 6)$	
E	Labor hours performed at the jobsite by Stockton Apprentices $(\Sigma 4)$	
F	Labor hours performed by Local Area (San Joaquin) Apprentices $(\Sigma 5)$	

Local Hire Requirements:

$$\text{Primary Goal} = \frac{B}{A} \times 100\%$$

= _____% must be equal to or greater than 50%

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{C}{A} \times 100\%$$

= _____% must be equal to or greater than 50%

State of California, Department of Industrial Relations, Division of Apprenticeship Standards Requirements:

$$\frac{D}{A} \times 100\%$$

= _____% must be equal to 20%

Priority Apprenticeship and Workforce Development Requirements:

$$\text{Primary Goal} = \frac{E}{D} \times 100\%$$

= _____% must be equal to or greater than 50%

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{F}{D} \times 100\%$$

= _____% must be equal to or greater than 50%

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 2

Employee Name *	Union	Zip Code of Residence	Employee Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			Check, if Yes	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*
TOTAL				Σ1		Σ2		Σ3

If apprentice, please indicate with an asterisk (*)

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095 (I) (3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

You may be required to provide supporting documentation for proof of residency.

Priority zip codes are: 95202, 95203, 95204, 95205, and 95206.

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE BY APPRENTICES

TABLE 3

Trade/Classification	Number of Journeymen Hours	Number of Apprentices Hours	Apprentice Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			Check, if Yes	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*	*Check, if Yes*	*Number of Hours Worked*
TOTAL				Σ4		Σ5		Σ6

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Community Workforce and Training Agreement.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Community Workforce and Training Agreement, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)	Name of Firm
Name and Title (Print)	Date

3.0 Labor, Working Hours:

3.1. No Work shall be done between [6:00 p.m. and 7:00 a.m.] without permission of the City. However, emergency work may be done without prior permission.

3.2 Night Work may be undertaken as a regular procedure with the permission of the City; such permission, however, may be revoked at any time by the City if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

4.0 Services, Materials, and Equipment:

A. Interfaces to Equipment, Instruments, and Other Components:

1. The drawings, specifications, and overall design are based on preliminary information furnished by various equipment manufacturers which identify a minimum scope of supply from the manufacturers. This information pertains to, but is not limited to, instruments, control devices, electrical equipment, packaged mechanical systems, and control equipment provided with mechanical systems.

2. Provide all material and labor needed to install the actual equipment furnished, and include all costs to add any additional conduit, wiring, terminals, or other electrical hardware to the work, which may be necessary to make a complete, functional installation based on the actual equipment furnished. Make all changes necessary to meet the manufacturer's wiring requirements.

3. Submit all such changes and additions to the Construction Manager for acceptance in accordance with the General Conditions.

4. Review the complete set of drawings and specifications in order to ensure that all items related to the electrical power and control systems are completely accounted for. Include any such items that appear on drawings or in specifications from another discipline in the scope of Work.

B. Until Substantial Completion of the Work is acknowledged by the City, Contractor shall have the responsible charge and care of the Work and of materials to be used herein, including materials for which Contractor has received partial payment or materials which have been furnished by the City, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before the Work's completion and acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, Contractor shall, at Contractor's own expense, provide suitable drainage and erect such temporary structures or rent such structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of an extension of time from any cause whatever shall not relieve Contractor of Contractor's responsibility for the Work and materials as specified herein.

D. When the quality of a material, process, or article is not specifically set forth in the Contract Documents, the best available quality of the material, process, or article shall be provided.

E. Delivery and Inspection:

1. Deliver products in undamaged condition, in manufacturer's original container or packaging with identifying labels intact and legible. Include date of manufacture on label.

*****END OF SECTION*****

SECTION 00810 - MODIFICATIONS TO GENERAL CONDITIONS

NONE

END OF SECTION

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SECTION 00820 - LIABILITY AND INSURANCE REQUIREMENTS

1.0 INDEMNIFICATION

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

2.0 INSURANCE REQUIREMENTS

Exhibit B:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

5. **Surety Bonds** as described below.

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

(1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond

2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

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

Special Risks or Circumstances

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

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

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

*****END OF SECTION*****

SECTION 01010 - SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT DOCUMENTS

The work shall be performed in accordance with the intent of the Contract Documents as stated in the Contract Documents, excluding only the Work indicated or specified to be provided by the City or others under separate contract or other arrangement.

2.0 CONTRACT ADMINISTRATION

The following are designated:

2.1 Name of Construction Manager

Ana Chiono
Assistant Engineer
2500 Navy Drive
Stockton, CA 95206

2.2 Name of Design Consultant

N/A

2.3 Name of City's Representative

Ali Gharegozloo
Principal Civil Engineer
2500 Navy Drive
Stockton, CA 95206

3.0 TIME ALLOWED FOR COMPLETION

In accordance with the provisions of Paragraph 00700-6.2, Time of Completion, substantial completion of this project shall be completed within **one-hundred (100)** consecutive calendar days from the effective date of the Notice to Proceed and final completion shall be achieved within **one-hundred thirty (130)** consecutive calendar days following substantial completion.

4.0 DAMAGES FOR DELAYS

In accordance with the provisions of Paragraph 00700-6.5, Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for substantial completion, and for the period of time that any portion of the work remains unfinished after the time fixed for final completion, in the Contract documents, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City **Five HundredDollars ($500)** per day liquidated damages. Should work remain unfinished after the time fixed for both substantial completion and final completion, the liquidated damages shall remain **Five HundredDollars ($500)** per day.

5.0 WEATHER DAYS

In accordance with the provisions of Paragraph 00700-6.4.2.c., Weather Delays, an allowance of thirty **(30)** calendar days of weather caused delay is provided.

6.0 WORK SEQUENCE AND CONSTRAINTS

Refer to Section 01040, Coordination.

7.0 OCCUPANCY REQUIREMENTS

Refer to Section 01040, Coordination.

8.0 CITY FURNISHED MATERIALS

8.1 **Plans and Specifications** - At the Contractor's request, the City will deliver original documents to, and pickup up from, a duplication service in the Stockton metropolitan area. The Contractor shall be responsible for the cost of the additional copies, and for picking up such copies. At no time will the City make the original documents available to the Contractor.

9.0 TRENCH EXCAVATION

The maximum amount of trench remaining open without backfill shall be **zero (0)** feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work, trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications. No more that two consecutive trench plates will be allowed at anytime when the Contractor is not at the site of work.

10.0 WORK UNDER OTHER CONTRACTS

The City's Utility Facilities are critical facilities that operate twenty-four hours each and every day. During the life of this contract, other contracts may be let to construct, operate, maintain, or repair facilities in and/or around the project sites. The Contractor shall refer to the provisions pertaining to cooperation and coordination elsewhere in these Contract Documents, and shall coordinate with the City to minimize interferences to or caused by other contracts.

Other work anticipated to occur during the life of this project includes, but is not limited to, the following: **N/A**

11.0 CONTRACTOR'S WORK PERCENTAGE

The minimum portion of the work to be performed by the Contractor's forces shall be fifty-one percent (51%) for this contract.

12.0 UNDERGROUND FACILITIES

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist, prior to installation work, until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided to the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

13.0 LEGAL AND CITY HOLIDAYS

New Years Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Cesar Chavez Observance	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veteran's Day
Thanksgiving and the Day after	Christmas

The City will have limited staff and support capabilities available during these holidays. Requests for inspection or other City services on holidays will be paid for by the Contractor at the established holiday pay scale rate for the services required. The City shall determine the appropriate level of response and support needed in terms of any request.

*****END OF SECTION*****

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SECTION 01015 – GENERAL PROVISIONS

1.0 GENERAL

1.1 Description

This Section covers general provisions and requirements for the Work and is supplementary to the Standard Specifications and the Conditions of the Contract.

1.2 Guarantee

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Final Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. If a specific item (or items) of equipment or material cannot be utilized by the Owner at Final Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the Owner is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. Within the guarantee period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the Owner, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said items, or the performance of said work. If, within ten (10) days, unless specified otherwise by the Owner, after the Owner gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the Owner may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor. In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

1.3 Contractor's License

The Contractor for this Project shall possess at the time of bid, and maintain throughout the duration of the Contract, a valid California Class A General Engineering Contractor's License.

1.4 Patents

Royalties and fees from patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the Work, shall be included in the Contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damage or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for infringement or alleged infringement of any patents involved in the Work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner

will not be made while any suit or claim remains unsettled. The Contractor, however, will not be held liable for the defense of any suit or other proceeding, nor the payment of any damages or other costs for the infringement of any patented process required by the Contract Documents; except if the Contractor has information that the process so required is an infringement of a patent, the Contractor shall be liable for any damages or claims in connection therewith unless he promptly notifies the Owner of such infringement.

2.0 PRODUCTS (Not applicable in this Section)

3.0 EXECUTION

3.1 Public Complaints.

The Contractor shall respond to public complaints when requested by the Owner.

3.2 Guarantees and Warranties

Except as herein specified, all guarantees and warranties shall conform with applicable requirements of Sections 7-1.23 and 7-1.24 of the Standard Specifications, entitled “Guarantee (General)” and “Guarantee (Specific),” respectively.

3.3 Precedence of Contract Documents

A. Section 00700, Paragraph 1.2 applies.

B. Detail Drawings take precedence over small-scale drawings and full-size Drawings shall be followed in preference to both. Full-size Drawings take precedence over reduced-size Drawings.

3.4 Care and Protection of Property

If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition, as determined by the City, which is similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner. The Contractor is responsible for the following at his own expense:

A. To conduct his operation in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. Such operations shall be confined to the least possible space and shall be accomplished in a neat and workmanlike manner, taking care not to unnecessarily disturb or damage adjoining property, disturbing only those trees, shrubbery, floral pieces or other landscaping planting, fences, buildings, structures or other facilities of any kind or description in the manner and as directed by the Owner. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. Re-vegetation of disturbed property shall be accomplished in such manner as required to return the property to its prior condition or better.

B. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.

C. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the Owner determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.

D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

E. To clean up not less than at the end of each work day, all refuse; rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other Owner facilities still in operation.

F. To remove and dispose of off-site in accordance with all Federal, State and local regulations, all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final payment.

G. To affect all cutting, fitting or patching of his Work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

H. To close work access during time when active construction work is not ongoing.

3.5 Field Check of Existing Improvements

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. The Contractor shall notify the Owner if existing conditions are not as shown on drawings.

3.6 Protection of Existing Improvements

A. In the performance of the Work contemplated under this Contract, the Contractor shall take all precautions necessary, including but not limited to those described herein, to ensure that all existing improvements not specifically indicated for removal are not damaged or interfered with in any way. Should the Contractor disturb or damage such improvements without authorization, all expense for replacement or repair of the existing improvements so disturbed or damaged shall be borne by the Contractor. The Owner has diligently attempted to correctly locate and show the existing utilities, pipelines and substructures in the vicinity of the Work, but the Owner does not guarantee that there are not improvements other than those shown, nor that the locations shown are entirely correct. Failure of the Owner to show all the existing utilities, pipelines and substructures and their locations shall not be a basis for claim for extra work. The Contractor shall be held responsible for all damage to existing utilities, pipelines and substructures whether shown or not.

B. Notify Underground Service Alert (U.S.A.), telephone 800-642-2444, at least forty-eight (48) hours prior to performing any excavation for this Work. In coordination with the appropriate authorities probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur.

In the event interferences in construction are encountered with the various existing improvements, the Owner reserves the right to appropriately change the alignment and grade of the facilities. Additional materials required to accommodate such change shall be paid in accordance with unit prices as prescribed in Section 9 of the Standard Specifications.

3.7 Cooperation With Others

A. The Contractor is hereby advised that work on other contracts within or adjacent to his contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

B. In case of interferences between the operations of different construction contractors, the Owner will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for any claims for additional compensation.

C. The Contractor shall coordinate his activities with the Owner as they relate to utility shutdowns. The Plant must operate 24 hours per day and only the Owner's staff will be permitted to operate valves or other utilities.

3.8 Unfavorable or Hazardous Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operation to work which will not be affected adversely thereby. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner as determined by the Owner.

3.9 Testing and Substantial and Final Completion

See Section 01660.

***** END OF SECTION *****

SECTION 01025 - MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1. Measurement of Quantities

Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

1.2 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weigh master's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

1.4 Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the

transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 DESCRIPTION OF BID ITEMS

2.1. General

Bid Items 1 through 6 are presented to indicate major categories of the work for purposes of comparative bid analyses, payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.2 Duration of Prices

Quoted prices accepted by the City shall be held good and in effect until the Work is completed and accepted by the City, unless modified by Change Order.

2.3 Bid Items

Compensation for all equipment, tools, materials, labor, service, travel, and incidentals, and for doing the work and all other items required to complete the Work in conformity with the Contract Documents will be included in the payment provided in this Section unless specifically excluded. No other compensation will be made except for the items listed in the Bid Proposal. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor, and the cost therefore included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the Construction Manager. No adjustment in prices will be made where any quantities provided in the Item Description vary from actual quantities, unless the work described and shown in the Contract Documents has been modified by the City.

2.3.1 **Bid Item 1 Mobilization/Demobilization** - Bid Item 1 includes mobilization, demobilization, insurance and preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the marshaling of equipment; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the Contract Documents for this Project.

Payment for Bid Item 1 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 1 shall be subject to retention in accordance with applicable contract requirements.

2.3.2 **Bid Item 2 Access Equipment (Lifts, scaffolding, etc.) -** Bid Item 2 includes the transport, preparation, installation and removal of construction hoists, lifts, scaffolds, or similar

equipment/temporary facilities needed for the completion of the work. Construction facilities/access equipment should be of ample size, and capacity to adequately support and move the loads to which they will be subjected.

Payment for Bid Item 2 will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for Bid Item 1 shall be subject to retention in accordance with applicable contract requirements.

2.3.3 **Bid Item 3 Replace 10" Rubber Expansion Joints** - Bid Item 3 includes all necessary labor, materials, tools, appurtenances, incidentals and equipment required to replace the 10" rubber expansion joints.

Bid Item 3 item shall consist of acquisition, delivery, storage, and installation of the specified 10" rubber expansion joints, ancillary parts, gaskets and steel bolts necessary to replace the existing 10" rubber expansion joints on the digester gas pipeline. Bid item also includes costs associated with the disposal of removed rubber expansion joints and any ancillary parts, including bolts.

Payment for Bid Item 3 will be made at the per each (EA) price given in the Bid Schedule, subject to a 5% retention.

2.3.4 **Bid Item 4 Replace 16" Rubber Expansion Joints** – Bid Item 4 includes all necessary labor, materials, tools, appurtenances, incidentals and equipment required to replace the 16" rubber expansion joints.

Bid Item 4 item shall consist of acquisition, delivery, storage, and installation of the specified 16" rubber expansion joints, ancillary parts, gaskets and steel bolts necessary to replace the existing 16" rubber expansion joints on the digester gas pipeline. Bid item also includes costs associated with the disposal of removed rubber expansion joints and any ancillary parts, including bolts.

Payment for Bid Item 4 will be made at the per each (EA) price given in the Bid Schedule, subject to a 5% retention.

2.3.5 **Bid Item 5 Replace 20" Rubber Expansion Joints** - Bid Item 5 includes all necessary labor, materials, tools, appurtenances, incidentals and equipment required to replace the 20" rubber expansion joints.

Bid Item 5 item shall consist of acquisition, delivery, storage, and installation of the specified 20" rubber expansion joints, ancillary parts, gaskets and steel bolts necessary to replace the existing 20" rubber expansion joints on the digester gas pipeline. Bid item also includes costs associated with the disposal of removed rubber expansion joints and any ancillary parts, including bolts.

Payment for Bid Item 5 will be made at the per each (EA) price given in the Bid Schedule, subject to a 5% retention.

2.3.6 **Bid Item 6 Contingency –** Bid item 6 is a contingency for items not indenfitied in the bid schedule.

Payment for Bid Item 6 will be made on a force account basis. Payment for Bid Item 6 will be subject to retention in accordance with applicable contract requirement.

2.3.7 **Total Bid** - The total amount bid includes the summation of Bid Items 1 through 6 and represents the total price bid to provide the work as shown on the drawings and as specified.

2.4 PAYMENT FOR MOBILIZATION

A. Limit amounts included under mobilization to the following items:

1. Moving on the site any equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Establishing fire protection plan and safety program.
4. Developing construction water supply.
5. Providing field office trailers for the Contractor and the Construction Manager, complete with all specified furnishings and utility services including telephones.
6. Providing on-site sanitary facilities and potable water facilities as specified.
7. Arranging for and erection of Contractor's work and storage yard, employee parking facilities, and entrance road.
8. Submit all required insurance certificates and bonds.
9. Obtaining all required permits, licenses, and fees.
10. Developing construction schedule.
11. Submit preliminary schedule of values of the Work.
12. Provide and erect the project sign.
13. Post all OSHA, (state agency), Department of Labor, and all other required notices.
14. Limits of construction and clearing have been located and flagged.
15. Have Contractor’s project manager and/or general superintendent on job site full-time.
16. The Construction Manager is satisfied that responsive and responsible progress on the Contract Work is under way.

B. Furnish data and documentation to substantiate the amounts claimed under mobilization.

C. Limit price for mobilization to no more than five percent (5%) of Contract Price.

D. No payment for mobilization, or any part thereof, will be recommended until all mobilization items listed above have been completed.

2.5 PAYMENT FOR START-UP AND DEMOBILIZATION

A. Total Price for start-up and demobilization shall not be less than 3 percent (3%) of Contract Price.

3.0 CONTRACTOR'S COST BREAKDOWN

Lump Sum Price Breakdown - For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The price breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.

If not identified as a bid item, mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The price breakdown shall be by structure, civil, landscaping, or other logical division of work. The price breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The price breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The price breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the price breakdown.

***** END OF SECTION *****

SECTION 01035 - MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Construction Manager and approved by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

a. By unit prices accepted by the City and stated in the Contract Documents;

b. By unit prices subsequently fixed by agreement between the parties;

c. By an acceptable lump sum proposal from the Contractor; or

d. By Force Account (as described in Paragraph 01035-3.0, Force Account Payment, when directed in writing and administered by the City through its agents or representatives.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be approved by the City in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

2.0 NEGOTIATED CHANGE ORDERS

Under the methods described in Paragraph 01035-1.0b and 1.0c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor

surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager.

Other direct costs include the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the Construction Manager as described in Paragraph 01035-3.0, Force Account Payment**;** and the cost of incidentals directly related to such work. The direct costs shall not include any payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work, labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraph 01035-1.0b and 1.0c the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

a. For work by its own organization, the Contractor may add the following percentages:

1.	Direct Labor	24 percent
2.	Materials	15 percent
3.	Equipment (owned or rented)	15 percent

b. For all such work performed by a subcontractor, approved in accordance with the provisions in Section 00100-17.0 Subcontractors, said subcontractor may add the same percentages listed in (a.) above to its net costs, for combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor’s net cost, before above markup. Said additional five (5) percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

For all such work performed by a sub tier-subcontractor, approved in accordance with the provisions in Section 00100-17.0 Subcontractors, said sub tier-subcontractor may add the same percentages listed in (a.) above to its net costs, for combined overhead and profit. The subcontractor may add up to five (5) percent of the sub tier-subcontractor's net cost, before markup, for its combined overhead and profit. The Contractor may add up to five (5) percent of the net cost of the sub tier-subcontractor who performed the work, before markup. Said additional five (5) percent markup shall reimburse the subcontractor and the Contractor, respectively, for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a sub tier-subcontractor.

c. To the total of the actual costs and fees allowed herein under, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance. The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be

allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 01035-3.0, Force Account Payment. The Contractor shall not claim for anticipated profits on work that may be omitted.

3.0 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

a. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the City.

b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

c. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars ($1,000.00).

d. Additional bond.

e. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

1. A fixed fee not to exceed twenty-four (24) percent of the cost of Item a above, and fifteen (15) percent of the costs of Items b and c above.

2. To the total of the actual costs and fees allowed in Items a, b, and c above, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items d and e above.

For all such work performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work. No additional payment therefore will be made by the City by reason of the performance of the work by a subcontractor or other forces.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The City reserves the right to furnish such materials and equipment as it deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the Cal Trans "Labor Surcharge and Equipment Rental Rates" publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or the Cal Trans "Labor Surcharge and Equipment Rental Rates" publication. Hourly rates shall be determined by dividing the monthly rate by 176 hours.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the Construction Manager. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00700-7.4.2.1, Notice. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

4.0 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 9-1.06, Increased or Decreased Quantities, and 9-1.15, Changes in Character of Work, of the State of California Specifications, with the following modifications:

a. Delete all references to "Section 9-1.04" and insert "Paragraph 01035-3.0, Force Account Payment."

b. Delete the last paragraph (fourth paragraph) of Section 9-1.15, Changes in Character of Work.

5.0 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Paragraph 01310-6.0, Time Impact Analyses.

6.0 CONTRACTOR CHANGE REQUESTS

Change requests may be initiated by the Contractor's Representative. Such requests must be presented in a format mutually agreeable to the Construction Manager, and shall include the following information:

a. Reason for Request - An introductory statement which clearly identifies the need for the change; change requests which do not directly benefit the City or the project, or which are intended solely as contractual relief shall be rejected.

b. Nature of the Request - A complete description of the requested change, its impact on the functional performance of the System, and its effect on the delivery schedule of the System.

c. Cost or credit of the Requested Change - The total impact on cost or credit to the City for the change to the System.

7.0 VALUE ENGINEERING COST PROPOSALS

Refer to section 00700-7.4, Value Engineering Change Proposals (VECP).

*****END OF SECTION*****

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SECTION 01040 - COORDINATION

1.0 GENERAL

This Section covers coordination requirements supplementary to those of the Contract and other Sections of these Specifications. These requirements may be modified as mutually agreed upon by the Contractor and Construction Manager.

The Contractor will obtain construction schedules from subcontractors and suppliers, and assume responsibility for correctness.

The Contractor will incorporate schedules from subcontractors and suppliers into Progress Schedule to plan for and comply with sequencing constraints.

2.0 COOPERATION WITH OTHERS

The Contractor is hereby advised that work on other contracts within or adjacent to its contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

In case of interferences between the operations of different construction contractors, the Construction Manager will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Construction Manager shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

The Contractor shall coordinate his activities with the City as they relate to utility shutdowns. The City facilities must operate 24 hours per day, except as otherwise noted elsewhere in these specifications, and only the Owner's staff will be permitted to operate valves or other utilities.

3.0 ORGANIZATION AND COORDINATION

3.1 Monthly Reports

The Contractor shall prepare and submit a progress report to the Construction Manager by the tenth calendar day of each month. This progress report shall include a description of all efforts completed during the previous month, tasks scheduled for the next month, outstanding problems, and personnel changes. The report shall also include updated schedule milestones with narratives.

3.2 Daily Reports

The Contractor shall complete a Contractor's daily report, a copy of which shall be submitted to the Construction Manager on a daily basis by the end of the succeeding work day. The information contained in the daily report shall include, but not necessarily be limited to, the following:

- Project name and number
- Contractor's name
- Date
- Report #__ (also "page ___ of ___")
- Weather conditions
- Staff employed on the project and duties performed
  (Distinguish between field and office staff)
- Trades on job site, respective number of trades persons used, and work description
- Subcontractors on job site, number of respective subcontractor's staff present and work description
- Equipment on job site, type and number and whether or not used.
- Summary of work performed
- Materials delivered to site
- Delays to project
- Visitors to project
- Other comments
- Contractor's signature
- Safety/accident activities

The Contractor's standard daily report form may be used provided it furnishes, as a minimum, all the information cited above.

3.3 Correspondence

All correspondence from the Contractor to the Construction Manager shall be dated and numbered in sequence. The Construction Manager will likewise number its correspondence and transmittals to the Contractor.

4.0 SYSTEM OUTAGE REQUESTS

Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary outage or bypass of treatment processes, equipment, utilities, or other facilities. In addition to the Construction Schedule required under Section 01310, the Contractor shall submit a System Outage Request (SOR) and a detailed outage plan and time schedule for all construction activities which will make it necessary to remove a tank, pipeline, channel, electrical circuit, control circuit, equipment, structure, road or other facilities from service.

The SOR and outage plan shall be submitted to the Construction Manager for review and acceptance a minimum of two weeks in advance of the time that such outage is needed. The outage plan shall be coordinated with the construction schedule specified in Section 01310 and shall meet the restrictions and conditions specified in this section. The detailed plan shall describe the Contractor's method for preventing bypassing of other facilities; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring and alarms for the City’s facilities; and the manpower, plant and equipment which the Contractor shall provide in order to ensure proper operation of associated treatment units.

In addition, the outage plan shall describe the Contractor's contingency plan that shall be initiated in the event that his temporary facilities fail or it becomes apparent that the time constraints described in the approved outage plan cannot be met. The contingency plan shall conform to all specified outage requirements. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor with no additional compensation therefore.

The Contractor shall provide, Monday through Friday at least two days prior to the actual shutdown, written confirmation of the shutdown date and time, or written notification that the schedule for performing the work has changed or revisions to the outage plan are required.

5.0 SEQUENCING OF THE WORK

Operations of the City's facilities are critical to the public health and safety of the citizens of Stockton. Sufficient facilities to serve the needs and demands of the City shall remain in service at all times. The City shall be the sole judge as its needs and the facilities that must remain in service to provide adequate service.

The Contractor shall coordinate and cooperate with the City to establish his schedule for work at all of the project facilities. The approved project schedule shall be subject to change as it pertains to site work and shutdowns, when required by the City to accommodate unforeseen or emergency situations in the operation of its facilities.

6.0 ACCESS TO PROJECT FACILITIES

The City will provide keys and alarm codes to the Contractor to provide access to each facility site included in this contract work. Keys and alarm codes will be provided only to the Contractor's Representative and jobsite foremen; the actual number of keys provided shall be determined by the City, based upon the Contractor's scheduling for work crews.

The Contractor shall ensure that each site is locked and secure, with alarm activated, at all times that workers are not at the site.

***** END OF SECTION *****

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SECTION 01050 - FIELD ENGINEERING

1.0 CHECK OF EXISTING IMPROVEMENTS

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. The Contractor shall notify the Construction Manager if existing conditions are not as shown on the Contract Documents.

2.0 DATUM

Where applicable, elevation datum for this Project is based on the Project bench mark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

3.0 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting there from. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the bid price for the construction of the improvements the Contractor shall provide and be responsible for the layout of all work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake the work limits.

The Contractor's layout shall be based on existing structures, survey control and bench marks established by the City.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor, if requested by the Construction Manager. This shall include moving materials and equipment located between monuments and the construction work.

***** END OF SECTION *****

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SECTION 01060 - REGULATORY REQUIREMENTS

1.0 APPLICABLE CODES

This Section summarizes without limitation the laws and codes by which the Work has been designed and to which the Contractor shall conform in the prosecution of the Work. The Contractor shall make available for their use at the site such copies of laws, regulations, or codes applicable to the Work as the City may request of it.

1.1 Laws and Regulations

As specified in Sections 00700-4.11 and 00700-4.12 of the General Conditions, and in Section 7-1.09 of the Standard Specifications.

1.2 Codes

a. California Building Code (CBC), 2010 Edition.
b. Title 8, Industrial Relations, California Administrative Code, Chapter 4, Division of Occupational Health and Safety, Safety Orders.
c. Title 19, Public Safety, California Administrative Code, State Fire Marshal.
d. Codes and Standards listed in Section 16010 of these Specifications.
e. Local Mechanical Code.
f. Local Plumbing Code.
g. National Fire Protection Association.
h. National Electric Code
i. State and Local Public Health Codes.
j. San Joaquin Valley Unified Air Pollution Control District Regulations.

1.3 Specifications

Standard Specifications and State of California Specifications, as defined in Section 01090.

2.0 LICENSES, FEES, AND PERMITS

The City will pay the fee for City of Stockton and County of San Joaquin issued permits specific to the Project; the Contractor will be responsible for picking up said permits at the appropriate times. For those permits and licenses generally required to work or do business as a Contractor, the Contractor shall procure the permit or license and pay all charges and fees. In all cases, the Contractor shall pay all costs for complying with special requirements of permits and shall give notice necessary and incident to the prosecution of the Work. For any permits obtained by the City after the Contract Bid Date, an adjustment (add or deduct) in the Contract Price, as appropriate, will be made by change order, to account for all costs incurred in complying with the requirements of the respective permit. See also Section 00700-4.9 of the General Conditions.

2.1 Contractor's License

The Contractor shall possess at the time of bid and maintain throughout the duration of the contract, a valid California Class"A" Contractor License.

2.2 Business License

The Contractor shall possess prior to the execution of the contract and maintain throughout the duration of the contract, a valid City of Stockton business license.

2.3 Permits

N/A

***** END OF SECTION *****

SECTION 01090 - REFERENCES

1.0 DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the City Design Consultant, or Construction Manager.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity, and are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal written acceptance by the City of an entire Contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the bid which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

Agreement - The written document covering the performance of the Work as more fully described in the Contract Documents.

Authorized City Official - The City Manager or his designee.

Beneficial Occupancy - The City operating and maintaining specific constructed facilities for the purpose for which they are intended, after City has provided written acceptance of substantial completion for such facilities.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Labor and Material Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Any day including legal holidays, Saturdays and Sundays.

City - A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the City is identified by name in the agreement.

City's Representative - The person designated, in writing, by the City to act as its agent on specified matters relating to this Contract. The City's Representative is an employee of the City or other individual who has been designated to represent the City. The City's Representative may also act as the Construction Manager.

Construction Manager - The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Contract Change Order - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable:

Notice Inviting Bids
Instructions to Bidders
Official Bidding Documents
Designation of Subcontractors
Bid Guaranty Bond
Agreement
Acknowledgments
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
General Requirements
Standard Specifications
Technical Specifications
Drawings and Plans
Addenda, if any
Executed Change Orders, if any
Notice of Award
Notice to Proceed
Standard Drawings

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form. Also referred to as Contract Amount or Contract Sum.

Contract Time - Number of calendar days stated in the Contract for the completion of the Work.

Contract Completion Date - The date on which the City accepts the work as being complete.

Contractor - The person or persons, firms, partnership, corporation, or combination thereof, who have entered with the City, as party or parties of the second part of its or their legal representatives.

Contractor's Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Day(s) - Calendar Day(s).

Direct - Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings - Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Design Consultant, approved by the City, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

Design Consultant - The engineer or architect designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Engineer - See Resident Engineer.

Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Final Completion - Final Completion is the date upon which written acceptance by the City has occurred stating that the Construction of all work as required by the Contract Documents has been completed in accordance with the Contract Documents.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors."

Furnish - To deliver to the job site or other specified location any item, equipment, or material.

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Requirements - Part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Geotechnical Engineer - Registered professional engineer in the State of California who conducted the site sub-surface investigation and prepared the soils report utilized for design purposes.

Herein - Refers to information presented in the Contract Documents.

Holidays - Legal holidays designated by the City or specifically identified in the Contract and Paragraph 01010-13.0

Inspector - City or Construction Manager staff who inspect and review the work for conformance with the Contract Documents.

Install - Placing, erecting, or constructing any item, equipment, or material.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and work involved in the Contract.

Life Cycle Cost - The sum of all costs over the useful life of a building, system, or product, including the cost of design, construction, acquisition, operation, maintenance, and salvage value. The useful life will be determined by the City.

Liquidated Damages - The amount prescribed in Paragraph 00700-6.5, Liquidated Damages, and Paragraph 01010-4.0, Damages For Delays, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the specifications.

Net Cost Savings - The reduction in construction contract cost to the City resulting from implementation of a value engineering change proposal submitted by the Contractor. Net cost savings shall be determined by deducting from the estimated gross savings, the estimated amount of increased costs to the City resulting from the proposed change. Estimated gross savings shall include all labor, material, equipment, overhead, profit, and bond. Estimated City costs shall include, but not be limited to, design, construction, acquisition, operation, and maintenance costs.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed - The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

Official Bidding Document - A separately bound manual which contains copies of all documents to be submitted as the bid.

Owner - City of Stockton.

Paragraph - For references or citation purposes, refers to the paragraph(s), called out by paragraph number and alphanumeric designator.

Person - Includes firms, companies, corporations, partnerships, and joint ventures.

Project - The undertaking to be performed under the provisions of the Contract.

Project Manual - Those Contract Documents which are bound into one or more volumes prior to bidding.

Provide - Furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Resident Engineer - Construction Manager or his designee.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.

Site - The property as described in the General Conditions or as shown on the Drawings.

Soils Engineer - Shall mean the Engineer, or at his discretion, may mean the Geotechnical Engineer.

Specifications - That part of the Contract Documents consisting of the General Conditions, Supplementary Conditions, General Requirements, applicable State Standard Specifications, and Technical Specifications.

Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Standard Specifications - The City of Stockton Standard Specifications and Plans in effect at the time of advertising the Work.

State of California Specifications - The State of California Department of Transportation Standard Specifications in effect at the time of advertising the Work. Also referred to as State Standard Specifications and Cal Trans Standard Specifications.

Subcontractor - A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the Project Manual.

Substantial Completion - Substantial Completion is the date upon which written acceptance by the City has occurred stating that the construction of facilities is sufficiently completed in accordance with the Contract Documents, such that specific facilities can be utilized for the purpose for which they are intended, and the City thereupon takes beneficial occupancy of each facility.

Sub-subcontractor - A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Value Engineering - Modifications to the project which are proposed by the Contractor and which provide the product or services equivalent to that called for in the project specifications, but at lower cost than the cost of those products or services designated in the specifications.

Will - Actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Working Day - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the Construction Manager toward the completion of the Contract. A working day is equivalent to 1.45 calendar days.

2.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations	Stands For
AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association

Abbreviations Stands For (cont.)

AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBC	California Building Code
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

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SECTION 01200 - PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities.

1.1 Attendees

The City, Design Consultant, Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

1.2 Agenda

The Construction Manager will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction. The agenda may include, but may not be limited to:

1. Adequacy of distribution of Contract Documents.
2. Distribution and discussion of list of major subcontractors and suppliers.
3. Proposed progress schedules and critical construction sequencing.
4. Major equipment deliveries and priorities.
5. Project coordination.
6. Designation of responsible personnel.
7. Procedures and processing of:
    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change Orders.
    e. Applications for Payment.
    f. Record Documents.
8. Use of premises:
    a. Office, construction, and storage areas.
    b. OWNER's requirements.
9. Construction facilities, controls, and construction aids.
10. Shoring requirements and submittal of CONTRACTOR’s geotechnical report.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Security procedures.
14. Housekeeping procedures.

1.3 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

2.0 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the project site at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings are to be determined at the pre-construction conference.

2.1 Schedule

The dates, times and locations for the various meetings shall be agreed upon and recorded at the preconstruction conference. Subsequent changes to the schedule shall be by agreement between the Construction Manager and Contractor, with appropriate written notice to all parties involved.

2.2 Attendees

The City, Design Consultant, Construction Manager, Contractor, and its Superintendent shall each be represented at these meetings. Attendance by subcontractors, suppliers and other entities is subject to issues and/or items of the agenda which may, or may not, require attendance.

2.3 Agenda

Purpose of progress meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.

1. Review progress of the Work, Progress Schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work. Verify: Actual start and finish dates of completed activities since last progress meeting.

2. Durations and progress of activities not completed.

3. Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and application for payment.

4. Percentage completion of items on Application for Payment.

5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.

Discuss potential problems which may impede scheduled progress and corrective measures.

2.4 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

3.0 CONFERENCES

At any time during progress of the Work, the City and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers without extra cost to the City.

4.0 POST CONSTRUCTION MEETING

The Contractor shall plan, and include in its bid, all costs for a post construction meeting, including the following:

The Contractor shall:

A. Meet with and inspect the Work 11 months after date of Substantial Completion with City and Construction Manager.

B. Arrange the meeting at least 7 days before meeting.

C. Meet in the City's office or other mutually agreed upon place.

D. Inspect the Work and draft list of items to be completed or corrected.

E. Review service and maintenance contracts, and take appropriate corrective action when necessary.

F. Complete or correct defective work and extend correction period accordingly.

G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

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SECTION 01300 - SUBMITTALS

1.0 DESCRIPTION

This Section covers requirements for submittals and forms a part of all other Specification Sections in which submittals are specified or required. Refer to the specific Sections and Divisions of the Specifications for additional submittal requirements.

A. Submittal Requirements Included In This Section

1. Number of submittal copies required.
2. Progress schedule.
3. Schedule of values.
4. Shop drawings.
5. Samples.
6. Materials lists and equipment data.
7. Instruction (operation and maintenance) manuals.
8. Installation instructions.
9. Record Drawings and Specifications.
10. Certificates.

B. Submittal Requirements Covered In the Conditions of the Contract and Other Sections

1. Applications for payments.
2. Schedule of testing laboratory services.
3. Written guarantees and warranties.
4. Manufacturers' certified reports.
5. Web Based Construction Document Management.

2.0 SUBMITTAL-GENERAL REQUIREMENTS

Submit to the Owner for its review and approval technical data and drawings for all shop drawings, samples, materials lists, equipment data, software, assemblies and installations, test procedures, instruction manuals, record documents, manufacturers' equipment manuals, and other submittals required by the Technical Specifications. All such items required to be submitted for review shall be furnished by and at the expense of the Contractor and any work affected by them shall not proceed without such review. Properly prepare, identify, and transmit submittals and their contents as provided herein or as the Owner may otherwise direct. Except for record documents, test procedures, and instructional manuals for operation and maintenance, obtain submittal approval before the material or equipment covered by the submittal is delivered to the site. Contractor will not be paid for equipment or material delivered to the project site until the appurtenant submittals have been approved. Coordinate the progress schedule required under Section 01310 and the Special Provisions to this requirement.

A. Submittal Review Time Allow no less than thirty (30) days for the review of submittals, not including the time necessary for delivery or mailing, and this time shall cause no delay in the Work. Extension of the Contract Time shall not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods. All submittals shall be completed within ninety (90) days after Notice to Proceed by the City, unless the Construction Manager accepts an alternate

schedule for submission of submittals proposed by the Contractor. This time provision does not obligate the Construction Manager to approve submittals that may otherwise be deemed not acceptable.

B. Deviations At the time of the submission, give notice in writing in the submittal of any deviation from the requirements of the Technical Specifications and Project Plans. Clearly indicate or describe the deviations and reasons therefore, including all other changes required to correlate the Work. State in writing all variation in costs occasioned by the deviations and any assumption of the cost of all related changes if the deviation is approved. Requirements stated in Paragraph E below shall also apply.

C. Number of Submittals Except for manufacturer's instruction manuals and samples, the Owner shall require and retain four (4) copies of all submittals, specified or required in this and all other Sections of these Specifications, for his and his representatives' use, unless otherwise specifically noted in a specific Specification section. Submit such additional number of copies, not to exceed four (4), to be reviewed and returned for your use. For submitted drawings 11 x 17 and larger, submittal of a reproducible copy set with two (2) sets of black-line printed copies is preferred and encouraged. Additional sets for the Contractor's use are not necessary in this case as the reproducible set will be returned to the Contractor marked to show the required corrections or approval.

The number of submittals required for manufacturer's instruction manuals and samples are described later in this Section.

D. Method of Submittal Deliver submittals by means of separate, dated, signed, and sequence numbered transmittals, identifying as to initial or re-submittal status, and fully describing the submittal contents. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer’s package or are so functionally related that expediency indicates checking or review of the group or package as a whole. Except as noted, do not combine in a single submittal equipment which is specified in one section of the Specifications with equipment specified in other Sections of the Specifications. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal state the Owner's Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Supplier or Distributor as applicable, Plan Reference and Specification Section, Articles, and paragraphs to which the submittal pertains; identify accompanying data sheets, catalogs, and brochures in the same manner. Where several types or models are contained in the literature, delete non-applicable portions or specifically indicate which portions are intended and applicable. Fully index all items submitted in the transmittal letter.

E. Submittals in electronic media format

1. General: Provide all information In PC compatible format using operating system as utilized by the Construction Manager and City.

2. Text: Provide text documents and manufacturer’s literature using current version of [MS Word] [Adobe Acrobat (i.e. PDF extension)] as utilized by the [City] [and] [Construction Manager].
3. Graphics: Provide all graphic submittals (drawings, diagrams) utilizing current version of AutoCAD, Microstation, Adobe Acrobat (i.e. PDF extension) as utilized by the Construction Manager and City.

4. Contractor using other software shall be required to provide to the Construction Manager conclusive evidence of 100 percent data transfer compatibility.

5. Delivery: Deliver submittals to Construction Mananger via ana.chiono@stocktonca.gov.

6. Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, shall be returned to the Contractor without review.

7. Interrelated Submittals Except where the preparation of a submittal is dependent upon the approval of a prior submittal, simultaneously submit all submittals pertaining to the same class or portion of the Work.

During the preparation of submittals, informal communication and clarifications may be required between the Contractor and the City for exchange of technical information to assist and expedite preparation of complete submittals. As a result of this informal information exchange, certain minor refinements and revisions in the systems specified may be authorized informally by the City, but these shall not alter the scope of work or case increase or decrease in the Contract price. During this informal exchange, no oral statement by the City shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these Specifications.

F. Contractor's Review and Approval All submittals shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents. The Contractor shall ensure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the City. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors.

On every submittal of shop drawings, samples, materials lists, equipment data, instruction manuals, and other submittals upon which the proper execution of the Work is dependent, mark with the Contractor's review and approval stamp certifying that (1) the submittal has been reviewed, checked, and approved and the contents have been coordinated with the requirements of the Work and the Technical Specifications and Project Plans including related Work, (2) all quantities, field measurements, field construction criteria, materials, equipment, catalog numbers, and similar data have been determined and verified, or that it shall be done, and (3) the Work covered by the submittal is recommended by the Contractor and the Contractor's guarantee shall fully apply thereto. The Contractor's stamp shall be dated and signed by the Contractor in every case.

G. Review and Approval Submittals will be reviewed only for conformance with the design concept of the Project and with the information given in the Technical Specifications and Project Plans. The approval of a separate item as such shall not indicate approval of the assembly in which the item functions nor shall approval be construed as revising, in any way, the requirements for a fully integrated and operable system as specified. The approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Technical Specifications and Project Plans or for any revision in re-

submittals unless the Contractor has given notice in writing of the deviation or revision at the time of submission or resubmission and written approval has been given to the specific deviation or revision. The approval of submittals shall not relieve the Contractor of responsibility for errors or omissions in the submittals or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, and completion of the Work.

H. Form of Approval Review of submittals has as its primary objective the completion for the City of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

1. NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED) - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

2. MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED) - Same as 1, except that minor corrections as noted shall be made by the Contractor.

3. AMEND AND RESUBMIT- Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.

4. NOT ACCEPTABLE (RESUBMIT) - Submitted material does not conform to Plans and Specifications in major respect (i.e., wrong size, model, capacity, or material).

Items 1 and 2 above (no re-submittal required) are considered "favorable review." Items 3 and 4 above (correction and re-submittal required) are considered "unfavorable review."

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

I. Corrections and Re-submittals Make all required corrections and resubmit the required number of corrected submittals until approved by the Owner. Direct specific attention in writing to revisions other than the corrections called for by the Owner on previous submittals, and state in writing all variations in costs and your assumption of the cost of related changes the same as is required for deviations in 2.0B. Identify each re-submittal with number of the original submittal followed by consecutive letters starting with "A" for first re-submittal, "B" for second re-submittal, etc. The Owner reserves the right to deduct moneys from the amounts due the Contractor to cover the cost of its review time for any and all submittals beyond the second submission.

J. Check of Returned Submittals Check returned submittals for correction and ascertain if the corrections result in extra cost above that included under the Technical Specifications and

Project Plans, and give written notice to the Owner within five days if, in your opinion, such extra cost results from corrections. By failing to so notify the Owner or by starting any Work covered by a submittal, all claims for extra costs resulting from required corrections are waived.

K. Conformance Do not purchase, fabricate, deliver, construct, or commence any Work represented by required submittals until the applicable submittal has been approved. Conform Work to the approved submittals and all other requirements of the Technical Specifications and Project Plans unless subsequently revised by contract change order, in which case prepare and submit revised submittals as may be required. Do not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been approved, particularly where piping, machinery, equipment, concrete work and the required arrangements, embedments and clearances are involved.

L. Piecemeal Submittals Except for reinforcing steel submittals, piecemeal submittals shall be returned un-reviewed. However, for mechanical equipment and the like, separate submittals for embedded items, embedded metal work and anchors shall be reviewed.

3.0 SCHEDULE OF VALUES

Submit to the Owner for acceptance, in the form directed by or acceptable to the Owner, a complete schedule of the values of the various portions of the Work to coincide with the construction schedule, including quantities and unit prices aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). In the schedule, subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required for this Work. Provide support data to substantiate its correctness as required by the Owner. Include with each item in the schedule of values, its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when accepted by the Owner, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price. Provide the initial submittal for the schedule of values at the preconstruction conference as per Section 01200.

4.0 PROGRESS SCHEDULE

Refer Section 01310, Construction Schedule.

5.0 SHOP DRAWINGS

Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data as necessary to fully illustrate conformance with the Technical Specifications and Project Plans. Provide the number of submittal sets as indicated in paragraph 2.0C of this Section.

A. Title Block and Identification On each shop drawing, provide a space for the Engineer's approval or correction stamp and a title block showing the following:

1. Name and address of Contractor.

2. Name and address of Subcontractor, manufacturer, supplier, or distributor, as applicable.

3. Name and address of Owner.

4. Date, scale of drawings, and identification number.

5. Revision date, number, and brief description.

6. Contractor's review and approval stamp.

7. Owner's Number.

8. Plan Reference and Specification Section reference.

9. Project Name.

B. Preparation and Size Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings of the same size as the Contract Drawings or on 8-1/2 by 11 inch or 11 x 17 inch sheets as applicable. Maximum sheet size shall be 22 inches by 34 inches. Refer to Paragraph 2.0C above regarding use of a reproducible copy set for the larger drawings.

Submittal and record drawings shall be drafted and submitted in AutoCAD with two copies of half sheet drawings and a magnetic media copy on a CD.

C. Data Unless the following data is included in the instruction manuals or equipment data submitted prior to or with the shop drawings, submit with the shop drawings complete catalog and technical data for all manufactured products, materials, machinery, and equipment covered by the shop drawing submittal. Include data showing for each item, as applicable, the following information:

1. Manufacturer's specifications and details.

2. Applicable technical data and performance curves.

3. Preparation, assembly, and installation instruction with allowable tolerances.

4. Connection requirements.
5. Pre-start-up servicing and operating methods.

6. Other data and information necessary to demonstrate that the proposed items conform to the Technical Specifications and Project Plans.

D. Information Required Shop drawings shall contain details and information fully developing the pertaining Technical Specifications and Project Plans requirements and such other information as may be specified or required for approval, including but not limited to:

1. Related work with cross references to applicable portions of the Technical Specifications and Project Plans.

2. Dimensions including variations between indicated dimensions and actual conditions.

3. Physical configurations with critical dimensions for clearance, access, and servicing.

4. List of materials including fasteners and connectors.

5. Structural construction and assemblies, welds shown by AWS symbols, and each fastener and connector shown by type and class.

6. Grouting work, including grouting space and material.

7. Concrete foundations and bases for machinery and equipment including joints, joint filler and sealer, and reinforcing.

8. Anchor bolt details showing type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the Owner.

9. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.

10. Machinery and equipment details. Standard catalog items need not be illustrated in detail, but indicate and detail sizes, supports, and connections.

11. Location of auxiliary items that are parts of machinery and equipment including sight glasses, petcocks, gauges, lubrication fittings and access, and maintenance monitoring devices.

12. Piping systems and piping including layout, fittings, valves, appurtenances, hangers and supports, and sleeves.

13. Electrical equipment showing plans, elevations, sections, arrangements, materials, anchor bolts, supports, weights, wiring and circuit diagrams, internal connections, busses, grounding, conduit spaces, layout of instruments, gages, meters, and other components. Diagrams shall carry a uniform and coordinated set of wire numbers and terminal block numbers to permit cross-referencing between the contract document drawings, the drawings prepared by the Contractor’s installer, and equipment Technical Manual Drawings. Drawing number cross-referenced shall be provided.

14. Written descriptions fully describing the operation of all control circuits, start-up sequencing, shut down sequencing and alarms.

15. Underground duct banks showing typical details of conduits, joints, spacers, and means of securing conduits in place during concrete placement.

16. Dielectric connections, and materials and methods to be used to isolate aluminum from dissimilar materials.

17. Full-size lettering layouts for data plate and nameplate inscriptions.

E. Details and Connections Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Technical Specifications or Project Plans.

F. Related Work The term "by others" is not acceptable for the description of related work shown in the shop drawings. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.

G. Clearances Do not proceed with any related Work that may be affected by piping, machinery, equipment, or other work therein until shop drawings and data showing all components with acceptable clearances have been approved.

H. Composite Shop Drawings With Installation Layouts Prepare and submit drawings, wherever specified or required, to resolve tight or conflicting field conditions. Show dimensional plans and elevations of the materials or equipment of all trades in the involved area or space, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship to the Work of all trades, based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

6.0 SAMPLES

Where samples are required in any of the following Specification Sections, unless otherwise specified, each sample submittal shall include two sets of samples. One set of approved samples and all disapproved samples shall be returned to the Contractor. Samples of value retained by the Owner shall be returned to the Contractor after completion of the Work if the Contractor's first transmittal of the sample requests its return. Approved samples of manufactured items returned to the Contractor may be installed in the Work if the location is recorded and the samples bear temporary identification as such.

A. Identification Label or tag each sample or set of samples identifying the manufacturer's name and address, brand name, catalog number, intended use and other data as required by these Specifications.

B. Colors, Patterns, and Textures For items required to be of selected and approved colors, patterns, textures, or other finish, submit sufficient samples to show the range of shades,

tones, values, patterns, textures, or other features corresponding to the instructions and requirements specified.

C. Field-Applied Paint and Coatings Submit samples of finishes at least 60 days prior to start of such finishing operations in conformance with requirements specified in Section 09900, Painting and Protective Coatings.

D. Factory Finish Colors of material specified to be furnished with a factory finish are subject to approval. Submit duplicate samples of factory finishes showing the full range of available colors for selection and approval when requested by the Owner.

7.0 MATERIALS LISTS AND EQUIPMENT DATA

Within thirty (30) days after the Notice to Proceed, the Contractor shall submit a List of Materials to the Construction Manager for review. The List shall include all items of equipment and materials for mechanical, piping, architecture, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been or will be placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth elsewhere in the Contract Documents. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

In determining acceptability, consideration shall be given to the availability of maintenance and replacement parts and materials, the availability of manufacturer's technical representatives, other factors that relate to the maintenance and repair of installed items without excessive inconvenience to the Owner, guarantees and warranties, as well as determination of conformance with the Technical Specifications and Project Plans.

A. Materials Furnished Under Standard Specifications For materials specified by reference to standard or reference specifications, prepare and submit for approval a list of such materials by manufacturer's names and identifications to the extent requested by the Owner.

B. Material Lists Neatly bind submittal copies with sturdy labeled covers. Copies shall contain an index listing the contents. Loose submittals shall be returned un-reviewed. For each item listed, include the manufacturer's name and address, trade or brand name, local supplier's name and address, catalog numbers and cuts, brochures, terms and conditions of manufacturer's guarantee and warranty, other information to fully describe the item, and supplementary information as may be required for approval. Mark cuts, brochures, and data to indicate the items proposed and the intended use. Provide the number of submittal sets as specified in Paragraph 2.0C above.

C. Equipment Data Submit complete technical and catalog data for every item of mechanical and electrical equipment and machinery to be incorporated in the Work, including components. Submittal copies shall be bound, indexed, and contain information as required in paragraph 7.0B for submittal of materials lists and shall further include specific information on performance and operating curves and data, ratings, capacities, characteristics, efficiencies, and other data to fully illustrate and describe the items as may be specified or

required for approval, in particular, equipment incorporating logic circuits shall have a draft of a detailed theory of operation. Data shall be submitted in sets covering complete systems or functioning units. The number of submittal sets required shall be as specified in Paragraph 2.0C above.

D. Foreign Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in Stockton, unless otherwise required in these specifications or the special provisions, where they shall be retained for a sufficient period of time to permit inspection, sampling, and testing.

Attention is directed to the provisions in Section 00700-6.5 Liquidated Damages. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into Continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City, shall supply the facilities and arrange for any testing required in Stockton which the City is not equipped to perform. All testing by the Contractor shall be subject to witnessing by the City.

The manufacturer, producer or fabricator of foreign material shall furnish to the City a Certificate of Compliance. In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in these specifications or otherwise requested by the City.

8.0 INSTRUCTION MANUALS

Obtain data from the various manufacturers and submit instruction (operation and maintenance) manuals covering all mechanical and instrumentation equipment and machinery installed in the Work.

A. Contents Each manual shall have an index listing the contents. Information in the manuals shall include not less than:

1. General, introduction and overall equipment description, purpose, functions, and simplified theory of operation.

2. Specifications.

3. Installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal, and vertical alignment.

4. Grouting requirements including grout spaces and materials.

5. List showing lubricants for each item of mechanical equipment, approximate quantities needed per year, and recommended lubrication intervals; where possible, types of lubricants shall be consolidated with equipment manufacturers' approval to minimize the number of different lubricants required for plant maintenance.

6. Start-up and beginning operation procedures.

7. Operational procedures.

8. Shutdown procedures.

9. Short and long term inactivation procedures.

10. Maintenance, calibration, repairs and rebuilds instruction.

11. Parts lists and spare parts recommendations.

12. Lists of all special tools, instruments, accessories, and special lifting and handling devices required for periodic maintenance, repair, adjustment, and calibration.

13. Wiring diagrams and detailed circuit operation description.

14. Performance curves and data.

15. Other information as may be specified or required for approval.

In addition to the above information, the Contractor, with the assistance of the respective equipment manufacturer, shall complete and include as part of the instruction manual for all equipment and machinery, the City of Stockton's "Preventative Maintenance Modification/Addition Request Form." A copy of the subject form is included at the end of this Section for information. Both pages of the entire form must be completed by the Contractor. Clean copies of this form will be provided to the Contractor for his use. A copy of the City of Stockton's "PM Procedure Number and Description Report" will be provided to the Contractor and is to be used in completing the aforementioned form.

B. Format and Organization

1. Use drawings and pictorials to illustrate the printed text as necessary to fully present the information.

2. Where information covers a family of similar items of equipment, identify the applicable portions by heavy weighted arrows, boxes or circles, or strike-out the inapplicable information. Non-conforming data are not acceptable and shall be returned for rework and re-submittal. The submittal cover should state the method used to identify the applicable portions.

3. Incorporate into books all Manufacturers' Equipment Manuals including those specified in pertinent Sections of the Specifications. These books shall be organized by Equipment Class in same manner and sequence as the Specifications, i.e. Mechanical, Electrical, Instrumentation, etc. Book size and quantity shall be sufficient for inclusion of all data, and be of type and quality hereinafter specified in Paragraph 8.0C below.

4. Within each book of manuals, provide a Table of Contents for that book. If more than one book is necessary for a Class of Equipment, place a complete Table of Contents for that Class of Equipment within each book of that Class.

5. In addition, an overall Index of Contents shall be prepared in the same number of sets as required below for the final manuals and submitted separately to the Owner for his insertion in the Operation and Maintenance Manuals.

6. When a manufacturer's manual exceeds one inch in thickness and is bound as specified in Paragraph 8.0C it need not be rebound within another book, but the Overall Index shall refer to it by title and indicate that it is bound separately.

7. Electronic assembly drawings: Detailed circuit schematics, circuit board drawings, and chassis layouts shall be provided for all electrical and electronic equipment as part of the submittal. The circuit schematics, circuit board drawings, and chassis layouts shall clearly show, locate, and identify all components and component wiring. Circuit boards and circuit board components shall be identified by the original manufacturer's name and part number. Component values and tolerance shall be shown.

8. Drawings: Preprinted drawings provided by manufacturers of off-the-shelf equipment may be used if the drawings are an integral part of an offset printed O&M Manual, are not larger than 11-inches by 17-inches, are clearly legible when reproduced using conventional office copying machines, and, in the opinion of the Construction Manager, satisfy the requirement of these specifications. One reproducible of the O&M Manual drawing original must be supplied for each O&M Manual drawing larger than 11-inches by 17-inches, and must satisfy all drawing requirements specified herein. Those preprinted O&M Manual drawings, which are not acceptable, or which must be modified or corrected to show the actual as-built design, shall be redrawn as new specially-prepared shop drawings. Acceptable equipment manufacturer's drawings incorporated into equipment operating and maintenance manuals need not be duplicated or removed from the manuals.

C. Manual Binding

1. Bind all materials in sturdy three-ring loose leaf binders designed to provide full view opening and ease of making content additions or replacements. Maximum binder size shall be three (3) inches, with this binder size containing not more than $2^{1}/2$ inches of material. Binders of smaller thickness shall contain correspondingly less material. All bound material shall be three-hole punched; loose material shall not be permitted. Prints larger than 11 x 17 inches shall be inserted into a clear plastic cover envelope equipped with a three-hole tab on one edge suitable for inserting in the above described binders.

2. Permanently label face of cover and bound edge of each book "MANUFACTURERS' INSTRUCTION MANUAL," and indicate Class of Equipment, i.e., Mechanical, Electrical, Instrumentation, etc. or name specific equipment if a single unit is contained. Where more than one book is needed for a Class of Equipment or a single specific equipment unit, number books consecutively BOOK I, BOOK II, etc.

3. If more than one Class of Equipment is contained in a book, separate each class with a tabbed stiff divider insert page.

4. Prior to purchase or delivery, submit samples of each intended type of binder and obtain approval from the Owner.

D. Manual Submittals Submittals shall include three (3) complete copies of each manual, one of which shall be returned to the Contractor marked to show the required corrections or approval. When approved, the Contractor shall deliver four (4) sets of unmarked (without review comments) manuals to the Owner. The Contractor shall submit preliminary instruction manuals at least ten (10) days prior to the start of Factory Acceptance test.

In addition to the above information, the Contractor, with the assistance of the respective equipment manufacturer, shall complete and include as part of the instruction manual for all equipment and machinery the City of Stockton's "Equipment Data and Preventive Maintenance Tasks Sheet." A copy of the subject form is included at the end of this Section for information.

9.0 INSTALLATION INSTRUCTIONS

In addition to the instructions submitted under the above Section 8.0, submit copies of manufacturers' installation instructions for material and equipment incorporated in the Work to the extent specified in other Sections and Divisions of the Specifications or requested by the Owner for its review. Installation instructions shall be reviewed for general adequacy only. After review, the Contractor shall distribute copies to all those involved with the instructions.

10.0 CITY PERSONNEL TRAINING PLAN

The Contractor shall submit a training plan at least fourteen (14) days prior to the start of any required City personnel training. Training plans shall describe the training course objectives, the scope of subjects to be covered, course outline including approximate time devoted to each subject, course materials to be provided by the Contractor, training aids to be used and training methods to be used (lecture, demonstration, student practice, etc.). The submittal shall include resumes for instructors of each class demonstrating the instructor's qualifications.

11.0 OTHER SUBMITTALS

Provide copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified in other Sections and Divisions of the Specifications.

12.0 STORAGE INSTRUCTIONS

For each equipment and material item furnished, provide for the Owner's records two (2) copies of the manufacturer's recommended instructions for storage of the respective equipment or material. The instructions shall address conditions both before installation and (for mechanical, electrical and instrumentation equipment) after installation but before placing into continuous operation. Submit manufacturer's storage instructions either prior to delivery of the material/equipment or with the request for payment of materials delivered. Payment for materials delivered shall not be approved without submittal of the manufacturer's storage instructions.

13.0 TOOLS, ACCESSORIES, SPARE PARTS, AND MAINTENANCE MATERIALS

Furnish and deliver all special tools, instruments, accessories, spare parts, and maintenance materials required by the Technical Specifications and Project Plans, and furnish and deliver the special tools, instruments, accessories, and special lifting and handling devices shown in the approved instruction manuals. Unless otherwise specified or directed, deliver the items to the Owner, with the Contractor's written transmittal accompanying each shipment, in the manufacturers' original containers labeled to describe the contents and the equipment for which it is furnished. Where specifically required in the Section covering the material, furnish a metal cabinet to house this equipment.

Provide spare parts and special tool lists. The list shall show the manufacturer's/supplier's name, address, and telephone number, the quantity of spare parts and special tools required for each item of equipment provided under division 17, and the current list price of each.

14.0 RECORD DRAWINGS AND SPECIFICATIONS

Maintain one record copy of all Drawings, Specifications, Addenda, Modifications, approved submittals, correspondence, and transmittals at the site in good order and readily available to the Owner. Clearly and correctly mark the Record Drawings and the Record Specifications annotated to show all changes made during the construction process at the time the changed Work is installed. No such changes shall be made in the Work unless previously authorized by a Modification or by specific approval of deviations or revisions in submittals.

A. Buried and Concealed Work Record the precise location of all piping, conduits, ducts, cables, and like Work that is buried, embedded in concrete or masonry, or concealed in wood or metal framed walls and structures at the time such Work is installed and prior to concealment. Each feature of the concealed Work, such as the beginning and end of straight runs, radius center point of curved runs, angles, connections, plugged tees or other fittings for future connections, and like items shall be accurately located by not less than two dimensions to permanent structures. The depth below finish grade, slab, or paving shall be noted for buried pipe, conduit, or ducts at the beginning and end of straight grade runs and at all grade change points, excepting sewer or drain lines run between manholes. Should the Contractor fail to record such buried or concealed Work, he shall uncover the unrecorded Work to the extent required by the Owner and shall satisfactorily restore and reconstruct the removed Work with no change in the Contract Price or the Contract Time.

B. Delivery Upon completion and prior to final inspection of the Work, and as a condition of final payment, submit the Record Drawings and Specifications to the Owner for review, and make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Work in the opinion of the Owner. When approved, the Contractor shall deliver the Record Drawings and Specifications to the Owner.

15.0 REVISION OF SUBMITTALS

Whenever a contract change order causes a change to the information contained in previously approved submittals, submit information and data corresponding to the changed requirements for approval. Submit revisions following the procedure required for previously approved submittals.

16.0 CERTIFICATES

Each certificate required under the Contract or in any of the following Sections shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn as to the correctness and validity of the contents. Where specifically required in the respective section, certificates shall be notarized and duplicate copies of required certificates shall be notarized to be true copies.

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Construction Manager.

17.0 EARTHQUAKE DESIGN AND RESTRAINT

Design, construct and attach all manufactured equipment supplied under this Contract, and as noted in the respective technical Sections, to resist stresses produced by seismic forces specified in this Section. Rigidly attach equipment that does not vibrate during normal operation. For equipment that vibrates during normal operation, attach by means of isolators with mechanical stops that limit movement in all directions unless it can be demonstrated by calculations that such stops are not required. Restrain equipment or portions of equipment that move during normal operation with mechanical devices that prevent displacement unless it can be demonstrated by calculations that such restraints are not required.

A. Work Included The work included in this Paragraph includes, but is not limited to, the following: All electrical equipment, cabinets and casework plus contents, electrical panels and lighting fixtures.

B. Minimum Earthquake Forces Except as provided herein, base calculations on the minimum earthquake forces prescribed for Essential Facilities by the 2010 California Building Code as published by California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936.

C. Include calculations with submittals of shop drawings, details and data specified in respective technical Sections of these Specifications. Calculations must bear the original seal and signature of a **Professional Engineer or a Structural Engineer** licensed in California and who provided responsible charge for the design.

18.0 CONSTRUCTION PHOTOGRAPHS

The Contractor shall perform pre-construction and post-construction survey of all existing structures, pavements and other above ground facilities within the project limits prior to beginning any work, noting their condition by means of dated photographs supplemented by written documentation, where applicable.

Color photographs shall be taken with a digital camera at locations that are appropriate to show pre-existing conditions and after constructed conditions. Each photograph shall show the date and time the photograph was taken and clearly be labeled showing the location, viewing direction, and any special features noted. Two (2) 4"x6" copies of each photograph shall be submitted to the City. The photographs shall be indexed, inserted in a plastic viewing folder.

Full compensation for pre-construction survey shall be included in the contract price for the various items of work involved, and no additional compensation will be allowed therefore.

18.1 SUMMARY

A. Section includes requirements for:
   1. Pre-construction photographs.
   2. Pre-construction videos.
   3. Post-construction photographs.
   4. Post-construction videos.

B. The purpose of the photographs and videos is to document the condition of the facilities prior to the Contractor beginning work at the Project site and after Substantial Completion of the Work.

C. Areas to be photographed and videoed shall include the site of the Work and all existing facilities either on or adjoining the Project site, including the interior of existing structures, that could be damaged as a result of the Contractor's Work.

D. The scope of the photographic and video graphic documentation shall be the sole responsibility of the Contractor, but shall be acceptable to the Construction Manager.

E. Related sections:
   1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
   2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
   3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.
      a. Section 01200 - Project Meetings.

b. Section 01700 - Closeout Procedures.

18.2 SUBMITTALS

F. Key plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph. Include the same label information as the corresponding set of photographs.

G. Photographs:
   1. Paper media:
      a. Submit 4 prints of each photographic view within 7 days of taking photographs.
      b. Format:
         1) 4- by 6-inch photos.
         2) Photographs shall be enclosed in clear plastic sleeves that are punched for standard 3-ring binders.
      c. Identification: On back or below each print, provide the following information:
         1) Name of project.
         2) Date photograph was taken.
         3) Description of vantage point, indicating location and direction by compass point.
   2. Digital media:
      a. Provide photos as individual, indexed JPG files with the following characteristics:
         1) Compression shall be set to preserve quality over file size.
         2) Highest resolution JPG images shall be submitted. Resizing to a smaller size when high resolution JPGs are available shall not be permitted.
         3) JPG image resolution shall be 800 by 600 or higher.
         4) Images shall have rectangular clean images. Artistic borders, beveling, drop shadows, etc., are not permitted.

H. Videos:
   1. Submit 4 copies of each video within 7 days of recording.
   2. Videos shall be submitted in a digital color video format on a DVD suitable for playback on a standard DVD player.
   3. Identification: On each copy provide a label with the following information:
      a. Name of project.
      b. Date video was recorded.

I. Pre-construction photographs and videos: Submit prior to beginning work at the Project site or prior to the Preconstruction Conference specified in Section 01200, whichever occurs earlier.

J. Post-construction photographs and videos: Submit with project closeout documents as specified in Section 1300.

18.3 MEDIA

K. Paper media:
   1. Commercial grade, glossy surface, acid-free photographic paper.

L. Digital media:
   1. 120 millimeters, 700-MB, 80-minute CD compatible with Microsoft Windows XP.

M. Videos:
   1. 120 millimeters, DVD compatible with standard DVD players.

18.4 GENERAL

N. Photographs (paper and digital media):
   1. Date stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

O. Videos:
   1. Display continuous running time. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site. No additional compensation shall be provided for construction photographs and all costs therefore shall be included in the overall bid for construction of the project.

***** END OF SECTION *****

Equipment Data & PM Tasks (One Entity per Sheet - please circle one: new or additional)			
Equipment Tag #:		**Date installed:**	
Equipment Name:		**Warranty Start Date:**	
Equipment Initial Value:		**Warranty End Date:**	
Equipment Description:		**Supplier Name:**	
Manufacturer Name:			
Model NO:		**Serial NO:**	
Equipment Location:			
Misc. Equipment			
Size:		**Manufacturer:**	
Capacity:		**Model NO:**	
Voltage:		**Serial NO:**	
Phase:		**Hertz:**	
Pumps			
Galons Per Minute:		**Seal Type:**	
Size:		**Manufacturer:**	
RPM:		**Model NO:**	
TDH:		**Serial NO:**	
Type:		**Voltage:**	
Phase:		**Hertz:**	
Motors			
Frame:		**Phase:**	
RPM:		**Horsepower:**	
Voltage:		**Weight:**	
Amerpage:		**Manufacturer:**	
Model NO:		**Serial NO:**	
Control Voltage:			
Engines			
Primary Fuel:		**Manufacturer:**	
RPM:		**Model NO:**	
Cylinders:		**Serial NO:**	
Horsepower:			

Generator			
Manufacturer:		Amps:	
Model NO.:		Phase:	
Serial NO.:		Power Factor:	
KVA:		Frame:	
Voltage:		KW:	

Fan Specs			
Manufacturer:		Wheel Diam, Inches:	
Model NO.:		Discharge:	
Serial NO.:		Rotation:	
Type:		BHP:	
Weight:		SP (in. wg):	
CFM:			

Valve Specs			
Manufacturer:		Actuator Type:	
Model NO.:		Body Type:	
Serial NO.:		Material:	
Voltage:		Connection Type:	
Service:		Size:	

PM Tasks

NO of Days/Hours	Task NO	Task Description	Est Time	Start Date

NO. of Days/Hours: How often does this task need to be completed?

Task NO.: If this is a new task, leave the task number blank and write out the description of the new task.

Est. Time: What is the estimated time to complete the task?

Start Date: When should this task start?

SECTION 01310 - PROGRESS SCHEDULE

1.0 CONSTRUCTION SCHEDULE

A. Section includes: Preparation, submittal, and maintenance of computerized progress schedule and reports, Contract time adjustments, and payment requests, including the following:
   1. Preliminary Schedule.
   2. Baseline Schedule.
   3. Weekly Schedule.
   4. Schedule Updates.
   5. Schedule Revisions.
   6. Time Impact Analyses.

B. Related sections:
   1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
   2. It is the CONTRACTOR's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR's Work.
   3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the CONTRACTOR to see that the completed Work complies accurately with the Contract Documents.
      a. Document 00700 – General Conditions

The schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

The Contractor shall provide with its schedule a procedural outline of the system shutdowns and proposed tie-in procedures, which shall be subject to the favorable review of the Construction Manager and the City.

1.1 Base Schedule

The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

a. The start and completion dates of all work items.

b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

c. Progress milestone events or other significant stages of completion.

d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than fifteen (15) workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

1.2 Responsible Person

A. Contractor shall designate, in writing and within 5 calendar days after Notice of Award, person responsible for preparation, maintenance, updating, and revision of all schedules.

B. Qualifications of responsible person:
   1. Authority to act on behalf of Contractor.
   2. 5 years verifiable experience in preparation of complex construction schedules for projects of similar value, size, and complexity.

Knowledge of critical path method (CPM) scheduling utilizing Primavera Project Planner or SureTrak or Microsoft Project software.

1.3 Reports

The following reports shall be submitted with the Base Schedule:

a. Bar Chart: A bar chart which lists each activity description, early start and finish dates, and all preceding and succeeding activities. The chart shall indicate all critical activities. A chart with the above information shall be provided with each monthly update in lieu of the report specified in Paragraph 01310-4.1.1.a.

b. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.

   1. CPM network report sorted by total float.
   2. CPM network report sorted by early start.

2.0 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary Conditions, Paragraph 01010-5.0, Weather Days, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included at the end of the project schedule. When weather days occur, and are approved as such by the Construction Manager, the Contractor shall either:

a. Increase the duration of the current critical activity (ies) by the number of weather days experienced, or

b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the City or Contractor.

3.0 UPDATES

3.1 Submittal Period

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month, or on another mutually agreed upon date each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period.

A. Submit, on a monthly basis, updated schedules as specified. Submit final schedule update as specified.

B. Submit revised schedules and time impact analyses as specified.

C. Submit schedules in the media and number of copies as follows:

1. 3 sets of the CPM network and/or bar chart (as specified by the OWNER) on D-size sheets. Color-coding to be specified by the OWNER.

2. 3 sets of Tabular reports listing all activities sorted numerically identifying duration, early start, late start, early finish, late finish, total float, and all predecessor/successor information.

3. 2 sets of CPM Schedule data electronic files stored on CD/DVD.

3.1.1 **All Monthly Updates** - All monthly updates shall include as a minimum:

a. Tabulation reports for the following sorts:

1. I-J [or Activity] Numbers
2. Total Float
3. Early Start
4. Logic report of proceeding and succeeding activities with all restraints indicated (precedence schedules only)

b. Narrative Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule, including I-J (or Activity) numbers and activity descriptions, shall be listed.

3.1.2 **On-Schedule Updates** - If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion

date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule.

3.1.3 **Delayed Schedule Updates** - If, in the opinion of the Construction Manager, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. The schedule shall be revised under the conditions defined in Paragraph 01310-3.3, Schedule Revisions. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

3.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than seven (7) working days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the Construction Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

3.3 Schedule Revisions

The conditions under which the Construction Manager will require revisions of the Construction Schedule include the following:

a. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either twenty (20) working days or by five percent (5%) of the remaining duration of time to complete the Contract, whichever is less.

b. When delays in submittals or deliveries make re-planning or rescheduling of the work necessary.

c. When the schedule does not represent actual prosecution and progress of the work.

d. When any change to the sequence of activities, the completion date for major portions of the work, or changes occur which affect the critical path.

e. When Contract modification necessitates schedule revision.

The Contractor shall not make any changes to the critical path without the Construction Manager’s written consent.

4.0 TIME IMPACT ANALYSES

4.1 Requirement

When change orders impacting project duration are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction

Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

4.1.1 **Construction Schedule Analysis -**

a. Each Time Impact Analysis shall include an analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule.

b. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities.

4.2 Delays

Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.

a. It is possible that a strike or contract modification will not affect existing critical activities or cause non-critical activities to become critical, i.e., a strike or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or time.

b. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, and other causes will require revision of preferential sequences of the Work before proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for indirect overhead.

c. Float or slack shall not be for the exclusive use or benefit of the City or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceeds the total float along the activity chain involved at the time the change was ordered or the delay occurred.

d. The definitions of "non-critical activities" and "total float" shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors."

4.3 Submittal

Time Impact Analyses shall be submitted in quadruplicate and within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the Construction Manager. In cases where the Contractor does not submit a Time Impact Analysis for a specific change order, delay, or Contractor request within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

a. Approval or rejection of Time Impact Analyses by the Construction Manager and the City will be made within fifteen (15) days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.

b. Upon mutual agreement by both parties, schedule revisions illustrating the influence of change orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

5.0 WEEKLY ACTIVITIES PLAN

On the last working day of every week the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity's I-J or Activity number as provided in the Construction Schedule.

6.0 CASH FLOW PROJECTION

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

7.0 WORKHOUR PROJECTION

A work hour projection shall be submitted with the Construction Schedule. The projection shall list projected work hours for each intended trade. This applies to the Contractor and the Subcontractors as listed in the bid. The projection shall include work hours for project management, superintendence and administration. The work hour projection shall be revised and resubmitted when revisions to the Construction Schedule will result in changes to the projected manpower.

***** END OF SECTION *****

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SECTION 01400 - QUALITY CONTROL

1.0 QUALITY CONTROL

All materials and equipment shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and equipment to be tested and inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

2.0 INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall notify the Construction Manager before noon of the working day before inspection is required. If the Specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice, in writing, of its readiness for inspection. Unless otherwise determined by the Construction Manager, all inspections shall be done only in the presence of the Construction Manager or its authorized representatives. The City, Construction Manager, Design Consultant and authorized government agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefore has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner whatsoever without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require that such work be uncovered for examination; defective work, if any, corrected; and recovered at the Contractor's expense.

3.0 SAMPLES AND TESTS

At the option of the Construction Manager, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of materials to be used in the Work in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

Certificates of compliance shall be provided by the Contractor as required in the Technical Specifications.

3.1 Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager, without charge. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Construction Manager or Testing Firm in the presence and with the assistance of the Contractor.

3.2 Testing

Unless otherwise provided, all initial testing for concrete and soils shall be at no expense to the Contractor and shall be performed in the City's laboratory or in a laboratory designated by the City. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the Construction Manager, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

3.3 Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

***** END OF SECTION *****

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.0 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall respond to public complaints when requested by the City.

2.0 TEMPORARY UTILITIES

2.1 Electrical Service

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities. Electric power may be available for the Contractor's use, on a site specific basis, and at the City's sole discretion.

2.2 Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for the disposal of all water used in the course of construction in accordance with all local, state and national laws.

2.3 Temporary Lighting

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

2.4 Heating and Ventilation

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly

placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

2.5 Sanitary Conveniences

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

3.0 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

3.1 Staging and False work

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the Construction Manager, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with Section 00700-4.12, Safety.

3.2 Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures. The Contractor shall comply with the San Joaquin Valley Unified Air Pollution Control District regulations for such work.

3.3 Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

A. Hazards in public right-of-way:
   Contractor shall:
   1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours:

a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.

2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades:
   a. During hours of darkness, provide warning lights at close intervals.

3.4 Above Grade Protection

On multi-level structures the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of Title 8, California Code of Regulations.

3.5 Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire Prevention Bureau; and all work shall be governed by the Health & Safety Code and any amendments or existing Articles of the National Board of Fire Underwriters Fire Prevention Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

4.0 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property. The Contractor is responsible for the following, at no additional cost to the City:

a. The Contractor shall conduct operations in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

b. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. If damaged or removed because of the Contractor's operations, they shall be restored or replaced as required to return the property to its prior condition and location, or better, as is reasonably possible. Lawns shall be re-sod, or re-seeded and covered with suitable mulch if appropriate sod is not available.

c. The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

d. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.

e. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the Owner determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.

f. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

g. In coordination with the appropriate authorities probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur. In the event interferences in construction are encountered with the various existing improvements, the City reserves the right to appropriately change the alignment and grade of the facilities.

h. Provide for the flow of all sewers and drains interrupted during the progress of the Work, in a manner acceptable to the City and immediately cart away and remove all offensive matter at no additional cost to the City.

Where interruption of existing utilities occurs as the result of the Contractor's activity for this Work, whether intentional or accidental, repairs to the interrupted utility shall be performed by the Contractor in a manner acceptable to the Owner unless instructed otherwise in these Contract Documents. The repairs, including materials used, shall be performed in accordance with the requirements of the respective utility as well as the requirements of the Contract Documents for this Project. Where a conflict exists between the requirements of the respective utility and those of the Contract Documents for this Project, the more stringent of the two shall apply unless instructed otherwise by the Owner.

5.0 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury and shall comply with the City's security measures.

5.1 Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations. The local fire marshal shall have jurisdiction in determining the appropriate level of protection required.

5. 2 First aid

Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.

5.3 Temporary Fences

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

6.0 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

7.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

7.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the Construction Manager, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

7.2 Mud Control

The Contractor shall: Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.

7.3 Noise Abatement

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

7.4 Working Hours

Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays and nine (9:00) a.m. to six (6:00) p.m. on weekends and holidays, unless otherwise approved by the City.

Normal working hours are defined as between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, Summary of Work, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

The Contractor shall notify the Construction Manager at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays. No work outside normal working hours will be allowed to take place without proper notification and approval by the construction manager.

7.5 Drainage Control

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to ensure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

7.6 Construction Cleaning

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. The Contractor shall clean up not less than at the end of each work day, all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other City facilities still in operation.

All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from its operations.

Before final inspection of the work, the Contractor shall clean the project site, material sites, and all ground occupied by him in connection with the work of all rubbish, excess materials, false-work,

temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the City.

Full compensation for all site maintenance and cleanup will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

7.7 Disposal of Material

The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required Federal, State, and local regulations pertaining to such disposal.

7.8 Parking and Storage Areas

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the Construction Manager.

8.0 TRAFFIC REGULATION

8.1 General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without notifying the property owner and access must be restored during all non-working hours. Safe access must be maintained for pedestrian traffic throughout the work area at all times.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and any affected agency. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies.

The Contractor shall not block or obstruct fire lanes at any time.

8.2 Haul Routes

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s).

8.3 Traffic Control

Traffic control shall be in accordance with the California Department of Transportation Traffic Manual. The Contractor shall submit for approval, by the City and any other applicable agency, its traffic control plans prior to work on public streets.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the Construction Manager may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense.

9.0 PROJECT OFFICE

The Contractor shall maintain on the project site a suitable office or other protected area in which shall be kept project copies of the Contract Documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the City and Construction Manager during normal working hours.

10.0 CONTRACTOR'S SAFETY RULES

The Contractor shall execute and abide by all terms and conditions of the City's "Contractor's Safety Rules," a copy of which is included at the end of this section. The Contractor shall post "Contractor's Safety Rules" on the job site for the entire construction period for this Project.

***** END OF SECTION *****

CITY OF STOCKTON
DEPARTMENT OF MUNICIPAL UTILITIES

CONTRACTOR'S SAFETY RULES

THESE SAFETY RULES ARE TO INFORM YOU OF CERTAIN SAFETY AND HEALTH REQUIREMENTS THAT MUST BE FOLLOWED WHILE WORKING AT THE REGIONAL WASTEWATER CONTROL FACILITY MAIN PLANT, TERTIARY PLANT, PUMP STATIONS OR OTHER MUNICIPAL UTILITIES DEPARTMENT SITES.

1. DRINK ONLY BOTTLED WATER. DO NOT DRINK FROM ANY FAUCET, PIPELINE OR HOSE WHILE WORKING AT THE MAIN PLANT, TERTIARY PLANT, OR SMITH CANAL PUMP STATION.

2. STRICT ADHERENCE TO CONFINED SPACE ENTRY PROCEDURES OUTLINED BY CAL-OSHA TITLE 8 ARTICLE 108 MUST BE FOLLOWED.

3. WASH HANDS THOROUGHLY BEFORE EATING OR DRINKING.

4. WORK ONLY IN CONTRACTED AREAS. DO NOT WANDER THROUGH THE SITE.

5. OBSERVE THE 15 M.P.H. SPEED LIMIT ON THE MAIN PLANT AND TERTIARY SITES. OBSERVE ALL STOP SIGNS.

6. CHECK WITH THE CONTRACT MANAGER BEFORE BEGINNING ANY CONTRACTED WORK TO REVIEW ANY SPECIAL HAZARDS OR SAFE PRACTICE PROCEDURES FOR THE AREA YOU ARE WORKING IN.

7. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR WORK CREWS AND SUBCONTRACTORS REGARDING HAZARDS AND SAFE PRACTICE MEASURES REQUIRED WHILE DOING ANY WORK AT MUNICIPAL UTILITIES DEPARTMENT FACILITIES. POTENTIALLY HAZARDOUS CHEMICALS ARE STORED AND USED AT MANY M.U.D. SITES.

8. THE ABOVE RULES DO NOT EXEMPT ANY CONTRACTOR OR SUB-CONTRACTOR FROM ANY APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND RETURNED TO THE CONTRACT MANAGER. THANK YOU FOR YOUR COOPERATION.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES WHILE ON ANY MUNICIPAL UTILITIES DEPARTMENT SITE.

_____ _____
CONTRACTOR'S SIGNATURE DATE

_____
COMPANY NAME

SECTION 01600 - MATERIAL AND EQUIPMENT

1.0 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces, and covered when directed.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed therefore. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the Construction Manager.

2.0 HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the project. Hazardous materials shall be removed and legally disposed as soon as no longer needed for project work. All spills of potential pollution causing and hazardous materials shall be contained, cleaned-up, removed and legally disposed, and remediated completely at no additional cost to the City.

3.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

3.1 General

In preparing these Specifications, the Design Consultant has named those products which to its knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.

The first-named manufacturer is the basis for the project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction. Where only one product has been named by brand, it is the only

brand, trade name, or manufactured product known to the Design Consultant that meets these Specifications.

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal", are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be allowed. Reference Paragraph 00100-19.0, Substitutions During Bidding.

3.2 Substitutions

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager in accordance with Public Contract Code Section 3400, no later than thirty five (35) days after the Notice to Proceed, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the City.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

3.3 Modifications and Costs

If named alternatives or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the City, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the City, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The City shall deduct said costs from the Contract monies due the Contractor.

***** END OF SECTION *****

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SECTION 01660 - SYSTEM TESTING

The Contractor shall test the facilities as specified in the City of Stockton Standard Plans and Specifications. The Contractor shall provide all necessary facilities for conducting the tests, including but not limited to, personnel, power, water equipment, and chemicals. The Contractor shall provide the required minimum notice to the Construction Manager of its readiness and intent prior to each test.

***** END OF SECTION *****

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SECTION 01670 - TRAINING

1.0 GENERAL

Conduct an instruction program for City's operation and maintenance personnel. Provide training for the purpose of familiarizing the City's personnel with the proper operation and maintenance of all equipment. Training shall include both classroom instruction and "hands-on" instruction held at the equipment.

Additional specific requirements for each type of equipment and/or system are identified in the Specification sections covering the various project equipment and/or systems.

2.0 INSTRUCTORS

Training for an individual component within a system shall be performed by the manufacturer's factory-certified personnel. Training provided by the system fabricator, packager, integrator, or supplier shall be in addition to the component training.

Training instructors shall be trained and familiar with giving both classroom and hands-on field training.

3.0 SCHEDULING

Conduct training after the equipment has been installed, tested, and adjusted, and prior to City acceptance for beneficial occupancy or substantial completion of the respective equipment item, unless required earlier in the progress of the work the Specification section covering that equipment or system. Training shall be a prerequisite for acceptance.

Schedule instruction periods acceptable to the City, and provide formal written notice of the proposed instruction period at least fourteen (14) days prior to commencement of the instruction period. The City will review and comment on the proposed training schedule to accommodate scheduling of its shift personnel and ongoing or forecasted workload. The duration of the training sessions may vary from one hour up through multiple days, and should be based upon the complexity of the equipment involved and the training required.

For operation and routine maintenance instruction, three separate but identical training sessions for each respective equipment item or system shall be required (on different days or sets of days for multiple day sessions) to accommodate the scheduling of City's shift personnel and City's workload. For detailed maintenance and overhaul training, and for detailed troubleshooting, repair, and programming instruction for electrical and instrumentation equipment, two separate but identical training sessions (on different days or sets of days for multiple day sessions) shall be required for each respective equipment item or system.

4.0 INSTRUCTION PROGRAM

Instruction programs shall include basic system operation theory, troubleshooting, routine maintenance and repair, "hands-on" operation of equipment, and rebuild/overhaul procedures. Provide copies of all training material (graphs, diagrams, cut-a ways, charts, descriptions,

instructions, etc.) used in the training sessions for the use of City's personnel in attendance and for insertion into the O&M manuals. All training material shall become the property of the City.

Instructors shall prepare a typed agenda for each training session and submit to City with the proposed training schedule twenty-one (21) days prior to the proposed commencement of the training period. City will review and comment on the adequacy of the proposed training and training schedule. Instructors shall obtain City approval of each training session agenda prior to the start of its respective session.

Training sessions, and their respective agendas, shall be organized into topic groupings to allow City to coordinate personnel attendance with the topics being taught. For example, operators do not need to attend overhaul training. Agenda shall also include a statement of the intended audience, list of major training topics, goals and objectives for each major training topic, and motivational statements (i.e. why is this important).

Training sessions shall cover the information required in the Operation and Maintenance manuals submitted in accordance with Section 01300 and the following topics, as applicable:

a. Operation, including theory of operation, start-up procedures, shutdown procedures, instrumentation and controls
b. Lubrication, including changing of major fluids
c. Operation safety
d. Emergency situation response
e. Troubleshooting
f. Preventive maintenance procedures
g. Optimizing life of equipment components
h. Maintenance, including adjustment and/or removal and replacement of wear components
i. Overhaul and repair, including takedown procedures, disassembly and assembly
j. Programming
k. Record keeping

Training for overhaul and repair on mechanical equipment, and for troubleshooting, repair, and programming on electrical, instrumentation, and control equipment shall provide sufficient detail, duration, and quality to result in factory certification for City staff receiving such training, where factory certification is available. This training shall include an examination to determine the competency of the participating students. All tests shall be scored by the instructor and results submitted to the City. Certificates shall be issued by the manufacturer to those students demonstrating a level of competency acceptable to the manufacturer. The manufacturer/instructor shall anticipate training City staff to this level of detail as follows:

Mechanical Equipment	Two separate sessions with four City maintenance staff in each session (separate days)
Electrical, Instrumentation and control	Two separate sessions with four City maintenance staff in each session (separate days)

5.0 LOCATION

All training shall be conducted at City facilities, except that training for factory certification in troubleshooting, repair, and programming of electrical, instrumentation, and control equipment may occur at the manufacturer's facility, at the manufacturer's option. Should the manufacturer choose to conduct this factory certification training at its facilities, the Contractor shall arrange for and pay

all costs for travel, lodging, meals, and other associated expenses for City staff to travel to and from, and receive training at, the manufacturer's facility, at no additional cost to the City.

6.0 RECORDING OF TRAINING SESSIONS

Contractor shall record in color using DVD format, every session of the instruction program for each respective equipment item or system. Recording shall be performed by a person experienced in the operation of video recording equipment. Care shall be taken to properly place the camera, and provide adequate lighting and sound systems to ensure good video and audio quality. The final submitted DVD shall be subject to City approval and acceptance.

For video recording of "hands-on" training at the equipment, ambient noise shall be considered too loud to obtain satisfactory sound quality. For "hands-on" training sessions at the equipment, the recording shall be done without sound and the instructor shall dub a detailed narrative onto the recording by a means that will provide sound quality satisfactory to the City. Contractor shall propose a dubbing methodology to the City for approval prior to the first "hands-on" training session. Contractor is not required to video record factory certification training that occurs at the manufacturer's facilities, but shall record any such training that occurs at City facilities.

Label each DVD identifying the session and respective equipment item or system. Multiple sessions of the same instruction program may be contained on the same DVD, but only one equipment item or system shall be recorded on the same DVD. The original and one copy of each DVD shall be submitted to the City within seven days following completion of each respective instruction program and any post-session dubbing. Responsibility for coordinating and providing all equipment, including video recorder and microphones, necessary to satisfactorily record each session, including all associated costs, shall be borne by the Contractor at no additional cost to the City.

***** END OF SECTION *****

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SECTION 01700 - CONTRACT CLOSEOUT

1.0 INSTRUCTION MANUALS

All Instruction Manuals shall be submitted to, and approval by the Construction Manager obtained, prior to seventy-five (75) percent of the work being completed, or prior to the City taking beneficial occupancy of any equipment or facility, whichever occurs first. Incomplete or unacceptable Instruction Manuals as determined by the Construction Manager shall constitute justification for withholding all or any portion of progress payments.

2.0 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and City, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment, adjustment, and calibration, check oil levels, re-lubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

3.0 FINAL CLEANING

3.1 Final Clean Up

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

3.2 Final Building Clean-Up

On all building projects and wherever else applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:

a. Putty stains and paint shall be removed from glass; glass shall be washed and polished, inside and outside. Care shall be exercised so as not to scratch glass.

b. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.

c. Waxed woodwork shall be cleaned and polished.

d. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.

e. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.

f. Fixtures and equipment shall be cleaned, and stains, paint, dirt, and dust shall be removed.

g. Temporary floor protections shall be removed; floors shall be cleaned, waxed, and buffed.

h. Dust, cobwebs, and traces of insects and dirt shall be removed.

4.0 PROJECT COMPLETION

4.1 Substantial Completion

Substantial Completion is the date upon which written acceptance by the Owner has occurred stating that the construction of facilities is sufficiently completed in accordance with the Contract Documents, such that specific facilities can be utilized for the purpose for which they are intended, and the Owner thereupon takes beneficial occupancy of each facility.

4.2 Final Completion

Final Completion is the date upon which written acceptance by the Owner has occurred stating that the Construction of all remaining Work as required by the Contract Documents, has been completed in accordance with the Contract Documents. The following items as they pertain to all remaining Work of the Project are included in the requirements which shall be completed prior to Final Completion being certified:

a. Removal and disposal of all non-salvageable materials, and clean-up of the project area.
b. Correction of all work deficiencies and/or non-compliance items. The punch list for the entire Contract shall be resolved to the Owner's satisfaction prior to Final Completion.
c. Written certification by the Contractor stating that all the above items have been accomplished and a request that the Owner accept the project as having attained "Final Completion."

A. Submit following Closeout Submittals **upon Substantial Completion or upon completion of the Work** and at least 7 days prior to submitting Application for Final Payment:

1. Evidence of Compliance with Requirements of Governing Authorities.
2. Project Record Documents
3. Operation and Maintenance Manuals.
4. Warranties and Bonds.
5. Keys and Keying Schedule.
6. Evidence of Payment and Release of Liens and/or Stop Payment Notices as outlined in Conditions of the Contract.
7. Release of claims as outlined in Conditions of the Contract.
8. Survey Record Documents as specified in Section 01722.
9. Certificate of Final Completion.

4.3 PROJECT RECORD DOCUMENTS

A. Maintain at Project site, available to the City and Construction Manager, 1 copy of the Contract Documents, shop drawings, and other submittals in good order:
   1. Mark and record field changes and detailed information contained in submittals and change orders.
   2. Record actual depths, horizontal and vertical location of underground pipes, duct banks, and other buried utilities. Reference dimensions to permanent surface features.
   3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
   4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits and filled conduits.
   5. Provide schedules, lists, layout drawings, and wiring diagrams.
   6. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

B. Maintain documents separate from those used for construction:
   1. Label documents "RECORD DOCUMENTS."

C. Keep documents current:
   1. Record required information at the time the material and equipment is installed and before permanently concealing.

D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

E. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.

5.0 GUARANTEE

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract, including all work and materials provided by subcontractors or manufacturers of packaged equipment components, will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Substantial Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall execute and submit a completed Warranty Form prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

If a specific item (or items) of equipment or material cannot be utilized by the City at Substantial Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the City is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said replacement items, or the performance of said repair or replacement work.

Within the guarantee period and upon notification of the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the City, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor and its Surety. If, within ten (10) days, unless specified otherwise by the City, after the City gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the City may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor and its Surety. In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor and its Surety.

The City and the Contractor agree that guarantee period on the parts of the work possessed and used by the City in accordance with Paragraph 00700-3.5, City's Right to Use or Occupy**,** shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further agree that such possession and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Prior to the expiration of the guarantee period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this Section, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

***** END OF SECTION *****

TECHNICAL SPECIFICATION

A. Scope of Work

The Contractor shall furnish and install new rubber expansion joints, and any necessary ancillary parts needed to complete the rubber expansion joint assembly, i.e. retaining rings and/or mating flanges for the digester gas pipeline at the City of Stockton Regional Wastewater Control Facility (RWCF). Contractor shall also replace all steel bolts in kind.

B. Submittals

1. Contractor shall submit information in accordance with Section 01300, Submittals.

2. The contractor shall submit the following information:
    a. Product and Manufacturer's Data – Manufacturer's catalog cut with highlighting to shown compliance with specified features.
    b. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.
    c. Submit certification by manufacturer that the materials and equipment selected are suitable for methane gas applications and are UV resistant.

C. Materials

1. Digester Gas Service Expansion Joints**:**
    a. Expansion joints shall be suitable for 150 psi maximum operating pressure, with tap flanges to ANSI standards for indicated pressure rating.
    b. Expansion joint carcass or body shall be of synthetic elastomer chlorobutyl, for the tube and cover, and synthetic fabric reinforcement suitable for the intended service.
    c. Expansion joints shall be UV resistant and methane resistant.
    d. Furnish retaining rings and control unit assemblies with all non-metallic expansion joints.
    e. Design molded expansion joints to provide the following minimum movements:

Elongation:	1 inch
Compression:	2 inches
Lateral:	1 inch
Angular:	4 degrees

    f. Expansion joints shall be manufactured by Proco Series 240, General Rubber Style 1101, or approved equal.
    g. Gaskets shall be Victaulic, Vic-Flange style, Grade T (Nitrile), or approved equal

2. Bolts:
    a. ASTM A276
        i. Tensile Strength: 75,000 psi minimum
        ii. Yield Strength: 30,000 psi minimum
        iii. Elongation: 35 percent maximum
        iv. Reduction of area: 45 percent maximum

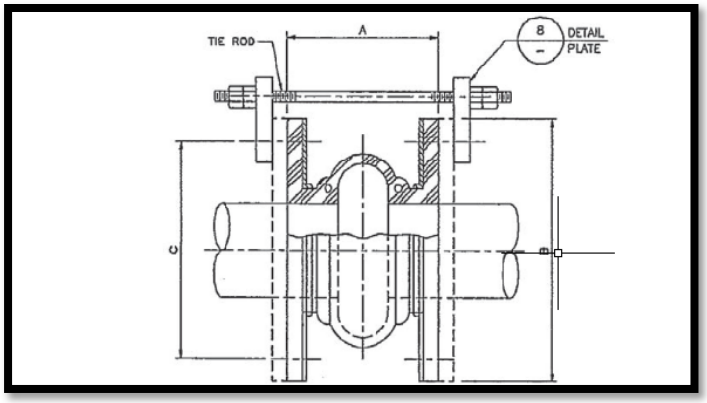


Figure 1. As-built Detail – Molded Expansion Joint, See Appendix A, Sheet M-0.1

Table 1. Molded Expansion Joint Notes, Match Figure 1 above.

Size I.D. (inch)	Number of Expansion Joints to be Replaced	"A" (inch)	"B" O.D. (inch)	Bolt Circle (inch)	Number of Bolt Holes	Bolt Hole Size (inch)	Connection Type
10	2	8	16	14-1/4	12	1	Non-Welded Flange
16	4	8	23-1/2	21-1/4	16	1-1/8	Non-Welded Flange
20	10	8	17-1/2	25	20	1-1/4	Welded Flange



Figure 2. Welded Pipe-Flange Connection



Figure 3. Non-Welded Pipe-Flange Connection

D. <u>Expansion Joint Replacement</u>

1. The Contractor shall coordinate with the City Representative two weeks prior to the start of

expansion joint replacement. The Contractor shall only have two (2) working days to complete the expansion joint replacement portion of the work, see Section F.

2. All other work part of this contract: mobilization, preparation and take down of construction facilities/access equipment is not limited by the 2-day constraint.

3. All non-welded flanges are gasketed at the flange connection to the steel pipe. Contractor shall replace all rubber gasket seals in-kind.

4. It is not known if the digester gas pipeline contains sediment. Any sediment encountered during the removal of the existing joints from the pipeline can be disposed of onsite at no additional cost to the City. All other materials and equipment removed shall become the property of the Contractor.

5. Contractor shall install new steel bolts when reconnecting the new expansion joint assembly.

6. After the expansion joints are installed, the Contractor shall inspect for leaks as the digester gas system is placed back on-line. The Contractor shall make all adjustments necessary to tighten up any areas detected to be leaking.

7. Non-sparking tools shall be utilized for the duration of this work.

E. Warranty

1. Warranty: All expansion joint replacements at the digester gas line, performed by the Contractor, shall be warranted against failure due to faulty workmanship and/or materials for a period of one (1) year after Final Completion of work.

   Expansion joint failure is defined as cracking, embrittlement, or softening and failure to provide a leak proof seal. The Contractor shall remove and replace all failures at their expense. If any repair is necessary during the warranty period, a new one (1) year warranty period shall start at the date the system is placed back on-line.

F. Coordination

1. The RWCF is currently undergoing major construction activities throughout various areas of the plant, which is not a part of this contract. The existing construction project at the RWCF is anticipated to be continuing throughout the time of the expansion joint replacement. As such, the Contractor shall have to coordinate with the City Representative's and existing construction team onsite prior to the start of work to limit any further disruptions or conflicts.

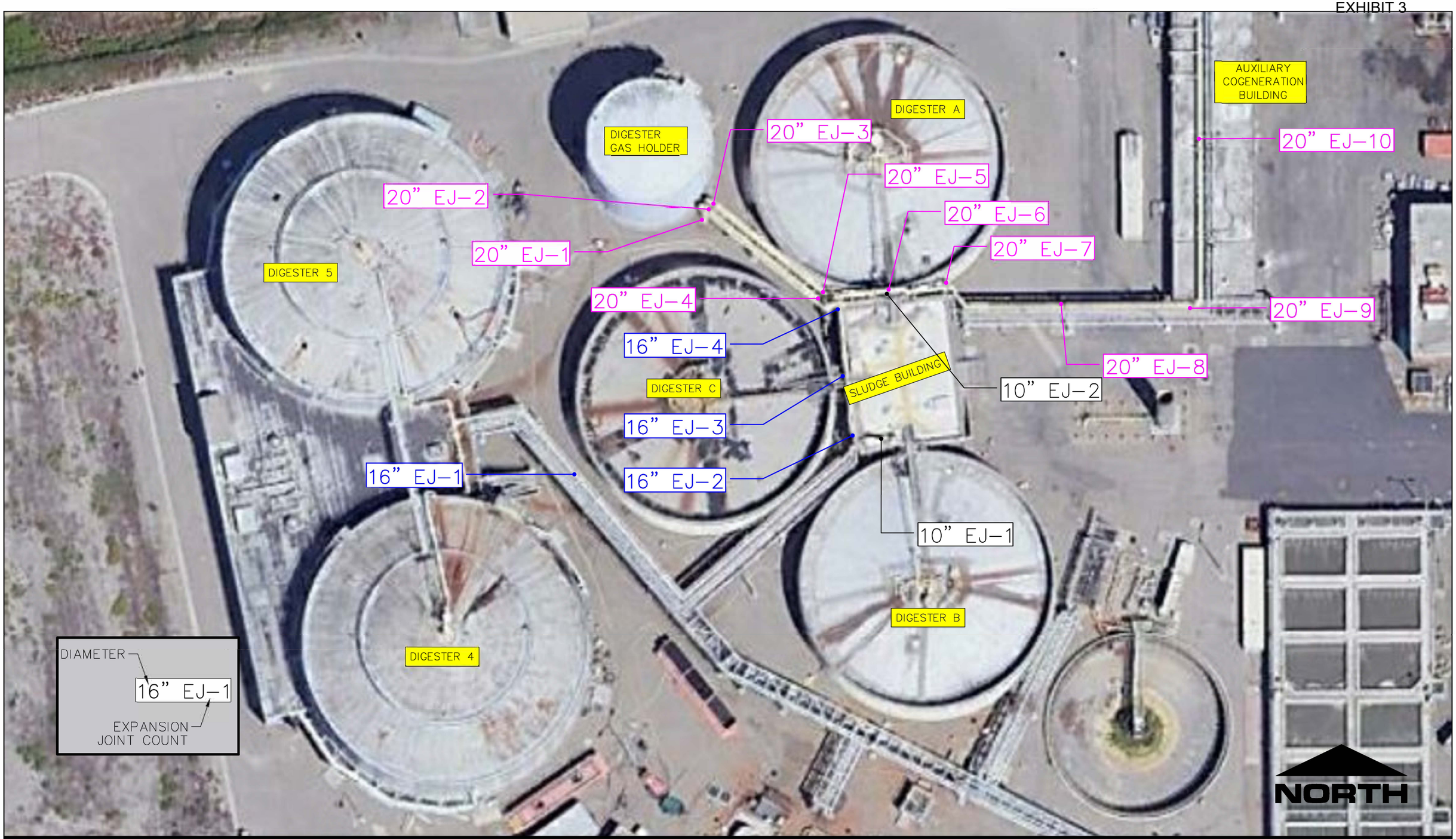
2. In order for the expansion joints to be replaced, the cogeneration system has to be shut down temporarily. The City can provide a 2 day maximum shutdown as a means to complete this work. The Contractor shall notify the City upon furnishing all equipment and materials needed for the expansion joint replacement. Upon notification, the City will assume the Contractor's readiness to perform the work. The City's Regional Wastewater Control Facility (RWCF) staff will then coordinate a system shutdown of the cogeneration system. Contractor shall anticipate beginning work approximately one week to two weeks following their notification and upon receiving a confirmed notice of the agreed-upon shut-down date, by the City.

3. The City shall coordinate with the Contractor and finalize a specific date for the system shut down.

4. The RWCF will shut-down the Cogeneration system for a maximum of two (2) working days. Contractor shall have a total of two (2) working days to perform the installation of the expansion joints.

5. Shut-down shall only take place during a regular work week, Monday – Friday. Contractor can work continuously throughout that time in order to meet the two (2) calendar shut-down constraint.

EXHIBIT 3



SCALE: N.T.S.	**PROJECT - SITE MAP**	SHEET NO. 1
DESIGNED BY: AC		
DRAWN BY: AC	**CITY OF STOCKTON** **REGIONAL WASTEWATER CONTROL FACILITY** **DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	OF 13 SHEETS
CHECKED BY: AG		PROJECT NO. UW21013
DATE: JUNE 2022		

EXHIBIT 3

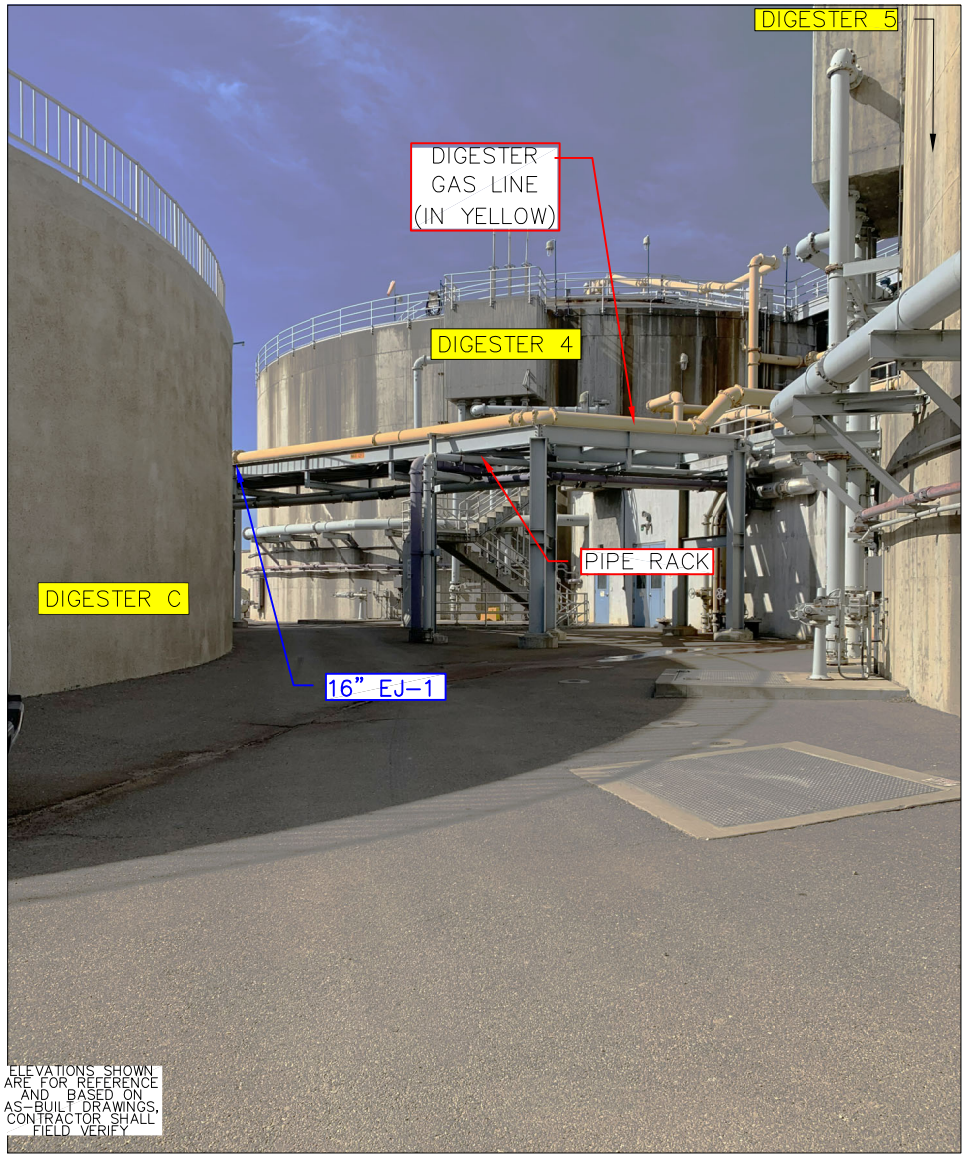


PHOTO 1 – SOUTH VIEW, BETWEEN DIGESTER 5 AND DIGESTER C AT GROUND LEVEL



PHOTO 2 – EAST VIE FACING DIGESTER C, FROM TOP OF DIGESTER 4 ROOF

SCALE: N.T.S.	**DIGESTER GAS LINE FROM DIGESTER 4 AND DIGESTER 5**	SHEET NO.
DESIGNED BY: AC		**2**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**



PHOTO 3 – NORTH VIEW, BETWEEN DIGESTER 4 AND DIGESTER C AT GROUND LEVEL

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN DIGESTER 4 AND DIGESTER C**	SHEET NO. **3**
DESIGNED BY: AC		
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO. **UW21013**
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	

EXHIBIT 3

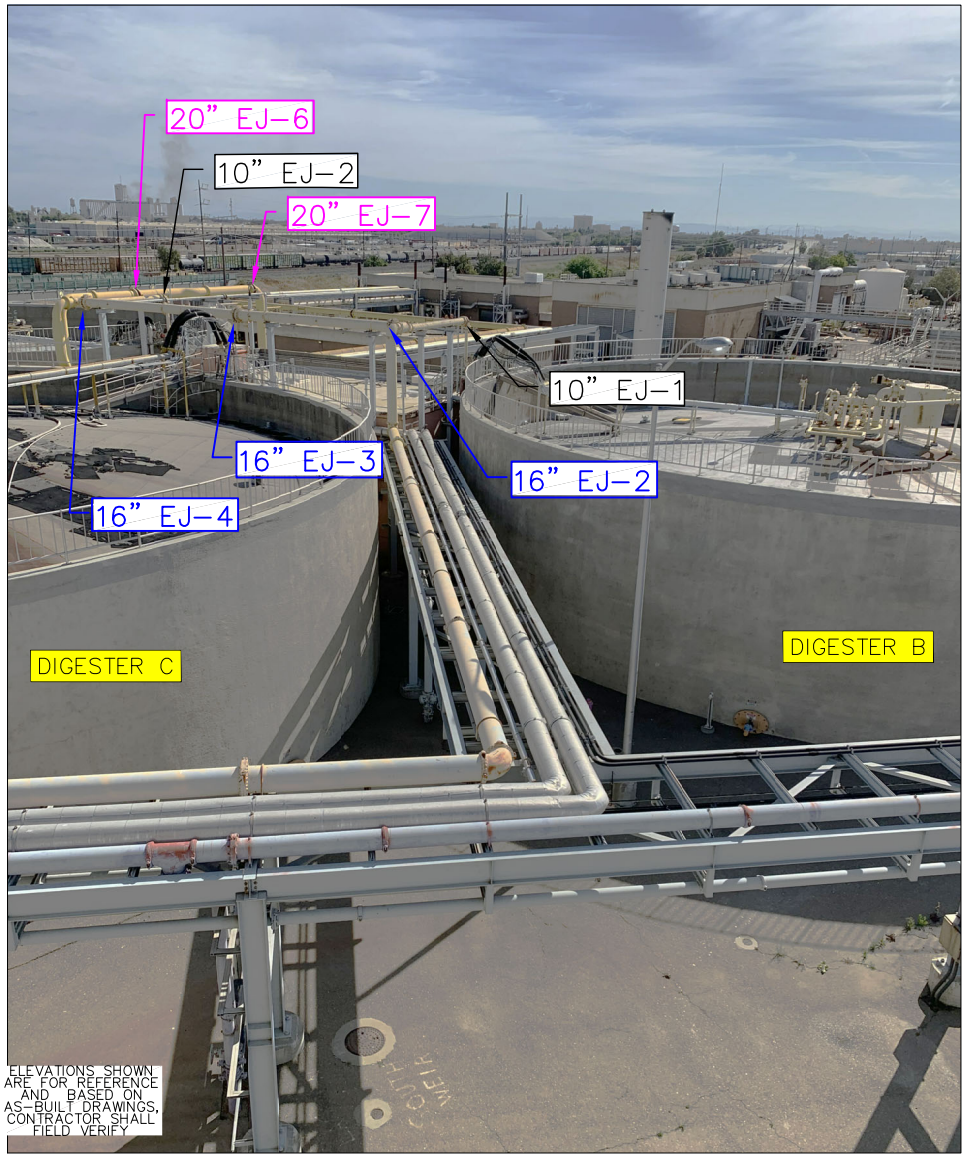


PHOTO 4 – WEST VIEW, BETWEEN DIGESTER B AND DIGESTER C FROM DIGESTER 4 ROOF

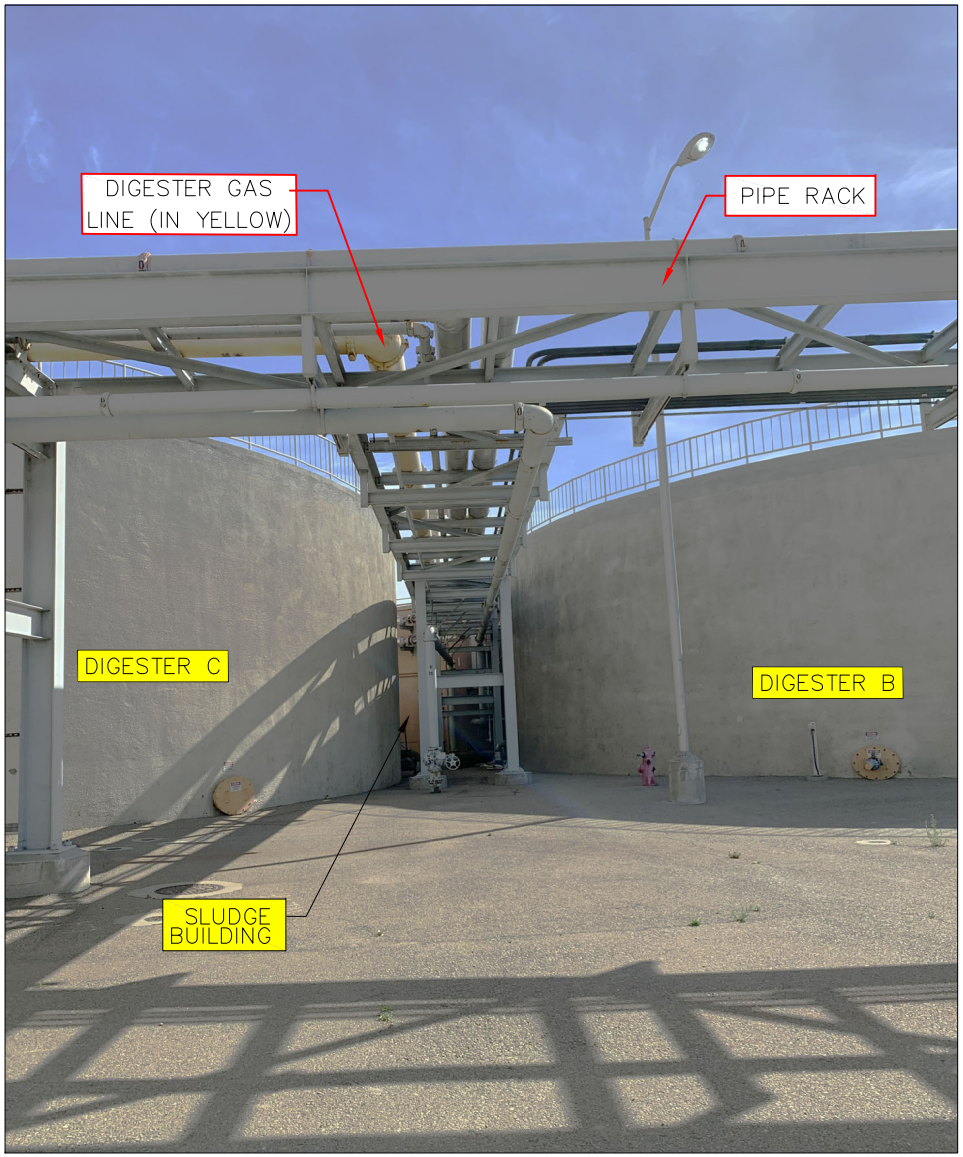


PHOTO 5 – EAST VIEW, BETWEEN DIGESTER B AND DIGESTER C AT GROUND LEVEL

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN DIGESTER C AND DIGESTER B**	SHEET NO.
DESIGNED BY: AC		**4**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

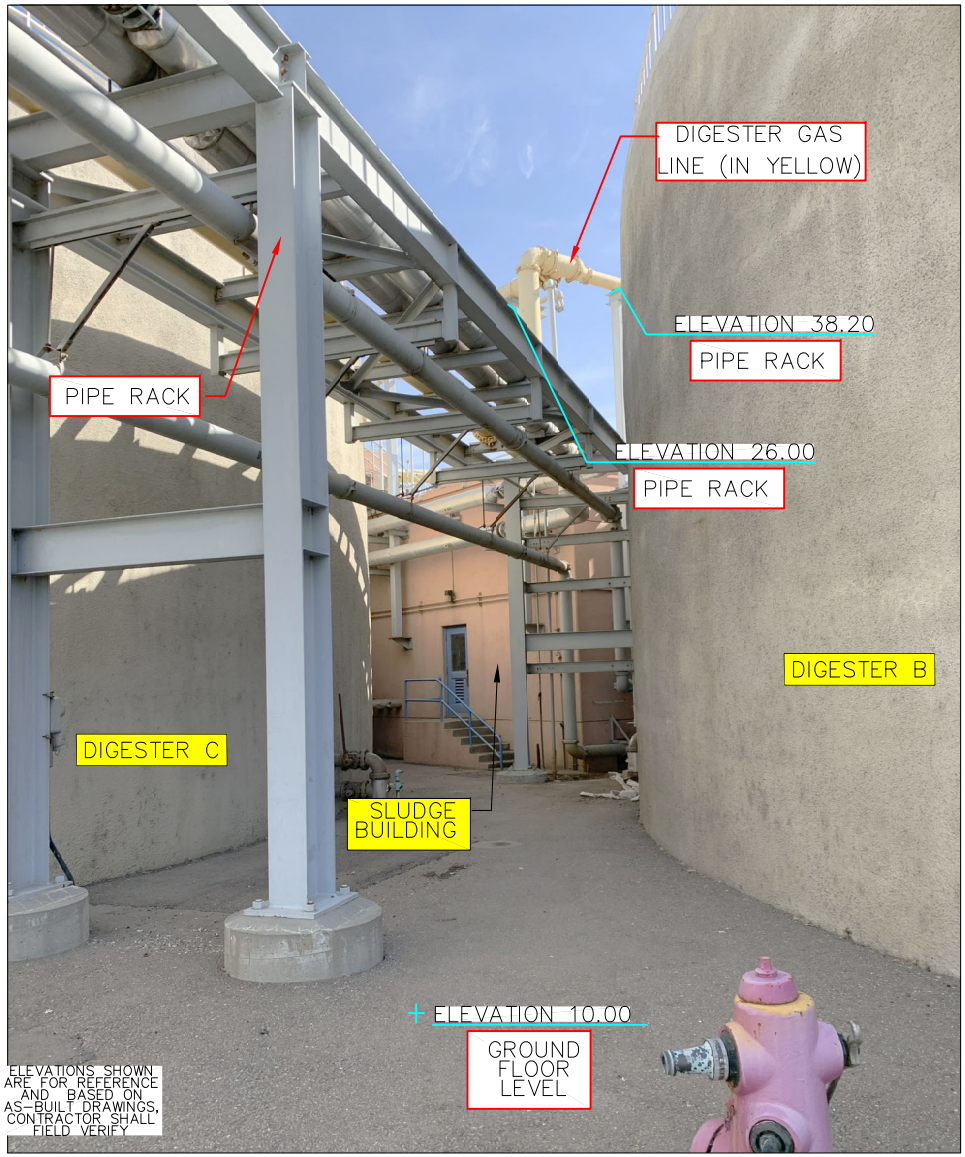


PHOTO 6 – EAST VIEW, BETWEEN DIGESTER B AND DIGESTER C AT GROUND LEVEL

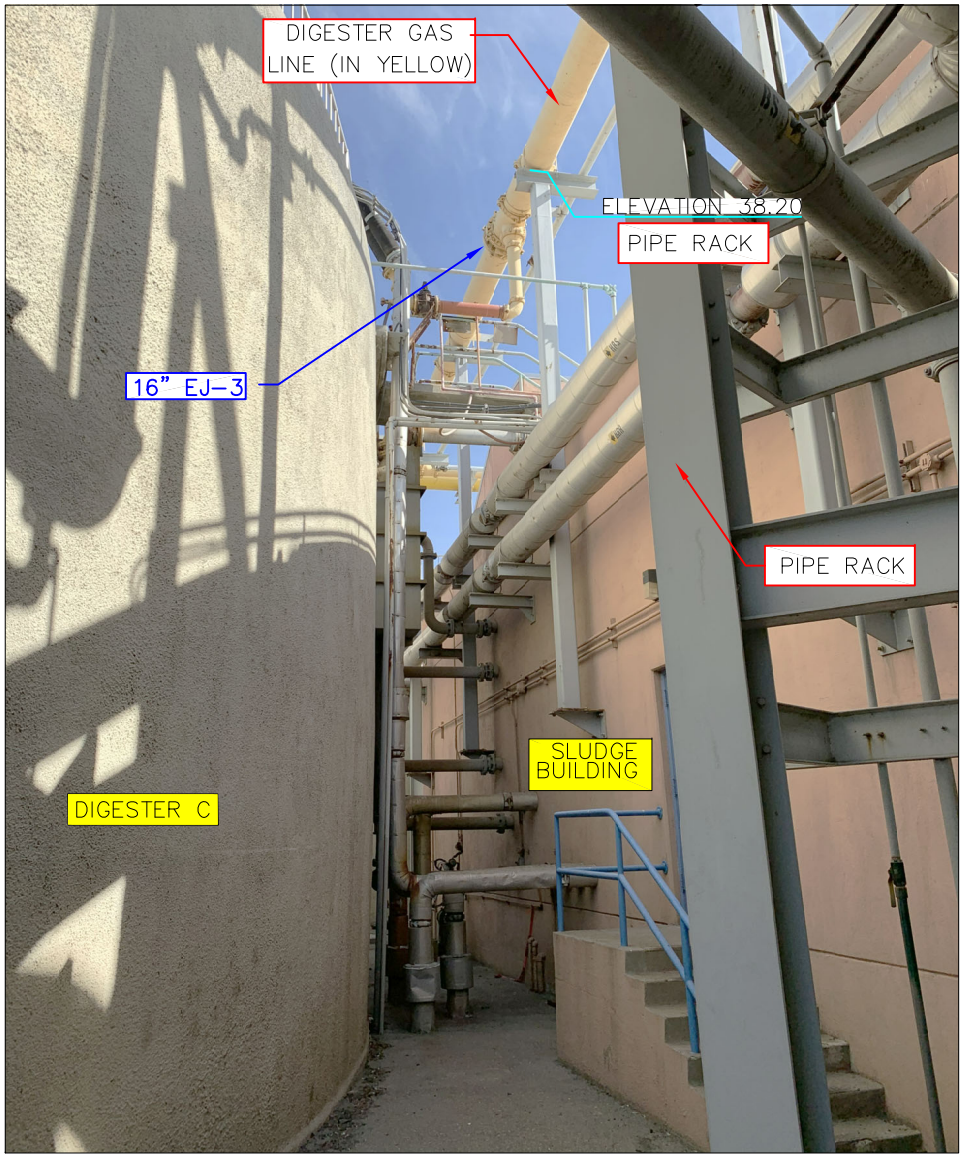


PHOTO 7 – NORTH VIEW, BETWEEN SLUDGE BUILDING AND DIGESTER C AT GROUND LEVEL

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN DIGESTER C AND SLUDGE BUILDING**	SHEET NO.
DESIGNED BY: AC		**5**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

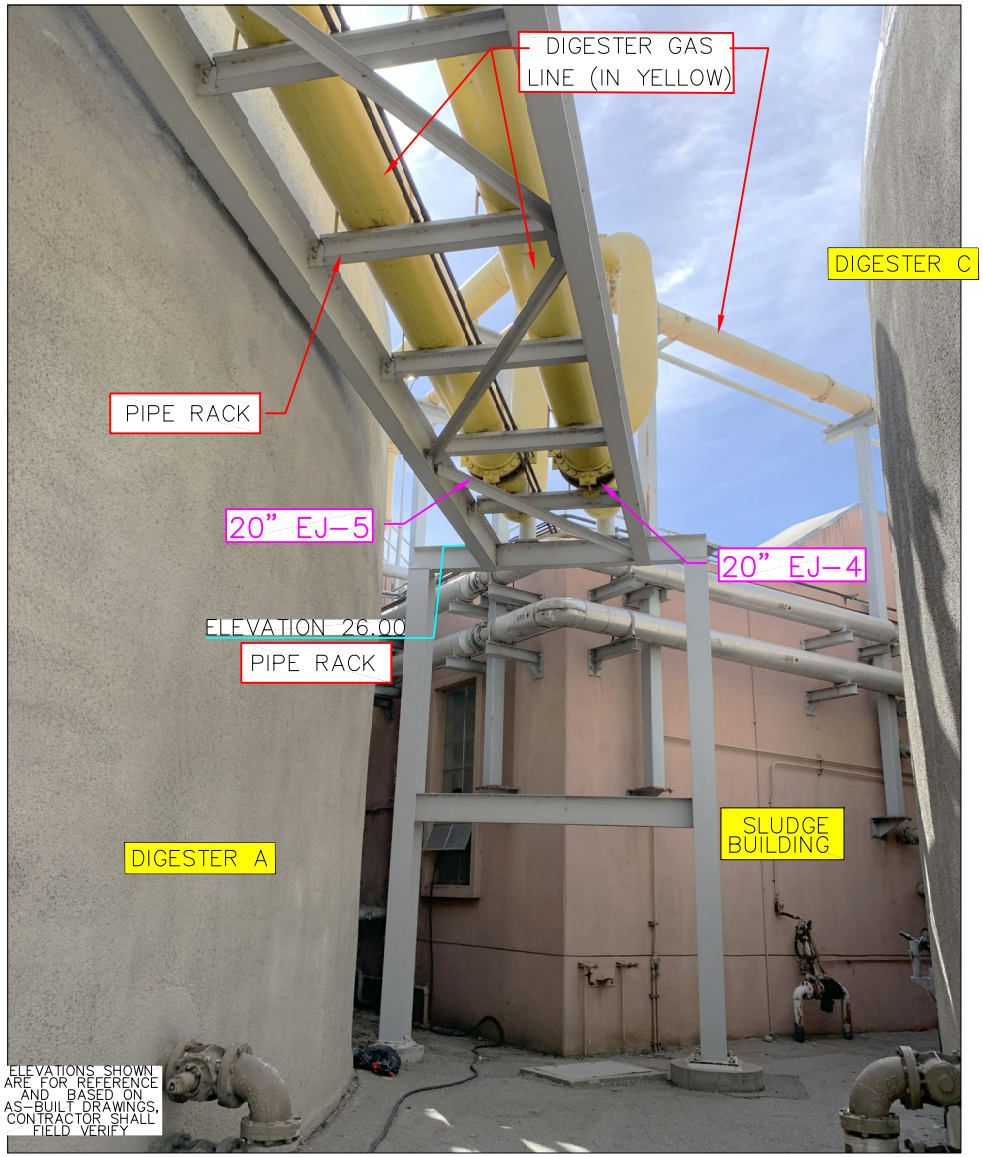


PHOTO 8 – SOUTH-EAST VIEW, BETWEEN DIGESTER A AND DIGESTER C AT GROUND LEVEL

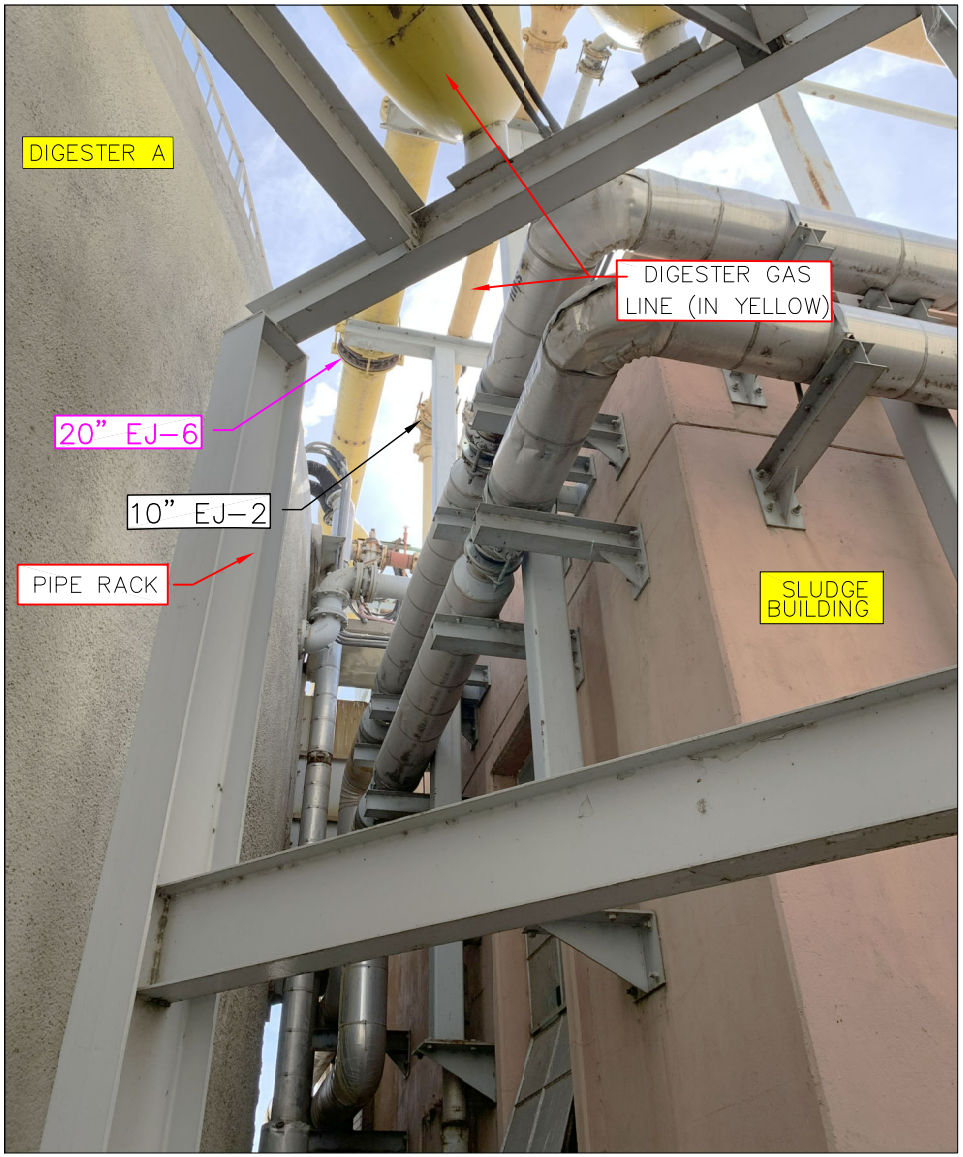


PHOTO 9 – EAST VIEW BETWEEN DIGESTER A AND SLUDGE BUILDING AT GROUND LEVEL

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN DIGESTER A AND SLUDGE BUILDING**	SHEET NO.
DESIGNED BY: AC		**6**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

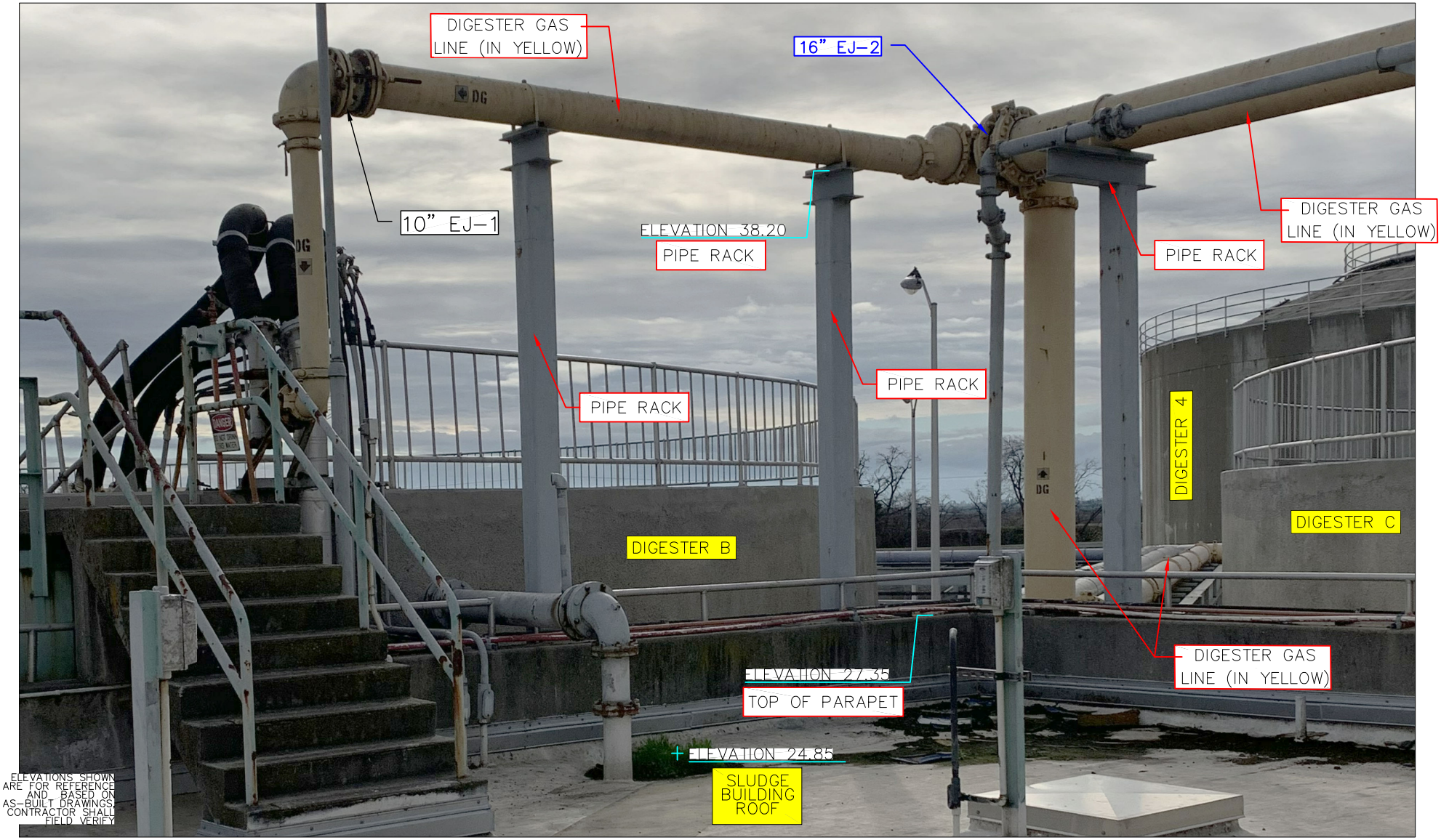


PHOTO 10 – SOUTH-WEST VIEW FROM SLUDGE BUILDING ROOF, WALKWAY TO DIGESTER B

SCALE: N.T.S.	**DIGESTER GAS LINE ON SOUTH-WEST SIDE OF SLUDGE BUILDING**	SHEET NO.
DESIGNED BY: AC		**7**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

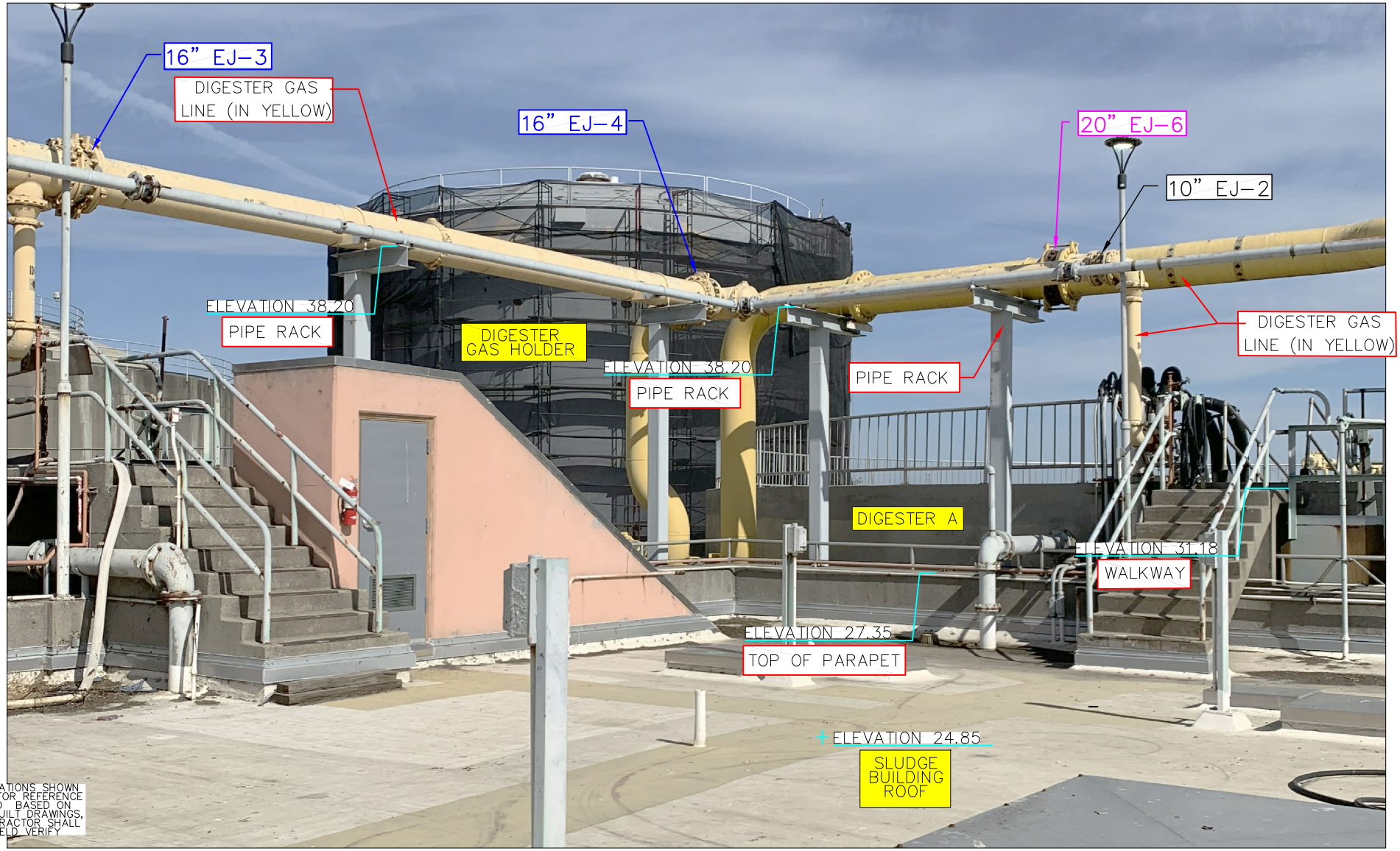


PHOTO 11 – NORTH-WEST VIEW FROM SLUDGE BUILDING ROOF, WEST SIDE

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN SLUDGE BUILDING, DIGESTER A AND DIGESTER C**	SHEET NO.
DESIGNED BY: AC		**8**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

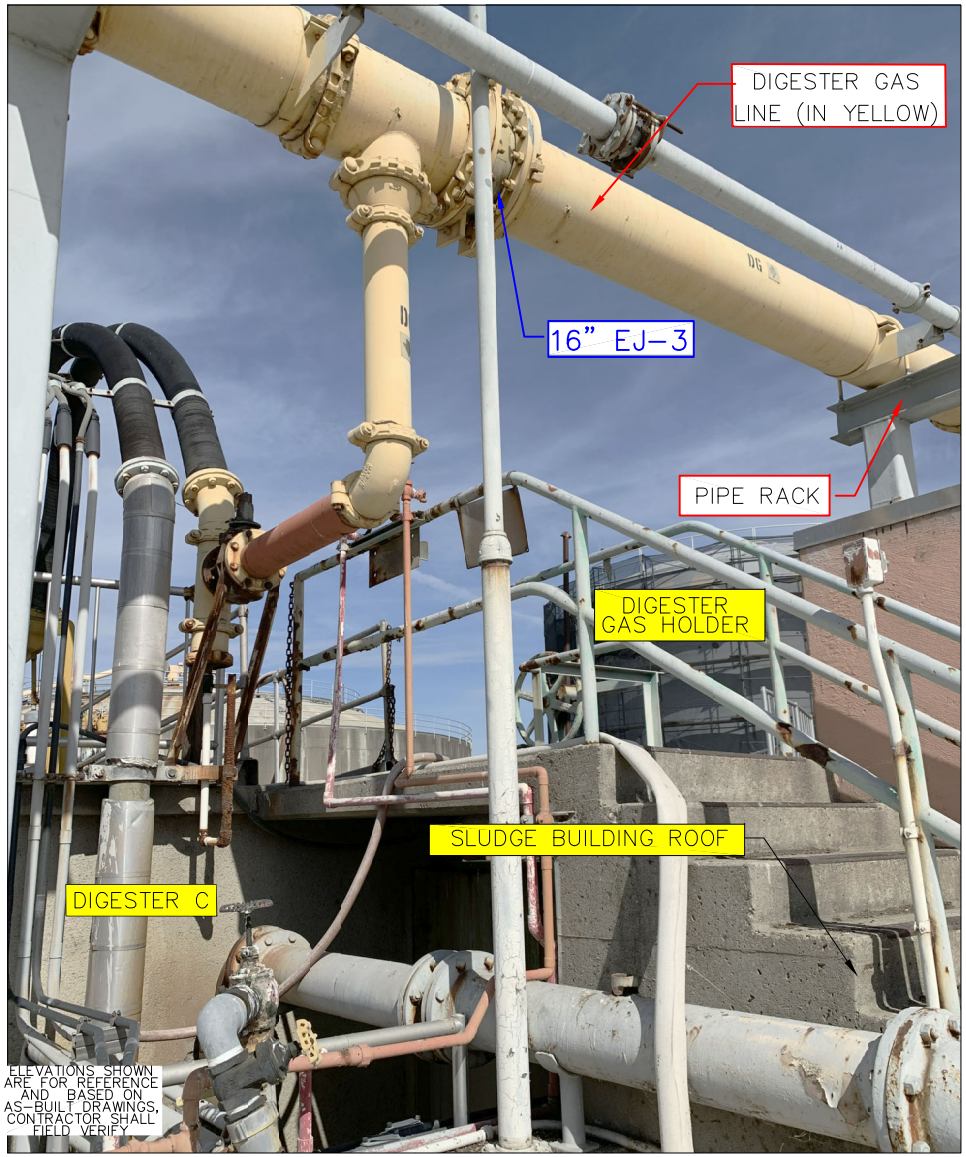


PHOTO 12 – NORTH-WEST VIEW FROM SLUDGE BUILDING ROOF, WALKWAY TO DIGESTER C ROOF

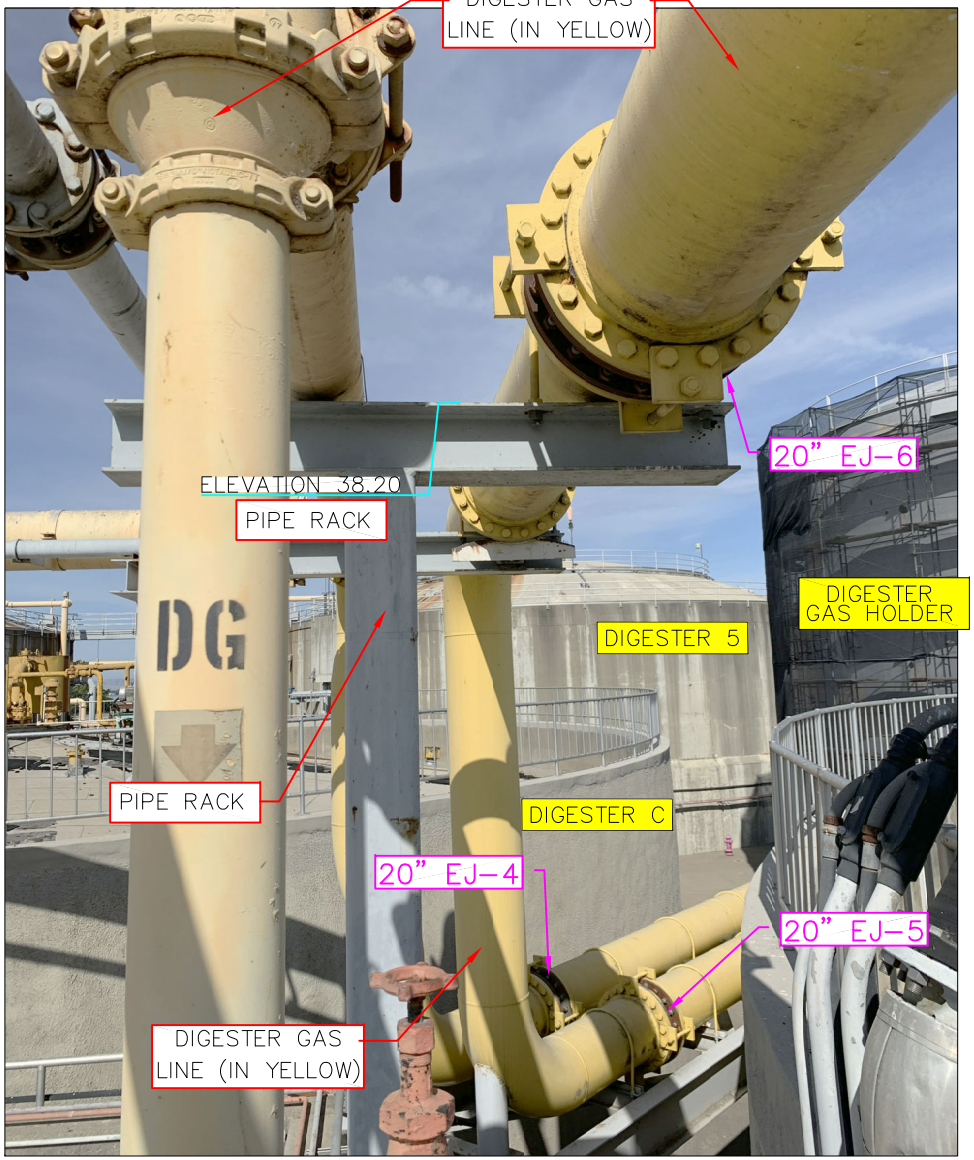


PHOTO 13 – WEST VIEW FROM SLUDGE BUILDING ROOF, BETWEEN DIGESTER C AND DIGESTER A

SCALE: N.T.S.	**DIGESTER GAS LINE ON WEST SIDE OF SLUDGE BULIDING**	SHEET NO.
DESIGNED BY: AC		**9**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

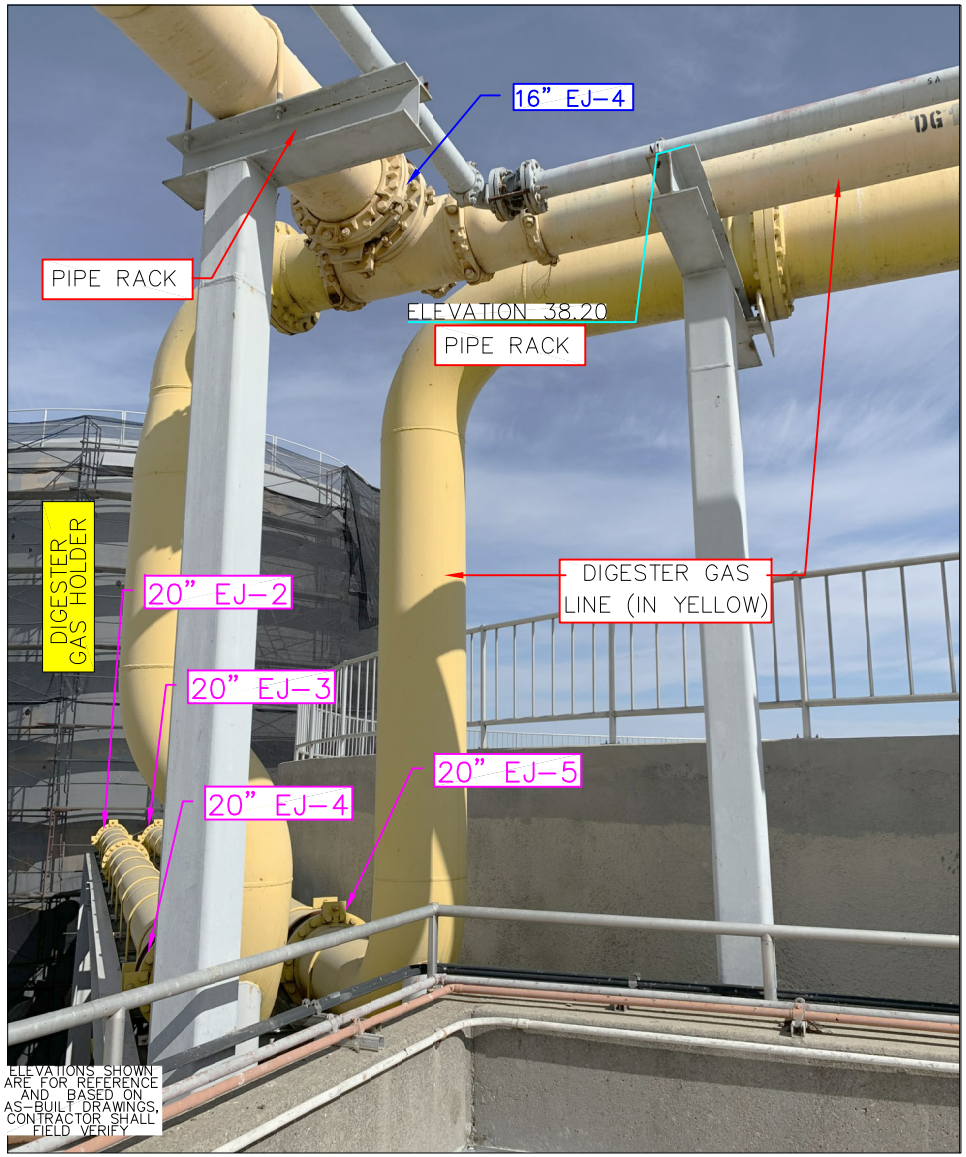


PHOTO 14 – NORTH-WEST VIEW FROM SLUDGE BUILDING ROOF, LOOKING WESTWARD TO DIGESTER GAS HOLDER

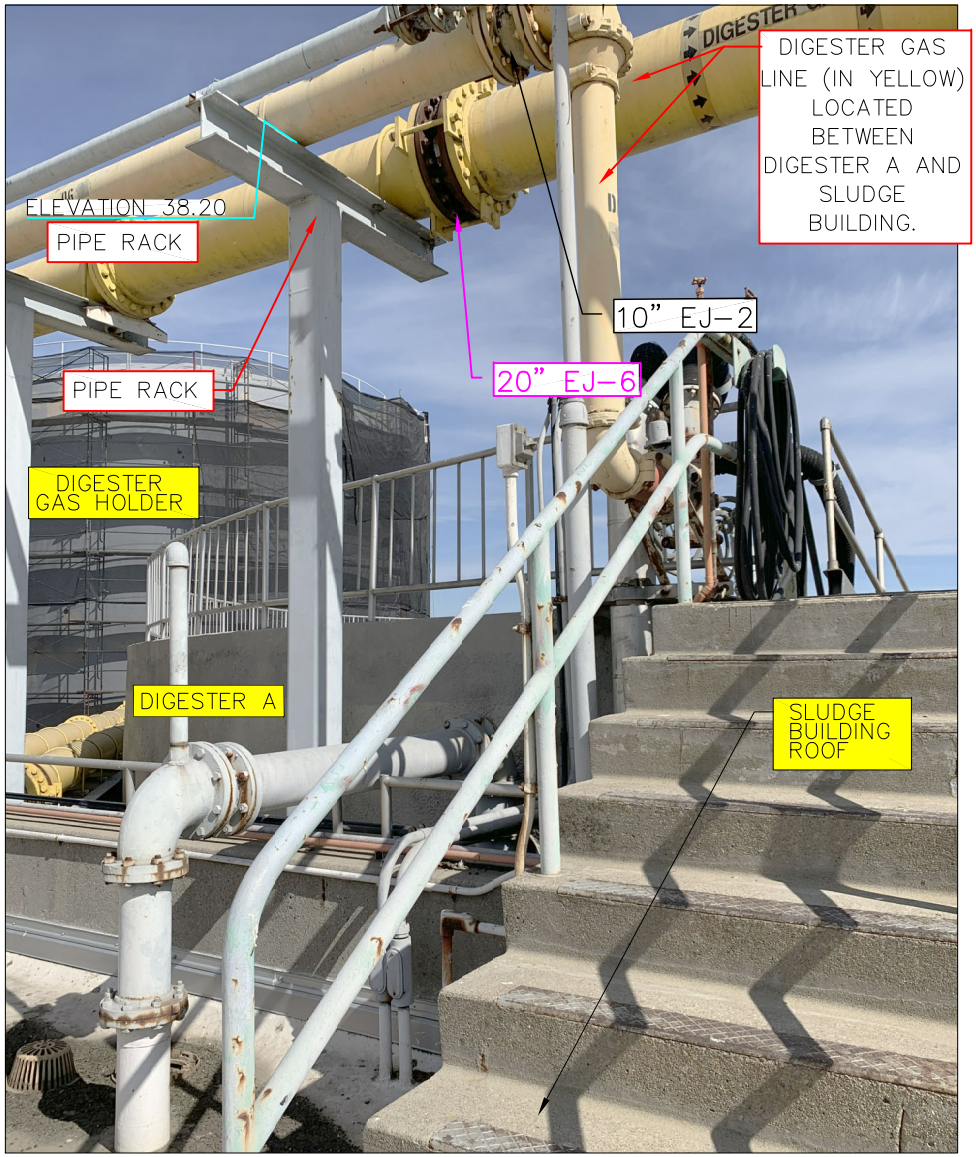


PHOTO 15 – NORTH-EAST VIEW FROM SLUDGE BUILDING ROOF, WALKWAY TO DIGESTER A ROOF

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN SLUDGE BUILDING AND DIGESTER A**	SHEET NO.
DESIGNED BY: AC		**10**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

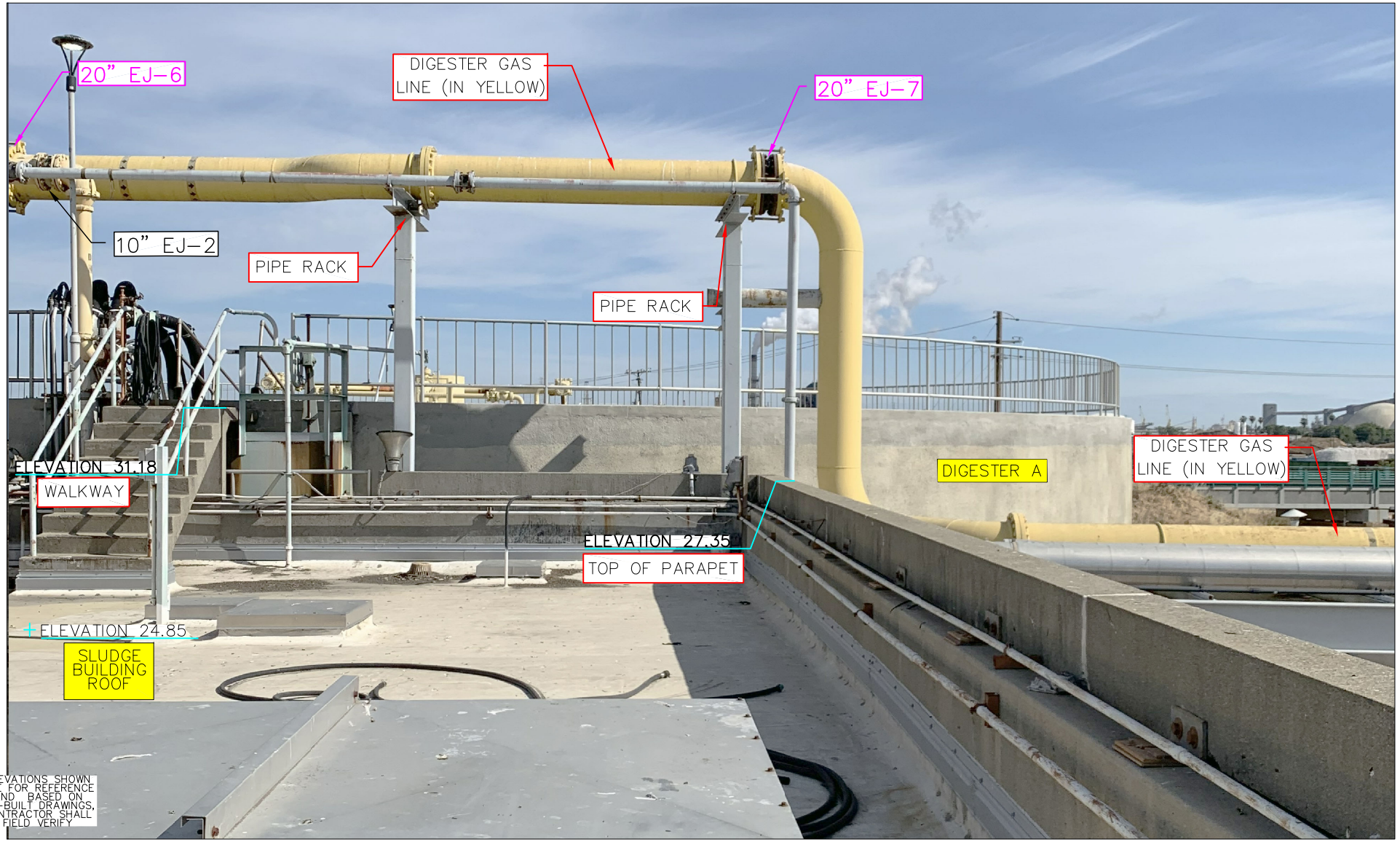


PHOTO 16 – NORTH VIEW FROM SLUDGE BUILDING ROOF, EAST SIDE

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN SLUDGE BUILDING AND DIGESTER A**	SHEET NO.
DESIGNED BY: AC		**11**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3



PHOTO 17 – NORTH-EAST VIEW FROM SLUDGE BUILDING ROOF

SCALE: N.T.S.	**DIGESTER GAS LINE BETWEEN SLUDGE BUILDING AND AUXILIARY COGENERATION BUILDING**	SHEET NO.
DESIGNED BY: AC		**12**
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO.
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	**UW21013**

EXHIBIT 3

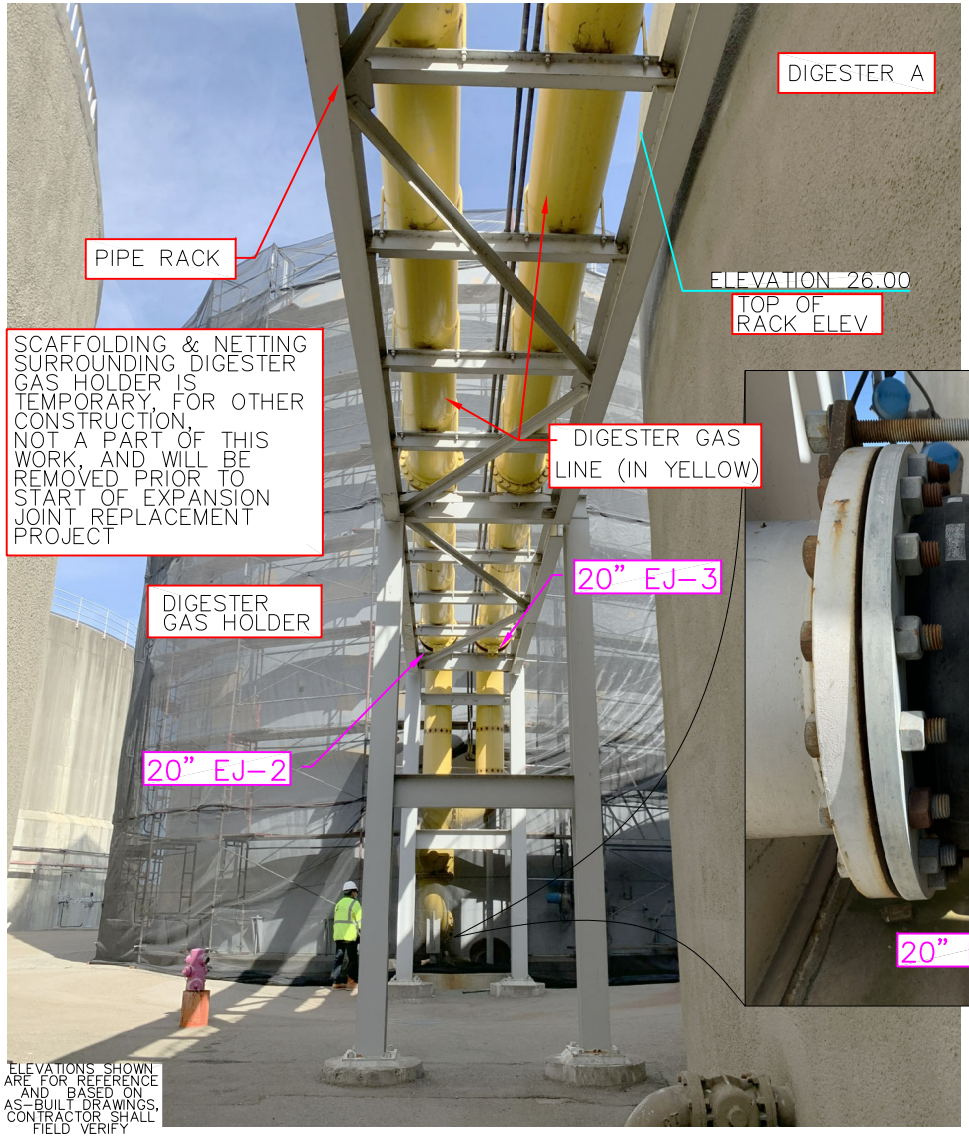


PHOTO 18 – WEST VIEW, FACING DIGESTER GAS HOLDER BETWEEN DIGESTER C AND DIGESTER A, AT GROUND LEVEL

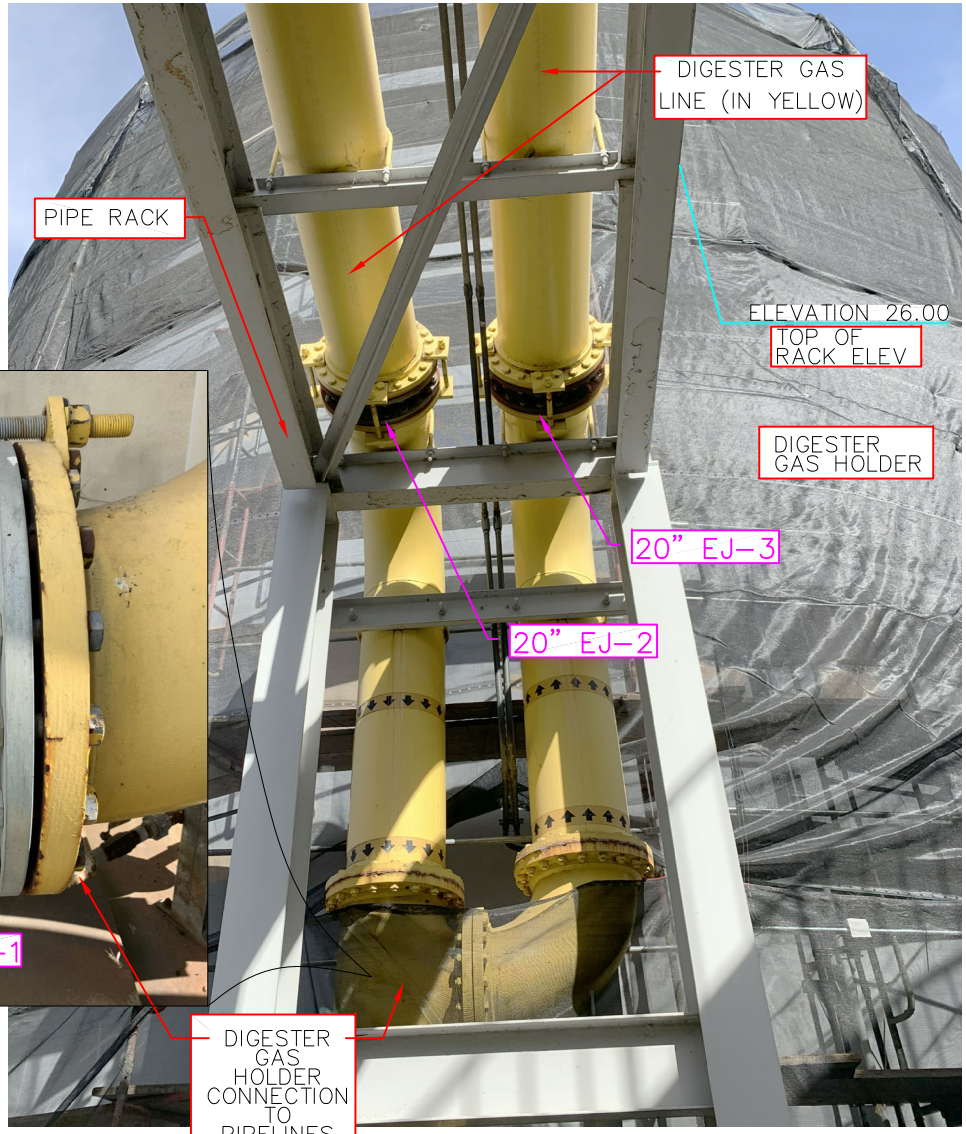
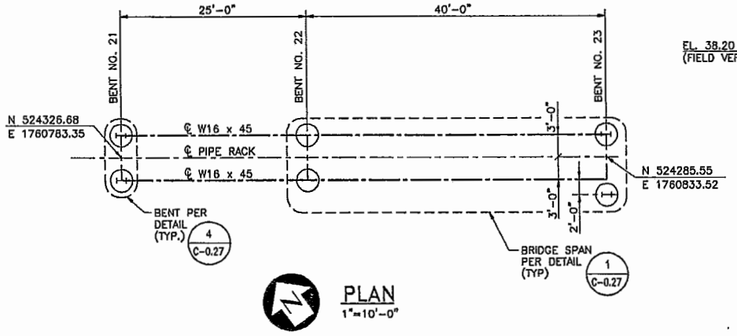


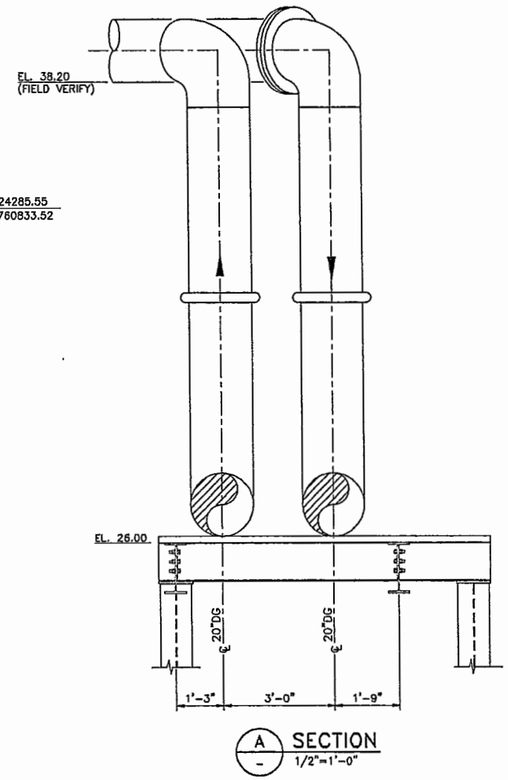
PHOTO 19 – WEST VIEW, FACING DIGESTER GAS HOLDER AT GROUND LEVEL, NEAR TANK CONNECTION

SCALE: N.T.S.	**DIGESTER GAS LINE CONNECTING TO DIGESTER GAS HOLDER TANK**	SHEET NO. **13**
DESIGNED BY: AC		
DRAWN BY: AC	**CITY OF STOCKTON**	OF **13** SHEETS
CHECKED BY: AG	**REGIONAL WASTEWATER CONTROL FACILITY**	PROJECT NO. **UW21013**
DATE: JUNE 2022	**DIGESTER GAS PIPELINE EXPANSION JOINTS REPLACEMENT**	

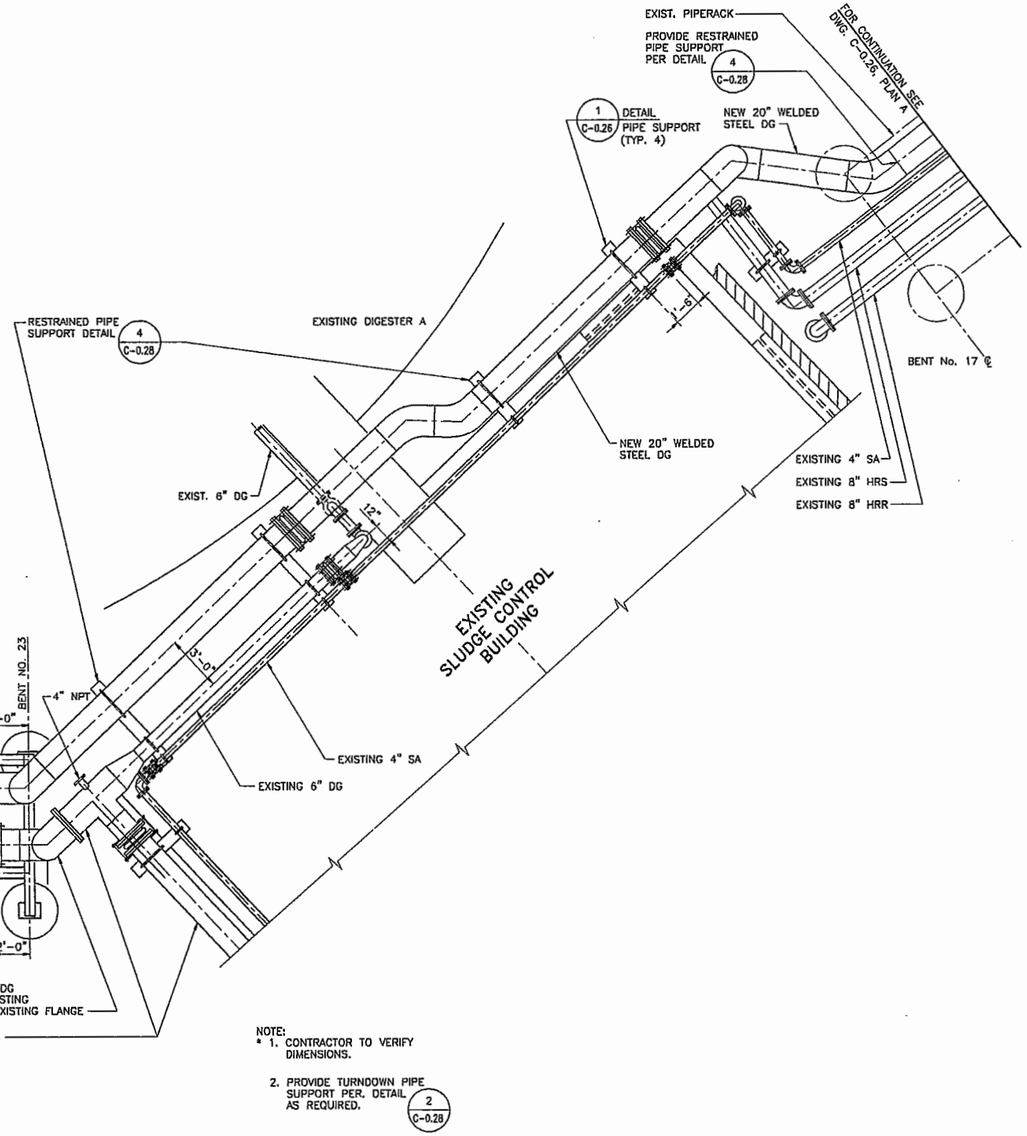


PLAN
1"=10'-0"

NOTE:
FOR PIPING LAYOUT SEE PLAN B ON THIS SHEET



A SECTION
1/2"=1'-0"



NOTE:
* 1. CONTRACTOR TO VERIFY DIMENSIONS.
2. PROVIDE TURNDOWN PIPE SUPPORT PER. DETAIL 2 C-0.28 AS REQUIRED.

PLAN B
1/4"=1'-0"

NO.	DATE	REVISIONS	BY
	7/21/98	ISSUED FOR CONSTRUCTION	VMB
0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: T. WOODING, J. TRISLER 10/97
DRAWN BY: M. DAVIS, L. FLUKER, A. REYES 10/97
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

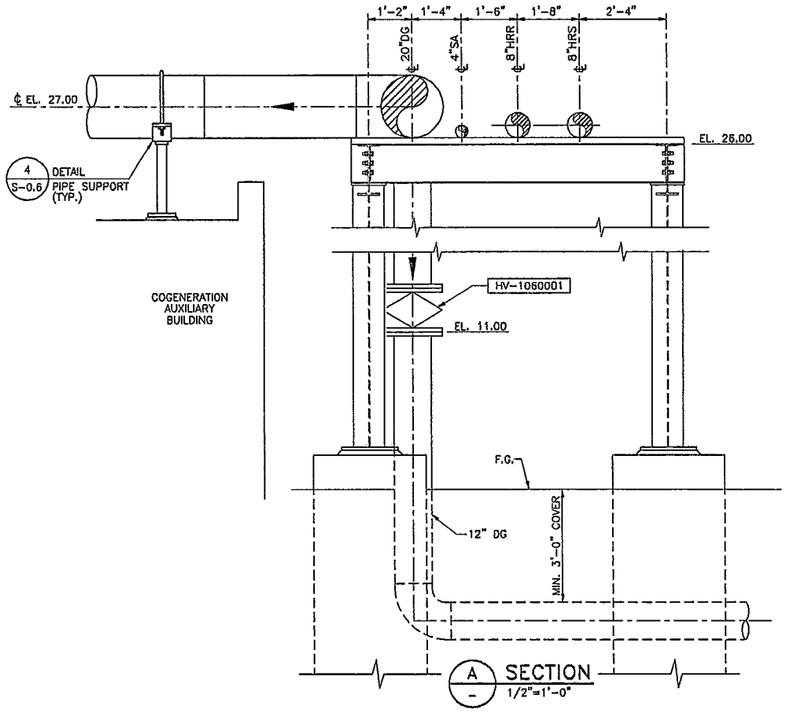
DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

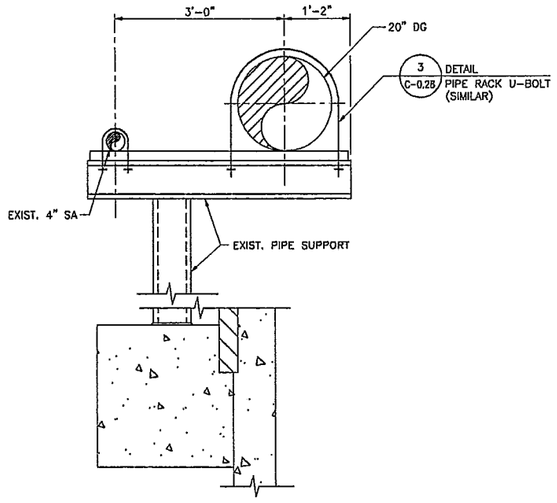
COGENERATION FACILITY PIPE RACK PLANS AND SECTIONS

SCALE AS SHOWN
SHEET NO. C-0.25
SHEET OF
PROJECT NO. MUD-97-07

EXHIBIT 3

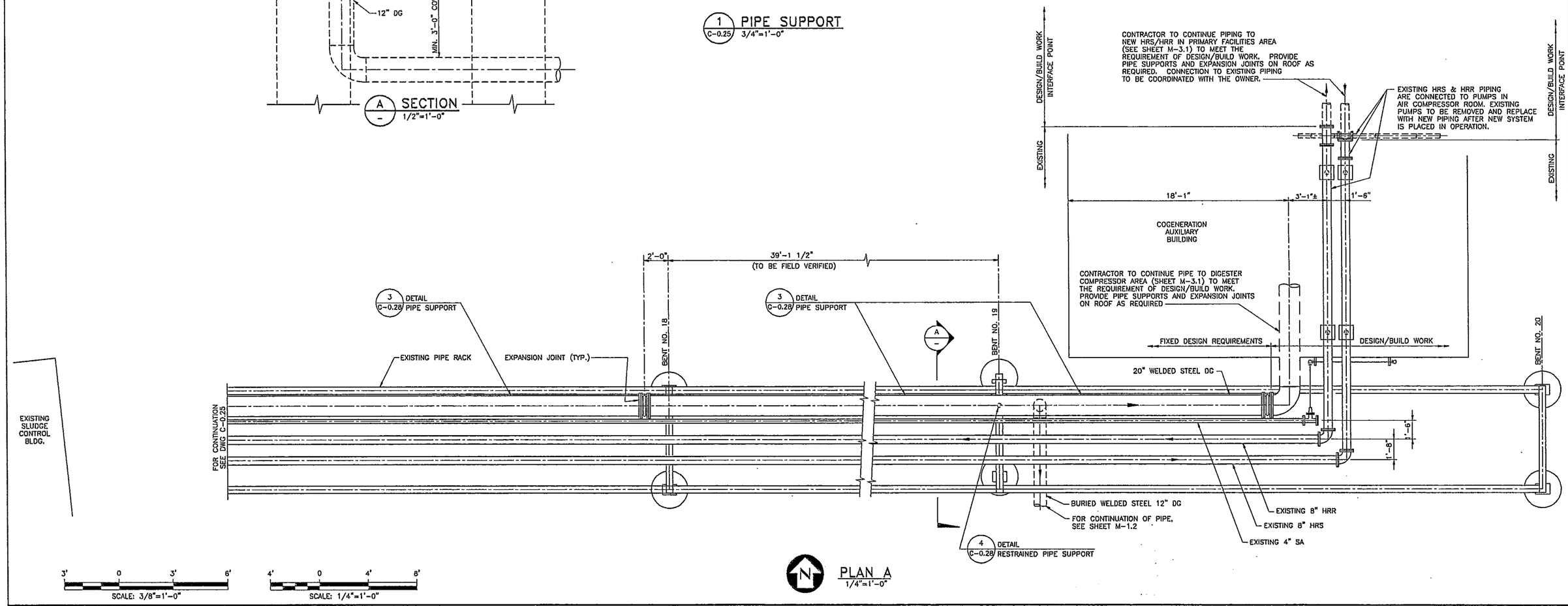


A SECTION
1/2"=1'-0"



1 C-0.25 PIPE SUPPORT
3/4"=1'-0"

THIS DRAWING SHOWS BOTH FIXED REQUIREMENTS AND DESIGN/BUILD WORK. CONTRACTOR IS REQUIRED TO INTERFACE THE FIXED DESIGN REQUIREMENTS WITH THE DESIGN/BUILD WORK AS INDICATED OR SPECIFIED.



PLAN A
1/4"=1'-0"

3' 0 3' 6'
SCALE: 3/8"=1'-0"

4' 0 4' 8'
SCALE: 1/4"=1'-0"

NO.	DATE	REVISIONS	BY
	7/21/98	ISSUED FOR CONSTRUCTION	VMB
0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: J. TRISLER, T. WOODING 11/97
DRAWN BY: M. DAVIS, L. FLUKER, A. REYES 11/97
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA

APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

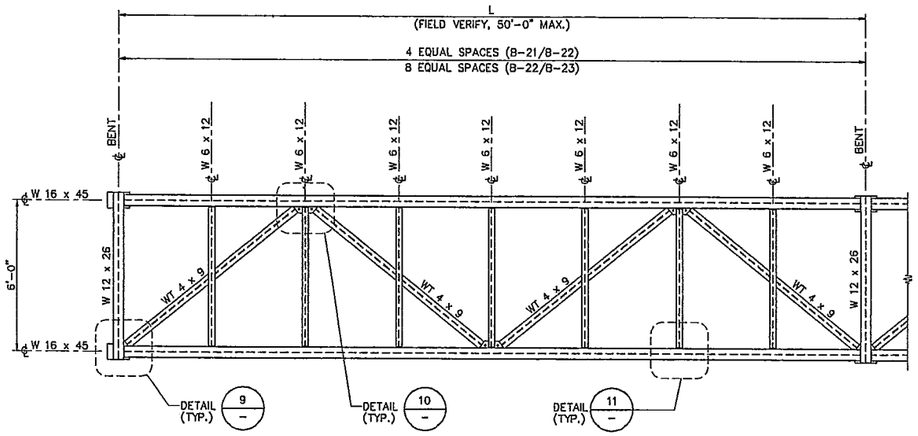
RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

COGENERATION FACILITY ABOVE GROUND PIPING PLAN AND SECTIONS

SCALE: AS SHOWN
SHEET NO. C-0.26
SHEET OF
PROJECT NO. MUD-97-07

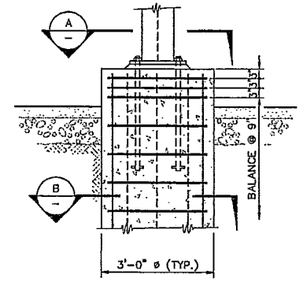
JAN 15, 1998 - 2:56pm STK\732251\COGEN\C0-26AL.DWG

EXHIBIT 3

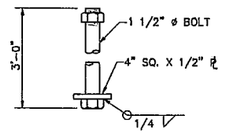


PLAN

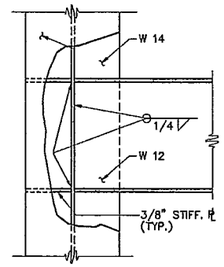
1 / C-0.25 TYPICAL BRIDGE SPAN DETAIL
N.T.S.



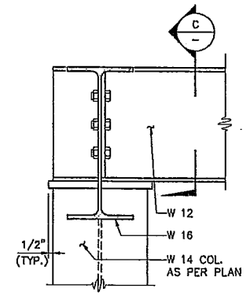
5 / – DETAIL
1/2"=1'-0"



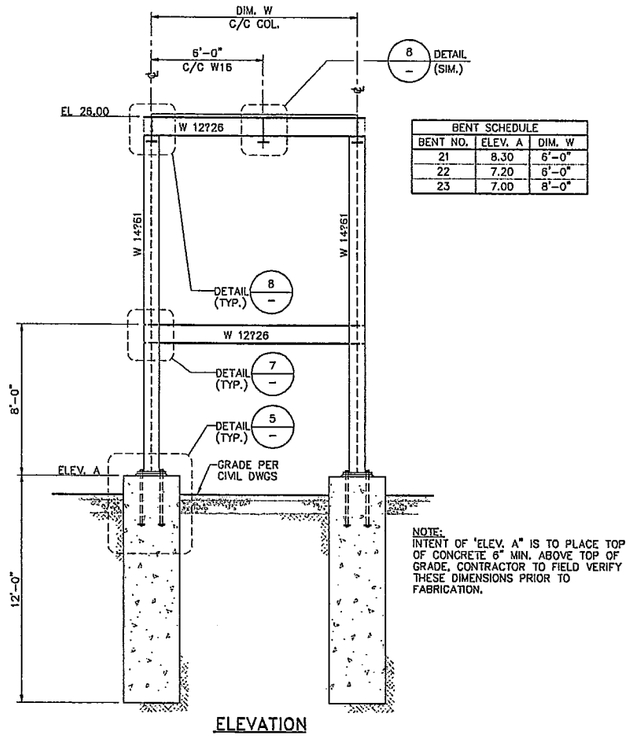
6 / – DETAIL
1 1/2"=1'-0"



7 / – DETAIL
1 1/2"=1'-0"



8 / – DETAIL
1 1/2"=1'-0"

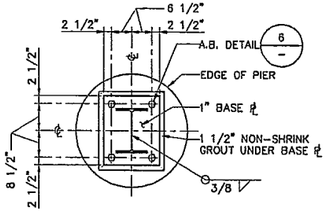


BENT SCHEDULE		
BENT NO.	ELEV. A	DIM. W
21	8.30	6'-0"
22	7.20	6'-0"
23	7.00	8'-0"

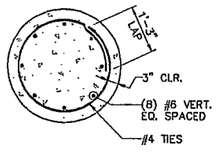
NOTE:
INTENT OF 'ELEV. A" IS TO PLACE TOP OF CONCRETE 6" MIN. ABOVE TOP OF GRADE. CONTRACTOR TO FIELD VERIFY THESE DIMENSIONS PRIOR TO FABRICATION.

ELEVATION

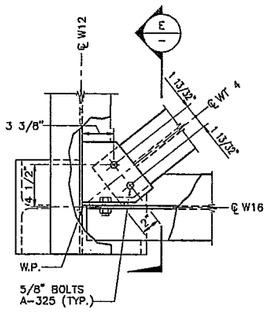
4 / C-0.25 TYPICAL BENT DETAIL
1/4"=1'-0"



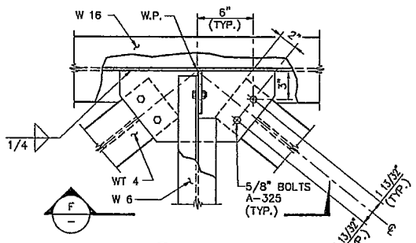
A / – SECTION
1/2"=1'-0"



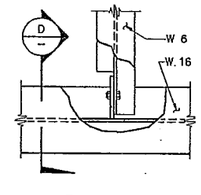
B / – SECTION
1/2"=1'-0"



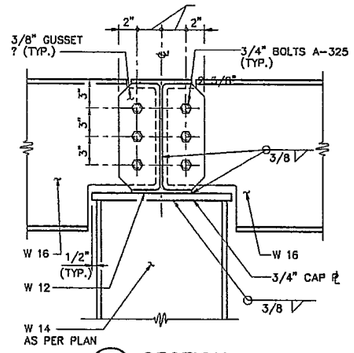
9 / – DETAIL
1"=1'-0"



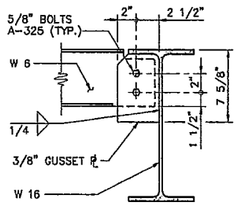
10 / – DETAIL
1 1/2"=1'-0"



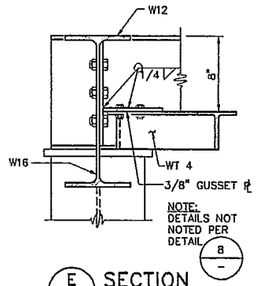
11 / – DETAIL
1"=1'-0"



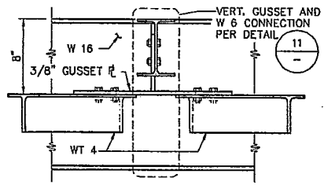
C / – SECTION
1 1/2"=1'-0"



D / – SECTION
1 1/2"=1'-0"



E / – SECTION
1 1/2"=1'-0"



F / – SECTION
1 1/2"=1'-0"

1' 0 1' SCALE: 1 1/2"=1'-0"
1' 0 1' 2' SCALE: 1"=1'-0"
2' 0 2' 4' SCALE: 1/2"=1'-0"
4' 0 4' 8' SCALE: 1/4"=1'-0"

NO.	DATE	REVISIONS	BY
	7/21/98	ISSUED FOR CONSTRUCTION	VMB
0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: T. WOODING, K. JAVAHERIAN 10/97
DRAWN BY: D.DRAEGER, A. REYES 10/97
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA

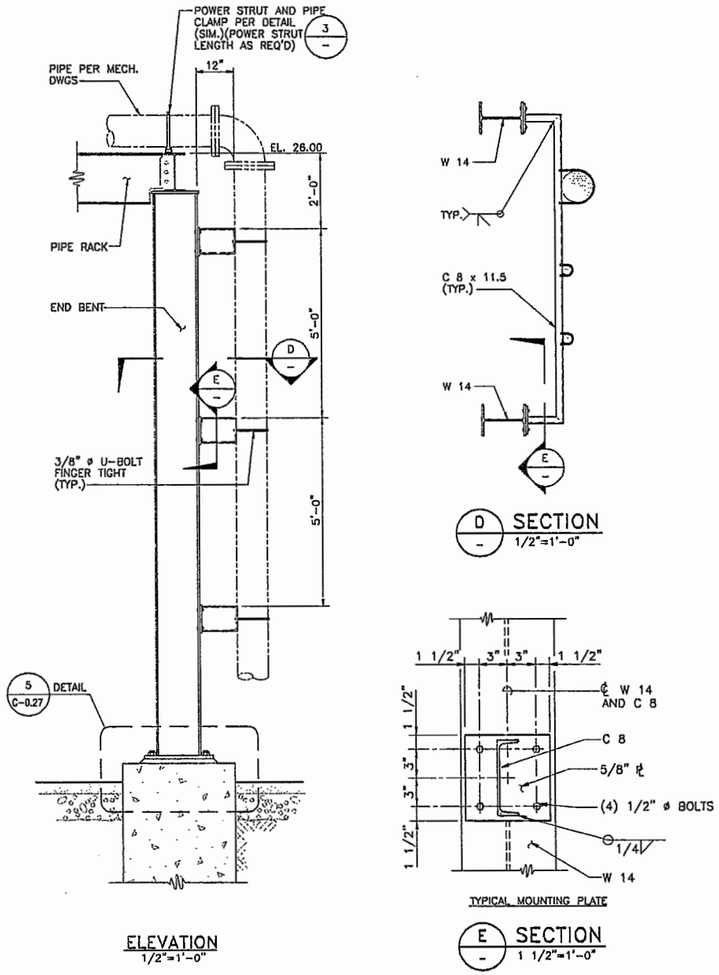
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

COGENERATION FACILITY
PIPE RACK
PLAN, SECTIONS AND DETAILS

SCALE: AS SHOWN
SHEET NO.: C-0.27
SHEET OF
PROJECT NO.: MUD-97-07

JAN 5, 1998 - 3:46pm STK\732251\COGEN\C0-27AL.DWG



ELEVATION
1/2"=1'-0"

D SECTION
1/2"=1'-0"

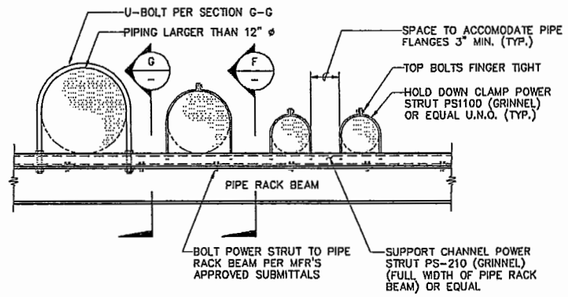
TYPICAL MOUNTING PLATE

E SECTION
1 1/2"=1'-0"

TURN DOWN AT END BENT

NOTE:
1. PROVIDE THRUST BLOCKS AT FITTINGS WHERE BURIED PIPE DAYLIGHTS TO RISE ON TO PIPE RACKS.

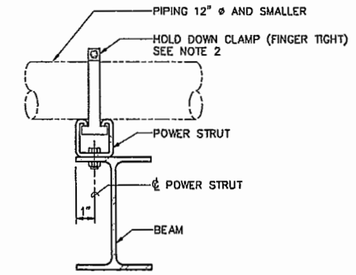
2 C-0.25 TURN DOWN PIPE SUPPORT DETAIL
AS SHOWN



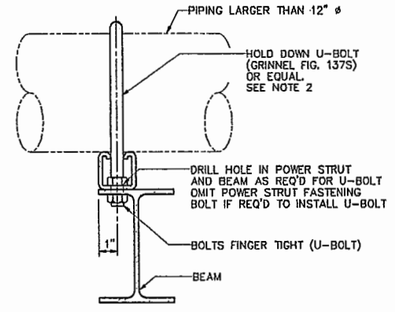
ELEVATION

NOTES:
1. ACTUAL PIPING ARRANGEMENT TO BE DETERMINED BY THE CONTRACTOR PER PLANS.
2. PROVIDE SUPPORTS AS SHOWN ON ALL W6 INTERMEDIATE BEAMS AND EVERY BENT TOP BEAM OF PIPE RACK.
3. FOR PIPING LARGER THAN 12" ø SEE SECTION G-G.
4. FOR HOT WATER PIPING PROVIDE INSULATION PROTECTION SHIELDS (GRINNEL FIG. 167) OR EQUAL.

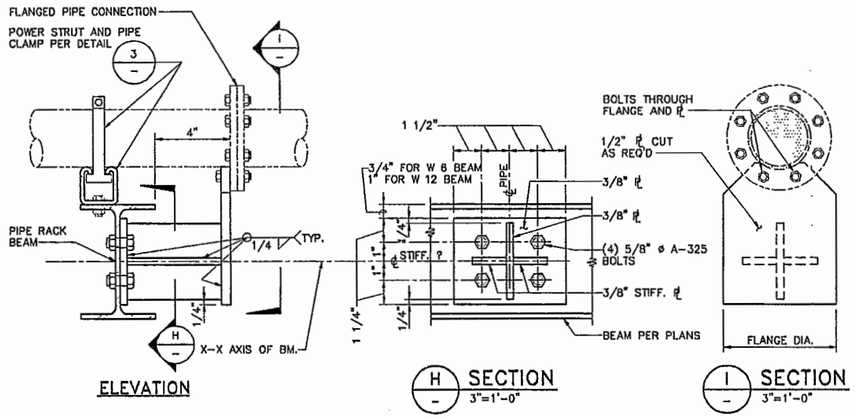
3 C-0.25 PIPE RACK PIPE SUPPORT DETAIL
N.T.S.



F SECTION
N.T.S.



G SECTION
N.T.S.



ELEVATION

H SECTION
3"=1'-0"

I SECTION
3"=1'-0"

4 C-0.25 PIPE RACK RESTRAINED PIPE SUPPORT DETAIL
3"=1'-0"

1' 0 1' 2'
SCALE: 3"=1'-0"

NO.	DATE	REVISIONS	BY
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0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: K. JAVAHERIAN, T. WOODING 11/97
DRAWN BY: D. DREAGER, A. REYES 11/97
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE

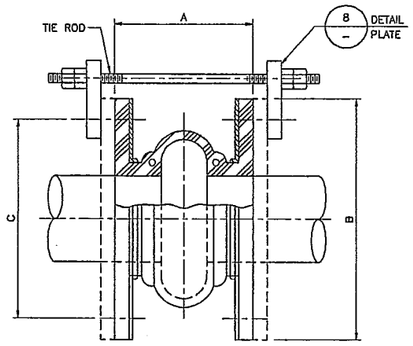
PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM - STAGES I AND II

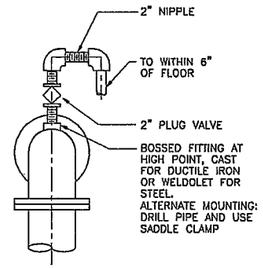
COGENERATION FACILITY
PIPE RACK
SECTIONS AND DETAILS

SCALE: AS SHOWN
SHEET NO. C-0.28
SHEET OF
PROJECT NO. MUD-97-07



SIZE I. D. (INCH)	"A" (INCH)	FLANGES "B" O.D. (INCH)	BOLT CIRCLE (INCH)	BOLT HOLES (NO)	BOLT HOLE (INCH)	THICK (INCH)
4	6	9	7-1/2	8	3/4	7/16
8	6	13-1/2	11-3/4	8	7/8	1/2
10	8	16	14-1/4	12	1	3/4
20	8	27-1/2	25	20	1-1/4	5/8

1 DETAIL–MOLDED EXPANSION JOINT
N.T.S.



1. AIR RELEASE PIPING TO EXTEND WITHIN 6" OF THE FLOOR ELEVATION. PLUG VALVE TO BE LOCATED AT 4 FEET ABOVE FLOOR ELEVATION ON THE AIR RELEASE PIPING WHEN PIPING TO BE VENTED IS GREATER THAN 4 FEET ABOVE THE FLOOR ELEVATION FOR EASE OF OPERATION.

2 DETAIL–MANUAL AIR RELEASE VALVE
N.T.S.

THIS DRAWING REPRESENTS MINIMUM DESIGN CRITERIA CONTRACTOR MUST INCORPORATE IN PREPARING HIS DESIGN. CONTRACTOR IS ALSO RESPONSIBLE TO VERIFY THIS MINIMUM CRITERIA FOR ADEQUACY AS A PART OF HIS DESIGN.

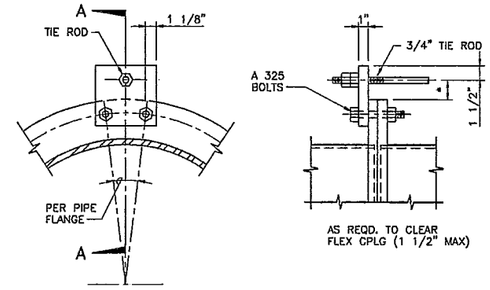


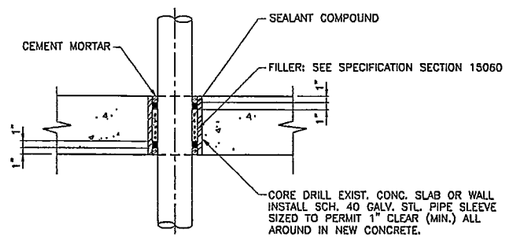
PLATE ELEVATION

SECTION A–A

PIPE SIZE (IN.)	4	6	8	10	12	14	16	18	20	24
DIA. OF TIE ROD (IN.)	5/8	3/4	3/4	7/8	7/8	1	1	1-1/8	1-1/8	1-1/4
NO. OF TIE RODS	2	2	2	2	3	3	4	4	4	4
PLATE THICK. (IN.)	1/2	1/2	1/2	1/2	1/2	1	1	1	1	1

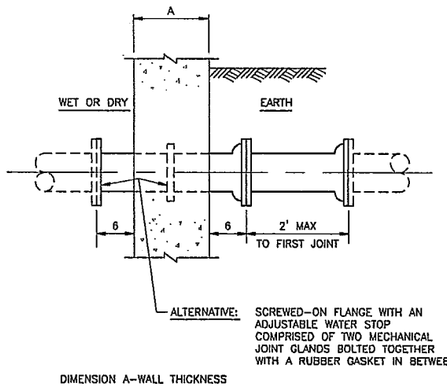
NOTE: RESTRAINT TO BE IN ACCORDANCE W/ AWWA SECTION M-11.

3 DETAIL–TIE ROD PLATE
N.T.S.
SEE DETAILS 2 AND 3



PIPE SIZES: < 3"ø

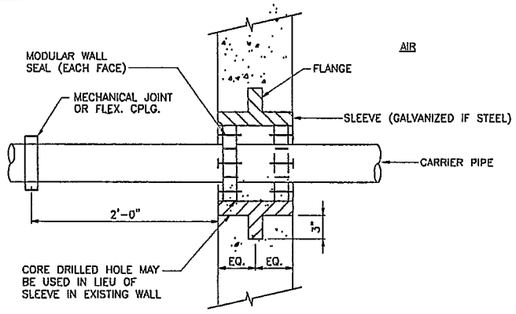
4 DETAIL–NON-SUBMERGED FLOOR AND WALL PENETRATIONS
N.T.S.



DIMENSION A–WALL THICKNESS

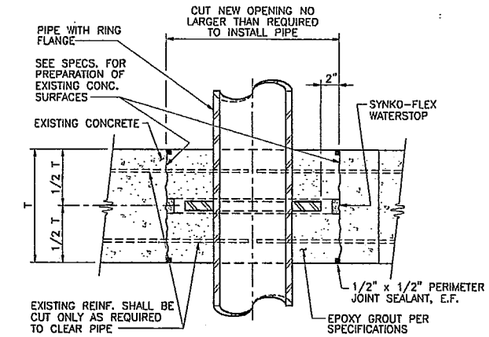
NOTE:
1. SEE DRAWINGS FOR ACTUAL END CONDITIONS.

5 DETAIL–WALL CASTING
N.T.S.



CARRIER PIPE O.D. (INCHES) NOMINAL ALL MATERIALS	WALL SLEEVE OR HOLE I.D. (INCHES) NOMINAL STEEL OR DUCTILE IRON
1/2-2-1/2	4
3-4	6
6	10
8	12
10	14
12	16
14	18
16	20
18	24
20	24

6 DETAIL–WALL SLEEVE
N.T.S.



7 DETAIL – PIPE PENETRATION AT EXISTING WALL
N.T.S. (FOR SUBMERGED)

NO.	DATE	REVISIONS	BY
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0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: J. TRISLER 10/97
DRAWN BY: M. DAVIS, L. FLUKER 10/97
CHECKED BY:
ENGINEER
REGISTRATION NO. DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING·DESIGN·CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA

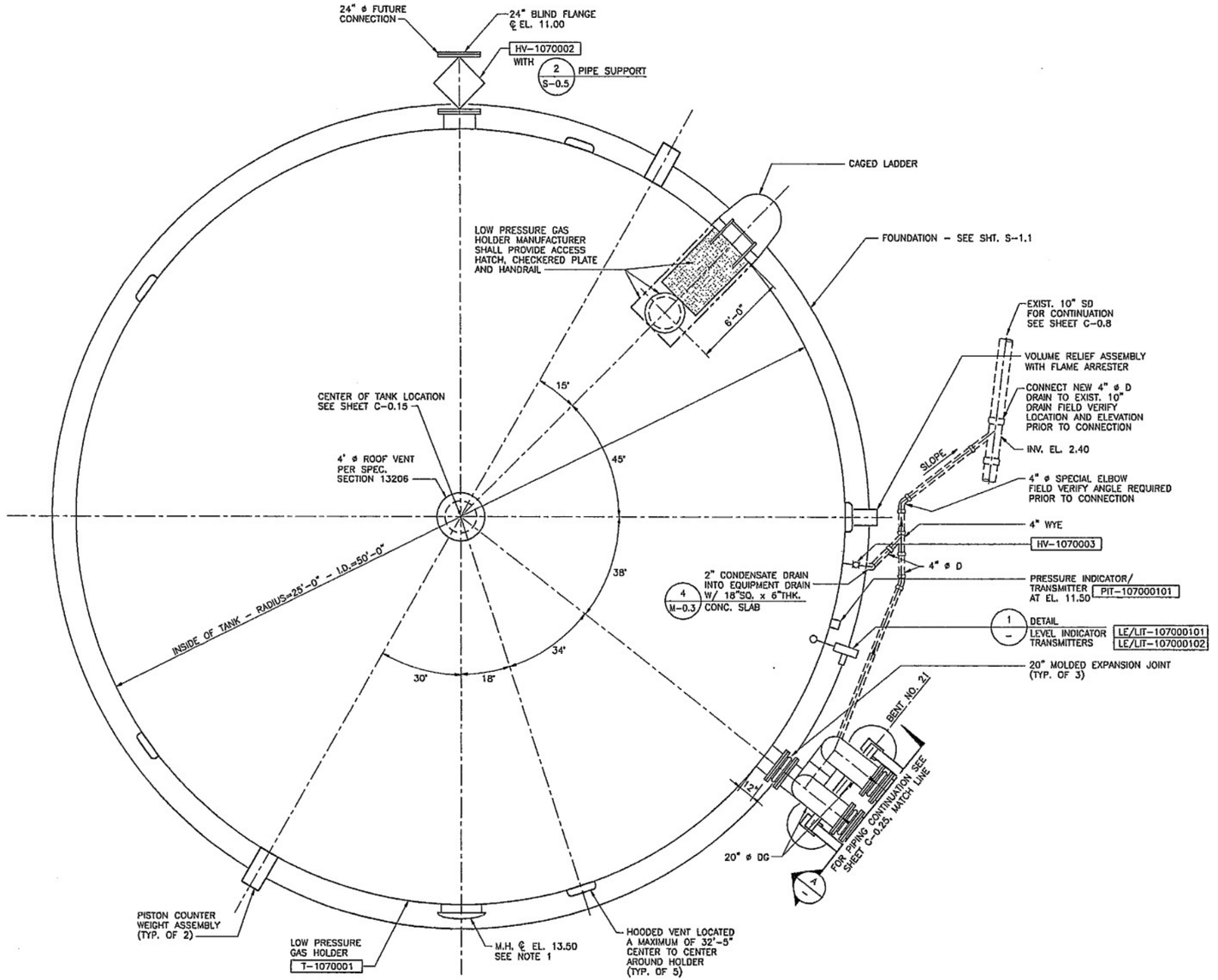
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

COGENERATION FACILITY
MECHANICAL DETAILS

SCALE AS SHOWN
SHEET NO. M-0.1
SHEET OF
PROJECT NO. MUD-97-07

JAN 19, 1998 - 10:35am STK\732251\COGEN\M0-1AL.DWG

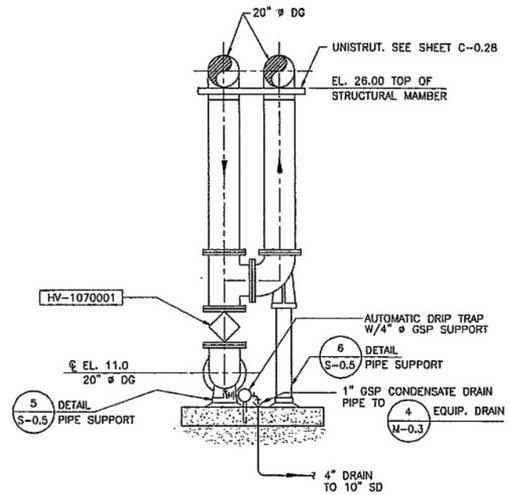


PLAN
1/4"=1'-0"

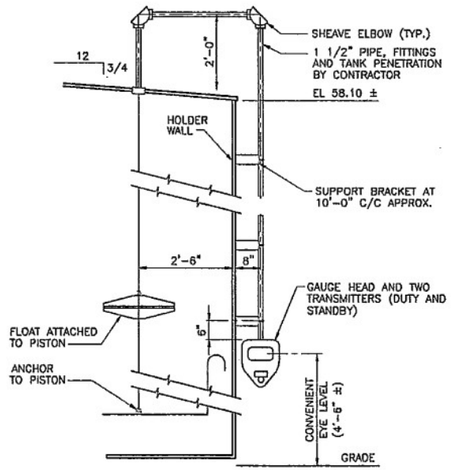
4' 0 4' 8'
SCALE: 1/4"=1'-0"

NOTES:

1. SHELL ACCESS MANHOLES TO BE LOCATED PER MANUFACTURER'S RECOMMENDATION TO ACCESS THE TOP OF THE PISTON IN THE DOWN POSITION, TO ACCESS THE COUNTER WEIGHT ASSEMBLY AND AT INTERMITTENT CAGED LADDER LANDINGS.
2. TANK SHELL HEIGHT = 50'-0". CONFIRM ALL TANK DIMENSIONS PER MFR'S. APPROVED SHOP DWGS.



A - SECTION - GAS PIPING
1/4"=1'-0"



1 - LEVEL INDICATOR/TRANSMITTER
N.T.S.

NO.	DATE	REVISIONS	BY
	7/21/98	ISSUED FOR CONSTRUCTION	VMB
0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: J. TRISLER 10/97
DRAWN BY: M. DAVIS 10/97
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA

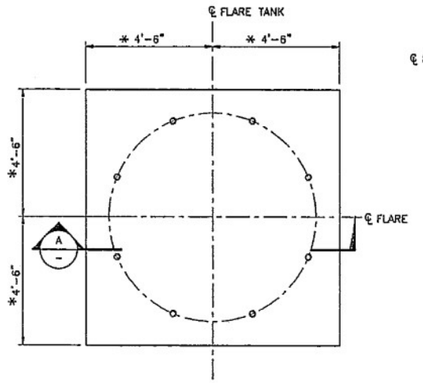
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM - STAGES I AND II

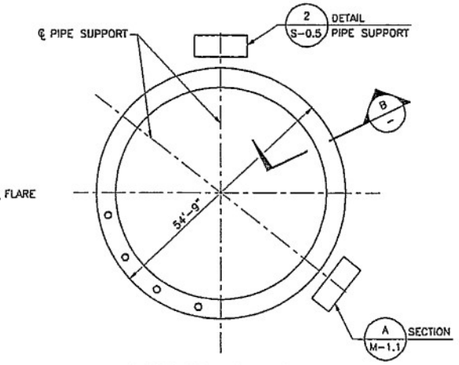
COGENERATION FACILITY
LOW PRESSURE GAS HOLDER
PLAN AND DETAILS

SCALE: AS SHOWN
SHEET NO.: M-1.1
SHEET OF
PROJECT NO.: MUD-97-07

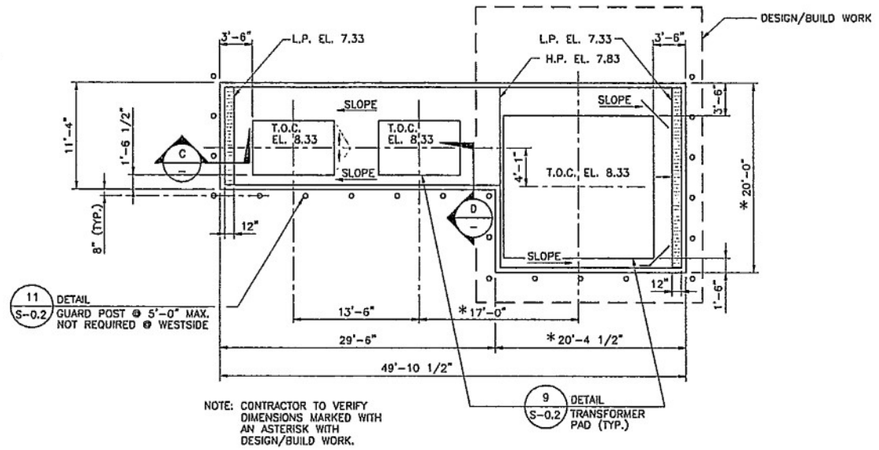
JAN 6, 1998 - 9:05am STK\732251\COGEN\M1-1AL.DWG



1 M-1.2 DIGESTER GAS FLARE FOUNDATION – PLAN
3/8"=1'-0"

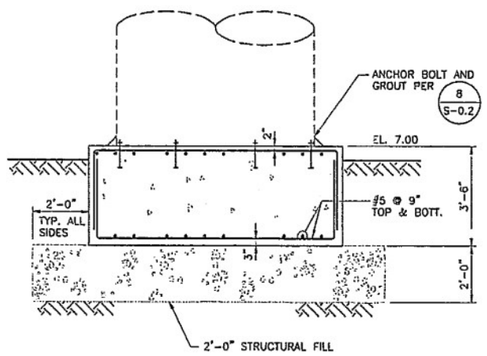


2 M-1.1 DIGESTER GAS HOLDER TANK FOUNDATION – PLAN
N.T.S.

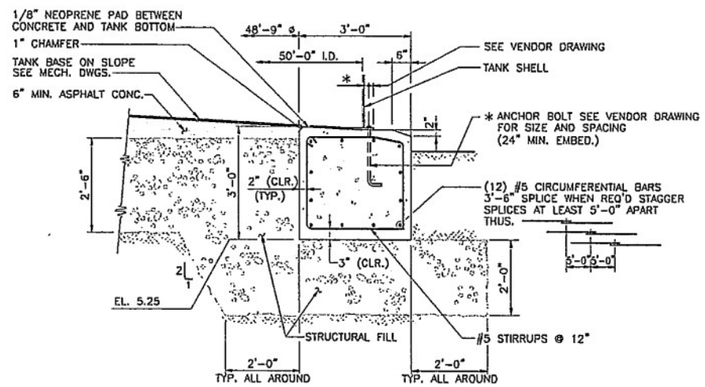


6 E-0.18 C-0.15 TRANSFORMER FOUNDATION PLAN
1/8"=1'-0"

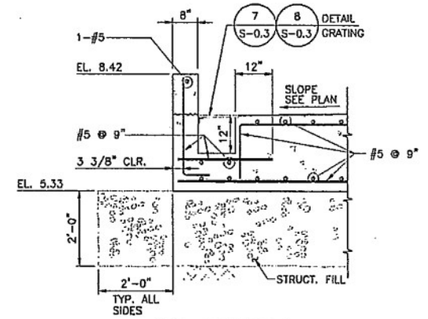
THIS DRAWING SHOWS BOTH FIXED REQUIREMENTS AND DESIGN/BUILD WORK. CONTRACTOR IS REQUIRED TO INTERFACE THE FIXED DESIGN REQUIREMENTS WITH THE DESIGN/BUILD WORK AS INDICATED OR SPECIFIED.



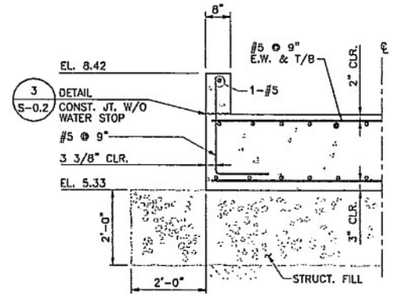
A – SECTION
3/8"=1'-0"



B – SECTION
1/2"=1'-0"



C – SECTION
1/2"=1'-0"



D – SECTION
1/2"=1'-0"

NOTES:
* 1. DIMENSIONS MARKED WITH AN ASTERISK ARE TO BE VERIFIED WITH MANUFACTURER'S APPROVED SUBMITTAL.

2' 0 2' 4' SCALE: 1/2"=1'-0"
3' 0 3' 6' SCALE: 3/8"=1'-0"
8' 0 8' 16' SCALE: 1/8"=1'-0"

NO.	DATE	REVISIONS	BY
	7/21/98	ISSUED FOR CONSTRUCTION	VMB
0	1/15/98	ISSUED FOR BIDS	VMB

PROJECT NO. 732251 DATE
DESIGNED BY: K. JAVAHERIAN 10/97
DRAWN BY: M. DAVIS, A. REYES 10/97
CHECKED BY: VMB 11/97
ENGINEER
REGISTRATION NO. C-041281 DATE

PARSONS ENGINEERING SCIENCE, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
2101 WEBSTER STREET, SUITE 700, OAKLAND, CALIFORNIA 94612 (510) 891-9085

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: _____ DATE: _____
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

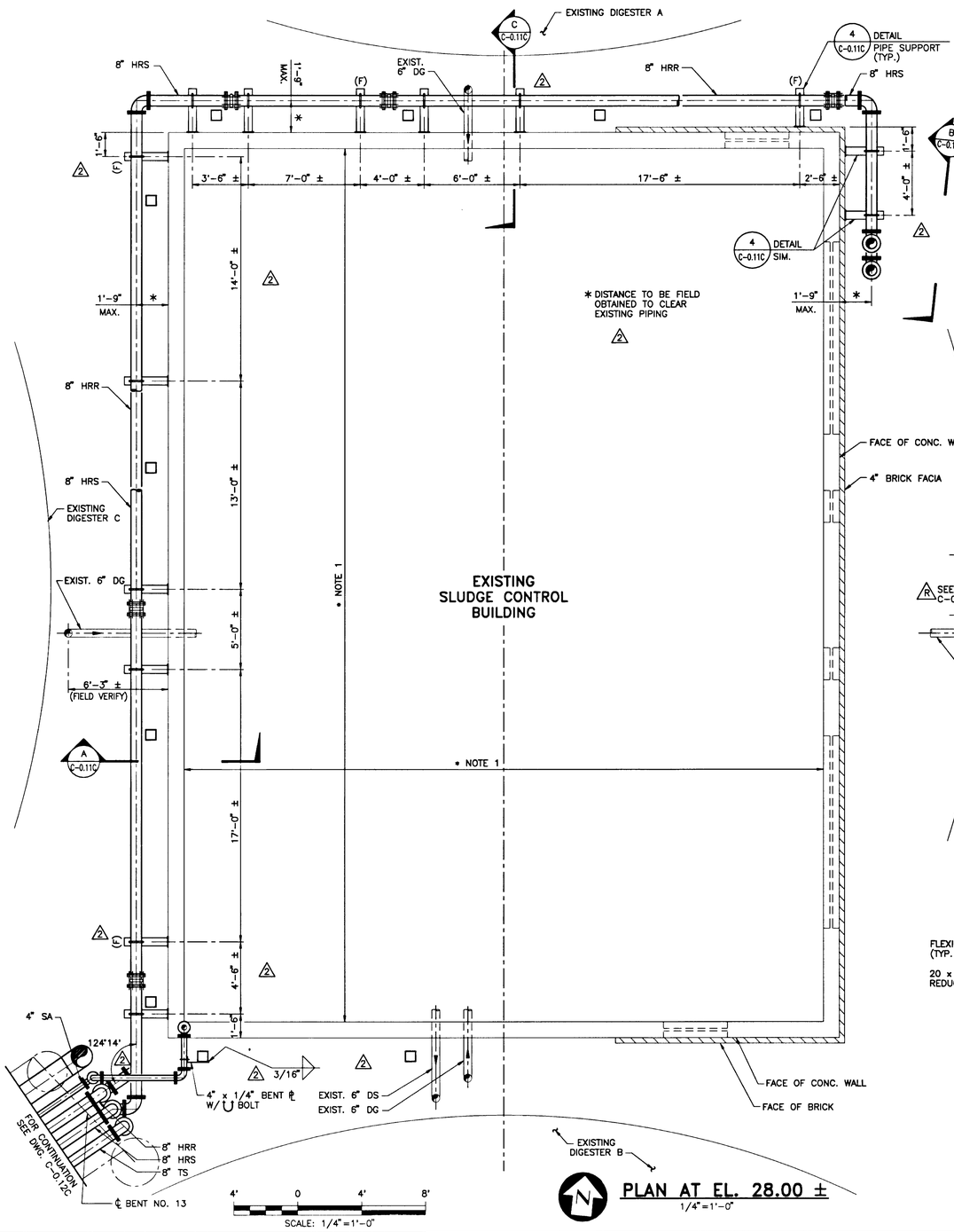
RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

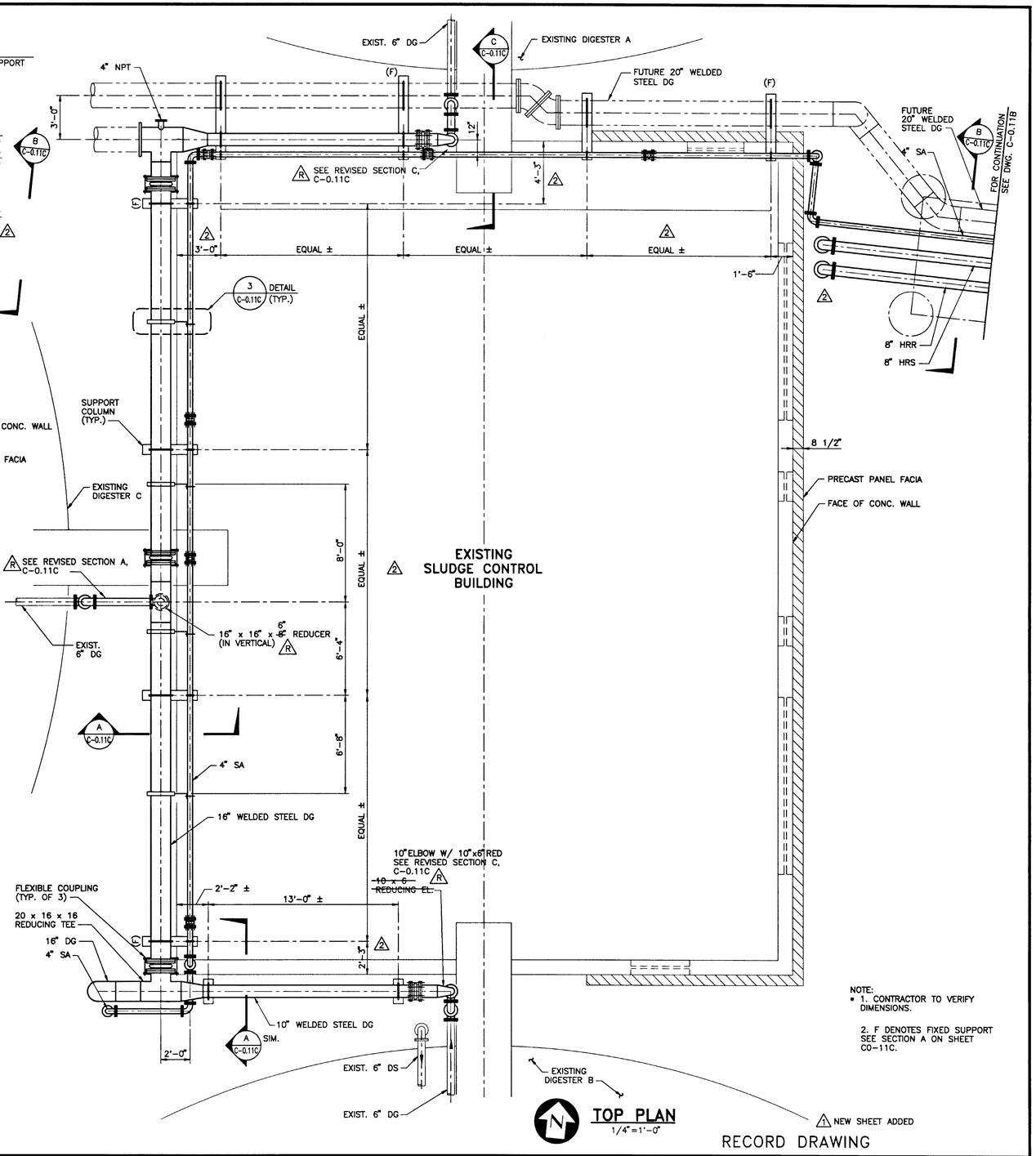
COGENERATION FACILITY SITE STRUCTURES PLANS, SECTIONS AND DETAILS

SCALE AS SHOWN
SHEET NO. S-1.1
SHEET OF
PROJECT NO. MUD-97-07

JAN 19, 1998 – 9:45am S:\732251\COGEN\S1-1AL.DWG

EXHIBIT 3





NOTE:
• 1. CONTRACTOR TO VERIFY DIMENSIONS.

2. F DENOTES FIXED SUPPORT SEE SECTION A ON SHEET C0-11C.

1 NEW SHEET ADDED

RECORD DRAWING

NO.	DATE	REVISIONS	BY
R	9/97	RECORD DWG CHANGES INCORP.	JAR
2	7/25/96	PIPE SUPPORT MOD. KPC LETTER NO. 62	VMB
1	10/9/95	RFI No. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: J. TRISLER 8/95
DRAWN BY: M. DAVIS 8/95
CHECKED BY:
ENGINEER
REGISTRATION NO. DATE

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Robt E. Wurtz
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Ronald M. Dodge ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES DATE: 1/26/01

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

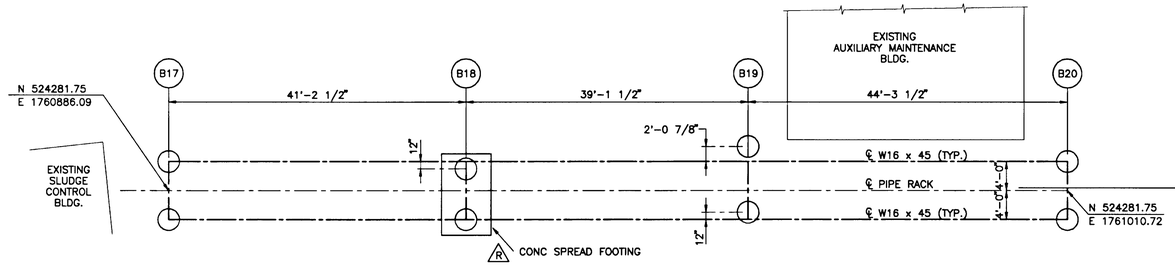
SLUDGE PROCESSING FACILITIES
ABOVE GROUND PIPING PLAN

SCALE AS SHOWN
SHEET NO. C-0.11A
SHEET OF
PROJECT NO. MUD-93-06

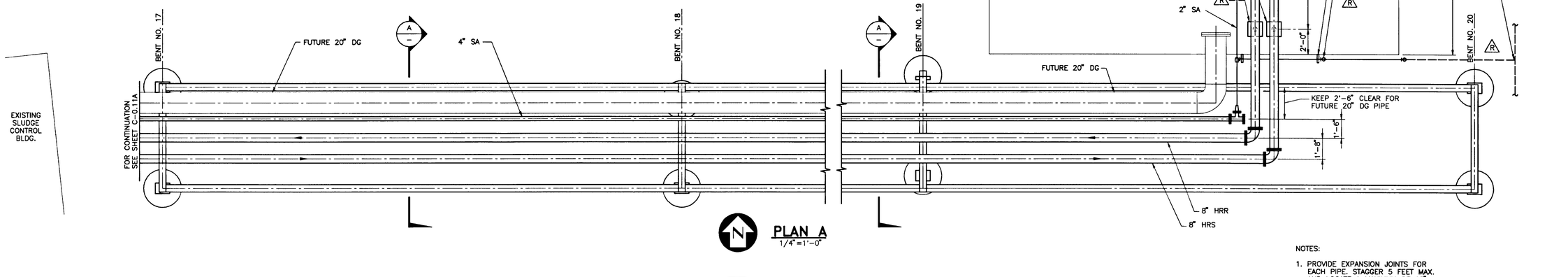
AUG 13, 1998 - 13:19:07 S:\K\727402\RFI3402\C0-11A.DWG

762X

BARR FILE CORP. IRVINE, CA
93-0X



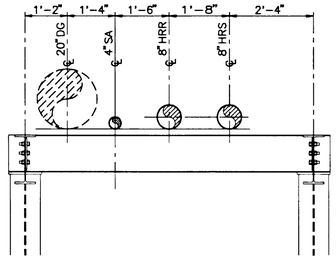
PLAN
1"=10'-0"



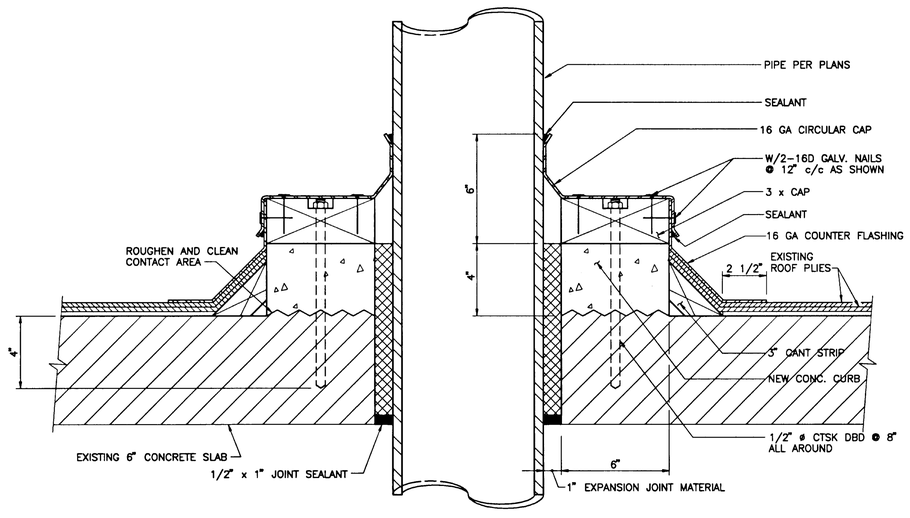
PLAN A
1/4"=1'-0"

NOTES:

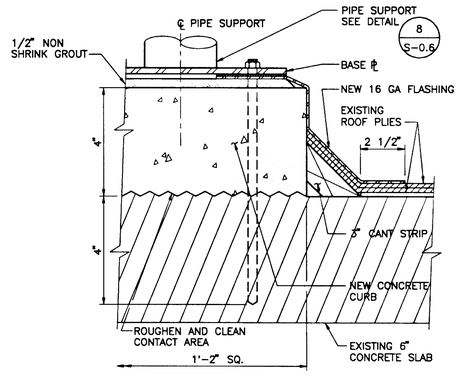
1. PROVIDE EXPANSION JOINTS FOR EACH PIPE. STAGGER 5 FEET MAX. AND LOCATE A MAXIMUM OF 18" FROM SUPPORT MEMBER.
2. SEE LOCATION OF 4" HRR/HRS LINES ON DWGS. M-3.1 AND M-3.2.



A SECTION
1/2"=1'-0"



1 PIPE PENETRATION ROOFING DETAIL
3"=1'-0"



2 PIPE SUPPORT PAD ROOFING DETIAL
3"=1'-0"

4' 0 4' 8' SCALE: 1/4"=1'-0"
10' 0 10' 20' SCALE 1"=10'
2' 0 2' 4' SCALE: 1/2"=1'-0"
1' 0 1' 2' SCALE: 3"=1'-0"

RECORD DRAWING

⚠1 NEW SHEET ADDED

NO.	DATE	REVISIONS	BY
⚠R	9/97	RECORD DWG CHANGES INCORP.	JAR
⚠1	10/9/96	RFI No. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: T. WOODING 8/95
DRAWN BY: M. DAVIS 8/95
CHECKED BY:
ENGINEER
REGISTRATION NO. DATE

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Kurtis F. Watts
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES
ES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Dodge ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES DATE: 1/26/01

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

SLUDGE PROCESSING FACILITIES
PIPE RACKS
PLANS AND SECTIONS

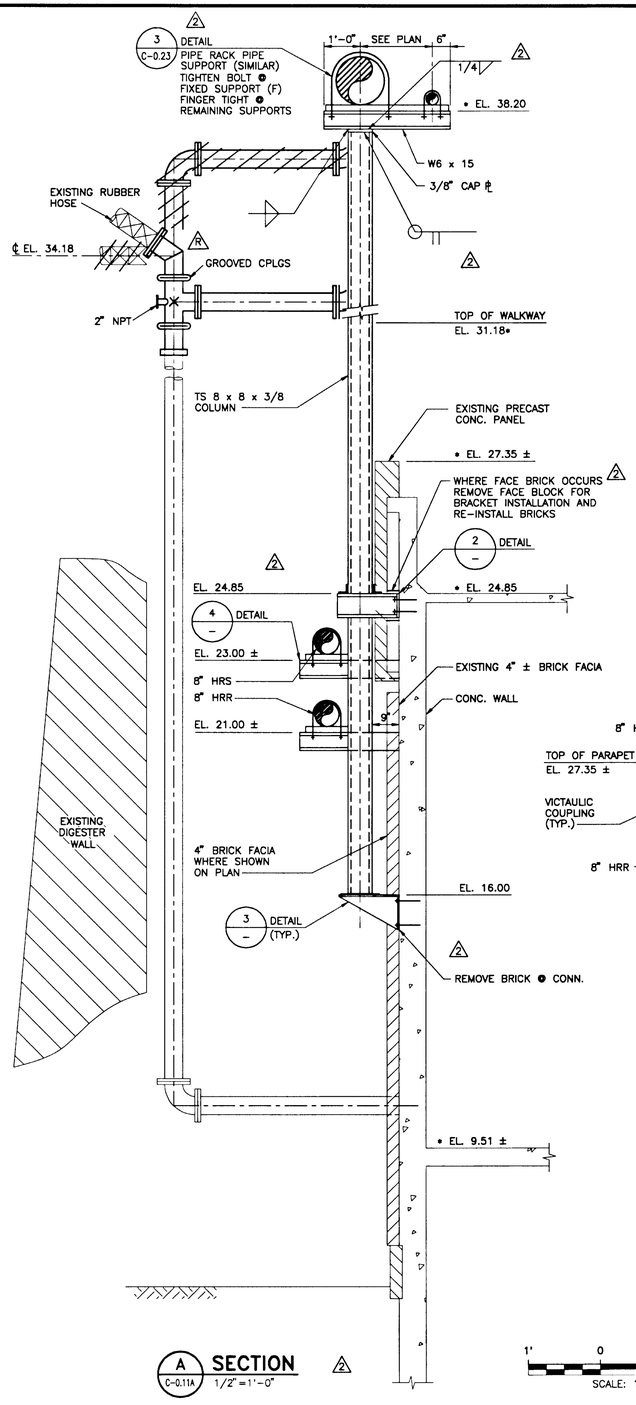
SCALE AS SHOWN
SHEET NO. C-0.11B
SHEET OF
PROJECT NO. MUD-93-06

OCT 10, 1995 - 14:56:17 STK\727402\RFI34\C0-11BAL.DWG

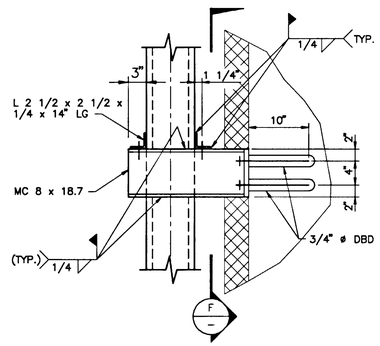
762X

BAR FILE COPY IRVINE, CA
93-06
EFH 82

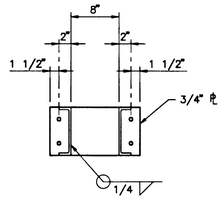
EXHIBIT 3



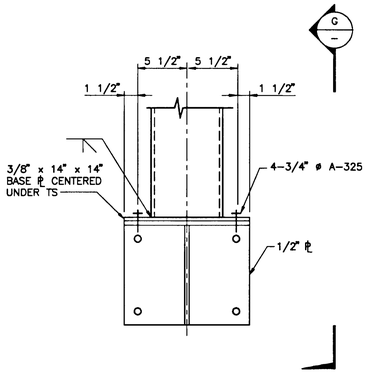
A SECTION C-0.11A 1/2" = 1'-0"



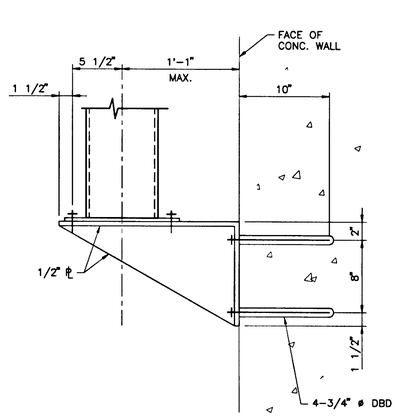
2 DETAIL 1=1'-0"



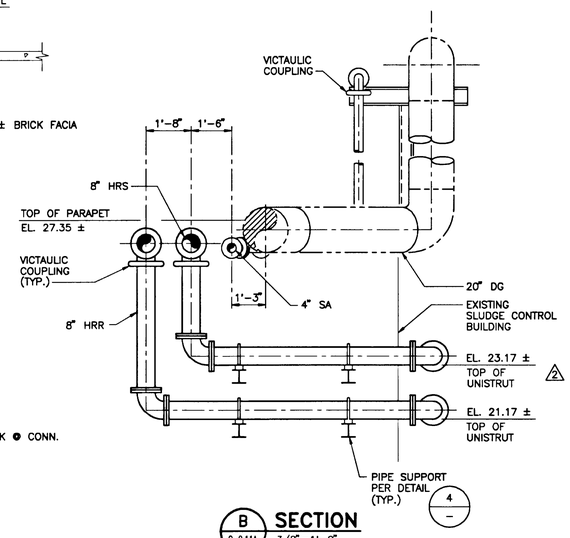
F SECTION 1"=1'-0"



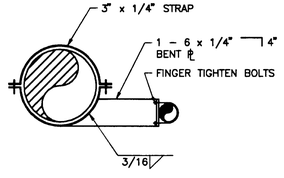
3 DETAIL 1 1/2"=1'-0"



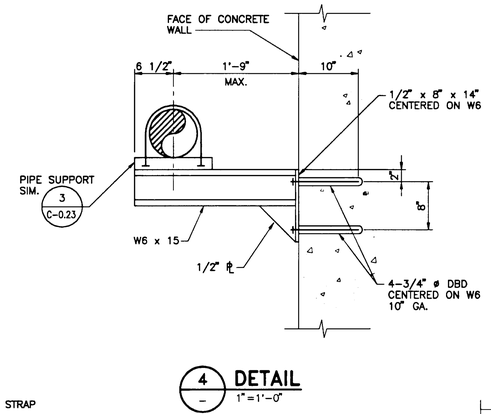
G SECTION 1 1/2"=1'-0"



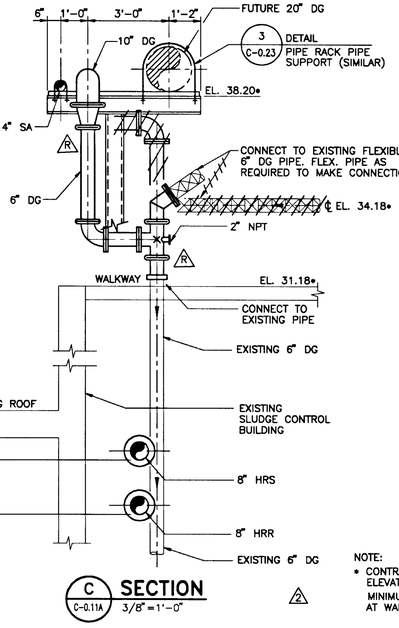
B SECTION C-0.11A 3/8" = 1'-0"



3 DETAIL C-0.11A 3/4" = 1'-0"



4 DETAIL 1"=1'-0"



C SECTION C-0.11A 3/8" = 1'-0"

NOTE:
• CONTRACTOR TO VERIFY ELEVATIONS TO PROVIDE MINIMUM 7'-0" CLEARANCE AT WALKWAY.

1' 0 1' 2' SCALE: 1" = 1'-0"

1' 0 1' 2' 3' SCALE: 3/4" = 1'-0"

2' 0 2' 4' SCALE: 1/2" = 1'-0"

3' 0 3' 6' SCALE: 3/8" = 1'-0"

△1 NEW SHEET ADDED

RECORD DRAWING

NO.	DATE	REVISIONS	BY
R	9/97	RECORD DWG CHANGES INCORP.	JAR
2	7/25/96	PIPE SUPPORT MOD. KPC LETTER NO. 62	VMB
1	10/9/95	RFI No. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: J. TRISLER/K. JAVAHERIAN 9/95
DRAWN BY: M. DAVIS 9/95
CHECKED BY:
ENGINEER
REGISTRATION NO. DATE

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Nate E Walther
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES
ES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Stoker DATE: 1/26/96
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

SLUDGE PROCESSING FACILITIES ABOVE GROUND PIPING SECTIONS AND DETAILS

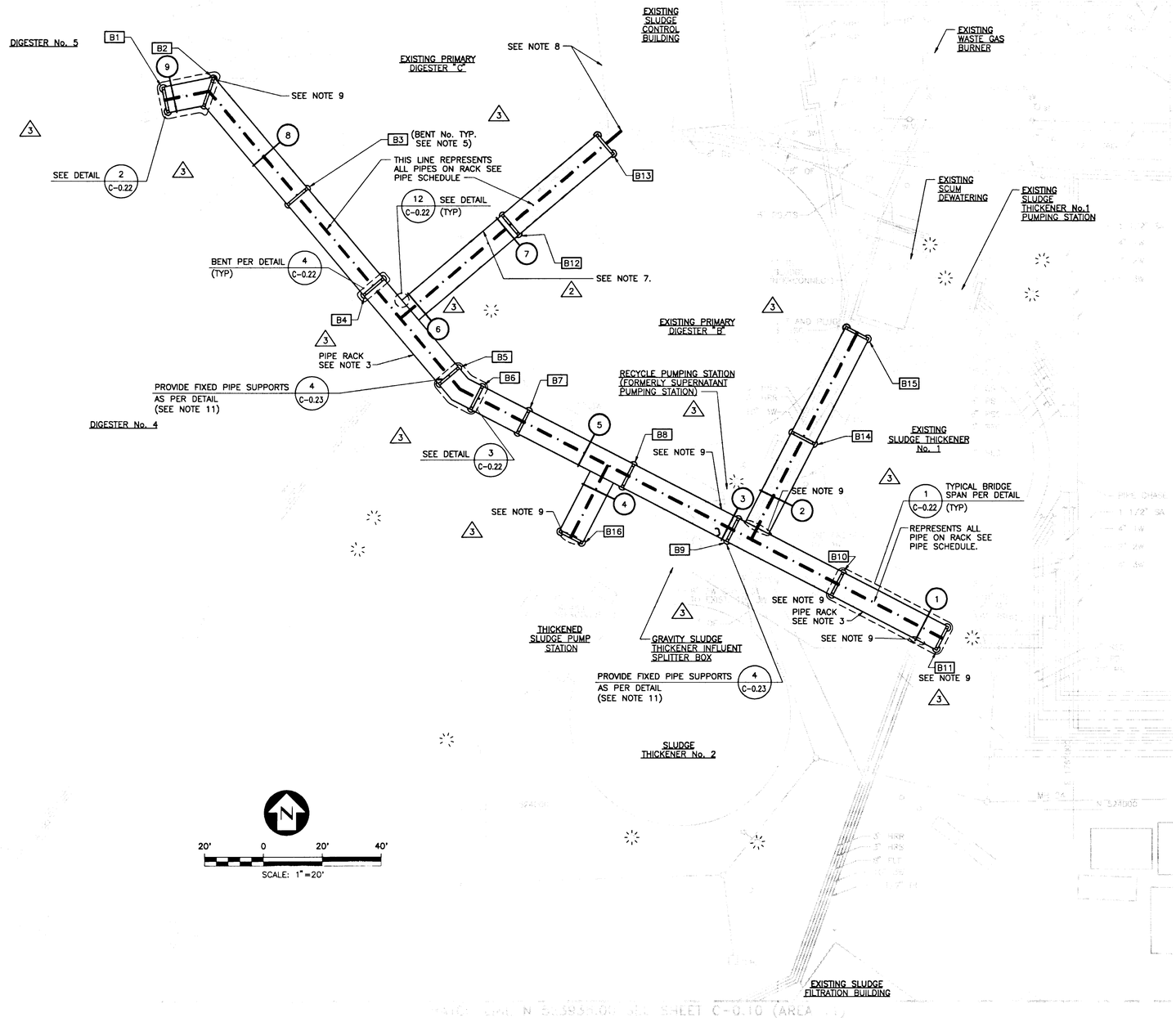
SCALE AS SHOWN
SHEET NO. C-0.11C
SHEET OF
PROJECT NO. MUD-93-06

JUL 26, 1996 - 13:17:05 STK\727402\RFI34D2\C0-11CAL.DWG

762X

BASH FILE CORP. IRVINE, CA EP4 32
93-06

EXHIBIT 3



SCHEDULE OF PIPES ON PIPE RACK

SECTION	PIPELINE SIZE AND SERVICE
1	10" 3W, 8" SEC, 6" PS, 3" HRR, 3" HRS, 1 1/2" POL
2	10" 3W, 6" TS, 6" TSC, ELECTRICAL CONDUIT, 3" HRR, 3" HRS
3	10" 3W, 6" TS, 6" TSC, 2 1/2" D, ELECTRICAL CONDUIT (3)
4	6" TS (2 PIPES), 6" TSC, 2" 3W, 2 1/2" D, 1" 2W, 1" SA
5	10" 3W, 6" TS, 4" 2W, 2" SA, ELECTRICAL CONDUIT
6	16" DG, 8" TS, 8" HRR, 8" HRS, 4" SA, 4"2W
7 (SEE NOTE 7 & 8)	16" DG, 8" BS, 8" HRR, 8" HRS, 8" TS, 4" SA (2)
8	16" DG, 10" 3W, 8" TS, 8" HRR, 8" HRS, 6"TS, 4" 2W, 4" SA, ELECTRICAL CONDUIT
9	16" DG, 8" TS, 8" HRR, 8" HRS, 6" TS, 6" 3W, 4" 2W, 4" SA, ELECTRICAL CONDUIT

NOTES:

1. LOCATION OF OVERHEAD PIPE SUPPORTS IS APPROXIMATE. IN THE CASE OF CONFLICT WITH BURIED PIPE (ie., PIPE RACK FOUNDATION ENCROACHES WITHIN 2 FEET OF ANY BURIED LINE,) CONTRACTOR HAS THREE OPTIONS: 1) FOR PRESSURE PIPE REROUTE PIPING AROUND SUPPORTS; 2) FOR GRAVITY PIPE, RELOCATE THE SUPPORT; 3) FOR GRAVITY OR PRESSURE PIPE ENCASE PIPE IN CONCRETE FOR A DISTANCE OF FOUR FEET ON ALL SIDES OF FOUNDATION. SUBMIT A DETAILED DESCRIPTION OF THE PROPOSED ACTIVITY FOR THE ENGINEERS APPROVAL. DO NOT PROCEED WITH PROPOSED CHANGES UNTIL WRITTEN APPROVAL IS RECEIVED FROM THE ENGINEER.
2. ACCURACY OR COMPLETENESS OF THE EXISTING UTILITIES SHOWN IS NOT GUARANTEED. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION (SEE SPECS.).
3. THIS PLAN SHEET IS INTENDED TO SHOW PIPE RACK AND ABOVEGROUND PIPING ONLY.
4. FOR ELEVATIONS AND LOCATIONS OF PIPELINE CONNECTIONS TO STRUCTURES SEE MECHANICAL PLANS.
5. FOR BENT SCHEDULE, SEE SHEET C-0.22. (2)
6. INTERMEDIATE SUPPORTS SHOWN ON DETAIL 3 C-0.23
7. HANG 8" BS LINE FROM SECTION 7 ON LOWER MEMBER OF PIPE RACK. INVERT ELEVATION AT 9.0 FEET. SEE SHEET M-1.15 FOR CONTINUATION OF LINE IN EXISTING SLUDGE CONTROL BUILDING.
8. (2) DIGESTER GAS, SERVICE AIR AND HOT WATER PIPING TO BE INSTALLED ACROSS THE ROOF OF EXISTING SLUDGE CONTROL BUILDING ALONG THE INSIDE FACE OF THE PARAPET WALL. WALL IS 8-INCH THICK REINFORCED CONCRETE, 2'-8" HIGH. CONTRACTOR TO PROVIDE PIPE SUPPORTS AT 10'-0" ON CENTER. SUBMIT DETAILS OF PROPOSED SUPPORT SYSTEM TO THE ENGINEER FOR APPROVAL.
9. PROVIDE TURN DOWN PIPE SUPPORTS, PER DETAILS 1 C-0.23 AND 2 C-0.23 AS REQUIRED. PROVIDE COUPLING ON PIPES AT 12" ABOVE GRADE.
10. POSITION FLANGES OF PIPES ON RACKS SUCH THAT THEY DO NOT LIE OVER SUPPORT MEMBERS. (2)
11. PROVIDE EXPANSION JOINTS FOR EACH PIPE. STAGGER 5 FEET MAX. AND LOCATE A MAXIMUM OF 18" FROM SUPPORT MEMBER LOCATION.
12. FOR ELECTRICAL CONDUIT INFORMATION, SEE SHEET E-1.2
13. FOR ADDITIONAL INFORMATION SEE SHEET C-0.12A, C-0.12B & C-0.12C (3)

RECORD DRAWING

NO.	DATE	REVISIONS	BY
R	10/97	RECORD DWG. CHANGES INCORP.	JAR
3	10/9/95	RFI NO. 34	VMB
	12/12/94	ISSUED FOR CONSTRUCTION	VMB
2		ADDENDUM NO.2	VMB
0		ISSUED FOR BID	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: J. TRISLER, T. WOODING 8/94
DRAWN BY: L. FLUKER 8/94
CHECKED BY:
ENGINEER
REGISTRATION NO. C 31940 DATE

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Nick E. Watts
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES
ES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Dodge DATE: 1/26/01
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM - STAGES I AND II

SLUDGE PROCESSING FACILITIES PIPE RACK AND ABOVE GROUND PIPING PLAN AREA 8

SCALE 1"=20'
SHEET NO. C-0.12
SHEET OF
PROJECT NO. MUD-93-06

OCT 10, 1995 - 15:01:03 STK\9306\ADD2\C-12AL.DWG

762X

EAGLE FILE CORP. IRVINE, CA
93-06
BFH 88

EXHIBIT 3

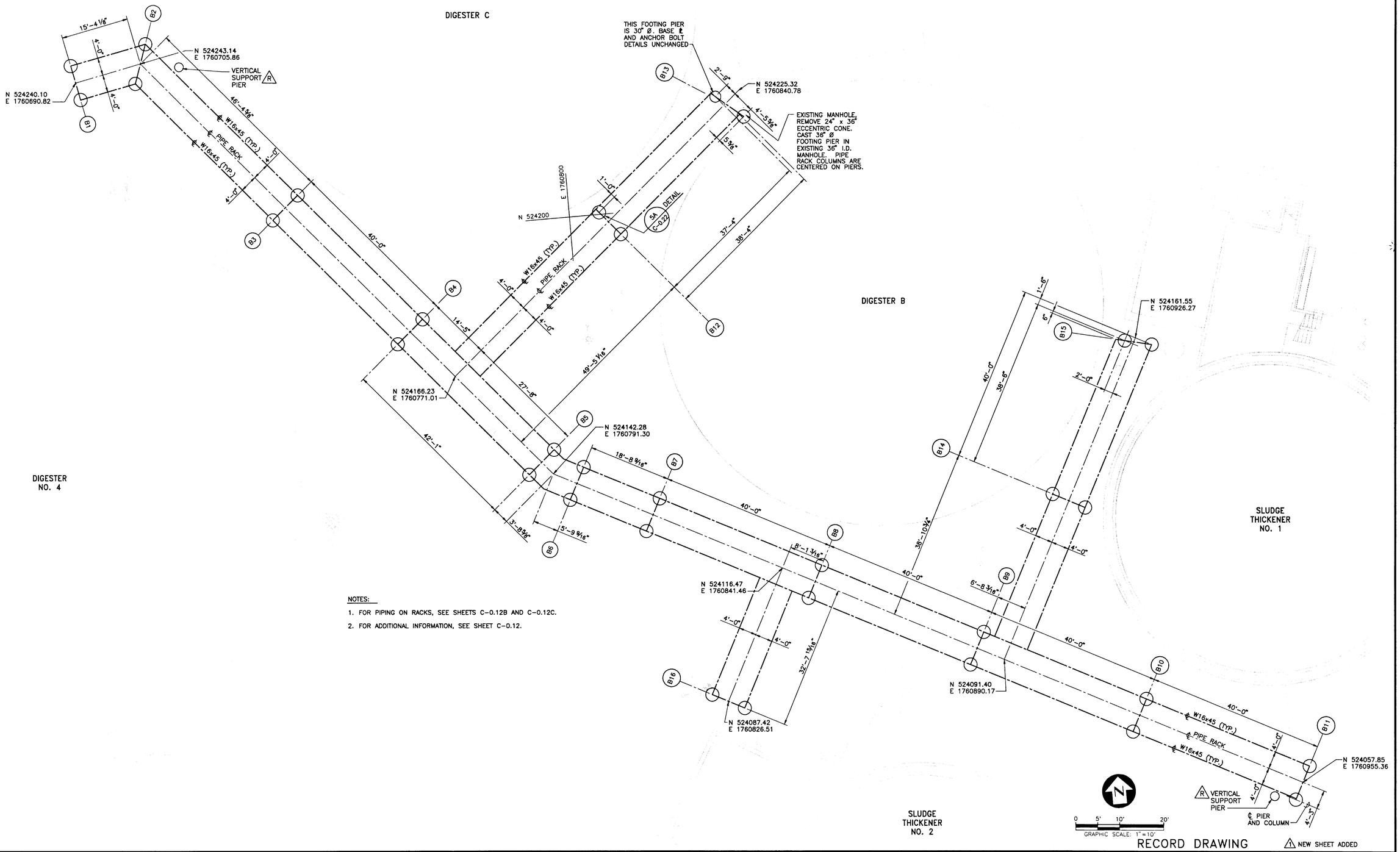
DIGESTER C

DIGESTER B

DIGESTER NO. 4

SLUDGE THICKENER NO. 1

SLUDGE THICKENER NO. 2



NOTES:

1. FOR PIPING ON RACKS, SEE SHEETS C-0.12B AND C-0.12C.
2. FOR ADDITIONAL INFORMATION, SEE SHEET C-0.12.

RECORD DRAWING

⚠1 NEW SHEET ADDED

NO.	DATE	REVISIONS	BY
R	9/97	RECORD DWG CHANGES INCORP.	JAR
1	10/9/95	RFI NO. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: T. WOODING 7/95
DRAWN BY: B. HARRIS 7/95
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE 9/1/94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Rita E. Watts
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald W. Dodge DATE: 1/26/61
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

SLUDGE PROCESSING FACILITIES PIPE RACK PLAN

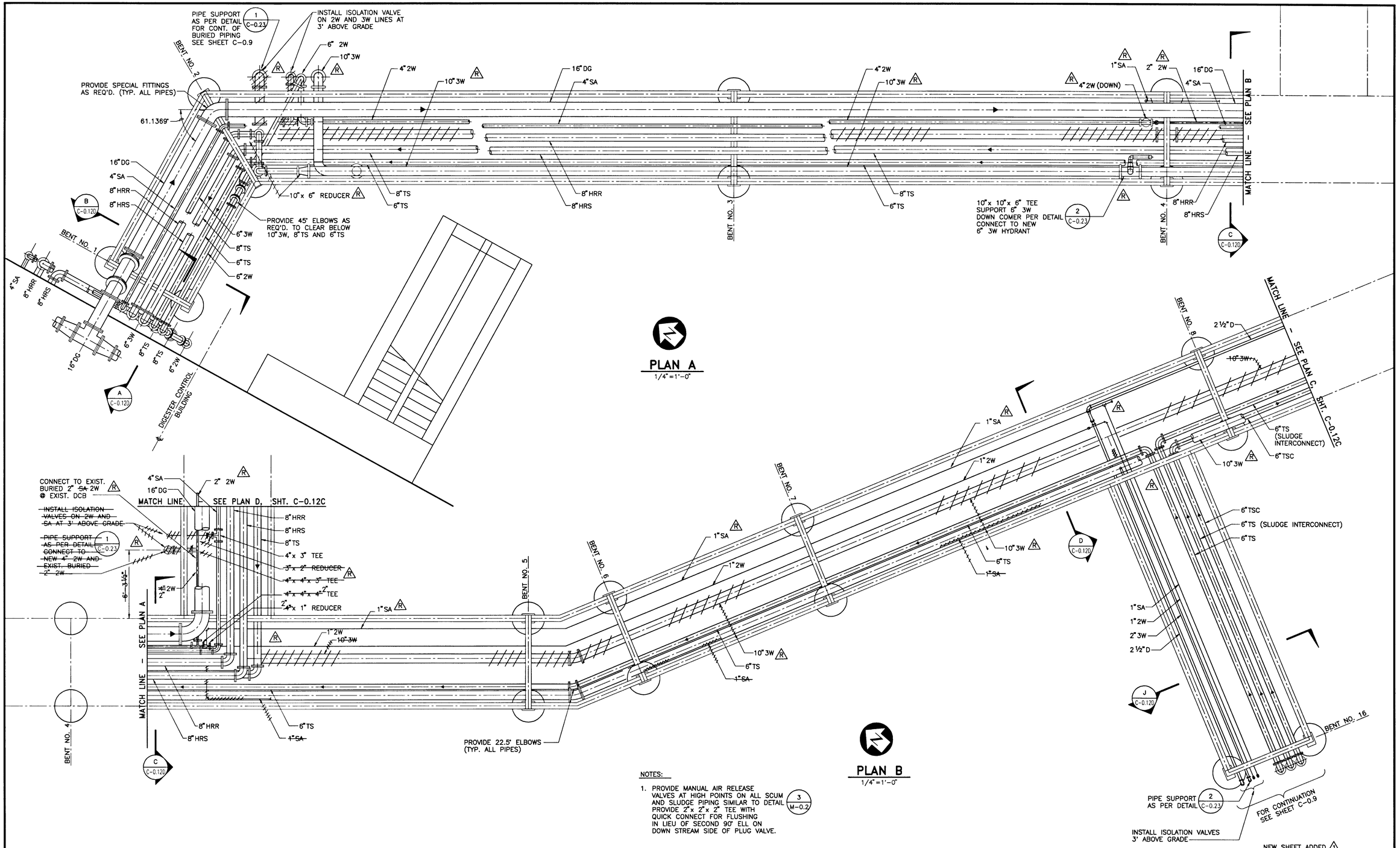
SCALE AS SHOWN
SHEET NO. C-0.12A
SHEET OF
PROJECT NO. MUD-93-06

OCT. 10, 1995 - 15:05:02 STOCKTON\DIGESTER\9F134\C0-12AM1.DWG

762X

BARI FILE COPY, IRVINE, CA
93-06
BFH 22

EXHIBIT 3



NOTES:

1. PROVIDE MANUAL AIR RELEASE VALVES AT HIGH POINTS ON ALL SCUM AND SLUDGE PIPING SIMILAR TO DETAIL 3 M-0.2 PROVIDE 2"x 2"x 2" TEE WITH QUICK CONNECT FOR FLUSHING IN LIEU OF SECOND 90° ELL ON DOWN STREAM SIDE OF PLUG VALVE.

NEW SHEET ADDED 1

NO.	DATE	REVISIONS	BY
R	9/97	RECORD DWG CHANGES INCORP.	JAR
1	10/9/95	RFI NO. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: B. HARRIS 8/95
DRAWN BY: B. HARRIS 8/95
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE 9/1/94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Walter E. Watts
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES
ES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Dodge DATE: 1/26/01
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

SLUDGE PROCESSING FACILITIES PIPE RACK ABOVE GRADE PIPING PLANS A AND B

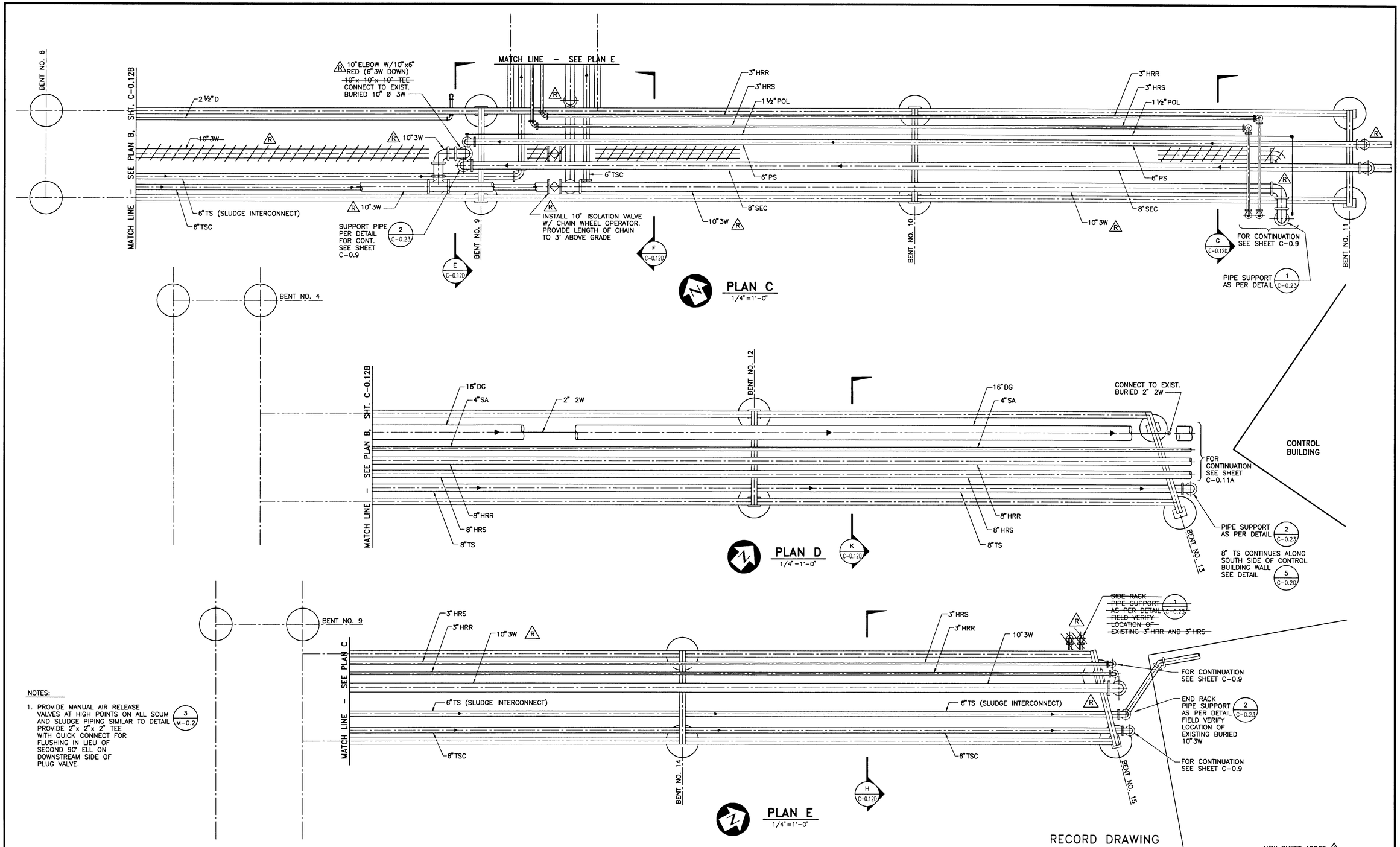
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SHEET OF
PROJECT NO. MUD-93-06

OCT. 10, 1995 – 15:11:51 STOCKTON\DIGESTER\RFI34\CO-12BAL.DWG

762X

93-06
EPH 88
BASE FILE CORR. IRVINE CA

EXHIBIT 3



NOTES:

1. PROVIDE MANUAL AIR RELEASE VALVES AT HIGH POINTS ON ALL SCUM AND SLUDGE PIPING SIMILAR TO DETAIL 3 M-0.2 PROVIDE 2"x 2"x 2" TEE WITH QUICK CONNECT FOR FLUSHING IN LIEU OF SECOND 90° ELL ON DOWNSTREAM SIDE OF PLUG VALVE.

RECORD DRAWING

NEW SHEET ADDED 1

NO.	DATE	REVISIONS	BY
R	10/97	RECORD DWG. CHANGES INCORP.	JAR
1	10/9/95	RFI NO. 34	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: B. HARRIS 1/94
DRAWN BY: B. HARRIS 1/94
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE 9/1/94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
Keith E. Walton
DATE 8-31-99

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES
ES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Gratz DATE: 1/26/01
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

SLUDGE PROCESSING FACILITIES
PIPE RACK
ABOVE GRADE PIPING PLANS C, D AND E

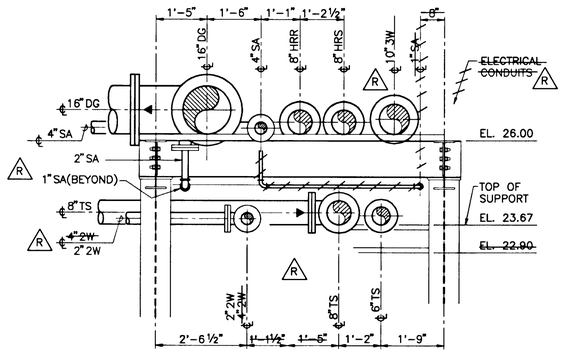
SCALE AS SHOWN
SHEET NO. C-0.12C
SHEET OF
PROJECT NO. MUD-93-06

BASI FILE CORP. IRVINE, CA
93-06
BPM 38

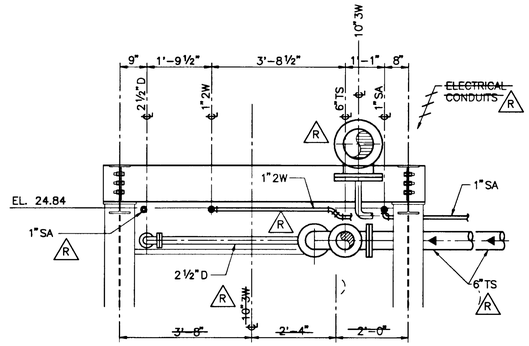
OCT. 10, 1995 - 15:14:22 STOCKTON\DIGESTER\RFI34\CO-12CA.DWG

762X.

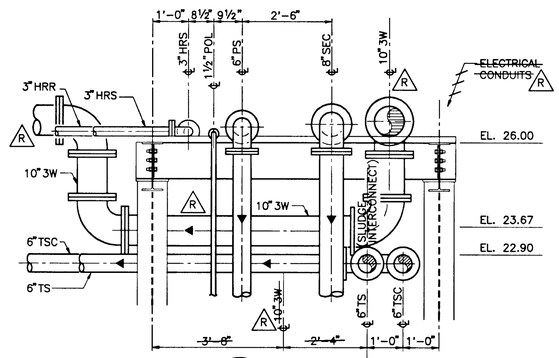
EXHIBIT 3



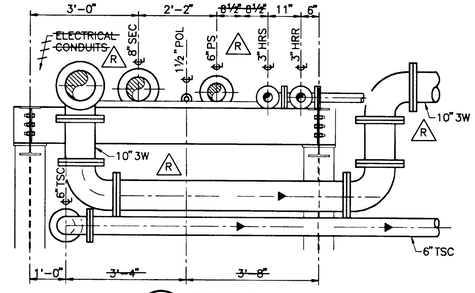
C SECTION C-0.12B 1/2" = 1'-0"



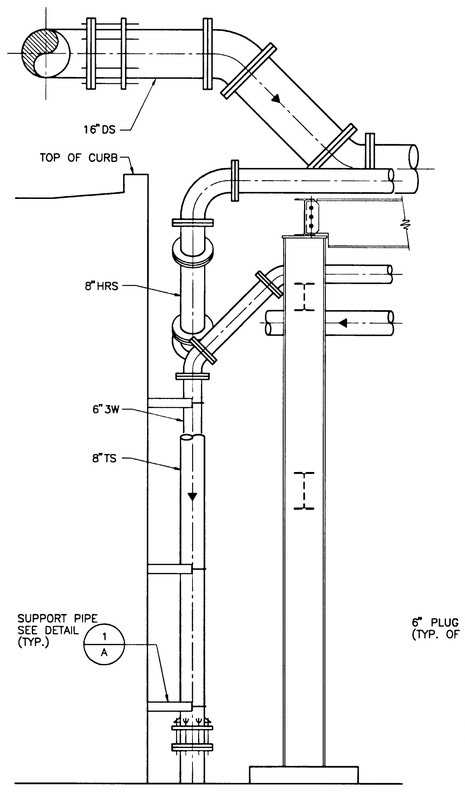
D SECTION C-0.12B 1/2" = 1'-0"



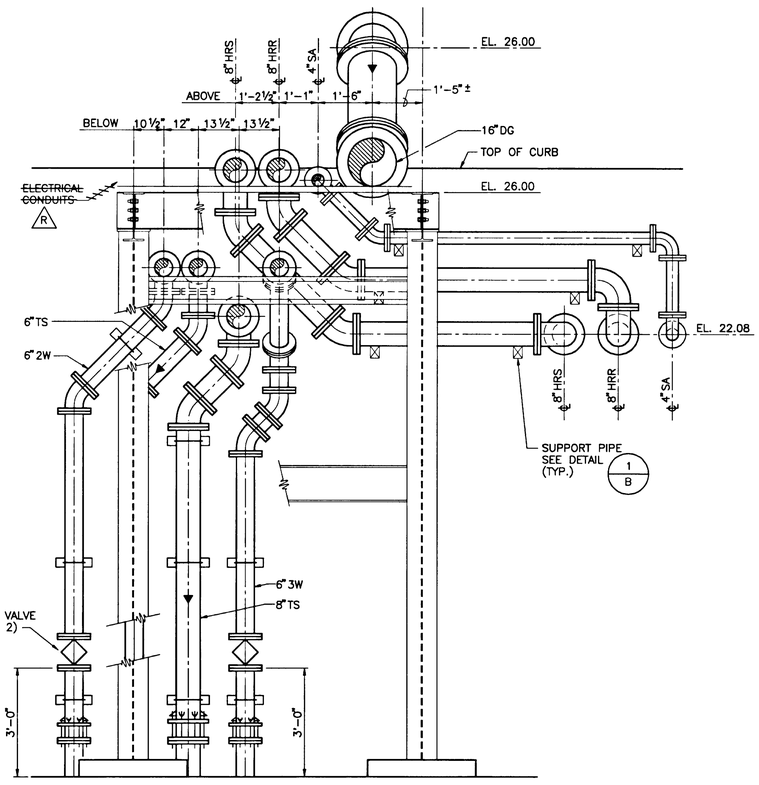
E SECTION C-0.12C 1/2" = 1'-0"



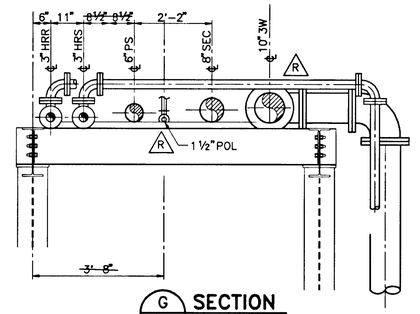
F SECTION C-0.12C 1/2" = 1'-0"



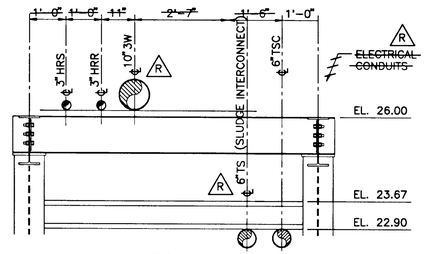
A SECTION C-0.12B 1/2" = 1'-0"



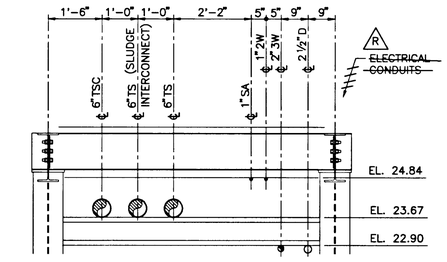
B SECTION C-0.12B 1/2" = 1'-0"



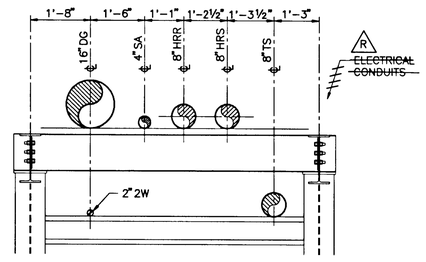
G SECTION C-0.12C 1/2" = 1'-0"



H SECTION C-0.12C 1/2" = 1'-0"



J SECTION C-0.12B 1/2" = 1'-0"



K SECTION C-0.12C 1/2" = 1'-0"

RECORD DRAWING

NEW SHEET ADDED 1

NO.	DATE	REVISIONS	BY
R	10/97	RECORD DWG. CHANGES INCORP.	JAR
1	10/9/95	RFI NO. 34	VMB

PROJECT NO. NC406 — DATE
DESIGNED BY: B. HARRIS — 1/94
DRAWN BY: B. HARRIS — 1/94
CHECKED BY:
ENGINEER
REGISTRATION NO. C-041281 DATE 9/1/94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Doche DATE: 1/26/01
ENGINEERING MANAGER, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

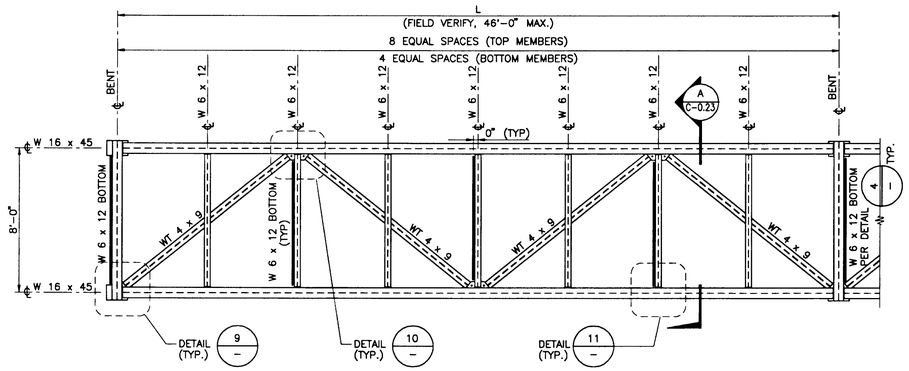
SLUDGE PROCESSING FACILITIES PIPE RACK SECTIONS AND DETAILS

SCALE: AS SHOWN
SHEET NO.: C-0.12D
SHEET OF
PROJECT NO.: MUD-93-06

OCT. 10, 1995 - 15:16:15 STOCKTON\DIGESTER\RF134\CO-12D2.DWG

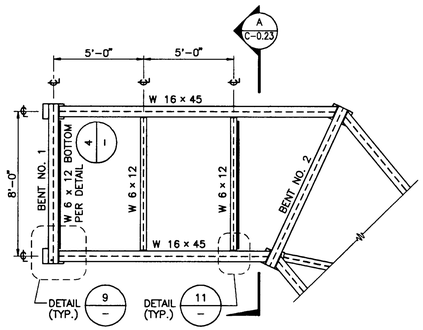
BASI PLAN CORP. IRVINE, CA
93-06
BPH 88

762X

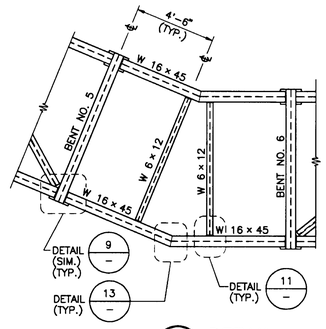


PLAN

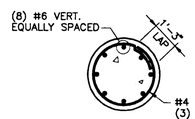
1 TYPICAL BRIDGE SPAN DETAIL
C-0.11, C-0.12 — 1/4" = 1'-0"



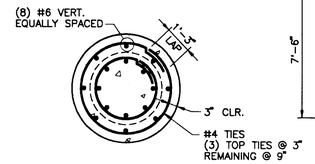
2 DETAIL
C-0.11, C-0.12 — 1/4" = 1'-0"



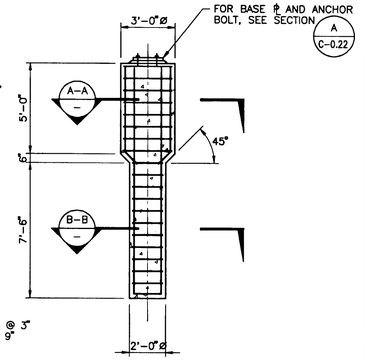
3 DETAIL
C-0.11, C-0.12 — 1/4" = 1'-0"



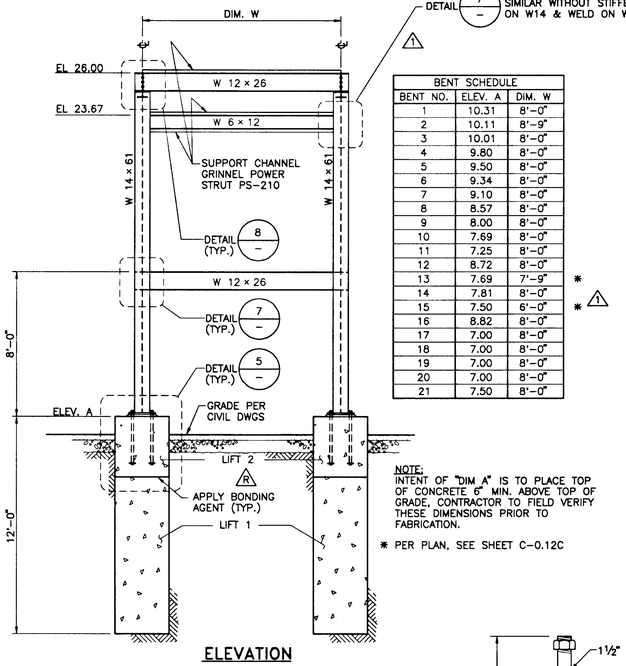
B-B SECTION
1/2" = 1'-0"



A-A SECTION
1/2" = 1'-0"



5A DETAIL
C-0.12A — 1/4" = 1'-0"



ELEVATION

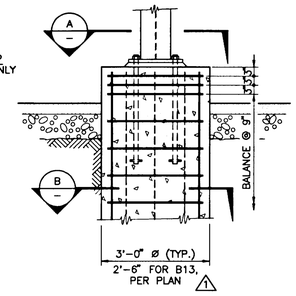
DETAIL 7 SIMILAR WITHOUT STIFFENER PL ON W14 & WELD ON WEB ONLY

BENT SCHEDULE		
BENT NO.	ELEV. A	DIM. W
1	10.31	8'-0"
2	10.11	8'-9"
3	10.01	8'-0"
4	9.80	8'-0"
5	9.50	8'-0"
6	9.34	8'-0"
7	9.10	8'-0"
8	8.57	8'-0"
9	8.00	8'-0"
10	7.69	8'-0"
11	7.25	8'-0"
12	8.72	8'-0"
13	7.69	7'-9" *
14	7.81	8'-0" *
15	7.50	6'-0" *
16	8.82	8'-0"
17	7.00	8'-0"
18	7.00	8'-0"
19	7.00	8'-0"
20	7.00	8'-0"
21	7.50	8'-0"

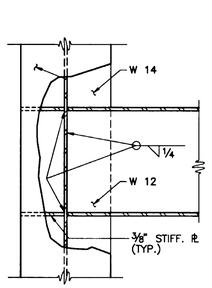
NOTE: INTENT OF "DIM A" IS TO PLACE TOP OF CONCRETE 6" MIN. ABOVE TOP OF GRADE, CONTRACTOR TO FIELD VERIFY THESE DIMENSIONS PRIOR TO FABRICATION.

* PER PLAN, SEE SHEET C-0.12C

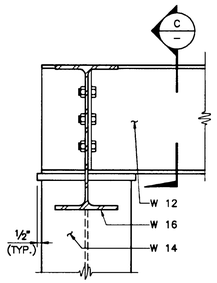
4 TYPICAL BENT DETAIL
C-0.11, C-0.12 — 1/4" = 1'-0"



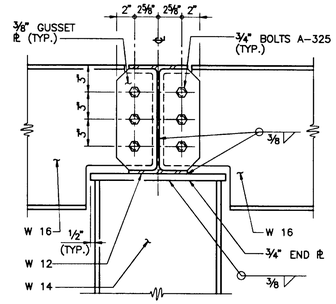
5 DETAIL
1/2" = 1'-0"



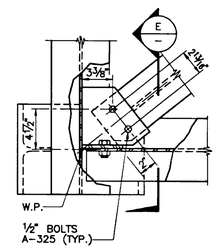
7 DETAIL
1 1/2" = 1'-0"



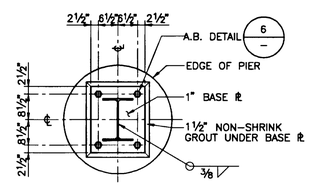
8 DETAIL
1 1/2" = 1'-0"



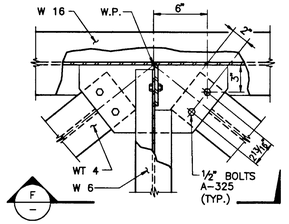
C SECTION
1 1/2" = 1'-0"



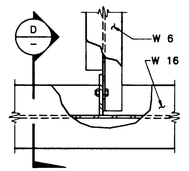
9 DETAIL
1" = 1'-0"



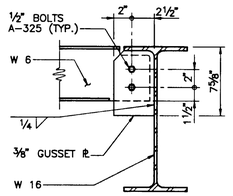
A SECTION
1/2" = 1'-0"



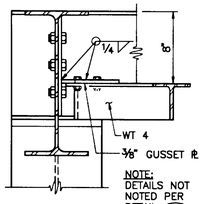
10 DETAIL
1 1/2" = 1'-0"



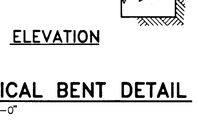
11 DETAIL
1" = 1'-0"



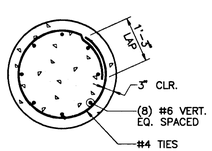
D SECTION
1 1/2" = 1'-0"



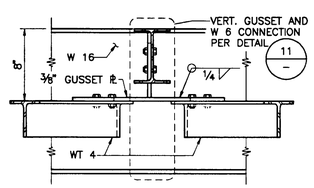
E SECTION
1 1/2" = 1'-0"



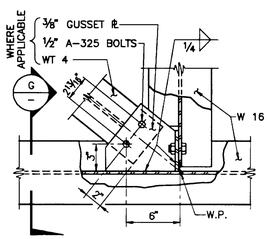
6 DETAIL
1 1/2" = 1'-0"



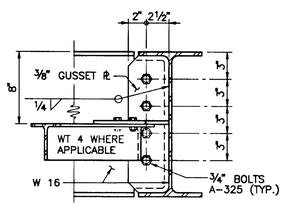
B SECTION
1/2" = 1'-0"



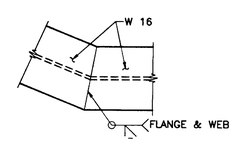
F SECTION
1 1/2" = 1'-0"



12 DETAIL
C-0.12 — 1" = 1'-0"



G SECTION
1 1/2" = 1'-0"



13 DETAIL
1" = 1'-0"

RECORD DRAWING

NO.	DATE	REVISIONS	BY
2	10/97	RECORD DWG. CHANGES INCORP.	JAR
1	10/9/95	RFI NO. 34	VMB
	12/12/94	ISSUED FOR CONSTRUCTION	VMB
0		ISSUED FOR BID	VMB

PROJECT NO. NC406 — DATE
DESIGNED BY: K. JAVAHERIAN, D. DRAEGER — 8/94
DRAWN BY: D. DRAEGER — 8/94
CHECKED BY:
ENGINEER
REGISTRATION NO. C 041281 — DATE 9-1-94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Drake — ASSISTANT DIRECTOR, DEPARTMENT OF MUNICIPAL UTILITIES — DATE: 1/26/01

RWCF STAGED EXPANSION PROGRAM – STAGES I AND II

PIPE RACK SECTIONS AND DETAILS

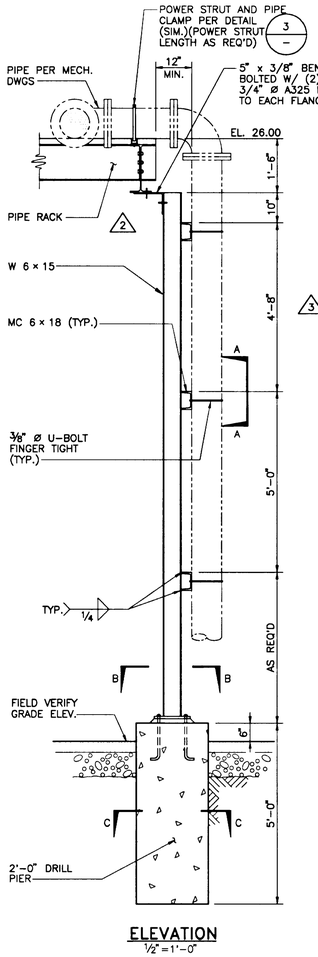
SCALE: AS SHOWN
SHEET NO. C-0.22
SHEET OF
PROJECT NO. MUD-93-06

OCT 10, 1995 - 15:17:48 STK\727402\RFI34\CD-22AL.DWG

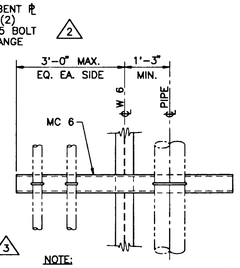
762X

93-06
BAAH FILE COPY, IRVINE, CA
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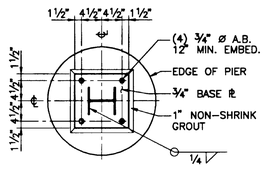
EXHIBIT 3



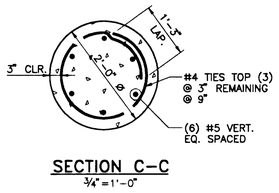
ELEVATION
1/2" = 1'-0"



SECTION A-A
1/2" = 1'-0"



SECTION B-B
3/4" = 1'-0"

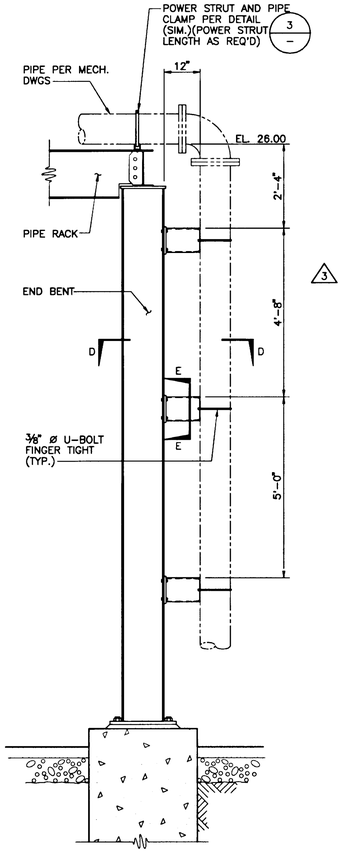


SECTION C-C
3/4" = 1'-0"

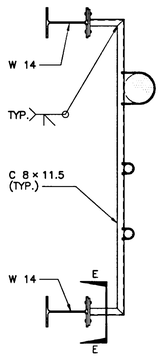
TURN DOWN PERPENDICULAR TO PIPE RACK

NOTE:
1. PROVIDE THRUST BLOCKS AT FITTINGS WHERE BURIED PIPE DAYLIGHTS TO RISE ON TO PIPE RACKS.

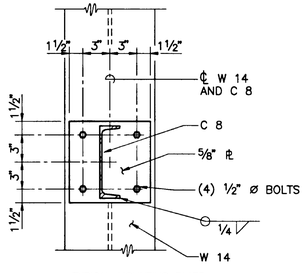
1 TURN DOWN PIPE SUPPORT DETAIL
C-0.11/C-0.12 AS SHOWN



ELEVATION
1/2" = 1'-0"



SECTION D-D
1/2" = 1'-0"



TYPICAL MOUNTING PLATE

SECTION E-E
1 1/2" = 1'-0"

TURN DOWN AT END BENT

NOTE:
1. PROVIDE THRUST BLOCKS AT FITTINGS WHERE BURIED PIPE DAYLIGHTS TO RISE ON TO PIPE RACKS.

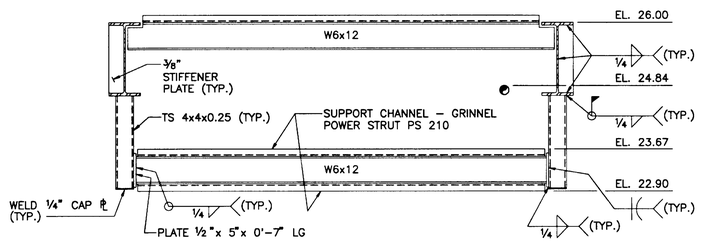
2 TURN DOWN PIPE SUPPORT DETAIL
C-0.11/C-0.12 AS SHOWN

NOTES:

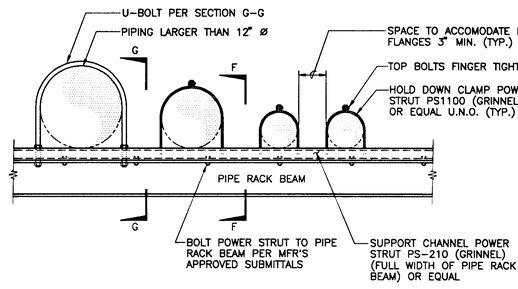
PIPES SHOWN AT ELEVATION 24.84 AT TOP OF PIPE SHALL BE SUPPORTED AS PER DETAIL 7 ON SHT. S-0.6.

PIPES SHOWN AT ELEVATION 22.90 AT TOP OF PIPE SHALL BE SUPPORTED BENEATH LOWER W6x12 SIMILAR TO DETAIL 3 ON SHT. C-0.23.

PIPES SHOWN ABOVE UPPER AND LOWER W6x12 SHALL BE SUPPORTED AS PER DETAIL 3 ON SHT. C-0.23.



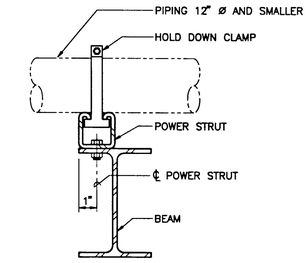
A BELOW RACK PIPE SUPPORT DETAIL
C-0.22 3/4" = 1'-0"



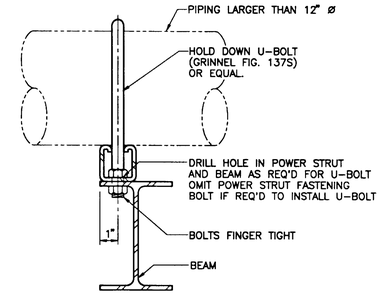
ELEVATION

NOTES:
1. ACTUAL PIPING ARRANGEMENT TO BE DETERMINED BY THE CONTRACTOR PER PLANS.
2. PROVIDE SUPPORTS AS SHOWN ON ALL W6 INTERMEDIATE BEAMS AND EVERY BENT TOP BEAM OF PIPE RACK
3. FOR PIPING LARGER THAN 12" Ø SEE SECTION G-G
4. FOR HOT WATER PIPING PROVIDE INSULATION PROTECTION SHIELDS (GRINNEL FIG. 167) OR EQUAL.

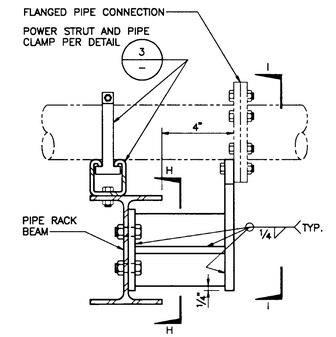
3 PIPE RACK PIPE SUPPORT DETAIL
C-0.11/C-0.12 N.T.S.



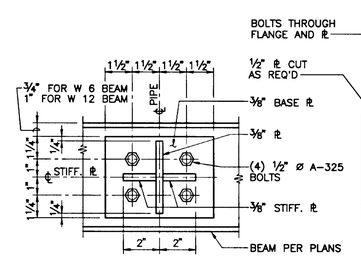
SECTION F-F



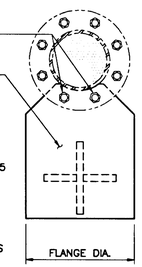
SECTION G-G



ELEVATION



SECTION H-H



SECTION I-I

4 PIPE RACK RESTRAINED PIPE SUPPORT DETAIL
C-0.11/C-0.12 3" = 1'-0"

RECORD DRAWING

NO.	DATE	REVISIONS	BY
R	10/97	RECORD DWG. CHANGES INCORP.	JAR
3	10/9/95	RFI NO. 34	VMB
	12/12/94	ISSUED FOR CONSTRUCTION	VMB
2		ADDENDUM NO. 2	VMB
0		ISSUED FOR BID	VMB

PROJECT NO. NC406 DATE
DESIGNED BY: K. JAVAHERIAN, T. WOODING 9/94
DRAWN BY: D. DRAEGER 9/94
CHECKED BY:
ENGINEER
REGISTRATION NO. C 041281 DATE 9-1-94

RECORD DRAWINGS PREPARED BY:
DEWANTE AND STOWELL CONSULTING ENGINEERS
DATE 8-31-98

ENGINEERING-SCIENCE
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT
1301 MARINA VILLAGE PKWY., SUITE 200, ALAMEDA, CALIFORNIA 94501 510/769-0100
OFFICES IN PRINCIPAL CITIES

DEPARTMENT OF MUNICIPAL UTILITIES
CITY OF STOCKTON, CALIFORNIA
APPROVED BY: Donald M. Dodge DATE: 1/26/01
ASSISTANT DIRECTOR, DEPARTMENT OF MUNICIPAL UTILITIES

RWCF STAGED EXPANSION PROGRAM - STAGES I AND II

PIPE RACK SECTIONS AND DETAILS

SCALE AS SHOWN
SHEET NO. C-0.23
SHEET OF
PROJECT NO. MUD-93-06

OCT 10, 1995 - 15:18:37 S:\K\727402\RFI34\C0-23AL.DWG

762X

93-06
BAAI FILE COPY, IRVINE, CA
BPM

File #: 22-0888, **Version:** 1

ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF MEMBRANE FILTERS FROM FILMTEC CORPORATION FOR THE DELTA WATER TREATMENT PLANT

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve findings pursuant to Stockton Municipal Code Section 3.68.070 for an exception to the competitive bidding process.

2. Authorize a purchase agreement with FilmTec Corporation for membrane filters in the amount of $456,219.26.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Delta Water Treatment Plant (DWTP) uses advanced membrane ultra-filtration to provide Stockton residents with high-quality drinking water that meets all State and Federal regulations. Under normal operations, membrane filter units have a service life of five to ten years. The filter units require replacement to maintain water production operations at the treatment plant. Currently, FilmTec Corporation (formerly Evoqua Water Technologies, Inc.) is the only manufacturer of membrane filter units approved by the State Water Resources Control Board (SWRCB) that are the correct size for the membrane filtration system used at the DWTP.

Staff recommends approval of a purchase agreement with FilmTec Corporation for 408 membrane filter units in the amount of $456,219.26. Upon purchase and delivery, membrane installation will be completed by the Municipal Utilities Department (MUD) staff to ensure the continued production of high-quality drinking water for Stockton residents.

DISCUSSION

Background

The MUD operates and maintains the DWTP. When the DWTP was designed and constructed, advanced membrane ultra-filtration was installed in the treatment process to provide Stockton residents with high-quality drinking water that meets all State and Federal regulations. The membrane filtration system uses filter units that have a finite service life of five to ten years and require replacement under a regular maintenance program. If the filters are not replaced under the

maintenance program, drinking water quality may fail to meet State and Federal standards, and the DWTP may need to stop production.

On December 31, 2019, the Memcor membrane product line was purchased from Evoqua Water Technologies LLC by DuPont de Nemours Inc. (DuPont) and is now operating under the DuPont FilmTec Corporation business unit. The contracts issued for the supply of Memcor membranes were transferred with the sale of the Memcor product line to FilmTec Corporation, including all bonds and insurance certificates. The Memcor business line is 100 percent owned by FilmTec Corporation.

Present Situation

In 2014, Evoqua Water Technologies, Inc. (FilmTec Corporation) supplied new membrane filters for the ten-skid membrane filtration system at the DWTP. These filter units have a finite service life of five to ten years and require replacement to ensure the membrane filtration system continues to perform as designed by the manufacturer. To make certain the filter units are replaced before the end of service life, the MUD in 2019 developed a maintenance program where filter units are replaced in two membrane skids each year. There are 204 filter units per membrane filter skid. Under the current program, all filter units installed in 2014 will be replaced by FY 2023. This ongoing maintenance program will ensure the membrane filtration system is properly maintained and operated into the future.

The use of membrane filter technology is required to be approved by the SWRCB. FilmTec Corporation is currently the only approved manufacturer of membrane filters for water treatment by the SWRCB. In addition, this manufacturer has the correct type and size membranes designed for installation at the DWTP.

Staff recommends the City Council approve a purchase agreement for 408 membrane filter units from FilmTec Corporation to service two membrane filter skids. FilmTec Corporation will provide free shipping for the filters, the same conditions provided by Evoqua Water Technologies. The cost of the filter units is $456,219.26 including tax (Exhibit 1 to the Resolution).

Findings

Stockton Municipal Code Section 3.68.070(A)(4) provides an exception to the competitive bidding requirements for purchases exceeding $75,000 when City Council approves findings that support and justify the purchase.

Proposed findings to support a sole-source purchase are:

1. There are no other alternative membrane filter units that meet National Sanitation Foundation standards that have been approved by the SWRCB and are the correct type and size for the DWTP membrane filter skid.

2. Membrane filter replacement is a standard maintenance practice required to preserve the quality of the filtration treatment process and the production of high-quality drinking water. If the filter units are not replaced before the end of service life, the City’s water production may fail to meet state and federal standards.

3. Maintaining the drinking water production system with the current type of membranes is more cost-effective than replacing them with a different filtration system, due to the supporting infrastructure, piping, structures, connections, electrical, tooling, and instrumentation in place for the existing membrane filtration system. Therefore, using the current type of membranes is in the public's best interest.

4. The membrane filtration system warranty covers material costs for repairs due to defective membrane filters. The use of any membrane filter not supplied by FilmTec Corporation will void the existing warranty.

Staff recommends the City Council approve these findings as an exception to the competitive bidding process and authorize the purchase of 408 membrane filter units from FilmTec Corporation in the amount of $456,219.26.

FINANCIAL SUMMARY

The cost of the FilmTec Corporation filters is $456,219.26. The FY 2022-23 Annual Budget includes appropriation to cover the purchase and delivery of membrane filters in the Water Utility Fund, Buildings and Structures account.

There is no impact to the General Fund or any other unrestricted fund from this action.

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE PURCHASE OF MEMBRANE FILTERS FROM FILMTEC CORPORATION FOR THE DELTA WATER TREATMENT PLANT

The water treatment process at the Delta Water Treatment Plant (DWTP) was designed and constructed with advanced membrane ultra-filtration to provide high-quality drinking water for Stockton's residents and to meet all State and Federal regulations; and

Membrane filter unit replacement every five to ten years is part of the regular maintenance program required to keep the treatment plant in operation; and

On December 31, 2019, the Memcor product line was purchased from Evoqua Water Technologies LLC by DuPont de Nemours Inc. (DuPont) and is now operating under DuPont's FilmTec Corporation business unit; and

FilmTec Corporation is currently the only approved manufacturer of membrane filters for water treatment by the State Water Resources Control Board (SWRCB) that are the correct type and size membranes for the DWTP; and

Staff recommends the purchase of filter units for two membrane skids from FilmTec Corporation for $456,219.26. Installation of the filter units will be completed by the MUD staff; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the following findings which support and justify an exception to the competitive bidding process pursuant to Stockton Municipal Code Section 3.68.070:

    a. There are no other alternative membrane filter units that meet National Sanitation Foundation standards that have been approved by the SWRCB and are the correct type and size for the DWTP membrane filter skid.

    b. Membrane filter replacement is a standard maintenance practice required to preserve the quality of the filtration treatment process and the production of high-quality drinking water. If the filter units are not replaced before the end of service life, the City's water production may fail to meet state and federal standards.

c. Maintaining the drinking water production system with the current type of membranes is more cost-effective than replacing them with a different filtration system, due to the supporting infrastructure, piping, structures, connections, electrical, tooling, and instrumentation in place for the existing membrane filtration system. Therefore, using the current type of membranes is in the public's best interest.

d. The membrane filtration system warranty covers material costs for repairs due to defective membrane filters. The use of any membrane filter not supplied by FilmTec Corporation will void the existing warranty.

2. The City Council authorizes the execution of a purchase agreement for membrane filters from FilmTec Corporation (formerly Evoqua Water Technologies, Inc.) quoted in the amount of $456,219.26, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. The City Manager or his designee is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

Document Date	**Order Number**
05/23/2022	41161729

Customer P.O. number
532022 05/03/2022

Ship-to / Consignee ***11005462***
CITY OF STOCKTON DELTA WATER SUPPLY PROJECT
c/o CITY OF STOCKTON
11373 N LOWER SACRAMENTO RD
LODI CA 95242-9545

Forwarding Agent/Notify Party/End User

Transport Mode

Shipping Point
MARLBOROUGH VIRT 0014 WS

Sold-to ***11005462***
CITY OF STOCKTON DELTA WATER SUPPLY PROJECT
c/o CITY OF STOCKTON
11373 N LOWER SACRAMENTO RD
LODI CA 95242-9545

Carrier / Drayage

Country Shipped From
United States

Country of Destination
United States

Unloading Point

Terms of Delivery and Payment
PPD Destination

NET 30 DAYS FROM INVOICE DATE

Remit to
WIRE/ACH:
Acct: 40512844 ABA ACH/Domestic Wire Only: 021000089
Swift Code International Wires: CITIUS33
Citibank, 111 Wall Street, New York, NY 10043
CHECK PAYMENTS:
4118 Collection Center Drive
Chicago, IL 60693-0077

Please reference on payments.

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
	Valid to: 08/31/2023 **This quotation is valid through the above expiration date.**			
10	12038353 MODULE, SPARE L20N PVDF	408 EA	925.00 USD / EA	377,400.00 USD

Confirm Date **Quantity**
05/03/2022 408 EA

Gross Weight: 5,834.400 KG / 12,862.661 LB
Net Weight: 5,100.000 KG / 11,243.585 LB
No. of Pkgs: 408
NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	**Document Date** 05/23/2022	**Order Number** 41161729
	Customer P.O. number 532022	05/03/2022

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
20	12032210 O-RING, EPDM 9710 BS359 WRC BLUE DOT; **Confirm Date** 05/03/2022 **Quantity** 1,632 EA **Gross Weight:** 22.848 KG / 50.371 LB **Net Weight:** 17.952 KG / 39.577 LB **No. of Pkgs:** 1,632 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	1,632 EA	2.00 USD / EA	3,264.00 USD
30	12037213 O-RING, EPDM 9710 52.1X5.7MM BLUE DOT **Confirm Date** 05/03/2022 **Quantity** 1,632 EA **Gross Weight:** 9.792 KG / 21.588 LB **Net Weight:** 9.792 KG / 21.588 LB **No. of Pkgs:** 1,632 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	1,632 EA	2.00 USD / EA	3,264.00 USD
40	12032217 O-RING, EPDM 9710 BS114 WRC BLUE DOT; **Confirm Date** 05/03/2022 **Quantity** 1,632 EA **Gross Weight:** 1.632 KG / 3.598 LB **Net Weight:** 1.632 KG / 3.598 LB **No. of Pkgs:** 1,632 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	1,632 EA	0.30 USD / EA	489.60 USD

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

Document Date	**Order Number**
05/23/2022	41161729

Customer P.O. number
532022 05/03/2022

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
50	12036761 O-RING, VTN FKM 6741 BS211; **Confirm Date** 05/03/2022 **Quantity** 816 EA **Gross Weight:** 0.816 KG / 1.799 LB **Net Weight:** 0.816 KG / 1.799 LB **No. of Pkgs:** 816 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	816 EA	1.00 USD / EA	816.00 USD
60	12032211 O-RING, EPDM 9710 BS354 WRC BLUE DOT; **Confirm Date** 05/03/2022 **Quantity** 1,632 EA **Gross Weight:** 388.416 KG / 856.311 LB **Net Weight:** 16.320 KG / 35.979 LB **No. of Pkgs:** 1,632 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	1,632 EA	2.00 USD / EA	3,264.00 USD
70	12035217 GREASE, SILICON MX22 0.5KG; Energy Surcharge$ Freight Surcharge **Confirm Date** **05/03/2022** **Quantity** 4 KG **Gross Weight:** 2.648 KG / 5.838 LB **Net Weight:** 2.400 KG / 5.291 LB	4 KG	125.00 USD / KG	500.00 USD 11,669.92 24,500.00

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

Document Date	**Order Number**
05/23/2022	41161729

Customer P.O. number
532022 05/03/2022

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
	Subtotal			**425,167.52**
	6.00 % .			**24,040.06**
	1.25 % .			**5,008.34**
	0.50 % .			**2,003.34**
	Total			**456,219.26 USD**
	Total **Gross Weight:** **6,260.552 KG / 13,802.166 LB** **Net Weight:** **5,148.912 KG / 11,351.417 LB** **Total number of Pieces:** **7,752** INFORMATION: Matt Baker @ 209-609-9504			

CONTACT: John Shibilski JOHN.SHIBILSKI@DUPONT.COM
Ph.: Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	**Document Date** 05/23/2022	**Order Number** 41161729
	Customer P.O. number 532022	05/03/2022

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. https://www.dupont.com/privacy.html
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07

File #: 22-0819, **Version:** 1

APPROVE RESOLUTION ACCEPTING A DRIVING UNDER THE INFLUENCE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $493,723

RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager, or designee, to accept a Driving Under the Influence Selective Traffic Enforcement Program grant award from the State of California Office of Traffic Safety in the amount of $493,723;

2. Authorize the City Manager, or designee, to execute Grant Agreement PT23181 and all related documents to carry out the purpose and intent of the grant award;

3. Amend the Fiscal Year 2022-23 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by $493,723; and

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Stockton Police Department (SPD) seeks Council approval to accept grant funding from the Office of Traffic Safety (OTS) for a Driving Under the Influence (DUI) Selective Traffic Enforcement Program (STEP) grant award, for the period of October 1, 2022, through September 30, 2023. The STEP grant provides funding for SPD overtime, training, equipment, supplies, and related expenses to support reducing alcohol-involved accidents resulting in fatalities and injuries, and raising general public awareness regarding the problems associated with drinking and driving. Funding for this program is provided by a grant from the OTS, through the National Highway Traffic Safety Administration.

DISCUSSION

Background

The SPD has received OTS grant program funding for multiple consecutive years and most recently received a $400,000 OTS grant in Fiscal Year (FY) 2021-22 through the STEP grant for DUI-related missions. In January 2022, the SPD submitted a Memorandum Proposal to the OTS requesting consideration to continue participation in the DUI STEP Grant program. The SPD's proposal included "best practice" strategies to be conducted on an overtime basis to help reduce the number of

individuals killed or injured in alcohol-involved crashes. Those “best practices” include, but are not limited to, DUI checkpoints, DUI saturation patrols, traffic enforcement, distracted driving operations, warrant service operations, and pedestrian and bicycle enforcement.

Under the DUI STEP grant, these missions would be conducted by the SPD during the Winter Holiday Mobilization period which is December through January; Memorial Day weekend; Independence Day weekend/period; and during the Summer Mobilization period which is mid-August through the Labor Day Holiday, as well as any special dates, county fairs, festivals, and other community events, as gathering restrictions permit.

Present Situation

In June 2022, the SPD received notification from OTS indicating the proposal was accepted for funding in FY 2022-23 in the amount of $493,723. Grant funds will be used to pay for overtime staffing costs for the DUI enforcement activities, printed materials, and miscellaneous checkpoint supplies. Therefore, staff recommends approval of Grant Agreement PT23181 in the amount of $493,723 (Exhibit 1 to the Proposed Resolution).

FINANCIAL SUMMARY

The SPD’s Traffic Section will be responsible for coordinating operations of the grant program. The grant program does not require matching funds. Revenue and expenditures will require an increase in appropriation to the FY 2022-23 Police Special Grants Fund Budget:

- Revenue appropriation of $493,723 to the 2023 OTS/DUI STEP Grant in the Police’s Special Grants Fund - Reimbursement, Traffic Division.

- Expenditure appropriation of $493,723 to the 2023 OTS/DUI STEP Grant in the Police’s Special Grants Fund - Reimbursement, Traffic Division.

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING GRANT FUNDING, IN THE AMOUNT OF $493,723, FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR A DUI SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FOR THE PERIOD OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, AND AMENDING THE FISCAL YEAR 2022-23 ANNUAL BUDGET

In January 2022, the Stockton Police Department submitted a Memorandum Proposal to the State of California Office of Traffic Safety requesting consideration to participate in the Driving Under the Influence (DUI) Selective Traffic Enforcement Program (STEP) grant; and

The Program is administered by the Office of Traffic Safety and funding is provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration; and

The Stockton Police Department's proposal included "best practice" strategies to be conducted on an overtime basis to help reduce the number of individuals killed or injured in alcohol-involved crashes; and

Under the DUI STEP grant, missions would be conducted by the Stockton Police Department during the Winter Holiday Mobilization period, which is December through January, Memorial Day Weekend, Independence Day Weekend/Period, Summer Mobilization period which is mid-August through the Labor Day Holiday, and any special dates, county fairs, festivals, and other community events, as gathering restrictions permit; and

In June 2022, the Stockton Police Department received notification from the State of California Office of Traffic Safety indicating that its proposal was accepted for funding in the amount of $493,723; and

Grant Agreement PT23181, attached as Exhibit 1 and incorporated by this reference, details how grant funds will be used to pay for DUI enforcement overtime, training, and miscellaneous materials and supplies; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager, or designee, is authorized to accept the grant award in the amount of $493,723 for the period October 1, 2022, through September 30, 2023,

and make all necessary appropriations in compliance with and for the purposes stated in the grant application.

2. The Fiscal Year 2022-23 Annual Budget is amended to appropriate $493,723 in revenues and expenditures for the Police Grants and Special Programs accounts as needed to carry out the purpose and intent of this resolution.

3. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

_____
KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Stockton

3. Grant Period
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Stockton Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $493,723.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME:
TITLE:
EMAIL:
PHONE:
ADDRESS:
,

_____ _____
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME:
TITLE:
EMAIL:
PHONE:
ADDRESS:
,

_____ _____
(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME:
TITLE:
EMAIL:
PHONE:
ADDRESS:
,

_____ _____
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

_____ _____
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: PA7CNMQGK1Y5 REGISTERED ADDRESS: 22 E Market St CITY: Stockton ZIP+4: 95202-2802

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$493,723.00**
				AMOUNT ENCUMBERED BY THIS DOCUMENT **$493,723.00**		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$493,723.00**		

1. PROBLEM STATEMENT

The City of Stockton (City) saw an increase in traffic fatality numbers from 2020 to 2021, from 29 to 32. There was also a 10% increase in injury traffic crashes (1,155 to 1,272), accompanied by an equal amount of injury-hit and run crashes (283 to 284). There was also a 19% increase in nighttime injury crashes (125 to 149), a 17% increase in motorcycle injuries (46 to 54), and a slight decrease in drug-involved injury crashes (9 to 8). Stockton experienced a 16% decrease in alcohol Involved injuries (151 to 126), pedestrian fatalities decreased 12.5% (8 to 7), and pedestrian injury crashes remained the same (120 to 120).

Historically, the San Joaquin Valley has been well known for its agricultural industry. Stockton is located in the heart of the San Joaquin Valley. A large number of agricultural industry employees migrate from other areas to provide for their families. The language and cultural barriers can hinder the understanding of the California Vehicle Code and traffic laws. Many workers in the San Joaquin Valley are found driving without a valid license and required insurance. A significant percentage of crashes and DUI arrests made by the Stockton Police Department (SPD) involve unlicensed drivers.

Stockton is the home to the University of Pacific, where approximately 7,000 students, and San Joaquin Delta College, where about 23,500 students enroll each year. With the additional 30,500 students occupying the City streets, there is an increase in pedestrian and bicycle traffic, as well as vehicular traffic. The students are generally in their late teenage years or early twenties, and some participate in college parties and events at the local bars where alcohol is involved. These students often leave these events intoxicated, either by vehicle or on foot, which causes a danger to themselves and the public.

Stockton has several event venues such as the Stockton Arena, Weber Point Events Center, Banner Island Baseball Park, the Bob Hope Theater, and the San Joaquin County Fairgrounds, all of which bring in large crowds of event attendees. The events range from concerts to festivals, fairs, shows, parades, and sporting events. These events get a significant amount of vehicle and pedestrian traffic, which are responsible for a large number of traffic violations and hazards. A majority of these events have alcohol sales at them, resulting in event attendees driving under the influence of alcohol after the events.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be	1

emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	10
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	15
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	10
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	5
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	12
9. Conduct DUI Saturation Patrol operation(s).	50
10. Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.	3
11. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	15
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	50
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
15. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
16. Conduct Know Your Limit campaigns with an effort to reach members of the community.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI

convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$293,583.00
402PT-23	20.600	State and Community Highway Safety	$200,140.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-23	$7,900.00	12	$94,800.00
DUI Saturation Patrols	164AL-23	$3,322.00	45	$149,490.00
Warrant Service Operations	164AL-23	$2,075.00	10	$20,750.00
Benefits- 164OT @ 11.65%	164AL-23	$245,000.00	1	$28,543.00
Traffic Enforcement	402PT-23	$3,322.00	40	$132,880.00
Distracted Driving	402PT-23	$3,322.00	5	$16,610.00
Motorcycle Safety	402PT-23	$3,322.00	3	$9,966.00
Benefits- 402OT @ 11.65%	402PT-23	$179,000.00	1	$20,854.00
Category Sub-Total				$473,893.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$6,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Lidar Holsters	402PT-23	$279.00	5	$1,395.00
Lidar Device	402PT-23	$2,487.00	5	$12,435.00
Category Sub-Total				$13,830.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$493,723.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits- 164OT @ 11.65% -
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits- 402OT @ 11.65% -
TRAVEL EXPENSES
Travel Expenses - None
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
Lidar Holsters -
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

File #: 22-0820, **Version:** 1

APPROVE RESOLUTION ACCEPTING GRANT FUNDING FOR THE BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING GRANT IN THE AMOUNT OF $1,000,000 FOR THE SAFER STREETS AND SAFER COMMUNITIES PROGRAM

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize the City Manager, or designee, to accept a Byrne Discretionary Community Project Funding Grant award allocation from the United States Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance in the amount of $1,000,000; and

2. Authorize the City Manager, or designee, to execute all grant award documents as required by the Bureau of Justice Assistance and accept applicable terms and conditions; and

3. Amend the Fiscal Year 2022-23 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by $1,000,000; and

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Bureau of Justice Assistance (BJA) released a solicitation on April 11, 2022, for Fiscal Year (FY) 2022 for the Byrne Discretionary Community Project Funding Grant (BDC) grant. The award provides funding to improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and assist victims of crime (other than compensation). Funds awarded under the BDC project will be utilized by continuing to invest in strategies used to reduce gun violence and firearms reduction programs, as well as improve police-community partnerships.

DISCUSSION

Background

In January 2021, the Stockton Police Department (SPD) began working with the City Manager's Office to identify project funding needs to present to the federal lobbyists. The "Safer Streets-Safer Communities" program was the priority area identified. The focus is group gun violence reduction and expansion of the Operation Ceasefire and firearms reduction program. In May 2021, Congressman McNerney submitted the funding request to the House Appropriations Committee on behalf of the City of Stockton.

On April 11, 2022, the SPD was notified that the funding request of $1,000,000 was approved. The SPD was required to submit a non-competitive grant application in May 2022. Program funding will fund long-term undercover missions, purchase vehicles and equipment for the Ceasefire Special Investigations section, support and facilitate community engagement outreach, as well as provide client support through SPD's partnership with the City's Office of Violence Prevention (OVP).

Operation Ceasefire is a promising evidence-based and partnership-based violence prevention strategy. In partnership with the OVP and community leaders, Operation Ceasefire reaches out to groups and individuals identified as being most at risk for involvement in firearm-related violence, to provide education on the impact of violence to those involved, their families and the community. Resources are offered to assist individuals in making positive life changes that lower their risk of gang/group violence. The SPD and OVP have a long-standing partnership and will continue to follow the Operation Ceasefire model while making progress in sustaining violence reductions, providing early intervention efforts, and strengthening community relationships.

Present Situation

The SPD proposes to use the BDC project funds to reduce gun violence and strengthen firearms reduction programs. SPD will also utilize funds to build upon established projects such as Operation Ceasefire implemented in partnership with the OVP, which uses data-driven, partnership-based violence prevention strategies, including best practices. There were 32 non-fatal shootings through the second quarter of 2022, and the average age of high-risk clients in Operation Ceasefire program has dropped from 30 to 22 years old. With additional resources, SPD and OVP can make greater progress in sustaining violent reductions while strengthening community relationships. SPD intends to fund long-term undercover OT missions, purchase vehicles for the Ceasefire Special Investigations Section, helicopter fuel to aid in pursuits, and specialized investigative equipment. Funding will also support community engagement outreach with clients through Operation Ceasefire call-ins, meeting supplies, relationship-building events, as well as fund client services, such as work readiness resources, or other essential supplies.

On April 11, 2022, the SPD received notification from BJA, awarding funds designated in the Consolidated Appropriations Act, 2022, in the amount of $1,000,000.

FINANCIAL SUMMARY

The SPD's Investigations Division will coordinate operations of the grant program. The grant program does not require matching funds. Revenue and expenditures will require an increase in appropriation to the FY 2022-23 Police Special Grants fund.

- Revenue appropriation of $1,000,000 to the FY 2022-23 BJA BDC grant in the Police's Special Grants Fund - Reimbursements, Special Investigations Program, Investigations Division.

- Expenditure appropriation of $1,000,000 to the FY 2022-23 BJA BDC grant in the Police's Special Grants fund - Reimbursements, Special Investigations Program, Investigations Division.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING GRANT FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING GRANT IN THE AMOUNT OF $1,000,000 FOR THE SAFER STREETS AND SAFER COMMUNITIES PROGRAM.

The City of Stockton is eligible to receive $1,000,000 in discretionary funding from the Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA); and

The Stockton Police Department's (SPD) proposal included additional reduction and prevention programs for gun related violence through the existing SPD's Operation Ceasefire program partnering with the Office of Violence Prevention (OVP), focused on preventing and addressing gun violence, client services support, and supporting the communities effected; and

On April 11, 2022, the SPD received notification from BJA awarding funds designated in the Consolidated Appropriations Act, 2022 in the amount of $1,000,000. A non-competitive application package was submitted on May 23, 2022, to receive grant funds. In accordance with the Justice Assistance Byrne Discretionary Community Project fund, the proposed use of funds will be utilized to support SPD overtime for improving the functioning of the criminal justice system and combat/prevent gun violence; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager, or designee, is hereby authorized to accept the grant award in the amount of $1,000,000 and make all necessary appropriations in compliance with and for the purposes stated in the grant application.

2. The City Manager, or designee, is hereby authorized to execute and submit all documents, including, without limitation, agreements, amendments with the granting agency, and payment requests in compliance with Justice Assistance Byrne Discretionary Community Project requirements.

3. The Fiscal Year 2022-23 Annual Budget is amended to appropriate $1,000,000 in revenues and expenditures for the Police Grants and Special Programs accounts as needed to carry out the purpose and intent of this resolution.

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4. Grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent to this Resolution.

PASSED, APPROVED, AND ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	Council on Domestic Violence and Sexual Assault	Juneau	AK	Programmatic Support for Victims of Domestic Violence and Sexual Assault	$5,000,000	OVC
OJP-Byrne	University of Alaska Fairbanks	Fairbanks	AK	Support for Research, Testing, and Evaluation of Counter-Unmanned Aerial Systems in Law Enforcement Operations	$2,000,000	NIJ
OJP-Byrne	Cherokee County Sheriff's Office	Centre	AL	Cherokee County Training facility Equipment	$340,000	BJA
OJP-Byrne	City of Selma, Alabama	Selma	AL	Community Oriented Policing Services in Selma, Alabama	$550,000	BJA
OJP-Byrne	University of South Alabama	Mobile	AL	Department Community-Based Crisis Intervention Training and Support for Primary Responders	$500,000	BJA
OJP-Byrne	Ak-Chin Indian Community Police Department	Maricopa	AZ	Ak-Chin Indian Community Police Department Equipment Modernization	$500,000	BJA
OJP-Byrne	Lake Havasu City	Lake Havasu City	AZ	Lake Havasu City Jail Refurbishment	$1,778,000	BJA
OJP-Byrne	Town of Mammoth	Mammoth	AZ	Public Safety Patrol Vehicle Procurement	$140,000	BJA
OJP-Byrne	A New Way of Life	Los Angeles	CA	A New Way of Life Safe Homes - Women's Reentry and Economic Development Initiative	$250,000	BJA
OJP-Byrne	City of Fresno Police Department	Fresno	CA	Advance Peace Fresno-Violence Prevention and Intervention Program	$300,000	BJA
OJP-Byrne	City of Glendale	Glendale	CA	Expansion of Forensic Testing Services for the Verdugo Regional Crime Laboratory	$700,000	BJA
OJP-Byrne	City of Long Beach	City of long Beach	CA	City of Long Beach Public Safety Training	$1,200,000	BJA
OJP-Byrne	City of Los Angeles, Office of City Homelessness Initiatives	Los Angeles	CA	CIRCLE 24/7: Crisis and Incident Response through Community-Led Engagement	$1,500,000	BJA
OJP-Byrne	City of Napa	Napa	CA	Napa County Public Safety Radio and Communication Upgrade Project	$1,800,000	BJA
OJP-Byrne	City of Oakland	Oakland	CA	Oakland Violence Prevention Program	$200,000	BJA
OJP-Byrne	City of Rialto	Rialto	CA	City of Rialto Body-Worn Camera Upgrade	$700,000	BJA
OJP-Byrne	City of San Jose Police Department	San Jose	CA	Mobile Crisis Assessment Team	$1,000,000	BJA
OJP-Byrne	City of Simi Valley	Simi Valley	CA	Simi Valley Radio Replacement	$1,000,000	BJA
OJP-Byrne	City of Stanton	Stanton	CA	North Orange County Public Safety Task Force	$5,000,000	BJA
OJP-Byrne	City of Tracy Police Department	Tracy	CA	City of Tracy Crime Reduction Program	$255,000	BJA
OJP-Byrne	City of Vallejo Police Department	Vallejo	CA	Vallejo Police Department Community Mobile Mental Health Response Unit Pilot Program	$900,000	BJA
OJP-Byrne	County of Placer	Auburn	CA	Placer County Body-Worn Camera Program	$580,000	BJA
OJP-Byrne	County of Ventura	Ventura County	CA	Ventura County Cold Case and Sexual Assault Investigation	$950,000	BJA
OJP-Byrne	Kings County	Hanford	CA	King's County Deputy Sheriff's Body Worn Camera Project	$413,000	BJA
OJP-Byrne	National Institute for Criminal Justice Reform	Oakland	CA	Youth ALIVE! and Community & Youth Outreach (CYO)	$500,000	OJJDP
OJP-Byrne	Orange County	Orange County	CA	Coordinated Reentry Center-Programs and Services	$5,000,000	BJA
OJP-Byrne	San Mateo County Sheriff's Office	San Mateo County	CA	First Responder Enhanced Crisis Intervention Training	$350,000	BJA
OJP-Byrne	The Connie Rice Institute for Urban Peace	Los Angeles	CA	Urban Peace Institute and Chapter TWO: South Los Angeles Peace Ambassadors	$220,000	BJA
OJP-Byrne	Toberman Neighborhood Center	San Pedro	CA	Toberman Neighborhood Center San Pedro Violence Interruption through Gang Deterrence Program	$1,000,000	BJA
OJP-Byrne	Young Women's Christian Association of Greater Los Angeles	Los Angeles	CA	YWCA Greater Los Angeles Sexual Assault Response Team (SART) Project	$300,000	BJA
OJP-Byrne	City of Santa Rosa	City of Santa Rosa	CA	Santa Rosa Justice and Mental Health Collaboration Program	$1,052,000	BJA
OJP-Byrne	City of Stockton	Stockton	CA	Safer Streets-Safer Communities, Group Gun Violence Reduction, Ceasefire, and Firearms Reduction Program	$1,000,000	BJA
OJP-Byrne	Los Angeles Brotherhood Crusade, Black United Fund. Inc.	Los Angeles	CA	Brotherhood Crusade and 2nd Call: Answering the Second Call - A Holistic, Culturally-Responsive, Trauma Informed Re-Entry Program	$220,000	BJA

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	Adams County Government	Adams County	CO	Expanding Services to Domestic Violence Victims In Adams County	$2,000,000	OVC
OJP-Byrne	City and County of Denver	Denver	CO	Denver Police Department Community Based Crime Reduction Program	$420,000	BJA
OJP-Byrne	City and County of Denver	Denver	CO	City of Denver Youth Crisis Response Team Initiative	$384,000	OJJDP
OJP-Byrne	City and County of Denver	Denver	CO	Denver Community Foot Patrol Crime Prevention Initiative	$122,000	BJA
OJP-Byrne	City of Thornton	Thornton	CO	Body-Worn Cameras for the Thornton Police Department	$310,000	BJA
OJP-Byrne	City of Thornton	Thornton	CO	City of Thornton De-Escalation Training Simulator	$125,000	BJA
OJP-Byrne	Combined Regional Communications Authority-Freco	Fremont and Custer Counties	CO	Regional Rural 911 Telecommunications and Data Program Expansion	$1,601,000	BJA
OJP-Byrne	Counterterrorism Education Learning lab (CELL)	Denver	CO	Community Awareness Program Improvement	$987,000	BJA
OJP-Byrne	Denver Police Department	Denver	CO	Denver Police Department Outreach Case Coordinator	$244,000	BJA
OJP-Byrne	Lake County Board of County Commissioners	Lake County	CO	Lake County Community Justice Navigator	$495,000	BJA
OJP-Byrne	Ute Mountam Ute Tribe	Towaoc	CO	White Mesa Law Enforcement Service Expansion	$784,000	BJA
OJP-Byrne	City of Boulder	Boulder	CO	Crisis Intervention Response Initiative	$255,000	BJA
OJP-Byrne	City of Hartford	City of Hartford	CT	City of Hartford Youth Violence Prevention and Intervention Program	$1,398,000	OJJDP
OJP-Byrne	City of New Haven	New Haven	CT	New Haven Community Crisis Response Team (NH-CCRT)	$2,000,000	BJA
OJP-Byrne	New Britain Police Department	New Britain	CT	Improving Community Youth & Police Relations New Britain	$15,000	OJJDP
OJP-Byrne	Wolcott Police Department	Wolcott	CT	Fixed Network Equipment Upgrade for Wolcott Police Department	$3,200,000	BJA
OJP-Byrne	Henry C. Lee Institute of Forensic Science	West Haven	CT	Forensic Science Training and Workshop Program	$120,000	BJA
OJP-Byrne	Delaware Criminal Justice Council	Wilmington	DE	Statewide Body-Worn Camera Project	$1,600,000	BJA
OJP-Byrne	Delaware Criminal Justice Council	Wilmington	DE	Statewide Violence Reduction Project	$1,900,000	BJA
OJP-Byrne	New Castle County Division of Police	New Castle County	DE	New Castle Police Department Behavioral Health Crisis Intervention Unit Expansion	$749,000	BJA
OJP-Byrne	Broward County Sheriff's Office	Broward County	FL	Broward County Mental Health Diversion Project	$563,000	BJA
OJP-Byrne	City of Deerfield Beach, Florida	Deerfield Beach	FL	Security Technology Enhancements	$595,000	BJA
OJP-Byrne	City of Largo, FL	Largo	FL	Police Officers Body-Worn Cameras for Largo Police Department	$230,000	BJA
OJP-Byrne	City of Orlando	Orlando	FL	City of Orlando Police Department Next Generation Body-Worn Cameras	$1,200,000	BJA
OJP-Byrne	Miami-Dade Police Department	Doral	FL	Operation Safe Ride-Public Safety Program	$2,010,000	BJA
OJP-Byrne	The City of Opa-Locka Police Department	Opa-Locka	FL	Opa-Locka Gunshot Detection Violence Reduction Initiative	$109,000	BJA
OJP-Byrne	City of Clearwater, Florida	Clearwater	FL	Clearwater Police Department Mental Health Co-Responder Program	$144,000	BJA
OJP-Byrne	City of Hollywood	Hollywood	FL	Hollywood Police Department Body-Worn Cameras	$1,702,000	BJA
OJP-Byrne	Homestead Police Department	Homestead	FL	Homestead Police Department Body-Worn Camera Program	$750,000	BJA
OJP-Byrne	Pinellas County Justice Center	Clearwater	FL	Pinellas County Intercept Unit	$200,000	BJA
OJP-Byrne	U.S. Institute Against Human Trafficking	Tampa	FL	Combatting Human Trafficking in the State of Florida	$750,000	OVC
OJP-Byrne	City of Pelham, Georgia	Pelham	GA	City of Pelham -- Radio Communications System Upgrade	$225,000	BJA
OJP-Byrne	Forsyth County Government	Forsyth County	GA	Forsyth County Substance Abuse and Intervention Program	$90,000	BJA
OJP-Byrne	Forsyth County Government	Forsyth County	GA	Crisis intervention Team	$235,000	BJA
OJP-Byrne	City of Atlanta	City of Atlanta	GA	Atlanta Center for Diversion & Service Pilot Program	$2,988,000	BJA

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	City of Roswell	City of Roswell	GA	Roswell Police Department Community Relations Unit	$12,000	BJA
OJP-Byrne	Domestic Violence Action Center	City and County of Honolulu	HI	Immigrant Triad Program Expansion	$367,000	OVC
OJP-Byrne	Kinai 'Eha	City and County of Honolulu	HI	Kawailoa Youth and Family Wellness Center	$1,500,000	OJJDP
OJP-Byrne	State of Hawai'i, Department of Land and Natural Resources	Honolulu	HI	Division of Conservation and Resources Enforcement Academy Program	$340,000	BJA
OJP-Byrne	Advocate Christ Medical Center	Chicago	IL	Community Violence Prevention Initiative	$640,000	BJA
OJP-Byrne	City of Chicago	Chicago	IL	Neighborhood Policing Initiative Expansion	$500,000	BJA
OJP-Byrne	Heartland Alliance	Chicago	IL	Chicago Evidence-Based Violence Reduction initiative	$500,000	BJA
OJP-Byrne	Lawndale Christian Legal Center	Chicago	IL	North Lawndale Community-Based Legal Services Enhancement	$200,000	BJA
OJP-Byrne	University Park Police Department	University Park	IL	University Park Police Department Body- Worn Cameras	$20,000	BJA
OJP-Byrne	Village of Hoffman Estates	Hoffman Estates	IL	Village of Hoffman Estates Domestic Violence Project	$150,000	OVC
OJP-Byrne	Village of Maywood	Village of Maywood	IL	Maywood Alternative Policing Strategies, Junior (MAPS, Jr)	$621,000	OJJDP
OJP-Byrne	City of Indianapolis	Indianapolis	IN	Mental Health Diversion Program	$1,000,000	BJA
OJP-Byrne	Marion County Prosecutor's Office	Marion County	IN	Marion County Prosecutor's Office Second Chance Workshops	$96,000	BJA
OJP-Byrne	18th Judicial District Court of Kansas	Wichita	KS	Establishment of a Veterans Treatment Court in Sedgwick County	$1,000,000	BJA
OJP-Byrne	Arkansas City Police Department	Arkansas City	KS	Acquisition of Body-Worn Cameras	$25,000	BJA
OJP-Byrne	Atchison Police Department	Atchison	KS	Acquisition of Body-Worn Cameras	$55,000	BJA
OJP-Byrne	Cherokee County Sheriff	Cherokee County	KS	Acquisition of Less Lethal Law Enforcement Technology	$60,000	BJA
OJP-Byrne	Fort Hays State University	Hays	KS	Support a Regional De-Escalation Training Center	$1,500,000	BJA
OJP-Byrne	Gardner Police Department	Gardner	KS	Acquisition of In-Car Cameras for Patrol Units	$20,000	BJA
OJP-Byrne	Greeley County Sheriff	Greeley County	KS	Acquisition of Body-Worn and In-Car Cameras	$35,000	BJA
OJP-Byrne	Hiawatha Police Department	Hiawatha	KS	Acquisition of less Lethal Law Enforcement Technology	$30,000	BJA
OJP-Byrne	Kansas Bureau of Investigation	Topeka	KS	Updates to the Kansas Incident Based Reporting System	$3,000,000	BJA
OJP-Byrne	Kansas Law Enforcement Training Center	Hutchinson	KS	Rural Law Enforcement Training	$2,000,000	BJA
OJP-Byrne	Leavenworth Police Department	Leavenworth	KS	Acquisition of Less Lethal Law Enforcement Technology	$20,000	BJA
OJP-Byrne	Pittsburg Police Department	Pittsburg	KS	Acquisition of less lethal Law Enforcement Technology	$235,000	BJA
OJP-Byrne	Sedgwick County Sheriff	Sedgwick County	KS	Acquisition of Detention Monitoring Cameras	$140,000	BJA
OJP-Byrne	Ford County Sheriff	Ford County	KS	Acquisition of Body-Worn and In-Car Cameras	$305,000	BJA
OJP-Byrne	Menifee County Sheriff's Office	Frenchburg	KY	Menifee County Schools Security Project	$529,000	BJA
OJP-Byrne	City of Alexandria (LA)	Alexandria	LA	City of Alexandria Police Body-Worn Camera Upgrade Project	$276,000	BJA
OJP-Byrne	East Baton Rouge Sheriff's Office	Baton Rouge	LA	East Baton Rouge Rapid DNA System	$686,000	BJA
OJP-Byrne	Louisiana Office of State Police	Baton Rouge	LA	Less-Than-Lethal Technology Training Center Equipment	$2,300,000	BJA
OJP-Byrne	Anna Mana College	Paxto	MA	Public Safety Professionals Training initiative	$1,075,000	BJA
OJP-Byrne	Boston Medical Center	Bosto	MA	Boston Medical Center Violence Intervention Advocacy Program	$250,000	BJA
OJP-Byrne	Essex County Sheriff's Department	Essex County	MA	STAR Program (Supporting Transitions and Reentry)	$850,000	BJA
OJP-Byrne	Roca, Inc.	Bosto	MA	Behavioral Health Intervention Services	$678,000	BJA

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	UTEC, Inc.	Lowell	MA	Supports for Proven Risk Youth and Young Adults in Haverhill	$500,000	OJJDP
OJP-Byrne	Baltimore City Mayor's Office	Baltimore	MD	Baltimore Police Department Community Collaboration Initiative	$650,000	BJA
OJP-Byrne	Baltimore Police Department	Baltimore	MD	Baltimore Police Department Neighborhood Policing Initiative	$650,000	BJA
OJP-Byrne	Carroll County Sheriff's Office	Carroll County	MD	Body-Worn Cameras, In-Car Cameras for Carroll County Sheriff's Office	$1,429,000	BJA
OJP-Byrne	City of Baltimore	Baltimore	MD	9-1-1 Diversion Pilot Expansion	$2,000,000	BJA
OJP-Byrne	LifeBridge Health, Inc.	Baltimore	MD	LifeBridge Health Community Violence Cessation	$600,000	BJA
OJP-Byrne	University of Maryland Medical Center R Adams Cowley Shock Trauma Violence Prevention Program	Baltimore	MD	University of Maryland Medical Center R Adams Cowley Shock Trauma Violence Prevention Program	$497,000	BJA
OJP-Byrne	City of Frederick	Frederick	MD	Frederick Police Department Mobile Crisis Team Support	$125,000	BJA
OJP-Byrne	City of Hyattsville	Hyattsville	MD	Hyattsville Evidence Lab Equipment Upgrade	$100,000	BJA
OJP-Byrne	Marylanders to Prevent Gun Violence	Baltimore City	MD	Maryland Violence Prevention Coalition Expansion	$367,000	BJA
OJP-Byrne	Roca Baltimore	Baltimore City	MD	South Baltimore Peacemaking Pilot Project	$400,000	BJA
OJP-Byrne	State of Maryland	Pikesville	MD	First Responder Equipment Upgrades	$150,000	BJA
OJP-Byrne	City of Portland Police Department	City of Portland	ME	Portland Alternative Response Team Initiative	$658,000	BJA
OJP-Byrne	Cumberland County Sheriff's Office	Cumberland County	ME	Acquisition of Body-Worn and In-Car Cameras	$250,000	BJA
OJP-Byrne	City of Highland Park	Highland Park	MI	City of Highland Park Police Training and Equipment	$382,000	BJA
OJP-Byrne	City of Saginaw	Saginaw	MI	Saginaw Crime Reduction Initiative	$482,000	BJA
OJP-Byrne	Lansing Office of the City Attorney	Lansing	MI	Lansing Office of the City Attorney Prosecution Support	$76,000	BJA
OJP-Byrne	Calhoun County Sheriff's Department	Battle Creek	MI	Calhoun County Safe Schools initiative	$1,700,000	BJA
OJP-Byrne	City of Detroit	Detroit	MI	Project Clean Slate	$1,503,000	BJA
OJP-Byrne	City of Grand Rapids	Grand Rapids	MI	Grand Rapids Police Department Mental Health Crisis Co-Response Pilot Program	$180,000	BJA
OJP-Byrne	Detroit Police Department	Detroit	MI	Ceasefire Detroit Violence Reduction Program	$715,000	BJA
OJP-Byrne	Eastern Michigan University	Ypsilanti	MI	Prisoner Reentry Services	$250,000	BJA
OJP-Byrne	Educate Youth Ypsilanti	Ypsilanti	MI	Police Community Relations Training Program	$149,000	BJA
OJP-Byrne	Genesee County	Genesee County	MI	Genesee County Justice Partnership for Reform	$768,000	BJA
OJP-Byrne	Lansing Police Department	Lansing	MI	Lansing Police Department-Lansing Crisis Assessment Team (LCAT)	$1,342,000	BJA
OJP-Byrne	Oak Park Department of Public Safety	Oak Park	MI	Oak Park Body-Worn and In-Car Cameras	$560,000	BJA
OJP-Byrne	The City of Grand Rapids	Grand Rapids	MI	Cure Violence Grand Rapids	$600,000	BJA
OJP-Byrne	City of Saint Paul	Saint Paul	MN	Community Law Enforcement Career Initiative	$1,500,000	BJA
OJP-Byrne	Hennepin County	Hennepin County	MN	Hennepin County Family Dependency Treatment Court	$500,000	BJA
OJP-Byrne	Ramsey County	Ramsey County	MN	Ramsey County Community Violence Prevention Project	$900,000	BJA
OJP-Byrne	Saint Cloud Police Department	Saint Cloud	MN	Community Outpost House Program Expansion	$475,000	BJA
OJP-Byrne	Women's Advocates. Inc.	Saint Paul	MN	Emergency Crisis Center Support	$300,000	OVC
OJP-Byrne	Bowie State University	Bowie	MO	Institute for Restorative Justice and Practices	$750,000	BJA
OJP-Byrne	Kansas City Missouri Health Department	Kansas City	MO	Aim4Peace Hospital-based Violence Intervention Program	$250,000	OVC
OJP-Byrne	NMI Judiciary	Saipan	MP	Technical Assistance to Determine the Viability of a Mental Health Treatment Court with a Specific Docket for Veterans	$303,000	BJA

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	Forrest County Sheriff's Office	Hattiesburg	MS	Forrest County Sheriffs Office Radios & Body-Worn Cameras	$500,000	BJA
OJP-Byrne	Mississippi State University	Starkville	MS	North Mississippi Regional Law Enforcement Technology Project	$600,000	BJA
OJP-Byrne	Mississippi State University	Starkville	MS	Support the Mississippi Department of Corrections with Reentry Programming	$470,000	BJA
OJP-Byrne	City of Charlotte	Charlotte	NC	Cure Violence Charlotte Implementation	$1,000,000	BJA
OJP-Byrne	City of Cherryville, NC	Cherryville	NC	Programmatic Support for City of Cherryville Police Department	$114,000	BJA
OJP-Byrne	Durham County Government	Durham County	NC	Community Violence Intervention Project	$250,000	BJA
OJP-Byrne	Graham County Sheriff's Department	Robbinsville	NC	Graham County In-Car Radios for Patrol Cars	$91,000	BJA
OJP-Byrne	Graham County Sheriff's Department	Robbinsville	NC	Graham County Sheriff Body-Worn Camera Project	$53,000	BJA
OJP-Byrne	New Hanover County Sheriff's Department	Castle Hayne	NC	Forensic DNA Technology	$400,000	BJA
OJP-Byrne	Raleigh/Wake City-County Bureau of Identification	Raleigh	NC	Raleigh/Wake City-County Bureau of Identification DNA Testing Equipment	$500,000	BJA
OJP-Byrne	Safelight, Inc.	Hendersonville	NC	Safelight Child Advocacy Center	$1,000,000	OJJDP
OJP-Byrne	City of Omaha	Omaha	NE	Encompass Omaha: A Hospital-based Violence Intervention Program	$527,000	BJA
OJP-Byrne	City of Keene, NH, Police Department	Keene	NH	Keene Police Department Body-Worn and In-Car Camera Systems	$415,000	BJA
OJP-Byrne	Greenland Police Department	Greenland	NH	Greenland Police Department Body Camera Upgrades	$70,000	BJA
OJP-Byrne	Greenland Police Department	Greenland	NH	Greenland Police Department Security Technology Enhancements	$15,000	BJA
OJP-Byrne	Nashua Police Department	Nashua	NH	Nashua Police Department Interpretation and Translation Services	$95,000	BJA
OJP-Byrne	New Hampshire Department of Justice	Statewide	NH	Statewide Law Enforcement Community Policing Initiative	$500,000	BJA
OJP-Byrne	Town of Exeter Police Department	Exeter	NH	Exeter Police Department Body-Worn Camera Training	$232,000	BJA
OJP-Byrne	Center for Hope and Safety	Rochelle Park	NJ	Center for Hope and Safety, Legal Services Program for Victims of Domestic Violence	$300,000	OVC
OJP-Byrne	Hudson Partnership Care Management Organization	Secaucus	NJ	Juvenile Justice Mentorship Program Expansion	$340,000	OJJDP
OJP-Byrne	Law Enforcement Against Drugs and Violence (LEAD)	Statewide	NJ	Enhancing the Youth Drug and Violence Prevention Program	$394,000	OJJDP
OJP-Byrne	New Jersey Coalition Against Sexual Assault	Lawrenceville	NJ	Post-COVID-19 Survivors of Sexual Violence Assessment and Resources Project	$440,000	OVC
OJP-Byrne	Newark Community Street Team	Newark	NJ	High Risk Intervention Team Expansion	$471,000	BJA
OJP-Byrne	Stafford Township Police Department	Manahawkin	NJ	On POINT-Proactive Outreach on Needs and Treatment Program Expansion	$32,000	BJA
OJP-Byrne	The ARC of New Jersey	New Brunswick	NJ	Preventing Sexual Violence Against People with IDD Initiative	$113,000	BJA
OJP-Byrne	Albuquerque Crossroads for Women, Maya's Place	Bernalillo County	NM	Supportive Services for Women, Maya's Place	$1,000,000	BJA
OJP-Byrne	City of Albuquerque, Family and Community Services	Albuquerque	NM	Trauma Recovery Center-Services for Victims of Violent Crime	$1,000,000	OVC
OJP-Byrne	City of Carlsbad	Carlsbad	NM	Carlsbad First Responder Radio Communications Equipment	$400,000	BJA
OJP-Byrne	Nevada Department of Public Safety Parole and Probation	Carson City	NV	From Supervision to Success Recidivism Reduction Program	$235,000	BJA
OJP-Byrne	City of New York, Office to Prevent Gun Violence	New York	NY	Crisis Management System (CMS)	$3,000,000	BJA
OJP-Byrne	City of Syracuse	Syracuse	NY	Body-Worn Cameras for the City of Syracuse	$140,000	BJA
OJP-Byrne	New York City Police Department	New York	NY	Critical Response Command K9-Training and Equipment	$350,000	BJA
OJP-Byrne	New York City Police Department	New York	NY	Forensic Equipment	$2,000,000	BJA
OJP-Byrne	New York City Police Department	New York	NY	Personal Protective Equipment	$550,000	BJA

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Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	One Hundred Black Men of NY	New York	NY	Support and Training for Restorative Justice	$4,990,000	BJA
OJP-Byrne	Samadhi Center, Inc.	Kingston	NY	Samadhi Center SNUGS Program	$430,000	OJJDP
OJP-Byrne	The Carnegie Hall Corporation	New York	NY	Crime Prevention and Justice-system Improvement Arts Initiative for At-risk Youth	$500,000	OJJDP
OJP-Byrne	Autism Society of America Nassau Suffolk Chapter	Wantagh	NY	Statewide Training for Public Safety Officials Who Respond to Incidents Involving Individuals with Disabilities	$250,000	BJA
OJP-Byrne	Deerpark Town Police Department	Town of Deerpark	NY	Deerpark Body-Worn Cameras	$30,000	BJA
OJP-Byrne	Kings Against Violence Initiative, Inc.	Brooklyn	NY	NYS Center for Strengthening Community Violence Intervention Programs (SCVIP)	$750,000	BJA
OJP-Byrne	CHOICES for Victims of Domestic Violence, dba LSS CHOICES	Worthington	OH	Safe Shelter for Victims of Domestic Violence	$750,000	OVC
OJP-Byrne	City of Lorain, Ohio	Lorain	OH	Community Policing Initiative	$400,000	BJA
OJP-Byrne	City of Mansfield Division of Police	Mansfield	OH	City of Mansfield Division of Police Gun-shot Detection Program	$50,000	BJA
OJP-Byrne	Cleveland Rape Crisis Center	Cleveland	OH	Rape Crisis Center Service Expansion	$500,000	OVC
OJP-Byrne	Cuyahoga County	Cleveland	OH	Central Booking Technology and Equipment Enhancement	$500,000	BJA
OJP-Byrne	Cuyahoga County	Cleveland	OH	Cuyahoga Diversion and Mental Health and Addiction Services Initiative	$500,000	BJA
OJP-Byrne	Huckleberry House, Inc.	Columbus	OH	Central Ohio Youth Homelessness Support for Victims of Crime	$610,000	OVC
OJP-Byrne	Lucas County Sheriff's Office	Lucas County	OH	Lucas County Jail Mental Health Evaluation and Stabilization Wing Planning and Design	$2,000,000	BJA
OJP-Byrne	Morrow County Sherriff's Office	Mt. Gilead	OH	Morrow County Sheriff's Office Radio Communications System	$288,000	BJA
OJP-Byrne	Oklahoma Bureau of Narcotics & Dangerous Drugs Control	Oklahoma City	OK	Activities Support for Combatting Drug Trafficking	$4,000,000	BJA
OJP-Byrne	City of Beaverton	Beaverton	OR	Beaverton Behavioral Health Court	$500,000	BJA
OJP-Byrne	City of Portland	Portland	OR	City of Portland Violence Prevention Outreach	$200,000	BJA
OJP-Byrne	Multnomah County District Attorney's Office	Multnomah County	OR	Community-Based Gun Violence Intervention	$132,000	BJA
OJP-Byrne	Allegheny Police Chiefs, Inc.	Gibsonia	PA	Body-Worn Camera and Technology Project	$550,000	BJA
OJP-Byrne	JEVS Human Services	Philadelphia	PA	The Choice is Yours	$400,000	BJA
OJP-Byrne	Johnstown Police Department	Johnstown	PA	Johnstown Police Department Mobile Office Technology Project	$79,000	BJA
OJP-Byrne	Lackawanna County Government	Lackawanna County	PA	Lackawanna County Gun and Gang Reduction and Intelligence Project (GGRIP)	$2,000,000	BJA
OJP-Byrne	Lutheran Settlement House	Philadelphia	PA	Strengthening Supports for Victims of Domestic Violence	$125,000	OVC
OJP-Byrne	Mothers in Charge	Philadelphia	PA	Mothers In Charge Prevention, Intervention and Education (PIE)	$100,000	BJA
OJP-Byrne	Schuylkill County	Pottsville	PA	Schuylkill County Intermediate Punishment Facility Equipment	$1,064,000	BJA
OJP-Byrne	Municipality of Utuado	Utuado	PR	Law Enforcement Equipment and Technology for the Utuado Municipal Police	$116,000	BJA
OJP-Byrne	Family Service of Rhode Island (FSRI)	Providence	RI	Police Go Team Critical Services and Expansion	$413,000	BJA
OJP-Byrne	Providence Police Department	Providence	RI	Police Vehicle and Related Equipment Procurement	$1,375,000	BJA
OJP-Byrne	Providence Police Department	Providence	RI	Public Safety Technology and Security Enhancements	$900,000	BJA
OJP-Byrne	Thundermist Health Center	Providence	RI	Crisis Intervention Teams	$1,201,000	BJA
OJP-Byrne	Tides Family Services	Pawtucket	RI	At-risk Youth Community Outreach Program	$120,000	OJJDP
OJP-Byrne	Town of North Smithfield	North Smithfield	RI	Public Safety Communications Equipment Upgrade	$140,000	BJA
OJP-Byrne	Providence Children's Museum	Providence	RI	At-Risk Children Therapy Initiative	$150,000	OJJDP

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	Lower Richland Alumni Foundation	Columbia	SC	The Lower Richland Alumni Foundation Community Cares Project	$800,000	BJA
OJP-Byrne	Town of Pacolet	Pacolet	SC	Replacement of End-of-Life Police Patrol Vehicles	$52,000	BJA
OJP-Byrne	Cocaine and Alcohol Awareness Program, Incorporated	Memphis	TN	Cocaine and Alcohol Awareness Program, Incorporated (CAAP, Inc.) Community Corrections Program	$671,000	BJA
OJP-Byrne	Bell County	Bell County	TX	Bell County Sheriff's Department Equipment Modernization Plan	$1,563,000	BJA
OJP-Byrne	Bexar County Sheriff's Office	San Antonio	TX	Bexar County Sheriff's Office Animal Cruelty Investigations Unit	$82,000	BJA
OJP-Byrne	City of Belton	Belton	TX	City of Belton Public Safety Equipment	$374,000	BJA
OJP-Byrne	City of El Paso	El Paso	TX	El Paso Police Department Body-Worn Camera Program	$525,000	BJA
OJP-Byrne	City of McAllen	McAllen	TX	City of McAllen Police Forensics Equipment	$250,000	BJA
OJP-Byrne	County of El Paso, Texas	El Paso County	TX	The Crisis Intervention Team	$2,015,000	BJA
OJP-Byrne	San Antonio Police Department	San Antonio	TX	San Antonio Mental Health Unit Expansion	$1,000,000	BJA
OJP-Byrne	Southern Methodist University	Dallas	TX	Combatting Human Trafficking	$1,187,000	OVC
OJP-Byrne	Houston Police Department	Houston	TX	Houston Police Department Advocates for Violent Crime Victims	$975,000	OVC
OJP-Byrne	City of Alexandria (VA)	Alexandria	VA	Pilot Deployment of Body-Worn Cameras in the Alexandria Police Department	$600,000	BJA
OJP-Byrne	City of Manassas Police Department	Manassas	VA	Law Enforcement Mental Health and Domestic Violence Case Management Team	$270,000	BJA
OJP-Byrne	Friends of the Portsmouth Juvenile Court, Inc.	Portsmouth	VA	ACT NOW Portsmouth Coalition to Address Community Violence	$199,000	BJA
OJP-Byrne	George Mason University	Fairfax County	VA	Coalition to Enhance the Capacity of Policing Mental Health Problems in Virginia	$1,483,000	BJA
OJP-Byrne	Opportunities, Alternatives, and Resources (OAR)	Fairfax County	VA	Collaborative Diversion for Equitable Justice Outcomes	$742,000	BJA
OJP-Byrne	Virginia Commonwealth University	Richmond	VA	Richmond, Virginia, Gun Violence Prevention Framework	$996,000	BJA
OJP-Byrne	Virginia Hospital & Healthcare Association Foundation	City of Richmond	VA	Virginia Hospital-Based Violence Intervention Program Collaborative	$488,000	OVC
OJP-Byrne	Prince William County Police Department	Prince William County	VA	Police Use of Force Assessment, Evaluation, and Analysis	$250,000	NIJ
OJP-Byrne	Law Enforcement Planning Commission	St. Thomas	VI	Modular Medical Examiner's Office Suite-Equipment	$659,000	BJA
OJP-Byrne	Champlain College	Burlington	VT	Champlain College Cyber Consultation Expansion	$756,000	BJA
OJP-Byrne	Community College of Vermont	Montpelier	VT	Correctional Post-Secondary Education Initiative	$4,500,000	BJA
OJP-Byrne	Crime Research Group	Statewide	VT	Statewide Law Enforcement Crime Research, Evaluation, and Analysis	$165,000	NIJ
OJP-Byrne	Orange County Restorative Justice Center	Chelsea	VT	Training and Support for Orange County Restorative Justice Center	$433,000	BJA
OJP-Byrne	Vermont Department of Public Safety	Statewide	VT	Statewide Law Enforcement Reform Initiative	$2,000,000	BJA
OJP-Byrne	Alliance for Gun Responsibility Foundation	Seattle	WA	Restorative Justice for Youth-South King County	$300,000	OJJDP
OJP-Byrne	City of Bellevue	Bellevue	WA	Bellevue Community Crisis Team Program	$915,000	BJA
OJP-Byrne	City of Burien	Burien	WA	City of Burien Enhanced Youth Services	$300,000	OJJDP
OJP-Byrne	City of Longview	Longview	WA	City of Longview, Community Policing Crisis Intervention Team	$292,000	BJA
OJP-Byrne	Community leaders Roundtable of Seattle. d.b.a. CHOOSE 180	Burien	WA	Snohomish County Community-Based Diversion with CHOOSE 180	$246,000	OJJDP
OJP-Byrne	Spokane Sherill's Department	Spokane	WA	Spokane Sheriffs Department Rapid DNA Technology	$480,000	BJA
OJP-Byrne	Washington State Department of Commerce	King County	WA	King County, Making Prevention Possible Program	$250,000	BJA
OJP-Byrne	Children's Service Society of Wisconsin	Milwaukee	WI	Project Ujima	$202,000	OJJDP

EXHIBIT 1

Account	Recipient	Location	State/ Territory	Program	Amount	OJP Office
OJP-Byrne	Portage County Sheriff's Office	Portage County	WI	Body-Worn and In-Car Cameras for Patrol	$616,000	BJA
OJP-Byrne	Sojourner Family Peace Center	Milwaukee	WI	Crisis Outreach and Intervention in Neighborhoods Team	$533,000	BJA
OJP-Byrne	City of Charleston	Charleston	WV	Development of a Crisis Intervention Team in Charleston	$1,000,000	BJA
OJP-Byrne	City of Charleston	Charleston	WV	Charleston Drug Market Intervention Initiative	$300,000	BJA
OJP-Byrne	City of Huntington	Huntington	WV	Procurement of Vehicular Evidence Detection Equipment	$4,000	BJA
OJP-Byrne	Marshall University	Huntington	WV	Marshall University Law Enforcement Training Center in Forensic Sciences	$1,750,000	BJA

File #: 22-0766, **Version:** 1

APPROVE MOTION TO AUTHORIZE AN AGREEMENT WITH COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to:

1. Execute an agreement with the Community Partnership for Families of San Joaquin in the amount of $450,000 to provide Community Programs and Services for residents of Stockton.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 to justify and support an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

On May 4, 2017, the City advertised a Request for Proposals (RFP) for the delivery of services designed to build strong, resourceful and financially self-sufficient families through a variety of community programs and services available to all residents of the City of Stockton. Two agencies submitted proposals for this program, and a Selection Committee evaluated both proposals and recommended the Community Partnership for Families of San Joaquin (CPFSJ) as the top-ranked applicant. In May of 2017, with motion 2017-10-03-1103, City Council approved a contract with Community Partners for Families of San Joaquin, which is now set to expire in October 2022.

Due to the success of the program and partnership with the CPFSJ, staff recommends that Council approve a motion authorizing the City Manager to execute a new agreement with the CPFSJ for three years in the amount of $450,000 with three one-year options for extension (Attachment A).

DISCUSSION

Background

Founded in 1998 in Stockton, California, the CPSJ has partnered with neighborhood groups, faith-based organizations, schools, businesses, and public and private health agencies to improve the quality of life for families by working to end the cycle of generational poverty in San Joaquin County.

The CPFSJ provides accessible and responsible family-friendly services through its Family Resource Centers. These centers provide services tailored to the needs of families living in the neighborhoods.

Services are focused on building financially self-sufficient families and supporting at-risk youth to reduce juvenile crime and delinquency. Individualized services for families may include job finding, health care and childcare services based on the assessed needs. Families and individuals are assessed for needs in a variety of areas, including employment, education, housing, food, child safety, health, legal issues and violence. Referrals for service are made as appropriate.

The CPFSJ services are results-oriented and support families and the larger community's quest towards financial self-sufficiency. Within each Family Resource Center, the CPFSJ offers a clear approach to building strong, resourceful, and financially self-sufficient families. The CPFSJ's utilizes a research-informed approach to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect.

On May 4, 2017, the City advertised a Request for Proposal (RFP) to provide services designed to build strong, resourceful and financially self-sufficient families through a variety of community programs and services available to all residents of the City of Stockton.

On May 25, 2017, two proposals were received from the following agencies:

- Community Partnership for Families of San Joaquin (Stockton)
- The Table Community Foundation (Stockton)

A Selection Committee evaluated and ranked all proposals based on each organization's understanding of work program and services to be provided, experience with similar kinds of work, qualifications of the proposed team, project approach, cost and local preference. The CPFSJ received the highest ranking, based on the noted criteria, and was determined to be the most qualified agency for this program.

Present Situation

During 2020-2021, the CPFSJ served 7,183 families and 6,988 individual youth. Of the 7,183 families engaged, 3,122 had children or included an expecting parent. 2,630 of those families had at least one child aged 7-18, which translated to 6,505 children receiving services, 4,735 of which were ages 7-18.

To provide an example of the work done with children ages 7-18, the CPFSJ sampled 381 youth served during 2020-2021 and share the following results:

- A decrease in Child Protective Services involvement, from 50% baseline to 31.3% during participation with CPFSJ.
- A decrease in arrest rate from 35.7 baseline to 10.7 during participation.
- Youth engaged in receiving support from CPFSJ did not violate probation, or were not suspended or expelled from school.

Pursuant to Stockton Municipal Code (SMC) section 3.68.070 subsection A (4), Council may approve findings which support an exception to the competitive bidding process for Sole Source Vendors. These findings include:

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1. The CPFSJ has operated continuously in Stockton since it was founded in 1998.

2. On May 4, 2017, the City advertised a Request for Proposals (RFP) for the delivery of Community Programs and Services designed to build strong, resourceful and financially self-sufficient families through a variety of community programs and services available to all residents of the City of Stockton. The CPFSJ received the highest ranking based on proposal criteria and was determined to be the most qualified agency.

3. The City does not have the staff, expertise, resources, or capacity to provide these types of services to our community.

4. CPFSJ's utilizes the Strengthening Families Protective Factors Framework, a research-informed approach designed to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect.

5. The CPFSJ has invested significant time and resources to establish their Family Resource Centers and has demonstrated success in building relationships and delivering services to the Stockton community.

6. Continuing to support services with the CPFSJ is in alignment with Council priority goals to develop business incentives and tools for underserved neighborhoods, job placement, and working with partners to improve the quality of life in our community.

It is recommended that Council approve a three-year agreement in the amount of $450,000 with the Community Partnership for Families of San Joaquin. The agreement offers three one-year options for extension.

FINANCIAL SUMMARY

There are sufficient funds available in the General Fund Non-Departmental, Community/Program account to award $135,000 for FY 2022-23. Funding for the subsequent years will be budgeted in the same account and subject to Council approval during the annual budget development process.

Attachment A - CPFSJ 2022 Contract

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ATTACHMENT A

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Community Partnerships for Families of San Joaquin ("Contractor") to provide FAMILY & YOUTH RESOURCE SERVICES as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: Terminates on: 3/1/1/1

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ UP TO $450,000

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

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

CONTRACTOR

COMMUNITY PARTNERSHIPS FOR FAMILIES OF SAN JOAQUIN (CPFSJ)
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

(Rev. 3.22.22)

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

1.1 Contractor (CPFSJ) will provide community programs and services to all residents of the City of Stockton and San Joaquin County to build strong and resourceful families and reduce juvenile crime and delinquency.

1.2 All services provided under this Agreement shall be available and rendered to every resident or prospective resident of CITY on an equal basis regardless of income level.

2. Project Scope

2.1 CPFSJ's program will actively engage partners in a community-based approach that more effectively utilizes limited resources and enhances accountability while decreasing agency silos. These partnerships have led to systems of care and service delivery becoming better aligned and more effective, benefiting not only the community but agency and partner staff as well.

2.2 These partnerships will produce measurable improvement on challenging community issues affecting the well-being of children, families, and communities (family isolation, community connection, unemployment and underemployment, housing, financial instability, violence, mental health, etc.). The CPFSJ's Family Resource Centers (FRC) shall provide both direct and indirect services tailored to the needs of the families living in the neighborhoods served by the FRC. Specifically, CPFSJ will provide comprehensive assessment, resource connection, and case management services to mitigate suffering amongst low-income individuals and families living in high-need, limited resource communities in Stockton plagued by numerous, complex, and long-standing social, economic, and health challenges. CPFSJ's evidenced-informed and outcome-driven Service Integration Case Management Project will utilize the agency's current approach to services to meet internally established objectives and the City's stated objectives of:

- Adding to the quality of life of Stockton citizens,
- Serving hard-to-reach populations,
- Contributing to the economic health of the overall community; and,

- Ensure the equitable flow of aid, resources, and information to the most vulnerable, helping those most challenged with economic hardship and family instability.

2.3 Each FRC will provide supportive services to youth, helping them and their families to become stable and to thrive. CPFSJ will perform outreach and provide support services for youth who are at risk of violence and other criminal activity. Additionally, CPFSJ will work to increase youth leadership and mentorship

3. Specifications

3.1 CPFSJ shall provide core family strengthening and stabilization services, through partnerships, to low-income Stockton and San Joaquin County individuals and families at a minimum of 4 Family Resource Centers (FRC). For the terms of this agreement FRCs are defined as “one-stop shops” that bridge a range of culturally appropriate comprehensive health, economic and social resources, services and supports in high-need, underserved neighborhoods across the city.

3.2 The project will serve low-income families, children, youth, and parents, people of color, the limited English speaking (those that speak languages other than English as their primary language), and special populations (people living with a disability, those living in rural areas, etc.). These historically marginalized populations often have challenges seeking/obtaining resources to become stable.

4. Major Deliverables

4.1 One (1) comprehensive intake and assessment to identify urgent, yet basic family needs (i.e., food, housing, health insurance, employment, child and adult education, childcare, child safety, family violence, legal issues, etc.),

4.2 Resource education and connection in response to identified family needs/challenges,

4.3 Strength-based comprehensive and integrated model of service known as case management to families with multiple, complex, and interrelated needs,

4.4 Well-being services (including access to emergency and daily living resources, case management, family support home visiting, etc.),

4.5 Growth and development activities (parent education and leadership, free tax preparation, youth development activities, etc.),

4.6 Civic engagement opportunities (voter registration, neighborhood networks, advocacy training, youth development activities, community resource coordination, etc.)

4.7 Community development (neighborhood and community organizing, collaboration and partnership facilitation, social policy analysis, etc.)

5. Tasks That Support the Deliverables

CPFSJ's case management model, its primary method of delivering services, involves an intentional process and a clear purpose for both families and staff. This includes an engagement to build a relationship during case management, completion of a strengths-based assessment, goal identification, development of a family plan with action steps, and ways to overcome obstacles, and celebration of accomplishments.

The specific method of delivering services includes, but may not be limited to:

5.1 Comprehensive intake and assessment provided to at-risk, underserved youth and adults to identify initial risk level and needs. CPFSJ will utilize its Welcome Form (WF) assessment tool to initially assess program participant needs including health access, behavioral health, substance abuse, education, transportation, employment, family violence, legal issues, etc. as well as to identify program participant challenges and barriers. The WF will also identify the program participant's strengths and interests.

5.2 Resource Navigation provided to participants based on comprehensive intake and assessment. CPFSJ staff will provide information on community resources and support that help address the individual's needs. After utilizing the initial WF assessment, CPFSJ will reduce service access barriers and help individuals and families to improve their stability and self-sufficiency through the agency's own programs, and by working closely with a network of partners (private, public community-based organizations) to utilize limited resources and enhance accountability while decreasing agency silos more effectively. CPFSJ will connect individuals and families to core resources such as employment, education, housing, childcare, food, social/emotional health, and financial education through its FRCs located in Stockton. Staff will assist participants in accessing services by following up on referrals (via phone or in-person follow-up contact) and will discuss with participants the effectiveness of the referrals given in meeting the assessed needs of the participant. In doing so, CPFSJ will continue to help to stabilize families and position them to meet their goals.

5.3 Wraparound Case Management-a process that embeds itself in the belief that solutions already exist and that there are both recognized

and hidden strengths, assets, and resources in every individual, family, organization, and community-provided to participants based on their intake. By intentionally partnering to focus on discovering and linking these elements, individuals become healthier and gain confidence, families become more resilient and connected, organizations become more accountable, and communities are invigorated and experience increased well-being. CPFSJ's case management model involves a deliberate process and a clear purpose for both families and staff.

- CPFSJ will connect the families it serves to an array of services and activities that are integrated, comprehensive, flexible, and responsive to community identified needs. These resources include, but are not limited to employment, education, housing, childcare, food, social/emotional health, and financial education. Families will work closely with CPFSJ staff and fellow partners to focus on family-identified concerns and will develop comprehensive, customized step-by-step action and implementation plans to meet their identified needs and goals. In connecting individuals and families with these core resources, CPFSJ will help to stabilize families and position them to meet their goals (I.e., employment, elimination of family violence, mental health stabilization, family reunification, reduced daily living expenses, etc.).

- CPFSJ will also provide other supportive activities and opportunities that address the health and well-being of youth, individuals, and families in Stockton, as community need merits.

- Service Examples: Resource Referral and Case Management, Employment Training, Financial Literacy Opportunities and/or assistance with basic economic needs, Free Tax Assistance, Health/Nutrition Education Classes, Parenting/Parent Education Classes, Youth Services, Community Engagement and Organizing as well as a range of other supportive activities and opportunities that will assist in building strong, resourceful youth, residents, families, and communities.

6. Criteria of Acceptance for Deliverables

6.1 The City and CPFSJ shall meet quarterly to discuss operations and support of each other's common initiatives.

6.2 The CPFSJ shall collect, track, and provide quarterly reports pertaining to services provided under this agreement. Parties will discuss and

agree upon metrics to be recorded. Metrics identified shall support the City Council's strategic goals and plans to develop thriving and healthy neighborhoods, reduce crime, and support the City's youth.

6.3 The City shall review, approve, and process for payment quarterly invoices, with supporting documentation, provided by the CPFSJ.

7. Notices

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

Contractor:

Community Partnership for Families of San Joaquin
Meredith Baker, Executive Director
401 N San Joaquin St, 2nd Floor
Stockton. CA 95202

City:

City of Stockton
Harry Black, City Manager
425 N. El Dorado Street
Stockton, CA 95202

8. Key Personnel

- Meredith Baker, Executive Director, Community Partnership for Families of San Joaquin
- Courtney Christy, Deputy City Manager, City of Stockton
- Kris Farro, Director of Community Services, City of Stockton
- Carrie Wright, Director of Economic Development, City of Stockton
- Lora Larson, Director of the Office of Violence Prevention, City of Stockton

10. Option to Renew.

The term of the Agreement is three (3) years, and may be extended up to three (3) addition one-year terms by a written amendment executed by both parties. The total term of the Agreement including the extended term shall not exceed six (6) years.

Exhibit B:
Insurance Requirements

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.

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. General liability

coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

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 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

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

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.

Self-Insured Retentions

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

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.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

REV 2022-05-17

Certificate Holder Address

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

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

3. Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 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. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

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

5. Ownership of Work. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes**. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status**.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

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

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

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor’s personnel.

11. Termination.

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

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. 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 the 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.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest**. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver**. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

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

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

5. Compensation

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

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

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

8. Findings Confidential

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

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

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.

EXHIBIT E

COMPENSATION SCHEDULE

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

1. Project Price

1.1 The amount the Contractor shall be paid on this Agreement is $450,000 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

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

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

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

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

Task	Description	Task Price
1	Year 1	$135,000
2	Year 2	$150,000
3	Year 3	$165,000
	TOTAL PRICE	**$450,000**

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

Invoices shall be emailed to city.manager@stocktonca.gov, or submitted to the below address:

City of Stockton
Office of the City Manager
Attention: Courtney Christy, Deputy City Manager
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1	Initial term of Contract	3 years from execution
1.1.2	Extension 1	1 year
1.1.3	Extension 2	1 year
1.1.4	Extension 3	1 year

File #: 22-0737, **Version:** 1

APPROVE A RESOLUTION TO AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF STOCKTON AND SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT (STEP)

RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing the City Manager to execute a memorandum of understanding (MOU) between the City of Stockton and the San Joaquin Council of Governments for the Sustainable Transportation Equity Project (STEP).

It is also recommended that the resolution authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The California Air Resources Board (CARB) awarded the San Joaquin Council of Governments (SJCOG) a $7.4 million Sustainable Transportation Equity Project (STEP) grant. SJCOG's STEP program, entitled the Stockton Mobility Collective, is a bundle of projects including community engagement, Vamos Mobility-as-a-Service, electric vehicle carsharing, electric pedal assist bike sharing, e-workforce development, and transit and shared mobility incentives. SJCOG is interested in forming a partnership with the City specifically for the electric vehicle (EV) carsharing and electric pedal assist bike sharing programs. This partnership would involve hosting the charging infrastructure and vehicles at City-owned facilities at no cost to the City.

Staff requests that Council approve a resolution authorizing the City Manager to execute a memorandum of understanding between the City and SJCOG to host infrastructure to support the electric car and bicycle sharing programs.

DISCUSSION

Background

The California Air Resources Board (CARB) awarded the San Joaquin Council of Governments (SJCOG) a $7.4 million Sustainable Transportation Equity Project (STEP) grant. The STEP program was established to address transportation equity in California's most disadvantaged communities. STEP is a California Climate Investments (CCI) program - CCI puts billions of dollars of Cap-and-Trade to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment. The STEP grant provides funding for clean transportation projects that increase residents' mobility and access to employment opportunities, healthcare, groceries, and other essential services while reducing greenhouse gas emissions. SJCOG's STEP program, entitled the Stockton Mobility Collective, is a bundle of projects including community engagement, Vamos

Mobility-as-a-Service, electric vehicle carsharing, electric pedal assist bike sharing, e-workforce development, and transit and shared mobility incentives. This is a multi-year initiation and operations effort that will go through March 31, 2025.

The EV carsharing program is being led by SJCOG's project partner, Míocar. This program will provide affordable access to all-electric vehicles at convenient locations in Stockton. Míocar EV carsharing makes it easy to reserve a car on an hourly or daily basis for errands and other types of trips. Users must be 21 or older and have a good driving record to reserve vehicles via the Míocar app or by phone. Vehicles can be reserved on the day of travel or booked in advance for easy travel planning. Míocar will have 30 vehicles at locations throughout Stockton.

The electric pedal assist bike sharing program will be implemented by the San Joaquin Regional Transit District (RTD). This program will provide users with affordable access to 100 pedal assist e-bikes at 12 locations throughout Stockton. Users must be 18 years or older and will be charged based on time spent on the bike. RTD will be responsible for overseeing the implementation of the program, including the frequent redistribution of bikes, bike maintenance, and battery charging.

Present Situation

SJCOG is ready to deploy their grant-funded programs; however, they need to identify suitable locations to host the infrastructure and vehicles. City staff have met with SJCOG to determine ideal locations that can support the required charging infrastructure and are convenient for potential users. In the spirit of the STEP program, these locations were prioritized based on their proximity to disadvantaged communities that would most benefit from the affordable connectivity offered by these programs.

At this time, a memorandum of understanding (MOU) has not been finalized between the City and SJCOG as it is an ongoing conversation. The MOU will not obligate the City financially in any way, as these are 100% grant-funded programs supported by the STEP grant. Staff are seeking Council's permission to execute this agreement so that an MOU can be finalized and executed as soon as possible.

FINANCIAL SUMMARY

There are no financial impacts associated with the approval of this resolution - all programs are entirely grant-funded. Should the terms of the MOU be modified to require a financial commitment from the City, staff will return to Council to seek re-approval to execute the MOU.

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF STOCKTON AND SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT (STEP)

The California Air Resources Board (CARB) awarded the San Joaquin Council of Governments a $7.4 million STEP grant; and

The STEP grant provides funding for clean transportation projects that increase residents' mobility and access to employment opportunities, healthcare, groceries, and other essential services while reducing greenhouse gas emissions; and

SJCOG's STEP grant includes the following components: (1) community engagement, (2) Vamos Mobility-as-a-Service Application, (3) Electric Car Share, (4) Electric Pedal Assist Bicycle Share, (5) E-Workforce Development, and (6) Shared Mobility Incentives; and

SJCOG is interested in partnering with the City of Stockton to implement the Electric Car and Pedal Assist Bicycle Share programs via charging stations hosted at City-owned facilities; and

The City is committed to pursuing partnerships that advance its strategic priorities, including reducing local greenhouse gas emissions and expanding the availability of electric vehicle infrastructure; now, therefore,

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute a memorandum of understanding (MOU) between the City of Stockton and the San Joaquin Council of Governments for the Sustainable Transportation Equity Project (STEP).

2. The City Manager is also authorized to take any and all necessary and appropriate steps to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

File #: 22-0889, **Version:** 1

DISCUSSION OF PLANNING COMMISSIONER MEMBERSHIP

RECOMMENDATION

It is recommended that City Council discuss and provide guidance on membership eligibility for Planning Commissioners currently serving.

Summary

Due to the redistricting process that took place in 2021, Planning Commissioner, Xavier Mountain, representing City Council District formally identified as 5 was drawn out of the boundary. His new territory is now identified as City Council District 6. His term of service is set to end January 31, 2023. Before you this evening is a request for guidance on how to proceed in resolving this matter.

DISCUSSION

Background

Charter Article XXIV requires that each Councilmember nominate a candidate from the district he/she represents to sit on the Planning Commission and the City Council ratifies the appointments. The term of office is four-years and may be reappointed for a second term but may not serve more than two consecutive terms.

Present Situation

The issue was raised that Planning Commissioner Xavier Mountain was no longer residing City Council District 5 and was effectively drawn out of the district. The argument is that he is now ineligible to serve. However, in 2011 the City faced a similar situation. Former Planning Commissioner Antonio Garcia, who represented City Council District 3 was drawn out of the district following the 2010 census and redistricting process. Mr. Garcia's territory was reassigned to City Council District 4. At the time, the issue was presented to the former City Attorney and City Clerk. After discussion, the resolution was to allow Mr. Garcia to remain in office until the completion of his term.

Currently, under the provisions of California Elections Code 21626 only officials who have been elected into office and hold an unexpired term are not affected by any change in the boundaries of the district from which the Councilmember was elected. The election code is silent to appointed officials, thus falling back to the City's Charter Article XXIV City Planning Commission, Section 2400 Appointment of members; Terms of Office which states that each City Councilmember shall select a candidate from the district which the Councilmember has been elected to. The same Section states

that any member of the Commission may be removed for cause by a majority vote of the City Council.

After conversation with the seated Planning Commissioner, the appointing Councilmember and City Attorney, it has been determined that the logical next step is to have an inclusive conversation by all Councilmembers with direction to staff on how to proceed.

FINANCIAL SUMMARY

There is no financial impact to the General Fund from the appointment of Planning Commissioners. Planning Commissioners receive a $25 per meeting stipend and sufficient funding is available in account 048-1810-510 (Community Development).

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PUBLIC HEARING TO ADOPT A RESOLUTION ACCEPTING THE 2022 REPORT ON WATER QUALITY PUBLIC HEALTH GOALS

RECOMMENDATION

It is recommended that the City Council conduct a Public Hearing to accept and respond to public comment on the 2022 Report on Water Quality Public Health Goals. At the conclusion of the Public Hearing, it is recommended that the City Council adopt a resolution to accept the 2022 Report on Water Quality Public Health Goals (Exhibit 1 to the Resolution).

If is also recommended that the City Manager be authorized to take the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Summary

The City of Stockton Municipal Utilities Department (MUD) is legally required to prepare a Report on Water Quality Public Health Goals every three years. The Department's water treatment and distribution works consists of the Delta Water Treatment Plant (DWTP), a number of groundwater wells located throughout the City and pipelines that deliver treated water to customers. The DWTP is an advanced water treatment plant that incorporates the state-of-the-art treatment processes including ozonation, plate-settling basins, ultra-filtration, and disinfection.

This report provides information on the MUD's drinking water quality delivered within the City's service area and compares it to State Public Health Goals (PHGs) and Federal Maximum Contaminant Level Goals (MCLGs). However, PHGs and MCLGs are not enforceable water quality standards. The 2022 Report lists constituents found in the City's water system that were detected above the PHGs and/or MCLGs during calendar years 2019, 2020 and 2021. Those constituents included Arsenic, Bromate, Gross Alpha, Radium-228, Uranium, and Total Coliforms.

The 2022 Report concludes that drinking water quality meets all State of California, Environmental Protection Agency, and United States Environmental Protection Agency drinking water standards set to protect public health. Therefore, no actions are proposed at this time.

DISCUSSION

Background

Provisions of the California Health and Safety Code Section 116470(b) specify that public water systems with more than 10,000 service connections are required to prepare a special report, which provides information on the detection of any contaminants in drinking water measured above the established PHGs published by the State Office of Environmental Health Hazard Assessment Office

of Environmental Health Hazard Assessment (OEHHA), and MCLGs set by the United States Environmental Protection Agency (USEPA).

The 2022 Report on Water Quality Public Health Goals (2022 Report) discusses and compares the concentrations of water quality constituents to State PHGs and Federal MCLGs in drinking water supplied within the City's service area between calendar years 2019 to 2021. The 2022 Report is also required to discuss available treatment technologies and estimated costs to the customers to reduce constituent levels below the PHGs or MCLGs, which are often set near zero.

Exceedance Reports and Notification Requirements are legally required to be prepared if one or more chemical contaminants exceed a PGH or a MCLG. However, PHGs and MCLGs are not enforceable. Adopted MCLs for water quality criteria are the enforceable standard for compliance in all water systems. The USEPA and the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) establish MCLs at very conservative levels to provide protection to consumers with very low to negligible risk.

The Report on Water Quality Public Health Goals is unique to California and required in addition to the extensive public reporting of water quality information that California water utilities provide, including the annual Consumer Confidence Reports. The 2022 Report is required to be accepted by the City Council at a Public Hearing scheduled after July 1 and made available to the public for review.

Present Situation

The Department's water treatment and distribution works consists of the Delta Water Treatment Plant (DWTP), a number of groundwater wells located throughout the City and pipelines that deliver treated water to customers. The DWTP is an advanced treatment plant that incorporates the state-of-the-art water treatment processes including ozonation, plate-settling basins, ultra-filtration, and disinfection.

The 2022 Report lists constituents found in the City's water system detected above PHGs and/or MCLGs during calendar years 2019, 2020 and 2021. Those constituents included Arsenic, Bromate, Gross Alpha, Radium-228, Uranium, and Total Coliforms. All the aforementioned constituents were below the established MCLs; and therefore, the City's water system remains in compliance with the regulatory MCL standards.

Costs to construct and maintain treatment facilities to lower constituent levels to below PHGs and MCLGS range from $156 to $1,351 per service connection per year. The effectiveness of the treatment technologies to provide any significant reductions in constituent levels at these already low MCL values is uncertain. The health protection benefits of these further reductions are not at all clear and may not be quantifiable.

The 2022 Report concludes that the City's drinking water quality meets all State of California, Environmental Protection Agency, and United States Environmental Protection Agency drinking water standards set to protect public health. Therefore, no action is proposed at this time.

The 2022 Report is required to be accepted by City Council at a Public Hearing scheduled after July 1 and made available to the public for review. The 2022 Report was posted on the City website. The

Public Hearing was noticed in The Record on September 12. 2022. In addition, the report was reviewed and recommended for acceptance by the Water Advisory Group on September 7, 2022.

FINANCIAL SUMMARY

The FY 2022-23 Annual Budget includes appropriation to cover the costs for a Public Hearing notice in The Record and for printing hard copies of the 2022 Report on Water Quality Public Health Goals in the Water Fund, Administration Division.

There is no impact to the General Fund or any other unrestricted fund, from this action.

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING THE 2022 REPORT ON WATER QUALITY PUBLIC HEALTH GOALS REPORT

Provisions of the California Health and Safety Code section 116470(b) specify that public water systems with more than 10,000 service connections are required to prepare a special report, which provides information on the detection of any contaminants in drinking water measured above the established PHGs (Public Health Goal) published by the State Office of Environmental Health Hazard Assessment Office of Environmental Health Hazard Assessment (OEHHA), and MCLGs (Maximum Contaminant Level Goal) set by the United States Environmental Protection Agency (USEPA); and

The Report on Water Quality Public Health Goals is unique to California and required in addition to the extensive public reporting of water quality information that California water utilities provide, including the annual Consumer Confidence Reports; and

The City of Stockton's Municipal Utilities Department (MUD) is legally required to prepare a Water Quality Public Health Goals Report every three years. This report provides information on the MUD's drinking water quality delivered within the City's service area and compares it to State PHGs and Federal MCLGs. However, PHGs and MCLGs are not enforceable water quality standards; and

The 2022 Report lists constituents found in the City's water system detected above PHGs and/or MCLGs during calendar years 2019, 2020 and 2021. Any listed contaminants were below the established MCLs; and therefore, the City's water system remains in compliance with the regulatory MCL standards; and

The 2022 Report concludes that the City's drinking water quality meets all State of California, Environmental Protection Agency and United States Environmental Protection Agency drinking water standards set to protect public health; and

Staff recommends that the City Council accept the 2022 Public Health Goals Report; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Accept the 2022 Report on Water Quality Public Health Goals, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

Report on Water Quality Relative to Public Health Goals

June 2022

CITY OF STOCKTON

MUD

MUNICIPAL UTILITIES DEPARTMENT



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CITY OF STOCKTON WATER SYSTEM
REPORT ON WATER QUALITY
RELATIVE TO PUBLIC HEALTH GOALS
June 2022

BACKGROUND

Provisions of California Health and Safety Code Section 116470(b) require that public water systems serving more than 10,000 service connections prepare a brief, written report by July 1, 2022 that provides information on water quality levels from the three previous years that exceeded any Public Health Goals (PHGs), published by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a contaminant, water suppliers are to use the Maximum Contaminant Level Goals (MCLGs) set by the United States Environmental Protection Agency (USEPA). Only contaminants in a water system which have a level exceeding a PHG or MCLG are addressed in this report.

This report provides the following information as specified in the California Health and Safety Code Section 116470(b) for any contaminant detected in the City's water supply between 2019 and 2021 at a level exceeding a PHG or MCLG:

- Numerical public health risk associated with the Maximum Contaminant Level (MCL), and the PHG or MCLG,
- Category or type of risk to health that could be associated with each contaminant level,
- Best Available Treatment Technology that could be used to reduce the contaminant level, and
- Estimate of the cost to install that treatment.

PUBLIC HEALTH GOALS

PHGs are set by the California OEHHA and are based solely on public health risk considerations. None of the practical risk management factors that are considered by the USEPA or the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) in setting drinking water standards are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits, and costs. PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs. Appendix A lists the regulated contaminants for which PHGs and MCLGs have been set.

CITY OF STOCKTON WATER SOURCES

Most of the City's drinking water is treated surface water produced through the Delta Water Treatment Plant (DWTP) or purchased from the Stockton East Water District (SEWD). Water is diverted from the Sacramento-San Joaquin Delta, and Mokelumne River water is purchased from Woodbridge Irrigation District for treatment at the City's DWTP. SEWD imports surface water from New Melones and New Hogan Reservoirs for treatment and delivery to the City. The City of Stockton's water supply also consists of groundwater sources.

WATER QUALITY DATA CONSIDERED

All water quality data collected from the City's treated surface water and groundwater between 2019 and 2021 for purposes of determining compliance with drinking water standards were considered for this report. In addition, water quality data from SEWD is also considered for this report. This data is summarized in the 2019, 2020, and 2021 annual Drinking Water Quality Reports (i.e., Consumer Confidence Reports) which are available on the City's website. Copies of these reports may be viewed at the following location: http://www.stocktonca.gov/files/ccr.pdf

GUIDELINES FOLLOWED

Suggested Guidelines for Preparation of Required Reports on Public Health Goals (PHGs) to satisfy requirements of California Health and Safety Code Section 116470(b) by the Association of California Water Agencies was used in the preparation of this report.

PHGs, MCLGs and DLRs

PHGs are based solely on public health risk considerations. They represent the level of a contaminant in drinking water below which there is no known or expected significant risk to health. None of the practical risk-management factors that are considered by the DDW or USEPA in setting drinking water MCLs are considered in setting PHGs. These factors include analytical detection capability, available treatment technologies, and benefits and costs of operating the treatment. MCLGs are the federal equivalent to PHGs, however, in cases where a contaminant is a known or suspected carcinogen, the MCLG is set to zero. PHGs and MCLGs are not enforceable and are not required to be met by any public water systems. A constituent's DLR (Detection Limits for Purposes of Reporting) is the designated minimum level at or above which any analytical result for drinking water must be reported to DDW. PHG report guidance recommends considering results that are above their PHG or MCLG and less than their DLR to be zero. A list published by DDW of regulated constituents with the MCLs, DLRs and PHGs for Regulated Drinking Water Contaminants is included as Attachment 2.

BEST AVAILABLE TREATMENT TECHNOLOGY AND COST ESTIMATES

Both the USEPA and SWRCB adopt Best Available Technologies (BATs) which are the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible, nor feasible, to determine what treatment is needed to further reduce a contaminant to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a contaminant to zero is difficult, if not impossible and costly. In some cases, installing treatment to try and further reduce to very low levels of one contaminant may have adverse

effects on other aspects of water quality.[1]

CONTAMINANTS DETECTED THAT EXCEED A PUBLIC HEALTH GOALS OR MAXIMUM CONTAMINANT LEVEL GOALS

The following is a discussion of contaminants that were detected in one or more of our drinking water sources at levels above the PHG, or if no PHG, above the MCLG. This report only provides information on contaminants that were found in the City's drinking water system to have exceeded established PHG or MCLG. **The City of Stockton consistently delivers safe water at the lowest possible cost to our customers. The levels of these contaminants were well below the MCLs, so this does not constitute a violation of drinking water regulations or indicate the water was unsafe to drink.** These results could be considered typical for a California water agency. The health risk information for regulated contaminants with PHGs are provided in Appendix B.

Arsenic

The PHG for arsenic is 0.004 µg/L, and United States Environmental Protection Agency and State of California MCL is 10 µg/L. Arsenic is a naturally occurring element and is widely present in the environment. In certain geographical areas, natural mineral deposits may contain large quantities of arsenic and this may result in higher levels of arsenic in water. The main commercial use of arsenic in the United States is pesticides and in wood preservatives.

In humans, while ingestion of larger doses of arsenic may be lethal, lower levels of exposure may cause a variety of systemic effects including irritation of the digestive tract, nausea, vomiting, and diarrhea. In addition, arsenic ingestion can increase the risk of cancer in the digestive system, lungs, heart, and skin. The duration of arsenic exposure appears to be a key factor in determining the extent of the toxic effects.

The City of Stockton is required to monitor each of its drinking water wells for arsenic at least once every three years. In sampling conducted in 2019, 2020 and 2021, nine (9) samples were collected from a total of nine (9) active well sites. Arsenic values ranged from 0 µg/L to a maximum of 6.7 µg/L, with an average concentration of 4.3 µg/L over the three-year span. The MCL is 10 µg/L on a quarterly running average.

Three (3) samples were collected from the SEWD treated surface water and there were no detections of arsenic.

Health Risk Category

The health risk category for arsenic is carcinogenicity. People who drink water containing arsenic above the MCL throughout their lifetime could experience an increased risk of getting cancer.

Numerical Health Risk at MCLG

The numerical health risk for arsenic based on the PHG is 1×10^{-6}. This means one excess cancer case per million people exposed.

[1] The estimated service connection costs were derived from adjusting the 2019 Public Health Goals Report's estimated service connection costs with respects to the Updated 2012 ACWA Cost of Treatment Table (Attachment A, Table 3).

Best Available Technologies and Treatment Costs
The BAT to lower the level of arsenic below the MCL is the addition of ion exchange treatment units. The estimated annual cost to install and operate ion exchange treatment units at 9 of the City's wells to reduce arsenic levels to below the PHG would be approximately $0.73 per 1,000 gallons of water treated, which includes annualized cost of construction, plus operation and maintenance costs. This translates into an additional annual cost of approximately $221 per service connection per year for the life of the treatment system.

Bromate

The PHG for bromate is 1 µg/L and MCL is 10 µg/L calculated on a quarterly running average. Bromate is formed when naturally occurring bromide reacts with ozone in the surface water treatment process. The City uses ozone in the treatment process at the Delta Water Supply Treatment Plant.

In sampling conducted at the DWTP from 2019 to 2021, a total of thirty five (35) samples were collected and bromate was detected in seven of those samples. Bromate values ranged from 0 µg/L to 28 µg/L with an average of 2.8 µg/L over the three-year span. The City is complying of the MCL, as the quarterly running average is below 10 µg/L.

Health Risk Category
The health risk category for bromate is carcinogenicity. People who drink water containing bromate above the MCL throughout their lifetime could experience an increased risk of getting cancer.

Numerical Health Risk at MCLG
The numerical health risk for bromate based on the PHG is 1×10^{-6}. This means one excess cancer case per million people exposed.

Best Available Technologies and Treatment Costs
The BAT to lower the level of bromate below the MCL is the addition of granular activated carbon treatment units. The estimated annual cost to install and operate a granular activated carbon treatment unit at the Delta Water Supply Treatment Plant to reduce bromate levels to below the PHG would be approximately $0.69 per 1,000 gallons of water treated, which includes annualized cost of construction, plus operation and maintenance costs. This translates into an additional annual cost of approximately $156 per service connection per year for the life of the treatment system, assuming the treatment plant operates 365 days of the year.

Radionuclides

Many naturally occurring substances and a few man-made ones have the potential to emit ionizing radiation, and therefore, are referred to as radioactive. Of the radionuclides that have been observed in drinking water, most are naturally occurring. The naturally occurring contaminant of greatest concern in drinking water is uranium. Most of the naturally occurring radionuclides are alpha particle emitters.

Contamination by man-made nuclear materials can also occur. The man-made radionuclides,

which are primarily beta and photon emitters, are produced by several activities that involve the use of concentrated radioactive materials. These include production of electricity; nuclear medicines used in therapy and diagnosis; and various commercial products such as, televisions and smoke detectors. The City of Stockton is only required to monitor its groundwater and surface water supplies for naturally occurring radionuclides.

Exposure to radionuclides from drinking water results in an increased risk of cancer. In addition to cancer, exposure to uranium has the potential to cause kidney damage. In California, the radionuclides currently regulated in drinking water are gross alpha particle activity, radium 226, radium 228, uranium, and beta and photon emitters. The City detected Gross Alpha Particles, Radium-228, and Uranium above the PHG or MCLG but well under the MCL.

Gross Alpha Particles

Radionuclides such as gross alpha particles in water supplies are predominantly from erosion of natural deposits. The term radionuclide refers to naturally occurring elemental radium, radon, uranium, and thorium with unstable atomic nuclei that spontaneously decay, producing ionizing radiation. Gross alpha is defined as the sum total of these radionuclides. The MCL for gross alpha is 15 picocuries per liter of water (pCi/L) and the MCLG is 0 pCi/L.

The City collected and analyzed samples for gross alpha particles during 2019-2021, with values that ranged from non-detect (ND) to 7.11 pCi/L, with an average value of 4.51 pCi/L, all sample results were below the MCL.

Health Risk Category
The category of health risk for gross alpha particles is carcinogenicity chronic toxicity. Carcinogenic risk means capable of producing cancer. Chronic toxicity means that adverse effects may develop gradually from low levels of exposure over a long period of time.

Numerical Health Risk at MCLG
The numerical health risk based on USEA's MCLG is zero therefore the cancer risk is zero.

Best Available Technologies and Treatment Costs
The best available technology (BAT) to lower the level of these compounds below the PHG is reverse osmosis. Since the levels are already below the MCL, reverse osmosis would be required to attempt to lower the levels to below the PHG. Please note that accurate cost estimates are difficult, if not impossible, and are highly speculative and theoretical. The estimated annual cost to install and operate reverse osmosis system at 13 of the City's wells to reduce uranium levels to below the PHG would be approximately $4.75 per 1,000 gallons of water treated, which includes annualized cost of construction, plus operation and maintenance costs. This translates into an additional annual cost of approximately $1351 per service connection per year for the life of the treatment system.

Radium-228

Radium-228 is a naturally occurring radioactive element present in geological formations and the earth's crust. It is introduced into groundwater and surface water through erosion. The MCL for Radium-228 is a combined total of Radium-226 + Radium-228 is 5 pCi/L and the PHG for Radium-228 is 0.019 pCi/L.

The City collected and analyzed samples for Radium-228 during 2019-2021, with values that ranged from ND to 1.71 pCi/L, with an average result of 0.60 pCi/L, with all samples below the MCL.

Health Risk Category
The category of health risk for uranium is carcinogenicity chronic toxicity (kidneys). Carcinogenic risk means capable of producing cancer. Chronic toxicity means that adverse effects may develop gradually from low levels of exposure over a long period of time.

Numerical Health Risk at MCLG
The numerical health risk for Radium-228 based on the PHG is 1×10^{-6}. This means one excess cancer case per million people exposed.

Best Available Technologies and Treatment Costs
The best available technology (BAT) to lower the level of these compounds below the PHG is reverse osmosis. Since the levels are already below the MCL, reverse osmosis would be required to attempt to lower the levels to below the PHG. Please note that accurate cost estimates are difficult, if not impossible, and are highly speculative and theoretical. The estimated annual cost to install and operate reverse osmosis system at 2 of the City's wells to reduce uranium levels to below the PHG would be approximately $4.75 per 1,000 gallons of water treated, which includes annualized cost of construction, plus operation and maintenance costs. This translates into an additional annual cost of approximately $208 per service connection per year for the life of the treatment system.

Uranium

Uranium is a naturally occurring radioactive element present in geological formations and the earth's crust. It is introduced into groundwater and surface water through erosion. The MCL for uranium is 20 pCi/L and the PHG for uranium is 0.43 pCi/L.

The City collected and analyzed samples for uranium during 2019-2021, with values that ranged from ND to 5.80 pCi/L, there were 4 detections above the PHG with an average of 3.71 pCi/L, with all samples below the MCL.

Health Risk Category
The category of health risk for uranium is carcinogenicity chronic toxicity (kidneys). Carcinogenic risk means capable of producing cancer. Chronic toxicity means that adverse effects may develop gradually from low levels of exposure over a long period of time.

Numerical Health Risk at MCLG
The numerical health risk for uranium based on the PHG is 1×10^{-6}. This means one excess cancer case per million people exposed.

Best Available Technologies and Treatment Costs
The best available technology (BAT) to lower the level of these compounds below the PHG is reverse osmosis. Since the levels are already below the MCL, reverse osmosis would be required to attempt to lower the levels to below the PHG. Please note that accurate cost

estimates are difficult, if not impossible, and are highly speculative and theoretical. The estimated annual cost to install and operate reverse osmosis system at 4 of the City's wells to reduce uranium levels to below the PHG would be approximately $4.75 per 1,000 gallons of water treated, which includes annualized cost of construction, plus operation and maintenance costs. This translates into an additional annual cost of approximately $416 per service connection per year for the life of the treatment system.

Total Coliform Bacteria

Total coliform bacteria are tested at sampling sites throughout the City's water distribution system. No more than 5% of all samples collected in a month can be positive for total coliforms in order to comply with the MCL. Although there is no PHG for total coliform bacteria, the MCLG is 0% positive samples. The reason for the total coliform drinking water standard is to minimize the possibility of the water containing pathogens, which are organisms that cause waterborne diseases. Because total coliform analysis is only a surrogate indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While USEPA normally sets MCLGs "at a level where no known or anticipated adverse effects on persons would occur," the USEPA indicates that this is not possible with total coliforms.

Coliform bacteria are an indicator organism that are ubiquitous in nature and are not generally considered harmful. They are used because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and additional sampling is warranted. It is not at all unusual for a system to have an occasional positive coliform bacteria sample. It is difficult, if not impossible; to assure that a system will never get a positive sample.

During 2019, 2020 and 2021, between 145 and 186 samples were collected each month for coliform analyses. Occasionally, a sample(s) is found to be positive for coliform bacteria. Repeat samples for sites having positive coliform bacteria were taken as a follow-up, and in every case, the repeat samples were negative.

The City provides chlorine disinfection to ensure that the water served is microbiologically safe. The chlorine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor or increasing the level of certain compounds. This careful balance of treatment processes is essential to supplying our customers with safe drinking water.

Other equally important measures that we have implemented include: an effective cross-connection and backflow control programs; an effective monitoring and surveillance program; and maintaining positive pressures in our distribution system. The system has already taken all the steps described by DDW as "Best Available Technology" for coliform bacteria, which is regulated in Title 22, CCR, Section 64447.

RECOMMENDATIONS FOR FURTHER ACTION

The City of Stockton's drinking water quality for the contaminants discussed in this 2022 Public Health Goals Report meet all State Water Resources Control Board and USEPA drinking water standards set to protect public health. To further reduce the levels of the contaminants identified in this report that are already significantly below the health-based maximum contaminant levels established to provide "safe drinking water", additional costly treatment processes at City water wells and DWTP would be required. The effectiveness of the treatment processes to provide any significant reductions in contaminant levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed at this time.

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APPENDIX A
MCLs, DLRs and PHGs for Regulated Drinking Water Contaminants

ATTACHMENT NO. 1

2022 PHG Triennial Report: Calendar Years 2019-2020-2021

MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants

(Units are in milligrams per liter (mg/L), unless otherwise noted.)

Last Update: September 14, 2021

(Reference last update 9/14/2021: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/mclreview/mcls_dlrs_phgs.pdf)

This table includes:

- DDW's maximum contaminant levels (MCLs)
- DDW's detection limits for purposes of reporting (DLRs)
- Public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA)
- PHGs for NDMA and 1,2,3-Trichloropropane (both are unregulated) are at the bottom of this table
- The federal MCLG for chemicals without a PHG, microbial contaminants, and the DLR for 1,2,3-TCP

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
Chemicals with MCLs in 22 CCR §64431 —Inorganic Chemicals				
Aluminum	1	0.05	0.6	2001
Antimony	0.006	0.006	0.02	1997
Antimony	--	--	0.001	2016
Arsenic	0.010	0.002	0.000004	2004
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003
Barium	1	0.1	2	2003
Beryllium	0.004	0.001	0.001	2003
Cadmium	0.005	0.001	0.00004	2006
Chromium, Total - OEHHA withdrew the 1999 0.0025 mg/L PHG in Nov 2001	0.05	0.01	(0.100)	1999
~~Chromium, Hexavalent (Chromium-6)~~	~~0.01~~	~~0.001~~	~~0.00002~~	~~2011~~
Cyanide	0.15	0.1	0.15	1997
Fluoride	2	0.1	1	1997
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*
Nickel	0.1	0.01	0.012	2001
Nitrate (as N)	10 as N	0.4	45 as NO3 (=10 as N)	2018
Nitrite (as N)	1 as N	0.4	1 as N	2018
Nitrate + Nitrite (as N)	10 as N	--	10 as N	2018
Perchlorate	0.006	0.002	0.001	2015
Selenium	0.05	0.005	0.03	2010
Thallium	0.002	0.001	0.0001	1999 (rev2004)
Copper and Lead, 22 CCR §64672.3				
Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called "Action Levels" under the lead and copper rule				
Copper	1.3	0.05	0.3	2008
Lead	0.015	0.005	0.0002	2009

ATTACHMENT NO. 1

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
Radionuclides with MCLs in 22 CCR §64441 and §64443 —Radioactivity [units are picocuries per liter (pCi/L), unless otherwise stated; n/a = not applicable]				
Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	none	n/a
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	none	n/a
Radium-226	--	1	0.05	2006
Radium-228	--	1	0.019	2006
Radium-226 + Radium-228	5	--	--	--
Strontium-90	8	2	0.35	2006
Tritium	20,000	1,000	400	2006
Uranium	20	1	0.43	2001
Chemicals with MCLs in 22 CCR §64444 —Organic Chemicals				
(a) Volatile Organic Chemicals (VOCs)				
Benzene	0.001	0.0005	0.00015	2001
Carbon tetrachloride	0.0005	0.0005	0.0001	2000
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999
cis-1,2-Dichloroethylene	0.006	0.0005	0.013	2018
trans-1,2-Dichloroethylene	0.01	0.0005	0.05	2018
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000
1,2-Dichloropropane	0.005	0.0005	0.0005	1999
1,3-Dichloropropene	0.0005	0.0005	0.0002	1999 (rev2006)
Ethylbenzene	0.3	0.0005	0.3	1997
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999
Monochlorobenzene	0.07	0.0005	0.07	2014
Styrene	0.1	0.0005	0.0005	2010
1,1,2,2-Tetrachloroethane	0.001	0.0005	0.0001	2003
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001
Toluene	0.15	0.0005	0.15	1999
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999
1,1,1-Trichloroethane (1,1,1-TCA)	0.200	0.0005	1	2006
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009
Trichlorofluoromethane (Freon 11)	0.15	0.005	1.3	2014
1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	0.01	4	1997 (rev2011)
Vinyl chloride	0.0005	0.0005	0.00005	2000
Xylenes	1.75	0.0005	1.8	1997

ATTACHMENT NO. 1

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
(b) Non-Volatile Synthetic Organic Chemicals (SOCs)				
Alachlor	0.002	0.001	0.004	1997
Atrazine	0.001	0.0005	0.00015	1999
Bentazon	0.018	0.002	0.2	1999 (rev2009)
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010
Carbofuran	0.018	0.005	0.0017	2000
Carbofuran	--	--	0.0007	2016
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)
Dalapon	0.2	0.01	0.79	1997 (rev2009)
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.000003	2020
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997
Dinoseb	0.007	0.002	0.014	1997 (rev2010)
Diquat	0.02	0.004	~~0.015~~	~~2000~~
Diquat	--	--	0.006	2016
Endrin	0.002	0.0001	~~0.0018~~	~~1999 (rev2008)~~
Endrin	--	--	0.0003	2016
Endothal	0.1	0.045	0.094	2014
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003
Glyphosate	0.7	0.025	0.9	2007
Heptachlor	0.00001	0.00001	0.000008	1999
Heptachlor epoxide	0.00001	0.00001	0.000006	1999
Hexachlorobenzene	0.001	0.0005	0.00003	2003
Hexachlorocyclopentadiene	0.05	0.001	0.002	2014
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)
Methoxychlor	0.03	0.01	0.00009	2010
Molinate	0.02	0.002	0.001	2008
Oxamyl	0.05	0.02	0.026	2009
Pentachlorophenol	0.001	0.0002	0.0003	2009
Picloram	0.5	0.001	~~0.5~~	~~1997~~
Picloram	--	--	0.166	2016
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007
Simazine	0.004	0.001	0.004	2001
2,4,5-TP (Silvex)	0.05	0.001	0.003	2014
2,3,7,8-TCDD (dioxin)	$3x10^{-8}$	$5x10^{-9}$	$5x10^{-11}$	2010
Thiobencarb	0.07	0.001	~~0.07~~	~~2000~~
Thiobencarb	--	--	0.042	2016
Toxaphene	0.003	0.001	0.00003	2003

ATTACHMENT NO. 1

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
Chemicals with MCLs in 22 CCR §64533 —Disinfection Byproducts				
Total Trihalomethanes	0.080	--		
Total Trihalomethanes	--	--	~~0.0008~~	~~2010 draft~~
Bromodichloromethane	--	0.0010	0.00006	2020
Bromoform	--	0.0010	0.0005	2020
Chloroform	--	0.0010	0.0004	2020
Dibromochloromethane	--	0.0010	0.0001	2020
Haloacetic Acids (five) (HAA5)	0.060	--	--	--
Monochloroacetic Acid	--	0.0020	--	--
Dichloroacetic Adic	--	0.0010	--	--
Trichloroacetic Acid	--	0.0010	--	--
Monobromoacetic Acid	--	0.0010	--	--
Dibromoacetic Acid	--	0.0010	--	--
Bromate	0.010	0.0050 or 0.0010[a]	0.0001	2009
Chlorite	1.0	0.020	0.05	2009
Microbiological Contaminants (TT = Treatment Technique)				
Coliform % positive samples	%	5	(zero)	
*Cryptosporidium***		TT	(zero)	
*Giardia lamblia***		TT	(zero)	
*Legionella***		TT	(zero)	
Viruses**		TT	(zero)	
Chemicals with PHGs established in response to DDW requests. These are not currently regulated drinking water contaminants.				
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006
1,2,3-Trichloropropane	--	0.000005	0.0000007	2009

Notes:

[a] DDW will maintain a 0.0050 mg/L DLR for bromate to accommodate laboratories that are using EPA Method 300.1. However, laboratories using EPA Methods 317.0 Revision 2.0, 321.8, or 326.0 must meet a 0.0010 mg/L MRL for bromate and should report results with a DLR of 0.0010 mg/L per Federal requirements.

*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG

** Surface water treatment = TT

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APPENDIX B
Health Risk Information for Public Health Goal Exceedance Reports

Health Risk Information for Public Health Goal Exceedance Reports

Prepared by

Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

February 2022

NEW for the 2022 Report: New in this document are an updated Public Health Goal (PHG) for 1,2-dibromo-3-chloropropane (DBCP) and newly established PHGs for the trihalomethanes bromodichloromethane, bromoform, chloroform, and dibromochloromethane.

Background: Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), public water systems with more than 10,000 service connections are required to prepare a report every three years for contaminants that exceed their respective PHGs.[1] This document contains health risk information on drinking water contaminants to assist public water systems in preparing these reports. A PHG is the concentration of a contaminant in drinking water that poses no significant health risk if consumed for a lifetime. PHGs are developed and published by the Office of Environmental Health Hazard Assessment (OEHHA) using current risk assessment principles, practices and methods.[2]

The water system's report is required to identify the health risk category (e.g., carcinogenicity or neurotoxicity) associated with exposure to each contaminant in drinking water that has a PHG and to include a brief, plainly worded description of these risks. The report is also required to disclose the numerical public health risk, if available, associated with the California Maximum Contaminant Level (MCL) and with the PHG for each contaminant. This health risk information document is prepared by OEHHA every three years to assist the water systems in providing the required information in their reports.

[1] Health and Safety Code Section 116470(b)
[2] Health and Safety Code Section 116365

Numerical health risks: Table 1 presents health risk categories and cancer risk values for chemical contaminants in drinking water that have PHGs.

The Act requires that OEHHA publish PHGs based on health risk assessments using the most current scientific methods. As defined in statute, PHGs for non-carcinogenic chemicals in drinking water are set at a concentration "at which no known or anticipated adverse health effects will occur, with an adequate margin of safety." For carcinogens, PHGs are set at a concentration that "does not pose any significant risk to health." PHGs provide one basis for revising MCLs, along with cost and technological feasibility. OEHHA has been publishing PHGs since 1997 and the entire list published to date is shown in Table 1.

Table 2 presents health risk information for contaminants that do not have PHGs but have state or federal regulatory standards. The Act requires that, for chemical contaminants with California MCLs that do not yet have PHGs, water utilities use the federal Maximum Contaminant Level Goal (MCLG) for the purpose of complying with the requirement of public notification. MCLGs, like PHGs, are strictly health based and include a margin of safety. One difference, however, is that the MCLGs for carcinogens are set at zero because the US Environmental Protection Agency (US EPA) assumes there is no absolutely safe level of exposure to such chemicals. PHGs, on the other hand, are set at a level considered to pose no *significant* risk of cancer; this is usually no more than a one-in-one-million excess cancer risk (1×10^{-6}) level for a lifetime of exposure. In Table 2, the cancer risks shown are based on the US EPA's evaluations.

For more information on health risks: The adverse health effects for each chemical with a PHG are summarized in a PHG technical support document. These documents are available on the OEHHA website (https://oehha.ca.gov/water/public-health-goals- phgs).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Alachlor	carcinogenicity (causes cancer)	0.004	NA[5,6]	0.002	NA
Aluminum	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
Antimony	hepatotoxicity (harms the liver)	0.001	NA	0.006	NA
Arsenic	carcinogenicity (causes cancer)	0.000004 (4×10^{-6})	1×10^{-6} (one per million)	0.01	2.5×10^{-3} (2.5 per thousand)
Asbestos	carcinogenicity (causes cancer)	7 MFL[7] (fibers >10 microns in length)	1×10^{-6}	7 MFL (fibers >10 microns in length)	1×10^{-6} (one per million)
Atrazine	carcinogenicity (causes cancer)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)

[1] Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: https://oehha.ca.gov/media/downloads/risk-assessment//gcregtext011912.pdf).
[2] mg/L = milligrams per liter of water or parts per million (ppm)
[3] Cancer Risk = Upper bound estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.
[4] MCL = maximum contaminant level.
[5] NA = not applicable. Cancer risk cannot be calculated.
[6] The PHG for alachlor is based on a threshold model of carcinogenesis and is set at a level that is believed to be without any significant cancer risk to individuals exposed to the chemical over a lifetime.
[7] MFL = million fibers per liter of water.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Barium	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA
Bentazon	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects[8])	0.2	NA	0.018	NA
Benzene	carcinogenicity (causes leukemia)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)
Benzo[a]pyrene	carcinogenicity (causes cancer)	0.000007 (7×10^{-6})	1×10^{-6}	0.0002	3×10^{-5} (three per hundred thousand)
Beryllium	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
Bromate	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.01	1×10^{-4} (one per ten thousand)
Cadmium	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
Carbofuran	reproductive toxicity (harms the testis)	0.0007	NA	0.018	NA

[8] Body weight effects are an indicator of general toxicity in animal studies.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Carbon tetrachloride	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.0005	5×10^{-6} (five per million)
Chlordane	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.0001	3×10^{-6} (three per million)
Chlorite	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
Chromium, hexavalent	carcinogenicity (causes cancer)	0.00002	1×10^{-6}	none	NA
Copper	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL[9])	NA
Cyanide	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
Dalapon	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA
Di(2-ethylhexyl) adipate (DEHA)	developmental toxicity (disrupts development)	0.2	NA	0.4	NA

[9] AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Di(2-ethylhexyl) phthalate (DEHP)	carcinogenicity (causes cancer)	0.012	1×10^{-6}	0.004	3×10^{-7} (three per ten million)
1,2-Dibromo-3-chloropropane (DBCP)	carcinogenicity (causes cancer)	0.000003 ($3x10^{-6}$)	1×10^{-6}	0.0002	7×10^{-5} (seven per hundred thousand)
1,2-Dichloro-benzene (*o*-DCB)	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
1,4-Dichloro-benzene (*p*-DCB)	carcinogenicity (causes cancer)	0.006	1×10^{-6}	0.005	8×10^{-7} (eight per ten million)
1,1-Dichloro-ethane (1,1-DCA)	carcinogenicity (causes cancer)	0.003	1×10^{-6}	0.005	2×10^{-6} (two per million)
1,2-Dichloro-ethane (1,2-DCA)	carcinogenicity (causes cancer)	0.0004	1×10^{-6}	0.0005	1×10^{-6} (one per million)
1,1-Dichloro-ethylene (1,1-DCE)	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
1,2-Dichloro-ethylene, cis	nephrotoxicity (harms the kidney)	0.013	NA	0.006	NA
1,2-Dichloro-ethylene, trans	immunotoxicity (harms the immune system)	0.05	NA	0.01	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Dichloromethane (methylene chloride)	carcinogenicity (causes cancer)	0.004	1×10^{-6}	0.005	1×10^{-6} (one per million)
2,4-Dichloro-phenoxyacetic acid (2,4-D)	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA
1,2-Dichloro-propane (propylene dichloride)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.005	1×10^{-5} (one per hundred thousand)
1,3-Dichloro-propene (Telone II®)	carcinogenicity (causes cancer)	0.0002	1×10^{-6}	0.0005	2×10^{-6} (two per million)
Dinoseb	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
Diquat	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.006	NA	0.02	NA
Endothall	digestive system toxicity (harms the stomach or intestine)	0.094	NA	0.1	NA
Endrin	neurotoxicity (causes convulsions) hepatotoxicity (harms the liver)	0.0003	NA	0.002	NA
Ethylbenzene (phenylethane)	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Ethylene dibromide (1,2-Dibromoethane)	carcinogenicity (causes cancer)	0.00001	1×10^{-6}	0.00005	5×10^{-6} (five per million)
Fluoride	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
Glyphosate	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
Heptachlor	carcinogenicity (causes cancer)	0.000008 (8×10^{-6})	1×10^{-6}	0.00001	1×10^{-6} (one per million)
Heptachlor epoxide	carcinogenicity (causes cancer)	0.000006 (6×10^{-6})	1×10^{-6}	0.00001	2×10^{-6} (two per million)
Hexachloroben-zene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.001	3×10^{-5} (three per hundred thousand)
Hexachloro-cyclopentadiene (HCCPD)	digestive system toxicity (causes stomach lesions)	0.002	NA	0.05	NA
Lead	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (causes high blood pressure) carcinogenicity (causes cancer)	0.0002	$<1\times10^{-6}$ (PHG is not based on this effect)	0.015 (AL[9])	2×10^{-6} (two per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Lindane (γ-BHC)	carcinogenicity (causes cancer)	0.000032	1×10^{-6}	0.0002	6×10^{-6} (six per million)
Mercury (inorganic)	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA
Methoxychlor	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
Methyl tertiary-butyl ether (MTBE)	carcinogenicity (causes cancer)	0.013	1×10^{-6}	0.013	1×10^{-6} (one per million)
Molinate	carcinogenicity (causes cancer)	0.001	1×10^{-6}	0.02	2×10^{-5} (two per hundred thousand)
Monochloro-benzene (chlorobenzene)	nephrotoxicity (harms the kidney)	0.07	NA	0.07	NA
Nickel	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA
Nitrate	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	10 as nitrogen (=45 as nitrate)	NA
Nitrite	hematotoxicity (causes methemoglobinemia)	3 as nitrite	NA	1 as nitrogen (=3 as nitrite)	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Nitrate and Nitrite	hematotoxicity (causes methemoglobinemia)	10 as nitrogen[10]	NA	10 as nitrogen	NA
N-nitroso-dimethyl-amine (NDMA)	carcinogenicity (causes cancer)	0.000003 (3×10^{-6})	1×10^{-6}	none	NA
Oxamyl	general toxicity (causes body weight effects)	0.026	NA	0.05	NA
Pentachloro-phenol (PCP)	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.001	3×10^{-6} (three per million)
Perchlorate	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelop-mental deficits)	0.001	NA	0.006	NA
Picloram	hepatotoxicity (harms the liver)	0.166	NA	0.5	NA
Polychlorinated biphenyls (PCBs)	carcinogenicity (causes cancer)	0.00009	1×10^{-6}	0.0005	6×10^{-6} (six per million)
Radium-226	carcinogenicity (causes cancer)	0.05 pCi/L	1×10^{-6}	5 pCi/L (combined $Ra^{226+228}$)	1×10^{-4} (one per ten thousand)

[10] The joint nitrate/nitrite PHG of 10 mg/L (10 ppm, expressed as nitrogen) does not replace the individual values, and the maximum contribution from nitrite should not exceed 1 mg/L nitrite-nitrogen.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Radium-228	carcinogenicity (causes cancer)	0.019 pCi/L	1×10^{-6}	5 pCi/L (combined $Ra^{226+228}$)	3×10^{-4} (three per ten thousand)
Selenium	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA
Silvex (2,4,5-TP)	hepatotoxicity (harms the liver)	0.003	NA	0.05	NA
Simazine	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
Strontium-90	carcinogenicity (causes cancer)	0.35 pCi/L	1×10^{-6}	8 pCi/L	2×10^{-5} (two per hundred thousand)
Styrene (vinylbenzene)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.1	2×10^{-4} (two per ten thousand)
1,1,2,2-Tetrachloro-ethane	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.001	1×10^{-5} (one per hundred thousand)
2,3,7,8-Tetra-chlorodibenzo-*p*-dioxin (TCDD, or dioxin)	carcinogenicity (causes cancer)	5×10^{-11}	1×10^{-6}	3×10^{-8}	6×10^{-4} (six per ten thousand)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Tetrachloro-ethylene (perchloro-ethylene, or PCE)	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.005	8×10^{-5} (eight per hundred thousand)
Thallium	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA
Thiobencarb	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.042	NA	0.07	NA
Toluene (methylbenzene)	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
Toxaphene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.003	1×10^{-4} (one per ten thousand)
1,2,4-Trichloro-benzene	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA
1,1,1-Trichloro-ethane	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
1,1,2-Trichloro-ethane	carcinogenicity (causes cancer)	0.0003	$1x10^{-6}$	0.005	2×10^{-5} (two per hundred thousand)
Trichloro-ethylene (TCE)	carcinogenicity (causes cancer)	0.0017	1×10^{-6}	0.005	3×10^{-6} (three per million)
Trichlorofluoro-methane (Freon 11)	accelerated mortality (increase in early death)	1.3	NA	0.15	NA
1,2,3-Trichloro-propane (1,2,3-TCP)	carcinogenicity (causes cancer)	0.0000007 (7×10^{-7})	$1x10^{-6}$	0.000005 (5×10^{-6})	7×10^{-6} (seven per million)
1,1,2-Trichloro-1,2,2-trifluoro-ethane (Freon 113)	hepatotoxicity (harms the liver)	4	NA	1.2	NA
Trihalomethanes: Bromodichloro-methane	carcinogenicity (causes cancer)	0.00006	$1x10^{-6}$	0.080*	1.3×10^{-3} (1.3 per thousand)[11]
Trihalomethanes: Bromoform	carcinogenicity (causes cancer)	0.0005	$1x10^{-6}$	0.080*	2×10^{-4} (two per ten thousand)[12]

* For total trihalomethanes (the sum of bromodichloromethane, bromoform, chloroform, and dibromochloromethane). There are no MCLs for individual trihalomethanes.

[11] Based on 0.080 mg/L bromodichloromethane; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

[12] Based on 0.080 mg/L bromoform; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Trihalomethanes: Chloroform	carcinogenicity (causes cancer)	0.0004	$1x10^{-6}$	0.080*	2×10^{-4} (two per ten thousand)[13]
Trihalomethanes: Dibromochloro-methane	carcinogenicity (causes cancer)	0.0001	$1x10^{-6}$	0.080*	8×10^{-4} (eight per ten thousand)[14]
Tritium	carcinogenicity (causes cancer)	400 pCi/L	$1x10^{-6}$	20,000 pCi/L	5×10^{-5} (five per hundred thousand)
Uranium	carcinogenicity (causes cancer)	0.43 pCi/L	1×10^{-6}	20 pCi/L	5×10^{-5} (five per hundred thousand)
Vinyl chloride	carcinogenicity (causes cancer)	0.00005	1×10^{-6}	0.0005	1×10^{-5} (one per hundred thousand)
Xylene	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

* For total trihalomethanes (the sum of bromodichloromethane, bromoform, chloroform, and dibromochloromethane). There are no MCLs for individual trihalomethanes.
[13] Based on 0.080 mg/L chloroform; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.
[14] Based on 0.080 mg/L dibromochloromethane; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] at the MCLG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Disinfection byproducts (DBPs)					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4[5,6]	NA[7]	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4[5,6]	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8[5,6]	NA	none	NA
Disinfection byproducts: haloacetic acids (HAA5)					
Monochloroacetic acid (MCA)	general toxicity (causes body and organ weight changes[8])	0.07	NA	none	NA

[1] Health risk category based on the US EPA MCLG document or California MCL document unless otherwise specified.
[2] MCLG = maximum contaminant level goal established by US EPA.
[3] Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.
[4] California MCL = maximum contaminant level established by California.
[5] Maximum Residual Disinfectant Level Goal, or MRDLG.
[6] The federal Maximum Residual Disinfectant Level (MRDL), or highest level of disinfectant allowed in drinking water, is the same value for this chemical.
[7] NA = not available.
[8] Body weight effects are an indicator of general toxicity in animal studies.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] at the MCLG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Dichloroacetic acid (DCA)	Carcinogenicity (causes cancer)	0	0	none	NA
Trichloroacetic acid (TCA)	hepatotoxicity (harms the liver)	0.02	NA	none	NA
Monobromoacetic acid (MBA)	NA	none	NA	none	NA
Dibromoacetic acid (DBA)	NA	none	NA	none	NA
Total haloacetic acids (sum of MCA, DCA, TCA, MBA, and DBA)	general toxicity, hepatotoxicity and carcinogenicity (causes body and organ weight changes, harms the liver and causes cancer)	none	NA	0.06	NA
Radionuclides					
Gross alpha particles[9]	carcinogenicity (causes cancer)	0 (^{210}Po included)	0	15 pCi/L[10] (includes radium but not radon and uranium)	up to $1x10^{-3}$ (for ^{210}Po, the most potent alpha emitter)

[9] MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHHA memoranda discussing the cancer risks at these MCLs at http://www.oehha.ca.gov/water/reports/grossab.html.

[10] pCi/L = picocuries per liter of water.

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] at the MCLG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Beta particles and photon emitters[9]	carcinogenicity (causes cancer)	0 (^{210}Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to $2x10^{-3}$ (for ^{210}Pb, the most potent beta-emitter)

APPENDIX C
Cost Estimates for Treatment for Treatment Technologies
Source – Association of California Water Agencies – Suggested Guidelines for Preparation of Required Reports dated April 2022

ATTACHMENT NO. 3
Table 3
Reference: Updated 2012 ACWA Cost of Treatment Table

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2021* ($/1,000 gallons treated)
1	Granular Activated Carbon	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	0.69 - 1.31
2	Granular Activated Carbon	Reference: Carollo Engineers, estimate for VOC treatment (PCE), 95% removal of PCE, Oct. 1994,1900 gpm design capacity	0.32
3	Granular Activated Carbon	Reference: Carollo Engineers, est. for a large No. Calif. surf. water treatment plant (90 mgd capacity) treating water from the State Water Project, to reduce THM precursors, ENR construction cost index = 6262 (San Francisco area) - 1992	1.51
4	Granular Activated Carbon	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility for VOC and SOC removal by GAC, 1990	0.59 - 0.86
5	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for "rented" GAC to remove VOCs (1,1-DCE), 1.5 mgd capacity facility, 1998	2.71
6	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for permanent GAC to remove VOCs (TCE), 2.16 mgd plant capacity, 1998	1.75
7	Reverse Osmosis	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	2.036 – 3.89
8	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	4.80
9	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.96
10	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	3.20

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2021* ($/1,000 gallons treated)
11	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.48
12	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 40% of design capacity, Oct. 1991	8.04
13	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 100% of design capacity, Oct. 1991	4.75
14	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 40% of design capacity, Oct. 1991	3.55
15	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 100% of design capacity, Oct. 1991	2.20
16	Reverse Osmosis	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility with RO to remove nitrate, 1990	2.22 - 3.89
17	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 1.4 mgd facility operating at 40% of design capacity, Oct. 1991	1.27
18	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 14.0 mgd facility operating at 40% of design capacity, Oct. 1991	0.68
19	Packed Tower Aeration	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by packed tower aeration, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.34
20	Packed Tower Aeration	Reference: Carollo Engineers, for PCE treatment by Ecolo-Flo Enviro-Tower air stripping, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.35
21	Packed Tower Aeration	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - packed tower aeration for VOC and radon removal, 1990	0.55 - 0.90

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2021* ($/1,000 gallons treated)
22	Advanced Oxidation Processes	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by UV Light, Ozone, Hydrogen Peroxide, O&M costs based on operation during 329 days/year at 10% downtime, 24 hr/day AOP operation, 1900 gpm capacity, Oct. 1994	0.67
23	Ozonation	Reference: Malcolm Pirnie estimate for CUWA, large surface water treatment plants using ozone to treat water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, *Cryptosporidium* inactivation requirements,1998	0.15 - 0.32
24	Ion Exchange	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - ion exchange to remove nitrate, 1990	0.73 - 0.97

* Costs were adjusted from date of original estimates to present, where appropriate, using the Engineering News Record (ENR) annual average Construction Cost Index of 12,133 for 2021.

2022 PUBLIC HEALTH GOALS REPORT

Stockton City Council
September 27, 2022
Agenda Item No. 16.1



CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Report Summary

- Public Health Goals report is required by the State every 3 years (2019-21)
- Reports on Water Quality pertaining to:
  - State Public Health Goals
  - Federal Maximum Contaminant Level Goals



CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Report Background

- Public Health Goals are non-enforceable goals for constituents and are established by Cal-EPA's Office of Environmental Health Hazard Assessment
- Compares actual water quality constituents to State Public Health Goals
- Discusses available treatment technologies and estimated costs to reduce water constituents to meet Public Health Goals

CITY OF STOCKTON
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MUNICIPAL UTILITIES DEPARTMENT

Report Findings

- Water quality constituents that exceeded a Public Health Goal or Maximum Contaminant Level Goal
  - Arsenic
  - Bromate
  - Radionuclides
    - Gross Alpha; Radium-228; Uranium
  - Total Coliform Bacteria
- Similar findings as past reports
- City's drinking water met all drinking water standards set by State and Federal agencies to protect public health

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MUNICIPAL UTILITIES DEPARTMENT

Public Notice

- Report is to be considered for acceptance by City Council at a Public Hearing on September 27, 2022
- Public Hearing was noticed in the Stockton Record on September 12, 2022
- Report was posted on the City's website (stocktonca.gov)



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MUNICIPAL UTILITIES DEPARTMENT

Summary

- Our drinking water meets all State and U.S. Environmental Protection Agency (USEPA) drinking water standards set to protect public health
- Health protection benefits of treatment to Public Health Goals may be cost prohibitive
- The Public Health Goals Report meets the State's requirements and no further evaluation is proposed at this time

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MUNICIPAL UTILITIES DEPARTMENT

Recommendation

- It is recommended that the City Council adopt the resolution to accept the 2022 Public Health Goals Report



CITY OF STOCKTON
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MUNICIPAL UTILITIES DEPARTMENT

File #: 22-0547, **Version:** 1

APPEAL OF THE PLANNING COMMISSION DENIAL OF A COMMISSION USE PERMIT AND DESIGN REVIEW TO ESTABLISH A RETAIL STOREFRONT CANNABIS BUSINESS AND AN ADMINISTRATIVE USE PERMIT TO ESTABLISH A RETAIL NON-STOREFRONT (DELIVERY ONLY) CANNABIS BUSINESS, IN AN EXISTING 4,375 SQUARE FOOT COMMERCIAL BUILDING AT 2521 WEST LANE (APPLICATION NO. P21-0602)

RECOMMENDATION

It is recommended that City Council adopt a resolution to:

1. Reverse the Planning Commission's denial of a Commission Use Permit to allow the establishment of a proposed retailer storefront cannabis business, in accordance with the findings and subject to conditions in the proposed Resolution; and

2. Reverse the Planning Commission's denial of an Administrative Use Permit to allow a retail non-storefront (delivery only) cannabis business, in accordance with the findings and subject to conditions in the proposed Resolution; and

3. Reverse the Planning Commission's denial of Design Review for architectural modifications to an existing building, in accordance with the findings and subject to conditions in the proposed Resolution.

Summary

The applicant, Caroline Johnson, submitted a Commission Use Permit (CUP), Administrative Use Permit (AUP), and Design Review application to establish a 4,375-square foot cannabis retail storefront business and a retail non-storefront (delivery only) cannabis business in a Commercial, General (CG) zoned parcel, located at 2521 West Lane. The proposed business would occupy a vacant building that previously housed an automotive repair shop (Attachment A - Location Map).

The applicant participated in and won the 2021 Commercial Cannabis Lottery program and was awarded the opportunity to apply for the one (1) annual general pool Cannabis Retail Storefront CUP. If approved and prior to the issuance of the Cannabis Operators Permit, the applicant will need to submit a security plan for the proposed cannabis business for review and approval by the Police Department, as required by Stockton Municipal Code (SMC) 5.100.050 (Application for Cannabis Operators Permit). The Stockton Police Department has reviewed the application and indicates no opposition to this proposed project.

On April 14, 2022, the Planning Commission held a public hearing to consider the project application. There were no members of the public in attendance to speak on the project, however one (1) electronic communication from Aspire Public Schools was submitted to the Planning Commission the

night of the meeting requesting a continuance (Attachment B). The Planning Commission opted to open the public hearing and receive staff and applicant presentations and then discussed the project. Staff indicated that the project satisfied all location requirements, including the minimum 600' distance from any school, with no waivers required, and the project satisfied all findings for approval. For clarity, the Project property is located slightly more than 1,200 feet away from the Aspire Public Schools property. After discussion, the Planning Commission unanimously agreed to continue the hearing item to the next scheduled Planning Commission meeting, to allow opportunity for Aspire School to participate in the public hearing process. The Planning Commission advised the applicant to reach out to the school contact identified on the communication prior to the next meeting.

On April 28, 2022, the Planning Commission continued discussion during the public hearing on the project. The applicant relayed to the Commission that they made multiple attempts to reach out to Aspire Public Schools, however, were unsuccessful in scheduling a meeting with them until the day following the Planning Commission meeting. There was no Aspire Public Schools representative in attendance at the meeting, however, an electronic communication was submitted by the school expressing concerns with the Project (Attachment B). The Commission attempted a vote for approval of the project that failed due to a 3-3 vote result (Commissioner Rizvi absent). Subsequently, the Commission attempted a vote to continue the item to the next meeting when the full commission could be available to vote, however, that vote failed due to a 3-3 vote result. Due to a lack of a majority vote, the project was summarily denied.

On May 10, 2022, the applicant filed an appeal to the City Council requesting reconsideration of the Planning Commission's denial, on the basis that the school did not make themselves available and the Commissioner tie vote.

As reflected in staff's analysis below, the Project will comply with all applicable provisions of the Stockton Municipal Code, and exceeds the minimum location requirements oulined in SMC Section 16.80.195 which requires separation from sensitive uses (i.e. residential zones, parks, schools, etc.). The Project would strengthen the integrity of the surrounding area by locating its operation within a vacant portion of an existing building, provide new employment opportunities and generate additional tax revenue for the City General Fund. Therefore, staff recommends the City Council reverse the Planning Commission's April 28, 2022, denial of the proposed Commission Use Permit and Design Review and approve the Project, subject to the findings and conditions of approval.

DISCUSSION

Background

On March 5, 2019, City Council approved changes to the City's cannabis regulatory program to: (a) align state/local regulation; (b) allow additional business types; (c) establish a method to control the pace of new business openings; and (d) establish a method to address historic racial inequities.

New business types were introduced, including manufacturing, distribution, testing laboratories, delivery-only non-storefront retailers, and microbusinesses. The program also included additional cultivators and storefront retailers (dispensaries) as well as an equity program to address historic inequities. The changes were to align local regulation with the Medical Cannabis Regulation and Safety Act and the Adult-Use of Marijuana Act of 2016 (Proposition 64). In addition to achieving regulatory consistency, the program was changed to eliminate the limit (i.e. caps) on the total number

of Operator Permits regulated by the Stockton Police Department under Stockton Municipal Code (SMC) Chapter 5.100.

For certain permit types (storefront retailer, cultivation, volatile-manufacturing, and microbusinesses) where there is concern about the potential impact on public safety, public health, or community character, a controlled expansion was established. A controlled expansion program allows the City and the existing industry to adapt to an evolving industry and gives the City ongoing flexibility to accelerate or decelerate industry expansion over time. The controlled expansion also has the benefit of allowing the City to give preference to equity applicants.

The controlled expansion is accomplished on an annual basis through a lottery process for the following business types:

a. storefront retailer
b. cultivation
c. volatile-manufacturing
d. microbusinesses, which include storefront retail and/or cultivation business types

Applicants for the above business types are evenly selected by the lottery process from two (2) pools for a total of eight (8) applications per year, as described below:

Equity Pool
a. One (1) storefront retailer permit
b. One (1) cultivation permit
c. One (1) volatile-manufacturing permit
d. One (1) microbusiness permit

General Pool
a. One (1) storefront retailer permit
b. One (1) cultivation permit
c. One (1) volatile-manufacturing permit
d. One (1) microbusiness permit

The lottery includes an equity component (i.e. Equity Pool) to enable Stockton residents from disadvantaged neighborhoods to obtain cannabis business permits. Applicants for the above business types are evenly selected from 1) a general pool of applicants, and 2) an equity pool of applicants. Equity pool applicants must meet certain criteria and are also eligible to be a part of the general pool. To qualify as an equity applicant, an applicant must own more than 50 percent of the business, be a resident of Stockton, and meet one of the following: be an Minority Business Enterprise (MBE)/Women Owned Business Enterprise (WBE), live in an opportunity zone, live in the Senate Bill 535 disadvantaged area, or live in a Housing and Urban Department (HUD) designated area.

The applicant of the proposed project was awarded the opportunity to apply for a cannabis retail storefront in the 2021 Commercial Cannabis Lottery. The Non-storefront Retail (delivery only) use applicability is not granted through the Commercial Cannabis Lottery program. Per SMC Section 5.100.080, there is a Citywide cap of fourteen (14) active operators permits for Retail Operators - Storefront commercial cannabis business types. As of the writing of this staff report, there are a total

of seven (7) approved Retail Operators, although only five (5) are open for business.

On March 1, 2022, the Council approved changes to the Cannabis Regulatory Program via an Ordinance amendment. It is important to note that those new regulations do not apply to this application as its deemed complete date predates the Ordinance's effective date of March 31, 2022.

Project Description

The applicant requests approval to operate an approximate 4,375 square foot cannabis retail storefront business and delivery service at 2521 West Lane within a Commercial, General (CG) Zone. The proposed business includes 1,147 square feet of retail storefront with the remaining 3,228 square feet for all other delivery operations, back of house, and storage.

The proposed project is located in the East Stockton neighborhood, across from the Stockton El Pinal Industrial Park subdivision. The neighborhood is mainly composed of Industrial Limited and Industrial General zones. The surrounding uses include an automobile collision facility to the north; a tile and stone delivery facility to the east; a recycling facility to the south; and railroad tracks directly to the west.

Per SMC Section 16.20.020(A)(3) (Allowable land uses and permit requirements - Multiple Uses on a Single Site), sites where a proposed project includes multiple land uses, and more than one type of land use permit is required, the most restrictive land use permit shall apply for all land uses. The applicant has applied for a Commission Use Permit to establish a cannabis retail storefront and an Administrative Use Permit for cannabis non-storefront retail delivery, all within the same building; per SMC 16.20.020, the Commission Use Permit will be applied for both land uses. A Design Review application was also submitted for exterior changes to the existing building.

The proposed hours of operation for the retail storefront portion of the business are daily from 8:00 a.m. to 8:00 p.m. and 8:00 a.m. and 7:00 p.m. Monday through Friday for the non-storefront retail delivery service are. The applicant plans to employ approximately 50 full-time employees, plus on-site security 24-hours a day.

The Stockton Police Department has reviewed the application and indicates no opposition to this proposed project. If approved, a formal security plan and lighting plan will be submitted and reviewed by the Police Department as part of an Operators Permit application.

ANALYSIS

The applicant is requesting that the City Council consider reversing the Planning Commission's denial, thereby approving the Commission Use Permit. The City Council may uphold the Commission's actions and deny the project, or reverse the Commission's action with four (4) concurring votes (a majority vote), in accordance with SMC Section 16.100.040(G)(1). Staff recommends that Council consider reversing the Plannign Commission's denial and uphold staff's recommendation for approval of the Commission Use Permit and Design Review.

To permit the proposed uses, the City Council is asked to consider approval of a Commission Use Permit, Administrative Use Permit and Design Review request. Each request and staff's analysis are provided below.

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Commission Use Permit/Administrative Use Permit

When located in an CG Zone, a Commission Use Permit is required for a Cannabis Retailer Storefront and an Administrative Use Permit is required for a non-storefront cannabis retail (delivery only). The operations of each use would be combined within a single business and within the same building area. As a result, and since the findings required to address each permit type are the same, the following analysis addresses both land uses.

Security and Lighting

Per SMC 5.100.050, if the proposed cannabis business is approved, a formal security plan and lighting plan will be submitted and reviewed by the Police Department as part of an Operators Permit application. The security and lighting plan will be reviewed annually by the Police Department to help ensure safe operations. All cannabis operations for the proposed cannabis business will occur indoors. Appropriate security provisions will be incorporated into the formal security plan and lighting plan, including on-site security. Furthermore, to maximize security and safe practices for cannabis businesses, the Department of Cannabis Control oversees all cannabis retailers in California and regulates cannabis retailers to ensure safe practices. For the above reasons, the establishment, maintenance, or operation of the proposed land use activity would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

Parking

Per Table 3-9 of SMC 16.64.040, cannabis retailers, both storefront and non-storefront, are required to provide one (1) parking space for every 250 square feet of floor area for the retail portion of the business and a ratio of one (1) space for every 2,000 square feet of storage, employee break rooms, equipment rooms, offices, and circulation corridors. Based on this ratio, the proposed business is required to provide eight (8) parking spaces, based on a ratio of one (1) space for every 250 square feet of floor area for the retail portion of the business and a ratio of one (1) space for every 2,000 square feet of storage, employee break rooms, equipment rooms, offices, and circulation corridors. The business will provide 27 on-site parking spaces -14 for customers and 13 for staff, which exceeds the Code requirement of 8 spaces.

Land Use	**Tenant**	**Sq. Ft.**	**Parking (Spaces)**
Commercial, General	Cannabis Retailer	4,375	27
Total Parking Required by Code			**8**
Vehicle Parking Surplus			**19**
Adequate Vehicle Parking Provided?			**Yes**

Commission Use Permit/Administrative Use Permit Findings

SMC section 16.168.050(A) requires seven (7) findings of fact to grant approval. Each finding and staff's analysis are as follows:

1. Finding: The proposed use is allowed within the subject zoning district with the approval of a use permit and complies with all other applicable provisions of this Development Code and the Municipal Code;

   Staff Analysis: The proposed cannabis business types (i.e., uses) are both allowed in the CG Zone. The subject uses would be located within an existing commercial building and, therefore, do not raise questions of conformance with Title 16 development standards. Per SMC Section 16.20.020(A)(3) (Allowable land uses and permit requirements - Multiple Uses on a Single Site) sites where a proposed project includes multiple land uses, and more than one type of land use permit is required, the most restrictive land use permit shall apply for all land uses. Therefore, the applicant is requesting approval for a Commission Use Permit to establish a Cannabis Retail Storefront and retail non-storefront delivery use in accordance with the SMC. As conditioned, the cannabis uses will be in conformance with the development standards outlined in Title 16 of the Municipal Code.

   As noted above, adequate off-street parking spaces are provided for both proposed uses.

   The proposed project is also subject to and meets the location requirements set forth in SMC 16.80.195(A)(6) and 16.80.195(B)(4). The project is not located within 300-feet of any existing residential zone. The project is not located within 600-feet of any park, school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center, childcare center, child care, in-home (family day care home), religious facilities, or drug abuse or alcohol recovery/treatment facility.

2. Finding: The proposed use would maintain or strengthen the integrity and character of the neighborhood and zoning district in which it is to be located;

   Staff Analysis: The proposed cannabis retailer and delivery service would be situated in a vacant portion of a building that formerly housed an automotive repair facility, situated near several other commercial and industrial uses; away from sensitive land uses. It would fill an existing unoccupied site which would help strengthen the integrity and security of the surrounding area by providing added security due to the nature of the land use. The proposed uses would also align with the intent of the general plan to attract employment and tax-generating businesses that support the economic diversity of the city.

3. Finding: The proposed use would be consistent with the general land uses, objectives, policies, and programs of the General Plan and any applicable specific plan or master development plan;

   Staff Analysis: The General Plan Land Use Map designates the subject site as Commercial. The Commercial designation is intended to accommodate a wide variety of commercial uses, including, but not limited to, retail, personal and business services, commercial recreational uses, and a mix of office, commercial and/or residential uses. The proposed use is a cannabis retail storefront and delivery business where cannabis products will be sold on-site and delivered off-site to consumers. All of which are consistent with the uses described in the General Plan for the Commercial land use designation. The zoning district (CG) is also consistent with the City's General Plan Commercial land use designation for the project site.

Therefore, the proposed use is consistent with the commercial designation.

Additionally, the project is consistent with the following General Plan goals and policies:

- Goal LU-6: To provide for orderly, well-planned, and balanced development.
- Goal LU-4: Attract and retain companies that offer high-quality jobs with wages that are competitive with the region and state.
- Goal CH-3: Expand opportunities for local enterprise, entrepreneurship, and gainful employment.
- Policy LU-4.2: Attract employment and tax-generating businesses that support the economic diversity of the city.

The proposed use furthers the above goals and policy since it would provide for a business type that generates tax revenue for the City of Stockton's general fund and also expands opportunities for employment and entrepreneurship.

4. Finding: The subject site would be physically suitable for the type and density/intensity of use being proposed including the provision of services (e.g., sanitation and water), public access, and the absence of physical constraints (e.g., earth movement, flooding, etc.);

   Staff Analysis: The proposed project would occupy an existing vacant commercial building within a commercial area. The project has been analyzed by all departments and it has been determined all streets and public access ways are adequate to serve the proposed project. Further, The proposed project was reviewed for compliance with all applicable and current Building Code guidelines and found to be in complance given the nature of the proposed project. No exapansion of the building is proposed. The site will have access to City utility services.

5. Finding: The establishment, maintenance, or operation of the proposed use at the location proposed and for the time period(s) identified, if applicable, would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, peace, or general welfare of persons residing or working in the neighborhood of the proposed use;

   Staff Analysis: The proposed land-use will require the applicant to adhere to all applicable building code, fire code, and requirements established by the State of California, Bureau of Cannabis Control (BCC). The BCC issues annual licenses and monitors Retailer Storefronts and Non-Storefront Retail (delivery only) to ensure safety of business practices. The applicant will also be required to obtain and maintain a City of Stockton, Operator's Permit that requires the business owner to develop and maintain a security and lighting plan that is reviewed annually by the City of Stockton, Police Department.

   The operations are being carried out indoors, in a commercial zone; appropriate security provisions will be incorporated into the project operations plan, including on-site security personnel.

For the above reasons, the establishment, maintenance, or operation of the proposed land use activity would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

6. Finding: The design, location, size, and operating characteristics of the proposed use would be compatible with the existing and future land uses on-site and in the vicinity of the subject property; and

   Staff Analysis: The proposed Retailer Storefront and Non-Storefront Retail (delivery only) is located in an existing and vacant commercial building in a commercial zone near automobile repair facilities and a recycling facility. The proposed use raises no potential issues related to compatiblity with the existing and future land uses on-site and in the vacinity of the subject property.

7. Finding: The proposed action would be in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

   Staff Analysis: The proposed uses would occur within an existing commercial building. Thefore, the project is categorically exempt from the CEQA, pursuant to CEQA Guidelines section 15301 (Existing Facilities). A categorial Exemption under section 15301, Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

As a point of reference, Staff attached a location map of currently approved commercial cannabis businesses to this report (Attachment C - Existing Commercial Cannabis Businesses). However, the distance between cannabis businesses is not regulated by the SMC that applies to this application. Therefore, the proposed Retailer Storefront and Non-storefront Retail (delivery only) businesses are permitted to be in the same location.

Design Review

SMC Section 16.120.020(A)(2) requires prior Design Review approval for additions and exterior remodeling of existing commercial development throughout the City that is visible from a public right-of-way or an internal circulation route. The merits of Design Review requests are weighed against their ability to conform to the Citywide Design Guidelines. For this Project, Section 4.01 (General Commercial Design Guidelines) provides the relevant reference point for the City's expectations for quality development.

The Stockton Citywide Design Guidelines establish criteria for general site planning and architectural guidelines to encourage the highest level of design quality and creativity. The proposed architecture consists of painting the exterior of the building and infilling the existing roll-up doors with glazing to match other exterior windows. Site improvements, including new chain link and wrought iron fencing, sliding entry gate, and landscaping, are consistent with the Development Code and compatible with other commercial uses in the area. (Attachment D - Project Plans)

On March 15, 2022, the Director reviewed the Project for conformance with the Citywide Design Guidelines and recommended approval, as proposed. The Director's recommendation and approval findings for City Council consideration are presented in the Proposed Resolution.

Environmental Clearance

The proposed project is categorically exempt from CEQA, pursuant to CEQA Guidelines section 15301(a) (Existing Facilities) since the project will occupy an existing facility and no expansion of building or site is proposed.

Planning Commission

On April 14, 2022, the Stockton Planning Commission conducted a duly noticed hearing and considered the staff report and presentation, as well as a presentation from the applicant. There were no members of the public in attendance at the public hearing. Anthony Solina, Area Superintendent of Aspire Public Schools, submitted an electronic communication in the late afternoon to the Planning Commissioners requesting a continuance of the item so they could gather more details and understand the impact of having the business near the school. There were no additional public comments or emails submitted.

The Planning Commission discussed the item, indicating mostly support for the project, however voted 5-1 (Garcia absent) to continue the item to the next Planning Commission meeting on April 28, 2022, so the applicant could discuss their project with Aspire Public Schools representatives.

On April 28, 2022, the Stockton Planning Commission continued public hearing discussion and considered the staff report and brief presentation recapping the previous meeting. The applicant was asked if they had an opportunity to meet with Aspire Schools prior to the meeting. The applicant expressed that they made multiple attempts to contact the school to arrange meeting but were unable to schedule a meeting until the day following the Planning Commission Meeting. There were no members of the public present at the Planning Commission hearing. Anthony Solina, Area Superintendent of Aspire Public Schools, submitted an electronic communication to the Planning Commission stating the school's position on the project, and their intent to appeal an approval decision of the Planning Commission. The Planning Commission voted to approve the project that failed due to a 3-3 vote result (Rizvi absent). Subsequently, the Planning Commission voted to continue the item to the next meeting when all Planning Commissioners could be present, that also failed due to a 3-3 vote result. Since a majority vote was unable to be reached, the Project was summarily denied as a result.

Applicant Appeal

On May 10, 2022, the applicant filed an appeal of the Planning Commission's denial of the project, citing their conformity with the process, attempts to contact Aspire Schools, support for the project from the Planning Commissioners mentioned at the April 14, 2022, public hearing and tie vote (Attachment E - Applicant Appeal).

PUBLIC COMMENT

Notice for this item was published in The Record on September 16, 2022, and a notice was sent to all

property owners within a 300-foot radius of 2521 West Lane (APN 117-090-32). No written comments have been submitted from the time of the appeal to the preparing of this staff report.

FINANCIAL SUMMARY

Approval of the project would provide the City's General Fund with additional revenue collected through the Cannabis Business Tax which is currently 5% of revenue earned by the business.

Attachment A - Location Map, General Plan and Zoning Designation
Attachment B - Communication from Aspire Public Schools
Attachment C - Existing Commercial Cannabis Businesses
Attachment D - Project Plans
Attachment E - Applicant Appeal

Location Map, General Plan and Zoning Designation



Property Information

Property ID	11709032-58445
Location	2521 WEST LN
Owner	RODDEN, MARK D & KATHRYN A

CITY OF STOCKTON

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 03/02/2022
Data updated 02/04/2022

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

March 15, 2022

Location Map, General Plan and Zoning Designation



Property Information

Property ID	11709032-58445
Location	2521 WEST LN
Owner	RODDEN, MARK D & KATHRYN A

CITY OF STOCKTON

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Geometry updated 03/02/2022
Data updated 02/04/2022

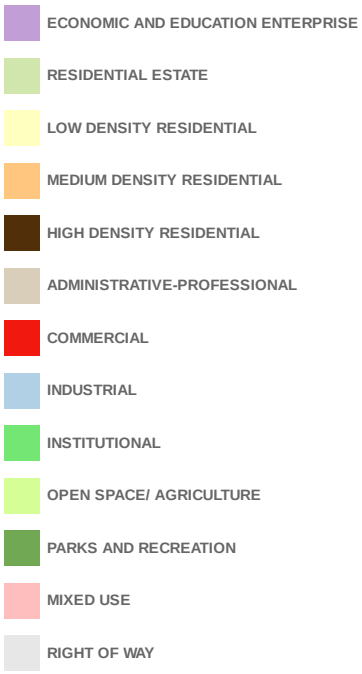
Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

March 15, 2022

Attachment A

Map Theme Legends

General Plan Map



City of Stockton GIS data

Location Map, General Plan and Zoning Designation



Property Information

Property ID	11709032-58445
Location	2521 WEST LN
Owner	RODDEN, MARK D & KATHRYN A

CITY OF STOCKTON

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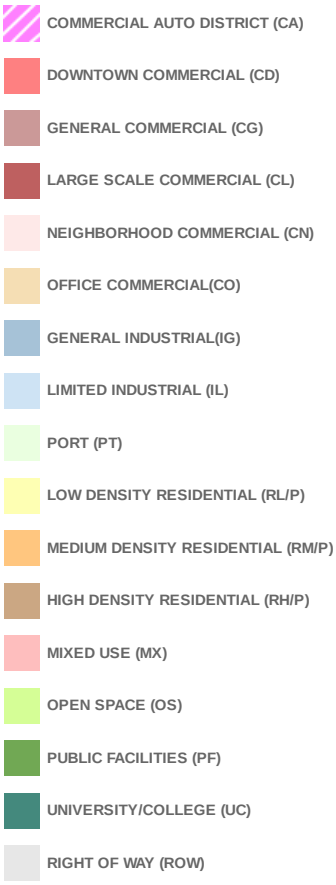
Geometry updated 03/02/2022
Data updated 02/04/2022

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

March 15, 2022

Map Theme Legends

Zoning



City of Stockton, CA Zoning Data

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Hello Deputy City Attorney Jones, Director Ocasio, Director Sanguinetti, Commissioners,

RE: Public Hearing Item 5.1

22-0283 COMMISSION USE PERMIT AND DESIGN REVIEW TO ESTABLISH A RETAIL STOREFRONT CANNABIS BUSINESS AND AN ADMINISTRATIVE USE PERMIT TO ESTABLISH A RETAIL NON-STOREFRONT (DELIVERY ONLY) CANNABIS BUSINESS, IN AN EXISTING 4,375 SQUARE FOOT COMMERCIAL BUILDING AT 2521 WEST LANE

I am Anthony Solina, Area Superintendent for Aspire Public Schools. We operate two schools at 2050 West Lane. Langston Hughes Academy and Port City Academy serve roughly 1200 students ages 4 to 18 years old. We were made aware of the proposed cannabis business just blocks from our campuses. This raises concerns for us and in engaging with our leadership team respectfully request a continuance on item 5.1 so that we can gather more details and understand the impact of having such a business so close to our schools.

Thank you very much for your consideration,

Anthony Solina | **Aspire Public Schools**
Central Valley Area Superintendent
address: 3211 East Morada Lane, Stockton, CA 95212
office: 209.647.3047 cell: 209.471.3727
fax: 209.472.7212
email: anthony.solina@aspirepublicschools.org



Sign up for our e-newsletter
Click here to provide feedback on your experience

FW: City of STOCKTON planning Commision Item 5.1

Michael McDowell <Michael.McDowell@stocktonca.gov>

Tue 5/3/2022 8:12 AM

To: Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

From: Anthony Solina <anthonysolina@comcast.net>
Sent: Thursday, April 28, 2022 5:35 PM
To: Taryn Jones <Taryn.Jones@stocktonca.gov>; Brandovillapudua@yahoo.com; Brenda Jones <Brenda.Jones@stocktonca.gov>; Waqar Rizvi <Waqar.Rizvi@stocktonca.gov>; Gerardo Garcia <Gerardo.Garcia@stocktonca.gov>; Michael McDowell <Michael.McDowell@stocktonca.gov>; Jobi Aceves <Jobi.Aceves@stocktonca.gov>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; Azelia Fuentes <Azelia.Fuentes@stocktonca.gov>
Subject: Fwd: City of STOCKTON planning Commision Item 5.1

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Dear Chairman Sanguenetti, Vice Chair Garcia, and Commissioners,

At the last scheduled planning commission meeting that took place 2 weeks ago. I sent the City of Stockton planning commission a letter with some concerns our community had in regards to placing a cannabis related business blocks away from our school site.

We were notified late the day of the commision meeting to formulate a comprehensive plan of action to move forward with assessing the true impacts that this site would have on our 1,000 plus students and families. Not to mention the message this sends to our 6,600 families throughout the city of Stockton. For that reason, we humbly asked that the commission would grant sufficient time to address the initial shock my staff and I shared when hearing about the proposal.

I subsequently reviewed the commission meeting that was held, and was dismayed and quite frankly disappointed by the apparent dismissal of our concerns by some members of the commission. The allowance of the continuance was appreciated, howerer rang hollow and Disingenuous when I began to listen to comments from many of the commissioners.
the appearance of impartiality and an openness to be swayed on this issue seemed to be non-existent and the approval of this project was inevitable.

I will close by reminding the Stockton Planning commission that we are a large part of the Community that you are charged with Representing and protecting. Los Angeles based cannabis corporations should never be given preference over the Community that will likely be impacted by your decisions.

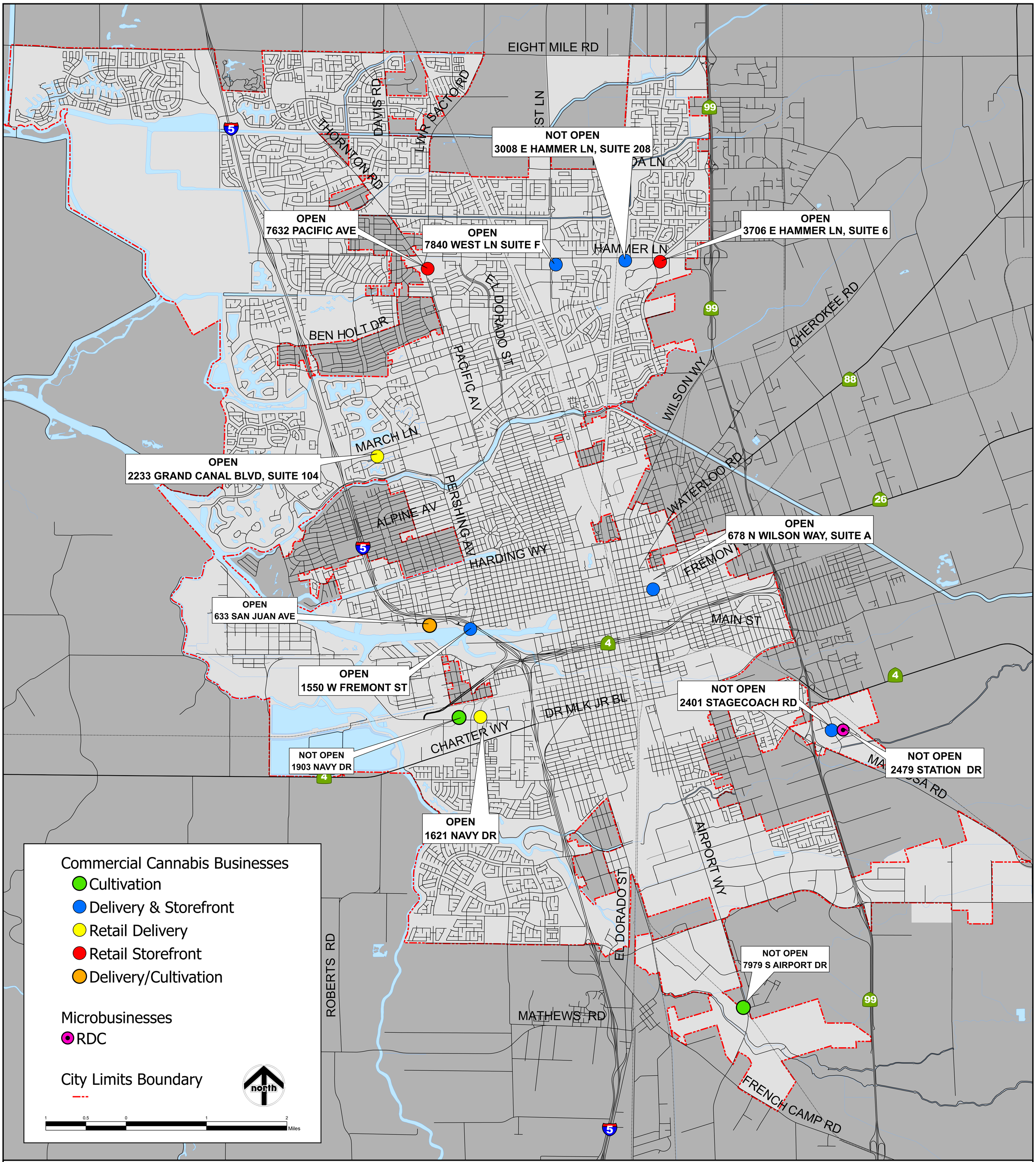
We hope that this letter should suffice, as we prepare for an appeal to those that are elected by the people. The Mayor and City Council.

Respectfully,

Anthony Solina

Area Superintendent
Aspire Public Schools

Attachment C



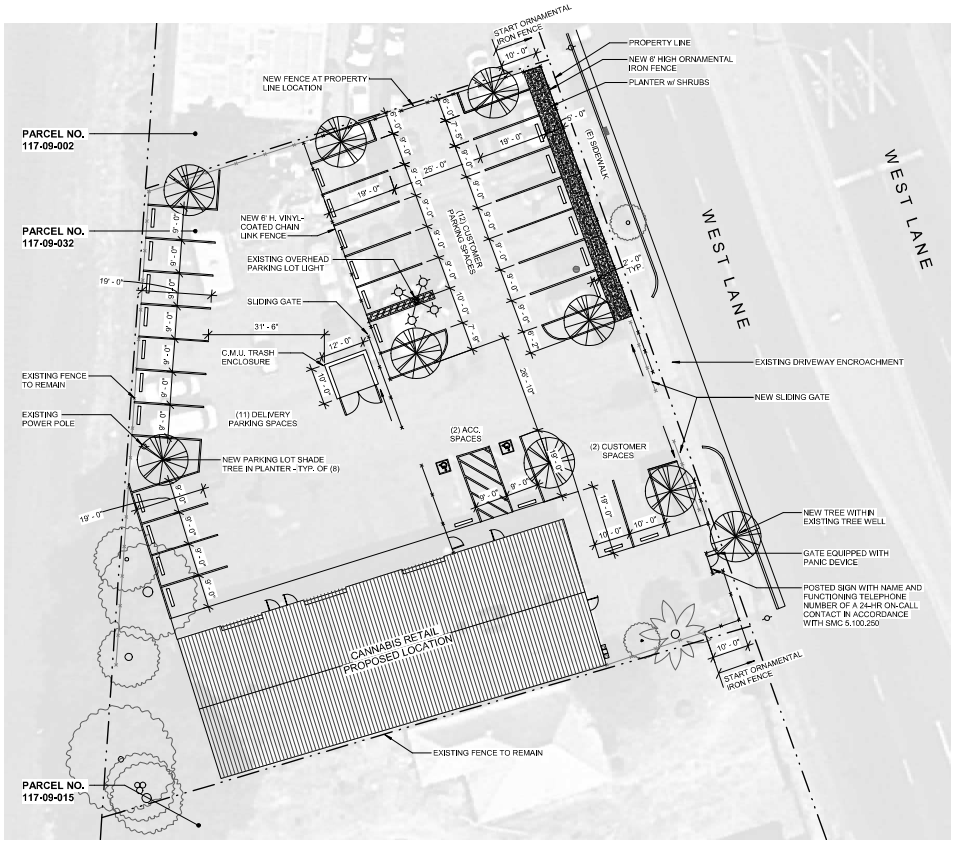
CITY OF STOCKTON

Commercial Cannabis Business Locations

NOTE: "The Information on this map is based on the City's best available information at the time the map was prepared and is only an approximate representation of areas that may be available for the possible establishment of Commercial Cannabis Businesses. This map should only be used as a guide and does not replace the need for an applicant's due diligence as to determining if a site complies with applicable zoning and separation requirements."

The information on this map is based on the most current information available to the City of Stockton Geographic Information System Section. The information on this map is not intended to replace engineering financial, or primary records research.

Mar '22
Cartographer: T. Boyd



PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

PROJECT DATA

PROJECT DESCRIPTION	CANNABIS RETAIL	
PRIOR USE	AUTOMOTIVE TIRE SHOP	
	YES	**NO**
ALTERATION TO EXISTING BUILDING	X	
ADDITION TO EXISTING BUILDING		X
CHANGE OF USE	X	
EXISTING FIRE SPRINKLERS		X
TYPE OF CONSTRUCTION	VB	
OCCUPANCY GROUP	M	
PARCEL SIZE	0.52 ACRES	
BUILDING AREA	4,375 FT² *UNCHANGED*	
BUILDING HEIGHT	16' *UNCHANGED*	
NUMBER OF STORIES	1 *UNCHANGED*	

REQUIRED PARKING STALLS

PER CITY OF STOCKTON MUNICIPAL CODE 16.64.040 TABLE 1-9

	AREA	PARKING FACTOR	REQUIRED STALLS
RETAIL	1,500 SF	1 STALL / 250 FT²	6 STALLS
BACK OF HOUSE	2,875 SF	1 STALL / 2,000 FT²	2 STALLS
		TOTAL REQUIRED:	8 STALLS
		TOTAL PROVIDED:	27 STALLS

REQUIRED ACC. STALLS	2 STALLS
PROVIDED ACC. STALLS	2 STALLS

GENERAL NOTES

1. PROPOSED BUILDING USE INCLUDES NO CHANGES TO THE BUILDING EXTERIOR.
2. EXISTING AND NEW FENCES ARE NOT ELECTRIFIED

WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

E tb@wmbarchitects.com
TOM BOWE, PROJ. ARCH

Cannabis Retail - Land Use Application

2821 West Lane
Stockton, CA 95205

Planning App. No. P21-0602
WMB Project No. 21-050

LICENSED ARCHITECT THOMAS E. BOWE C-26000 REN. 4-30-23 STATE OF CALIFORNIA

PUBLISH HISTORY:

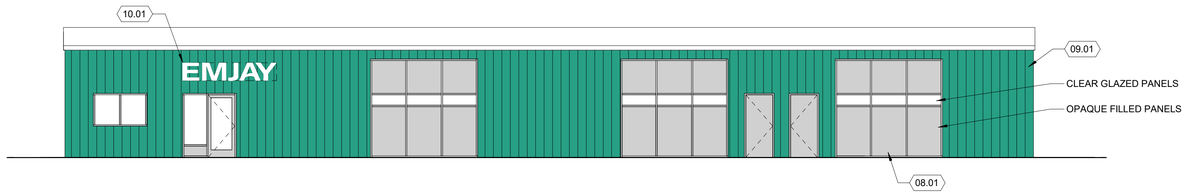
DATE	PURPOSE
06.11.21	INITIAL APPLICATION
07.22.21	PLAN REVIEW
10.27.21	PLAN REVIEW

SITE PLAN

A2

[redacted]

10/27/2021 3:09:02 PM Copyright WMB, Inc.



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

Emjay Green

C72 M0 Y45 K0
R34 G182 B162
PMS 3275

HEX #2bb6a2
Web Safe HEX #2bb6a2

KEYNOTES

08.01 INFILL ROLL-UP DOORS WITH STORE FRONT SYSTEM WITH OPAQUE FILLED AND CLEAR GLAZED PANELS
09.01 PAINT (E) METAL SIDING WITH EMJAY GREEN
10.01 PROPOSED ILLUMINATED SIGN w/ WHITE LETTERS 2'H x 10'-6"W

Attachment D

WMB
ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

Cannabis Retail -
Land Use Application

2521 West Lane
Stockton, CA 95205

Planning App. No. P21-0602
WMB Project No. 21-050

LICENSED ARCHITECT
THOMAS E. BOND
No. C 13527
REN. 4-30-21
STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
1	07.22.21	PLAN REVIEW

EXTERIOR ELEVATIONS

A4

9/8/2021 10:20:05 AM

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Attachment E

CITY OF STOCKTON

APPEAL OF PLANNING COMMISSION DECISION TO THE CITY COUNCIL

Today's Date: May 4, 2022 Date of Planning Commission Decision: April 28, 2022

Last day to file Appeal (ten days): May 12, 2022

APPELLANT: Caroline Johnson
(Name)
747 N La Jolla Ave.
(Address)
Los Angeles, CA 90046
(City, State, Zip)
816-377-3960
(Telephone)

APPEAL: Application number: P21-0602 / 2521 West Lane
(Case Number and Project Name)

2521 West Lane, Stockton CA 95205
(Property Address)

FEE: **$500.00 (effective 7/1/20) per appeal (project)**

PAID BY: Check check/number _____ Cash _____ Money Order

HAND DELIVERED:_____ MAILED: X

STATE REASON FOR FILING THIS APPEAL: Honorable Mayor and distinguished city council members and commissioners, I am filing this appeal because my partner, EmJay, and I feel as though we have colored inside the lines and done everything requested of us throughout this application process. Aspire schools submitted a public comment in which they requested to know more about our project before our hearing on April 14th. We were immediately scheduled for the follow up hearing April 28th, because nearly all commissioners were in favor of passing our project.
We made contact with the school & they were not able to make themselves available for a call until April 29th, after our meeting, where the project received a commissioner tie.

Caroline Johnson
Print Your Name

Caroline Johnson
Signature

SCAN AND E-MAIL TO: *Esther Gilliland, Lori Asuncion, Patty Vasquez, Courtney Christy, Florence Low, Will Crew, Michael McDowell, the project's CD planner, and Jobi Adams*
CC TO: *CC_Office@stocktonca.gov*

STOCKTON CITY COUNCIL
425 North El Dorado Street
Stockton, CA 95202
Phone: (209) 937-8458

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A COMMISSION USE PERMIT AND DESIGN REVIEW TO ESTABLISH A RETAIL STOREFRONT CANNABIS BUSINESS AND AN ADMINISTRATIVE USE PERMIT TO ESTABLISH A RETAIL NON-STOREFRONT (DELIVERY ONLY) CANNABIS BUSINESS, IN AN EXISTING 4,375 SQUARE FOOT COMMERCIAL BUILDING AT 2521 WEST LANE (APN 117-090-32) (APPLICATION NO. P21-0602)

The applicant, Caroline Johnson, submitted an application for a Commission Use Permit to establish a 4,375 square foot cannabis storefront retail and an Administriative Use Permit for delivery, and Design Review on a parcel zoned Commercial, General (CG), located at 2521 West Lane and included as Exhibit 1; and

The applicant is the general pool winner of the City's 2021 Commercial Cannabis Lottery, used to designate how many applicants are allowed to apply for certain commercial cannabis types, including cannabis retail storefronts; and

Because the Project requires more than one application under the provisions of the Stockton Municipal Code Section 16.88.050, the applications are being processed concurrently; and

On April 14, 2022, the Planning Commission conducted a duly noticed public hearing on the application, in compliance with Stockton Municipal Code (SMC) Section 16.88, at which point all persons wishing to be heard were provided such opportunity and continued the review to April 28, 2022; and

On April 28, 2022, the Planning Commission attempted a vote for approval of the Project, but a majority vote was not obtained; A subsequent vote was attempted for a continuation of the Project, but a majority vote was not obtained, therefore, the Project was summarily denied; and

On May 10, 2022, the Project applicant filed an appeal of the Planning Commission's denial; and

On September 27, 2022, the City Council convened a public hearing regarding the appeal of the Planning Commission's decision. In such meeting, the City Council considered the request to appeal the Planning Commission's decision and granted the appeal to reverse the Planning Commission's decision based on the findings indicated in said resolution; now, therefore,

//

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

A. The foregoing recitals are true and correct and incorporated by reference.

B. Based on the staff report, staff presentation, comments received, and the public hearing, the City Council makes the following findings based on substantial evidence in the record:

Commission and Administrative Use Permit Findings (per SMC 16.168.050)

1. The proposed use is allowed within the subject zoning district with the approval of a use permit and complies with all other applicable provisions of this Development Code and the Municipal Code. The proposed cannabis business type (i.e., uses) is conditionally allowed in the CG Zone with approval of a Commission Use Permit and Administrative Use Permit. Per SMC Section 16.20.020(A)(3) (Allowable land uses and permit requirements – Multiple Uses on a Single Site) sites where a proposed project includes multiple land uses, and more than one type of land use permit is required, the most restrictive land use permit shall apply for all land uses. Therefore, the applicant is requesting approval for a Commission Use Permit to establish a Cannabis Retail Storefront and retail no-storefront delivery use in accordance with the SMC. As conditioned, the cannabis uses will be in conformance with the development standards outlined in Title 16 of the Municipal Code. Adequate off-street parking spaces will be provided for the proposed use.

The proposed project meets the location requirements set forth in SMC 16.80.195(A)(6) and 16.80.195 (B)(4). The project is not located within 300-feet of any existing residential zone. The project is not located within 600-feet of any park, school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center, childcare center, child care, in-home (family day care home), religious facilities, or drug abuse or alcohol recovery/treatment facility.

2. The proposed use would maintain or strengthen the integrity and character of the neighborhood and zoning district in which it is to be located. The proposed cannabis retailer and delivery service would be situated in a vacant building that forerly housed an automotive repair facility, situated near several other commercial and industrial uses; away from sensitive land uses. It would fill an existing unoccupied site which would help strengthen the integrity and security of the surrounding area by providing added security due to the nature of the landuse. The proposed uses would also align with the intent of the general plan to attract employment and tax-generating businesses that support the economic diversity of the city.

3. The proposed use would be consistent with the general land uses, objectives, policies, and programs of the General Plan and any applicable specific plan or master development plan. The General Plan Land Use Map designates the subject site as Commercial. The Commercial designation is intended to accommodate a wide variety of

commercial uses, including, but not limited to, retail, personal and business services, commercial recreational uses, and a mix of office, commercial and/or residential uses. The proposed use is a cannabis retail storefront and delivery business where cannabis products will be sold on-site and delivered off-site to consumers. All of which are consistent with the uses described in the General Plan for the Commercial land use designation. The zoning district (CG) is also consistent with the City's General Plan Commercial land use designation for the project site.

Additionally, the project is consistent with the following General Plan goals and policies:

- Goal LU-6: To provide for orderly, well-planned, and balanced development.

- Goal LU-4: Attract and retain companies that offer high-quality jobs with wages that are competitive with the region and state.

- Goal CH-3: Expand opportunities for local enterprise, entrepreneurship, and gainful employment.

- Policy LU-4.2: Attract employment and tax-generating businesses that support the economic diversity of the city

The proposed use furthers the above goal and policy since it would provide for a business type that generates tax revenue for the City of Stockton's general fund and also expands opportunities for employment and entrepreneurship.

4. The subject site would be physically suitable for the type and density/intensity of use being proposed including the provision of services (e.g., sanitation and water), public access, and the absence of physical constraints (e.g., earth movement, flooding, etc.). The proposed project has been analyzed by all departments and it has been determined all existing streets and public accessways are adequate to serve the proposed project. Further, a Building Permit is required for the proposed business before full occupancy; and the project will be required to comply with all applicable Building Code standards. The site will have access to City utility services.

5. The establishment, maintenance, or operation of the proposed use at the location proposed and for the time period(s) identified, if applicable, would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, peace, or general welfare of persons residing or working in the neighborhood of the proposed use. The proposed land use will require the applicant to adhere to all applicable Building and Fire codes, and requirements established by the State of California, Department of Cannabis Control. The Department of Cannabis Control issues annual licenses and regulates cannabis retailers to ensure safe practices. The applicant will also be required to obtain and maintain an Operator's Permit from the City that requires the business owner to develop and maintain a security and lighting plan that is reviewed annually by the Police Department.

All cannabis operations for the proposed cannabis business will occur indoors in a Commercial zone. Appropriate security provisions will be incorporated into the project operations plan, including on-site security.

For the above reasons, the establishment, maintenance, or operation of the proposed land use activity would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

6. The design, location, size, and operating characteristics of the proposed use would be compatible with the existing and future land uses on-site and in the vicinity of the subject property. The proposed cannabis business is located in an existing vacant building in an commercial zone near automobile repair facilities and a recycling facility. The proposed use is commercial and raises no potential issues related to compatibility with the existing and future land uses on-site and in the vicinity of the subject property.

7. The proposed action would be in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The proposed uses would occur within a portion of an existing commercial building. Therefore, the project is categorically exempt from the CEQA, pursuant to CEQA Guidelines section 15301 (Existing Facilities). A categorical Exemption under section 15301, Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Design Review Findings per SMC 16.120.060

1. The proposed development is consistent with all applicable provisions of this Development Code and other applicable City ordinances; The Project has been evaluated against all applicable development code standards. Representatives of each department within community development, municipal utilities, and fire prevention have reviewed the Project and have found it to be in compliance with all applicable city ordinances. The Director has found the Project to be in substantial compliance with provisions of the Stockton City-wide Design Guidelines for Commercial properties.

2. The general design considerations, including the character, quality, and scale of design, are consistent with the purpose/intent of this chapter and the Guidelines and other design guidelines that may be adopted by the City. The Site Plan Review Committee and Director have reviewed the site plan and building elevations, materials, and design in a comprehensive manner. The proposed Project will incorporate high-quality, durable materials according to the design review guidelines.

3. The architectural design of existing structure and its materials and colors are visually compatible with surrounding development. Updated design elements, such as paint and windows, have been incorporated into the Project to further ensure its compatibility with the character and uses of adjacent development. The Project has

incorporated screening other decorative landscaping elements.

4. The location and configuration of structures are compatible with their sites and with surrounding sites and structures and do not unnecessarily block views from other structures or dominate their surroundings: the site design and development pattern are consistent within the context of the surrounding developments. There are no protected views that would be blocked from the proposed development.

5. The general landscape design, including the color, coverage, location, size, texture, and type of plant materials, have been considered to ensure visual relief, to complement structures, and to provide an attractive environment. The Project has incorporated landscaping into the overall design, using landscaping to highlight and enhance entrances, screen unattractive elements, and provide shade and beautification to internal parking lots. A detailed irrigation plan will be approved by the building department prior to the issuance of a Certificate of Occupancy.

6. The design and layout of the existing building does not currently interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular or pedestrian hazards; The Stockton Design Guidelines establish criteria for residential and non-residential development to achieve a product of high-quality design that is compatible with the character of the surrounding area. The proposed architecture and site improvements are consistent with the Development Code will be like surrounding commercial uses within the area.

7. The building design and related site plans, including on-site parking and loading, has been designed and integrated to ensure the intended use will best serve the potential users or patrons of the site; The site plan has been evaluated by all applicable departments. On-site parking and loading have been incorporated per development code standards. The engineering department and Public Works have evaluated the layout to ensure adequate circulation for patrons. Building design and frontage improvements have been incorporated into the design and shall be installed by the Applicant prior to occupancy of the facility.

8. Special requirements or standards have been adequately incorporated, when applicable, into the building and/or site design (e.g., American Disabilities Act regulations, historic preservation, mitigation measures, open space, utilities, etc.). (Prior code Section 16-515.060) ADA requirements per the Uniform Building Code have been evaluated by the building department and incorporated in the final design. Emergency vehicle access and other standards have been evaluated by fire prevention, and all comments have been incorporated into the final design. Individual departments will review other standards during plan check to ensure compliance with all other standards.

CONDITIONS OF APPROVAL

1. The project shall comply with all applicable State, County, and City codes, regulations, and adopted standards, and pay all applicable fees.

2. In the event the operation of this use should prove to be detrimental to the health, safety, peace, or general welfare of the surrounding neighborhood, this Use Permit will be subject to revocation or modification, as required by the Development Code.

3. The Use Permit shall become effective following the completion of a ten (10) day appeal period following approval of the application.

4. The Use Permit shall be posted in a conspicuous place and be made available immediately to City personnel upon inspection of the premises.

5. A sign shall be posted at the entrance to the location containing the name and functioning telephone number of a 24-hour on-call person engaged in the management of the cannabis business who shall receive, log, and respond to complaints and other inquiries. This data shall be made available upon request by the Police Department and other Community Development Departments on a yearly basis.

6. The owners, developers and/or successors-in-interest (ODS) shall be responsible for the City's legal and administrative costs associated with defending any legal challenge of the approvals for this project or its related environmental document, if any.

7. Prior to commencing operations, the business owner shall submit a complete security plan, subject to review and approval by the Police Department. The Chief of Police or designee may impose additional security and safety conditions upon receipt of the security plan before the facility can begin operations. All employees at the site shall be approved by the Police Department prior to the start of their employment.

8. The Fire Department shall be allowed to inspect the cannabis business at any reasonable time to ensure compliance with all applicable provisions of the Fire Code, as well as other applicable codes, laws, and provisions, and is authorized to enforce those standards, as necessary.

9. Prior to commencing operations, a Cannabis Operations Permit shall be obtained in accordance with Stockton Municipal Code Chapter 5.100 (Commercial Cannabis Activity Permits).

10. The project is required to obtain a Building Permit from the Building Department. Plans submitted for building permit(s) shall reflect compliance with the conditions outlined in this approval and Title 16 (Development Code) of the Municipal Code.

11. To assist staff’s timely review of the Building Permit, plans submitted for Building Permits shall include a cover letter identifying the sheet numbers that correspond to each condition of approval.

12. All cannabis retail operations shall be limited to the hours of 7:00 a.m. to 8:00 p.m., per SMC 5.100.280 (Retailer operator permit – Hours of operation).

13. All on-site parking stalls shall comply with the following requirements per SMC 16.64.080 (Development standards for off-street parking):

a. There shall be a minimum of 8 on-site parking stalls.
b. The parking spaces shall be a minimum of 9 ft. x 19 ft. with two feet of vehicle overhang.
c. The parking spaces shall be clearly outlined with four (4) inch wide lines painted on the surface of the parking facility.
d. All parking spaces, driveways, circulation isles, and maneuvering areas shall be clearly marked with arrows and lines, in conformance with SMC 16.76.100(B).
e. Disabled Parking spaces shall be striped and marked so as to be clearly identified, in compliance with the applicable State standards.
f. Continuous concrete curbing at least six (6) inches high and five and one-half (5.5) inches wide shall be provided for parking spaces located adjacent to fences, walls, property lines, landscaped areas, and structures. Individual wheel stops may be provided in lieu of continuous curbing when the parking is adjacent to a landscaped area, and the drainage is directed to the landscaped area, subject to the approval of the Director.

14. The proposed site shall include a minimum of one (1) bicycle parking space, per SMC 16.64.100 (Bicycle parking requirements and development standards). Bicycle parking shall be conveniently located within 50 feet of a building entrances or exits.

15. Any graffiti on the building or in the property shall be removed within 48 hours of notification by the City. The City shall have the right to remove any graffiti not removed within 48 hours of notification.

16. All light and glare shall be shielded or modified to prevent emission of light and glare beyond the property line, or upward into the sky. Bare bulbs shall not be allowed on any exterior areas of the property.

17. Plans submitted for Building Permits shall comply with the following fencing requirements per SMC 16.48.100, and will be subject to review and approval by the Director:

a. The new iron fence along West Lane shall not exceed eight (8) feet in height.
b. Indicate whether fencing will be electrified.
c. The existing fence adjacent to the railroad shall include graffiti limiting landscaping with vegetation that will cover at least 80 percent of the fence within three (3) years. Applicant shall provide a statement on the construction drawings confirming they have met this requirement, per SMC 16.32.060 (Graffiti).
d. Vinyl coated chain linked fencing shall be located at least (ten) 10 feet from the front and street side property lines. Chain link fencing is allowed along the

interior and rear property lines provided it is not within (ten) 10 feet of the front or street side property lines.

e. Other types of chain link fencing or similar materials (chicken wire, hog fencing, etc.) are prohibited within the 10-foot front and street side yard areas.
f. A “Knox Box” or other similar approved devices shall be installed for emergency access by Police and Fire Departments.

18. Parking areas shall have lighting capable of providing adequate illumination for security and safety. Lighting shall be in scale with the height and use of the on-premise structure. All exterior lighting shall be energy efficient, stationary, and directed away from adjoining properties and public rights-of-way.

19. The proposed site shall use an activated carbon filtration system to prevent any odors from spilling outside of the facility related to the storage process, per SMC 16.32.90 (Odors).

20. Plans submitted for Building Permits shall include a final Landscape Plan, subject to review and approval by the Director, which shall include the following information:

a. Prior to the receipt of Certificate of Occupancy, five (5) trees shall be planted in the interior off-street parking lot in accordance with SMC Chapter 16.56 and Section 16.64.080 (F)(7) (a.i).
b. All trees within parking area shall be a minimum of 15-gallon container stock with a caliper size, at the time of planting.
c. Trees shall be located in planters that are bounded on at least three (3) sides by parking area paving.
d. All ends of parking lanes shall have landscaped islands.
e. All areas with landscaping shall a minimum interior dimension of six (6) feet.
f. Landscaped areas shall be provided with an automatic irrigation system(s).
g. Sidewalks providing pedestrian access shall be considered in the design of all landscaped areas, including the need to locate plants so as not to interfere with the ability of pedestrians to have an adequate view of paths and surrounding areas to ensure their safety.
h. Trees and shrubs shall be planted so that at maturity they do not interfere with service lines and traffic sight areas.
i. All plant materials shall include both evergreen and deciduous tree, shrubs and attractive erosion preventing ground cover.
j. At minimum seventy-five percent of the plants selected in non-turf areas shall be well suited to the climate of the region and require minimal water once established in the landscape. Plants that require similar water needs should be grouped together and shall be irrigated separately. Attention shall be given to appearance, height, spread, growth rate, moisture requirements, potential root damage, disease, pest susceptibility, climate adaptability, soil type slope, function, and decreased maintenance.

21. Trash enclosures shall be a minimum of 24 square feet in size. The trash

enclosure shall be screened from view on at least three (3) sides. Construction and screening shall consist of solid masonry walls, metal gates, and landscaping, per SMC 16.36.130(D)(6). The design and color of the trash enclosure shall be architecturally compatible with the rest of the new building.

22. Signage for the building is subject to a separate Sign Permit from the Building Division and shall comply with Section 16.76.100 and Section 16.76.110 of Title 16 (Development Code).

Community Development Department: Building

23. The proposed site shall make all trash enclosures connected along the accessible route with the building (s) they serve. Access into the trash enclosures must meet accessibility guidelines including, but not limited to, door/gate hardware, operating force, clear landings.

24. Plans submitted for Building Permits shall clearly demonstrate the location of pedestrian gates and demonstrate appropriate maneuvering clearance per California Building Code 11B-404.

Community Development Department: Engineering

25. The business operation and plan submitted for Building Permits shall clearly note the proposed sliding gates will remain open a half hour before and a half hour after posted business hours.

26. The existing driveway approach shall be upgraded to current City standards, per SMC 16.36.030. Install commercial driveway approach with current ADA truncated domes.

27. ODS shall replace/repair all cracked/displaced curb, gutter, and sidewalk along the public frontage of the project site.

28. Plans submitted for Building Permits shall include note to plans, stating “All work performed in the public right of way or within a public utility easement requires a separate City Encroachment Permit.”

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29. The permit shall become void unless the required building permit is submitted within 12 months of this permit being issued (SMC 16.120.080(D)).

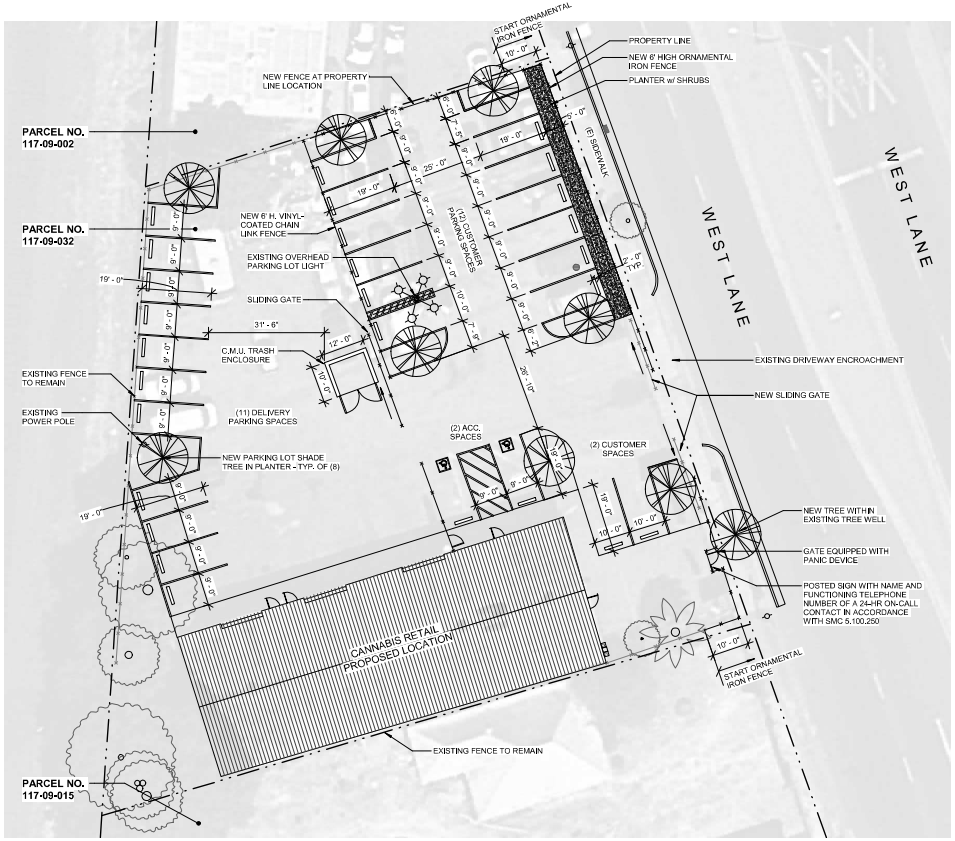
PASSED, APPROVED, and ADOPTED: September 27, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1



PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"

PROJECT DATA

PROJECT DESCRIPTION	CANNABIS RETAIL	
PRIOR USE	AUTOMOTIVE TIRE SHOP	
	YES	**NO**
ALTERATION TO EXISTING BUILDING	X	
ADDITION TO EXISTING BUILDING		X
CHANGE OF USE	X	
EXISTING FIRE SPRINKLERS		X
TYPE OF CONSTRUCTION	VB	
OCCUPANCY GROUP	M	
PARCEL SIZE	0.52 ACRES	
BUILDING AREA	4,375 FT² *UNCHANGED*	
BUILDING HEIGHT	16' *UNCHANGED*	
NUMBER OF STORIES	1 *UNCHANGED*	

REQUIRED PARKING STALLS *PER CITY OF STOCKTON MUNICIPAL CODE 16.64.040 TABLE 1-9*

	AREA	PARKING FACTOR	REQUIRED STALLS
RETAIL	1,500 SF	1 STALL / 250 FT²	6 STALLS
BACK OF HOUSE	2,875 SF	1 STALL / 2,000 FT²	2 STALLS
		TOTAL REQUIRED:	8 STALLS
		TOTAL PROVIDED:	27 STALLS

REQUIRED ACC. STALLS	2 STALLS
PROVIDED ACC. STALLS	2 STALLS

GENERAL NOTES
1. PROPOSED BUILDING USE INCLUDES NO CHANGES TO THE BUILDING EXTERIOR.
2. EXISTING AND NEW FENCES ARE NOT ELECTRIFIED

WMB ARCHITECTS

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Suite 125
Sacramento, CA 95811

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F 209.944.5711
www.wmbarchitects.com

E tb@wmbarchitects.com
TOM BOWE, PROJ. ARCH

Cannabis Retail - Land Use Application

2821 West Lane
Stockton, CA 95205

Planning App. No. P21-0602
WMB Project No. 21-050

LICENSED ARCHITECT THOMAS E. BOWE C-29,000 REN. 4-30-23 STATE OF CALIFORNIA

PUBLISH HISTORY:

DATE	PURPOSE
06.11.21	INITIAL APPLICATION
07.22.21	PLAN REVIEW
10.27.21	PLAN REVIEW

SITE PLAN

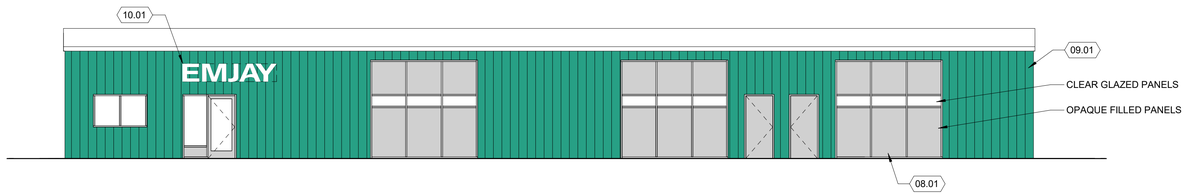
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EXHIBIT 1



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

Emjay Green

C72 M0 Y45 K0
R34 G182 B162
PMS 3275

HEX #2bb6a2
Web Safe HEX #2bb6a2

KEYNOTES

08.01	INFILL ROLL-UP DOORS WITH STORE FRONT SYSTEM WITH OPAQUE FILLED AND CLEAR GLAZED PANELS
09.01	PAINT (E) METAL SIDING WITH EMJAY GREEN
10.01	PROPOSED ILLUMINATED SIGN w/ WHITE LETTERS 2'H x 10'-6"W

WMB
ARCHITECTS

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Cannabis Retail -
Land Use Application

2521 West Lane
Stockton, CA 95205

Planning App. No. P21-0602
WMB Project No. 21-050

LICENSED ARCHITECT
THOMAS E. BOND
REN. 4-30-21
STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
1	07.22.21	PLAN REVIEW

EXTERIOR ELEVATIONS

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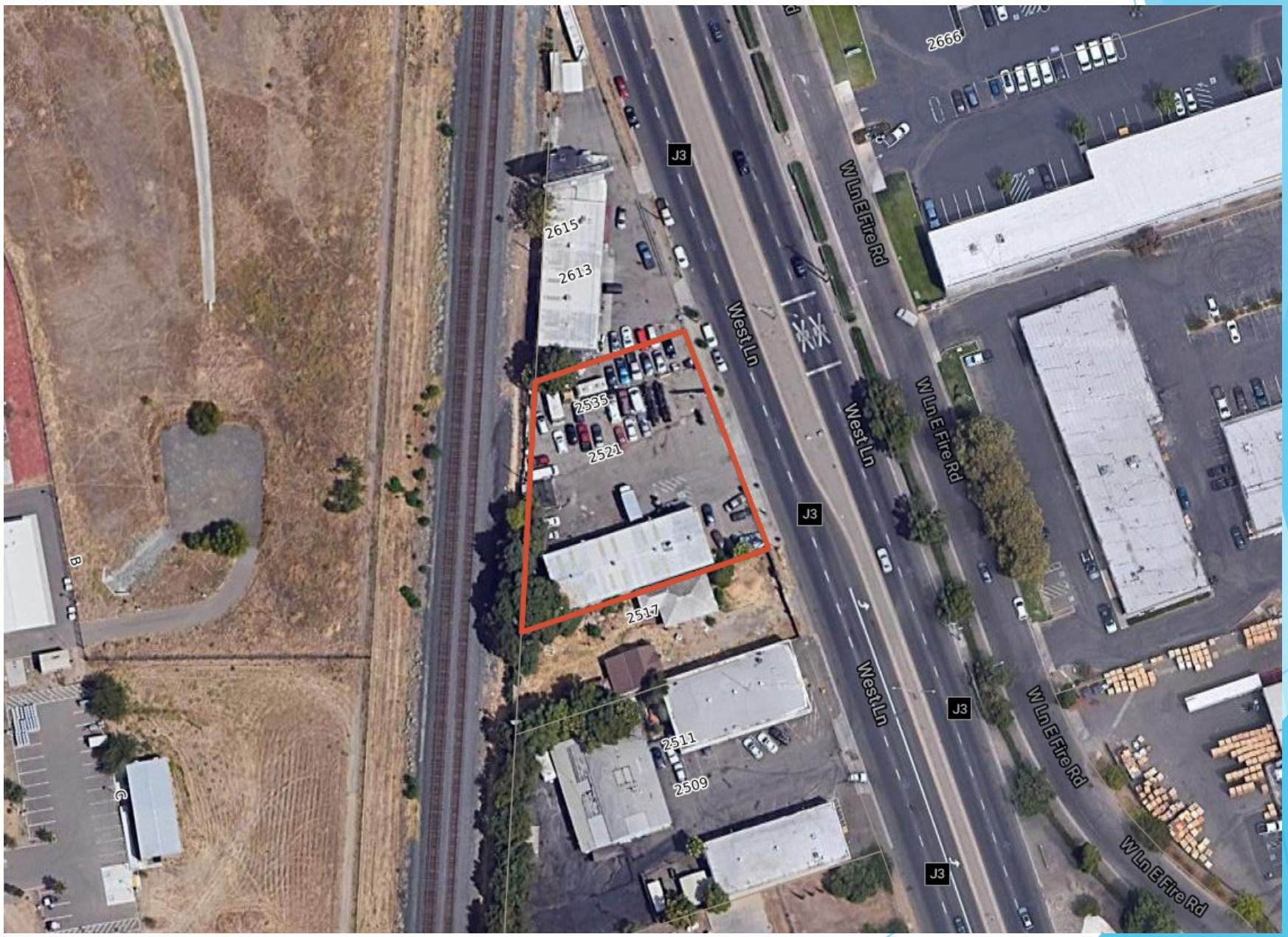
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APPEAL OF THE PLANNING COMMISSION'S DENIAL OF A COMMISSION USE PERMIT AND DESIGN REVIEW TO ESTABLISH A RETAIL STOREFRONT AND ADMINISTRATIVE USE PERMIT TO ESTABLISH A NON-STOREFRONT RETAIL (DELIVERY ONLY) CANNABIS BUSINESS IN AN EXISTING 4,375 SQUARE FOOT COMMERCIAL BUILDING AT 2521 WEST LANE

City Council Meeting
Item 16.2
September 27, 2022

Project Site Aerial



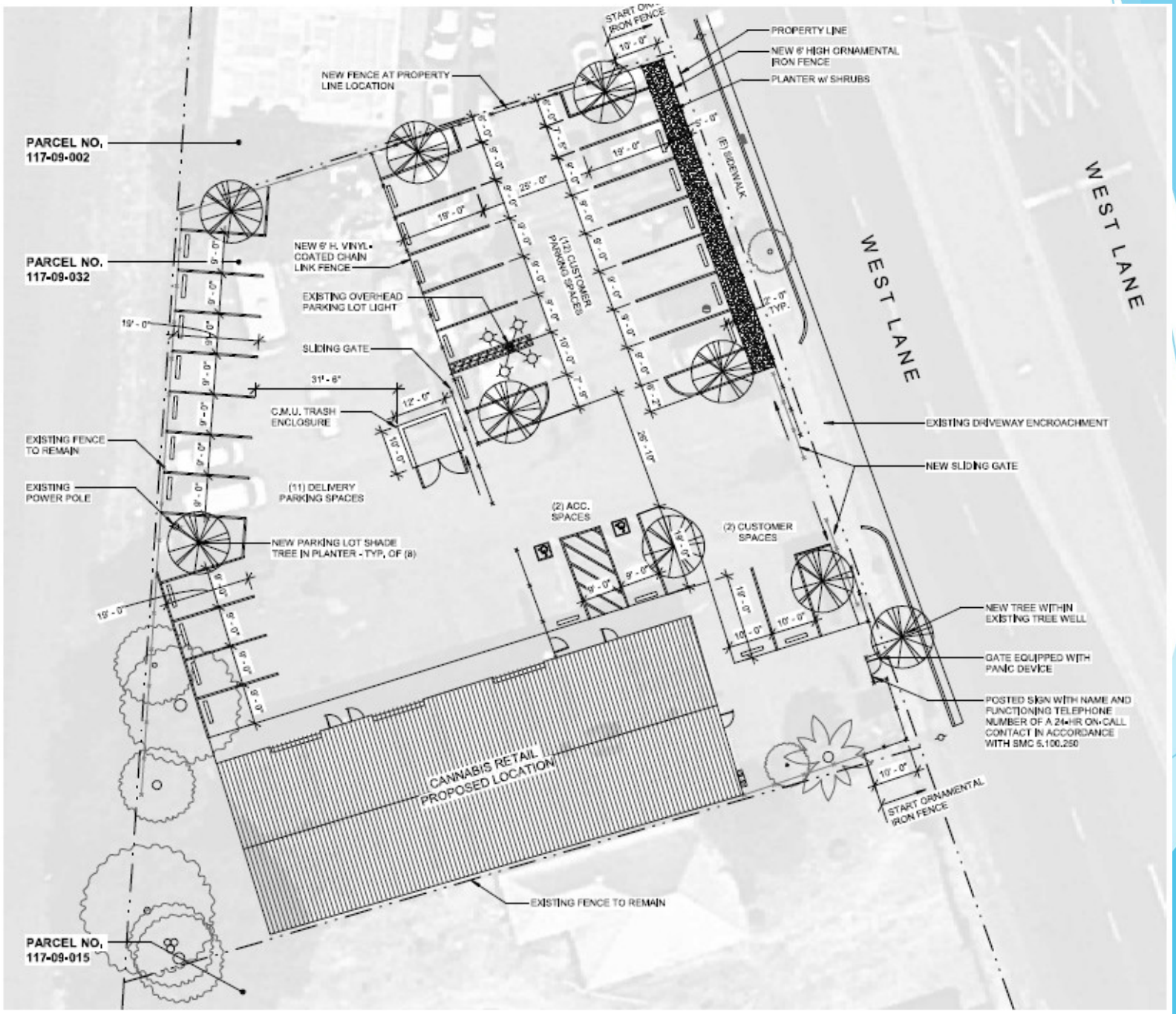
Background

- 2021 Commercial Cannabis Lottery Winner
  - Awarded General Pool Retail Storefront Application
- Site Zoning is Commercial General (CG)
  - Requires Commission Use Permit for Retail Storefront
  - Administrative Use Permit for Retail Non-Storefront (Delivery Only)
- Existing Building is 4,375 Sq.Ft (presently vacant)
  - 1,147 Sq.Ft. to be used for Retail Storefront
  - 3,228 Sq.Ft. to be used for Retail Non-Storefront Delivery, storage, bathroom.
- Hours of Operation:
  - 7 days/week, 8am-8pm, Retail Storefront
  - Monday – Friday, 8am-7pm, Delivery

Application

- Applicant: Caroline Johnson
- Request:
  - Occupy a vacant 4,375-square foot commercial building at 2521 West Lane
  - Establish a Retail storefront cannabis business
  - Establish a retail non-storefront (delivery only) cannabis business

Site Plan


PARCEL NO. 117-09-002
PARCEL NO. 117-09-032
PARCEL NO. 117-09-015
NEW FENCE AT PROPERTY LINE LOCATION
PROPERTY LINE
NEW 6' HIGH ORNAMENTAL IRON FENCE
PLANTER w/ SHRUBS
(E) SIDEWALK
WEST LANE
WEST LANE
NEW 6' H. VINYL-COATED CHAIN LINK FENCE
EXISTING OVERHEAD PARKING LOT LIGHT
(12) CUSTOMER PARKING SPACES
SLIDING GATE
C.M.U. TRASH ENCLOSURE
EXISTING DRIVEWAY ENCROACHMENT
NEW SLIDING GATE
EXISTING FENCE TO REMAIN
EXISTING POWER POLE
(11) DELIVERY PARKING SPACES
(2) ACC. SPACES
(2) CUSTOMER SPACES
NEW PARKING LOT SHADE TREE IN PLANTER - TYP. OF (8)
NEW TREE WITHIN EXISTING TREE WELL
GATE EQUIPPED WITH PANIC DEVICE
POSTED SIGN WITH NAME AND FUNCTIONING TELEPHONE NUMBER OF A 24-HR ON-CALL CONTACT IN ACCORDANCE WITH SMC 5.100.250
CANNABIS RETAIL PROPOSED LOCATION
START ORNAMENTAL IRON FENCE
EXISTING FENCE TO REMAIN

Staff Analysis

- Project adheres to Development Code
  - ✓ Meets Parking & Landscaping standards
  - ✓ Meets location requirements
  - ✓ Meets all required Use Permit findings
  - ✓ Safety & security plan required by conditions and with Police Department oversight under Title 5 (i.e. Operator's Permit)
  - ✓ Not requesting a Waiver or other concessions

Appeal of Planning Commission Decision

- April 14, 2022 Planning Commission Hearing
  - No members of public attended
  - One written email from Aspire Public Schools
  - Hearing held but continued for applicant to reach out to school.
- April 28, 2022 Continued Planning Commission Hearing
  - No members of public attended.
  - One written objection from Aspire Public Schools
- Commission vote result of 3-3, project denied due to lack of majority.

Appeal of Planning Commission Decision

- May 10, 2022, Appeal filed by Applicant requesting reconsideration of the Planning Commission's denial, on the basis that:
  - Project meets the Stockton Municipal Code requirements
  - School did not make itself available to discuss project
  - Planning Commission's split vote (3-3)

Staff Recommendation

Adopt a Resolution to:

Reverse the Planning Commission's denial of the Commission Use Permit.

Reverse the Planning Commission's denial of the Administrative Use Permit.

Reverse the Planning Commission's denial of the Design Review.