

## **INSTRUCTIONS TO BIDDERS** **Locally Funded Contracts**

The bidder shall carefully examine the instruction contained herein and satisfy himself/herself as to the conditions with which he/she must comply prior to bid and to the conditions affecting the award of contract.

The bidder's attention is directed to the City of Stockton "Standard Specifications and Plans" ([http://www.stocktongov.com/files/Standard\\_Specifications\\_2016.pdf](http://www.stocktongov.com/files/Standard_Specifications_2016.pdf)) for additional detailed information regarding the project requirements.

### **1. COMPETENCY OF BIDDERS**

(a) **LICENSE** - Bidders must be properly licensed in accordance with the laws of the State of California.

(b) **CONTRACTOR REGISTRATION REQUIREMENTS**- Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Labor Code Section 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Only vendors/contractors that are subject to the public works statutes would be required to register. A&E firms that are not doing or subcontracting out tasks subject to public work requiring prevailing wages are not subject to registration and public works laws. Design work is not subject to prevailing wages and, therefore, not considered public work, and the firm does not have to register. For example, A&E tasks that are subject to public works laws would be surveying, soil testing, material testing, and building/construction inspection, as there are prevailing wage determinations for these works.

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

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all bidders shall include with their bid proof of registration from the Department of Industrial Relations 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. For subcontractor proof of registration that could not be included with the bid, the contractor will be allowed to submit subcontractor registration proof no later than four business days after bid opening (Bid Forms).

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.

## **2. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK**

(a) **CONTRACTOR'S RESPONSIBILITY-** The bidder shall examine carefully the site of the work and the plans and specifications, therefore. He/She shall investigate and satisfy himself/herself as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials, or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid documents and the plans and specifications of the contract.

(b) **RESPONSIBILITY FOR UTILITIES-** As part of the responsibility stated in Subdivision 2a above and without limitation thereon, the Contractor shall be responsible at his/her own cost for any and all work, expense of special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including, without limitation thereon, repair of any and all damage and all hand or exploratory excavation required. Attention is directed to the possible existence of underground facilities not known to the City or in a location different from that which is indicated on the plans or in the special provisions. The Contractor shall take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the plans or in the special provisions, he/she shall immediately give the Project Manager written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the Project Manager, and the Contractor will be paid for such work as extra work.

Where it is determined by the Project Manager that the rearrangement of an underground facility, the existence of which is not shown on the plans or in the special provisions, is essential in order to accommodate the improvement, the City will provide for the rearrangement of such facility by other forces, or such rearrangement shall be performed by the Contractor which will be paid for as extra work.

The bidder is cautioned that such utilities may include high pressure fluid pipe lines, communication cables or electrical cables which may be high voltage and the ducts enclosing such cables, and, when working or excavating in the vicinity thereof, the special precautions to be observed at his/her own cost shall also include, but may not be limited to, the following: All such cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and suitable warning signs, barricades and safety devices shall be erected as necessary or required.

## **3. DISCREPANCIES OR ERRORS**

If omissions, discrepancies, or apparent errors are found in the plans and specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification, which will be given to the form of addenda to all bidders if time permits.

## **4. ADDENDA OR CLARIFICATIONS**

Each bid shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the bid being rejected as not responsive.

## **5. BIDDING DOCUMENTS**

(a) **BID FORMS-** City of Stockton standard bid forms, which, when filled out and executed, may be submitted as a bid. Bids not presented on City forms shall be cause for considering the bid as non-responsive. The bid forms must be submitted in the same name style and manner as is used on the bidder's license and prequalification. Bid forms may be obtained from the City of Stockton website at [www.stocktonca.gov/pwbid](http://www.stocktonca.gov/pwbid)

All bids shall give the prices in the manner required by the bid and shall be signed by the bidder or his/her duly authorized representative, with his/her address. If the bid is made by an individual, his/her name, postal address, and signature must be shown. If the bid is made by a firm or partnership, the name and postal address of the firm or partnership and the signature of one or both 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 was chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. The corporate seal must be used. All bidders shall provide proof of DIR registration (print screen from DIR website <https://efiling.dir.ca.gov/PWCR/Search>).

(b) LIST OF PROPOSED SUBCONTRACTORS- Bidder shall list names of all subcontractors performing work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, on the form provided in the bidding document. Each bidder shall give the name, business address, proof of DIR registration (print screen from DIR website <https://efiling.dir.ca.gov/PWCR/Search>), contractor license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project.

(c) BIDDER'S SECURITY- All bids shall be accompanied by (1) cash, or (2) a cashier's check of a responsible bank, or (3) a check certified by a responsible bank, payable to the order of the City of Stockton for an amount not less than ten percent (10%) of the aggregate of the bid, or (4) bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in California, and made out in favor of the City of Stockton for an amount not less than ten percent (10%) of the aggregate of the bid.

Within ten (10) days after the award of the contract, the City of Stockton will return all bidder's security accompanying the bid that is not to be further considered in making the award. Retained bidder's security will be held until the contract has been fully executed.

When the contract for doing said work has been duly entered into and the contract bonds accompanying same have been duly approved and filed, the City Clerk shall certify said facts by voucher to the Director of Finance, who shall draw his/her warrant upon the special deposit fund for the return to the Contractor of said cash or bidder's bond or the proceeds of said check. If the bidder fails or refuses to enter into the contract to do said work or furnish said supplies or to furnish the required bond within ten (10) days after the awards shall have become final, then the cash, cashier's check or certified check shall be forfeited to the City as liquidated damages and shall be transferred to the general fund, or the obligation of the bidder's bond shall be enforced and the proceeds placed in the general fund. The Council does not have the power to relieve from or to remit such forfeiture.

It is understood that the bid may be rejected at the sole discretion of the City Council of the City of Stockton.

(d) NON-COLLUSION DECLARATION - The bidder shall execute a Non-Collusion Declaration in the appropriate space provided in the bid form. Any bid made without such declaration or in violation thereof, and also any contract let thereunder shall be absolutely void unless a correct declaration is received after the bid deadline with approval of the City Council.

## **6. 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 is committed to complying with the requirements of Title VI in all of its federally funded programs and activities (Bid Forms).

## **7. QUALITY ASSURANCE**

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract (Exhibit A).

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

## **8. DISCRIMINATION AND HARASSMENT POLICY**

The City of Stockton has a Discrimination and Harassment Policy (Exhibit B). 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.

## **9. SUBCONTRACTING**

The Contractor shall perform with its own organization contract work amounting to not less than **thirty percent (30%)** of the original total contract price, 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 its own organization. When items of work in the Bidding Schedule are preceded by the letter (S), said items are designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item's bid price, determined from information submitted by the Contractor, subject to approval by the Project Manager.

Before work is started on a subcontract, the Contractor shall file with the Project Manager a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work and the dollar amount to be so subcontracted.

## **10. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE**

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

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2).

(a) **PREVAILING WAGE RATES** - The prime Contractor to whom the contract is awarded, and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance to SB7, as the City of Stockton is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

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/DLSR/PWD/Determinations/Northern/Northern.pdf>. A copy of the wage rates are also posted on BidFlash. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

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 of Stockton 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.

(b) PAYROLL RECORDS - The prime Contractor to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the prime 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 the Labor Code.

(c) APPRENTICESHIP STANDARDS - The prime 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.

## **11. BID ITEMS**

The listed bid quantities are approximate only, being given as a basis for the comparison of bids, and the City of Stockton does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total price for each bid item will be determined by extension of the unit price bid, multiplied by the estimated quantity set forth for the item. In case of a discrepancy between the item total price and the total determined by extension of the unit price bid, multiplied by the estimated quantity, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. The total for lump sum items or lump sum bids shall be the amount set forth in the "Total" column.

All bids shall include for each item of work, in clearly legible figures, a unit price and a total price for the item in the respective spaces provided. Illegible or ambiguous figures shall be cause for rejection.

In determining the amount bid by each bidder, the City may correct mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears in the Bidding Schedule, the City shall have the right to correct such error and to compute the total amount bid by each bidder on the basis of the corrected figure or figures.

When any item, for which an item unit price and/or an item total price has been included in the Bidding Schedule, is omitted from the total bid, the item total price shall be added to the total bid to arrive at a corrected total bid.

If, for any item, both the item unit price and the item total price are omitted from the Bid, then it shall be deemed incomplete and nonresponsive, and the Bid shall be disregarded.

**12. WITHDRAWAL OF BIDS**

Bids may be withdrawn at any time up to official bid opening only upon written request to the City Clerk.

**13. PUBLIC OPENING OF BIDS**

Bids will be publicly opened and read at the time and place indicated in the "Notice Inviting Bids." Bidders or their authorized agents are invited to be present.

**14. REJECTION OR IRREGULAR BIDS**

When bids are signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or are signed by an agent other than a partner of partnership, or by an agent for an individual, a Power of Attorney must be on file with the Department of Public Works, prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular or unauthorized.

**15. COMPETITIVE BIDDING**

If more than one bid is offered by an individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the City and may render void any contract let under such circumstances. A non-collusive affidavit is required.

**16. LIQUIDATED DAMAGES**

Bidders should note the provision for Liquidated Damages for this contract is specified in the contract Special Provisions.

**17. CONTRACT BONDS**

The Contractor shall furnish two (2) surety bonds, one performance bond guaranteeing the faithful performance of the work, and one labor and material bond securing the payment of laborers, mechanics or material or men employed on the work under contract. The surety which provides the bonds must be authorized by the Insurance Commissioner to transact business of insurance in California. All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

**18. BUSINESS LICENSE**

The contractor must obtain and maintain a valid City of Stockton business license throughout the fiscal periods embraced by the duration of the contract.

**19. INSURANCE**

Please see attached Exhibit C, Summary of Indemnity and Insurance Requirements Checklist. This form is for information and is not required to be submitted. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this



agreement the policies of insurance specified in Exhibit D, which is attached to this agreement and incorporated by this reference.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037. Any exceptions to this language may result in a non-responsive proposal.

It shall be a requirement under the Contract 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 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 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 of Stockton.

The City of Stockton 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 of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton 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.

## **20. WORKER'S COMPENSATION INSURANCE**

The successful bidder shall comply with all provisions of the Worker's Compensation and Safety Laws of the State of California, Divisions IV and V of the Labor Code, and shall use all of the accepted and best safety practices for the public and/or his/her employees.

In accordance with Labor Code Section 1725.5 et seq., the successful bidder, prior to executing the contract to do the work, shall take out and maintain in full force and effect workers compensation insurance with an insurance carrier authorized to transact business in the State of California covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such workers compensation insurance shall furnish to the City of Stockton an insurance certificate prior to the commencement of the work and said certificates shall contain a provision that the coverage thereunder will not be cancelled until at least thirty (30) days prior written notice has been given to the City.

## **21. INDEMNIFICATION AND HOLD HARMLESS**

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this agreement, or from any violation of any federal, State, or municipal law or ordinance, or City policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision



assures Contractor is not obligated to defend or indemnify City in any amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this agreement, Contractor shall indemnify, defend, and hold harmless the City of Stockton, its officers, officials, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

## **22. 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 permitted construction and demolition projects recycle at minimum fifty percent (50%) of all materials generated by the projects to divert project waste from the landfills.

### **(a) CONSTRUCTION AND DEMOLITION RECYCLING PLAN**

After receiving a Notice to Proceed, the contractor is required to complete and submit a Construction/Demolition (C&D) Recycling Plan. This plan is meant to assist contractors with identifying the types of materials that will be generated as a result of the project, and prepare for a diversion of these materials from landfill disposal. The bidder must submit the C&D Plan to the City of Stockton Public Works Dept., Solid Waste & Recycling Division, 22 E. Weber Ave., Room 301, Stockton, CA 95202, prior to the start of the project. Bidders without a Notice to Proceed do not need to submit a C&D Recycling Plan, unless requested to do so by the City of Stockton. The City reserves the right to request additional information, as necessary, from the lowest apparent bidder.

### **(b) CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REPORT**

Within 60 days after completion of the construction or demolition project, the contractor must complete and submit the Construction/Demolition (C&D) Recycling Report. The completed form must be accompanied by the official weight tags or disposal receipts, verifying the information provided in the report. The C&D Report, together with all weight tickets and receipts, must then be submitted to the City of Stockton Public Works Department, Solid Waste & Recycling Division, 22 E. Weber Avenue, Room 301, Stockton, CA 95202. Failure to provide the C&D Recycling Plan or Report may result in a five percent (5%) withholding of the contract amount. (See sample: <http://stocktonca.gov/government/departments/publicWorks/garbCon.html>)

## **23. LOCAL EMPLOYMENT ORDINANCE**

This project is subject to the requirements of the City's Local Employment Ordinance (Bid Forms). For further information, please see: [http://gcode.us/codes/stockton/view.php?topic=3-3\\_68-i-3\\_68\\_095](http://gcode.us/codes/stockton/view.php?topic=3-3_68-i-3_68_095)

The Contractor shall submit a Final Local Employment Ordinance Report upon completion of the project. Said Final Report shall be considered a final construction punch list item, and failure to submit the report shall be cause for withholding the Notice of Completion and release of retention. The Contractor shall submit a project Final Local Employment Ordinance Report in the suggested form and content as shown by Exhibit E and/or requested by the Project Manager.

The Contractor shall provide Monthly Local Employment Ordinance compliance Reports as part of the Contractor's progress pay requests. The form and content of the Monthly Reports shall provide the same information as noted in Exhibit E or as requested by the Project Manager. Failure to submit said Monthly Reports could result in the City withholding 5% of the monthly progress payment until said report is submitted.

The Contractor shall promptly submit their Good Faith Effort documentation prior to execution of the construction contract. An explanation of the reasons for non-compliance and future good faith efforts which can lead to project compliance will be part of the Monthly Reports.

Monthly Reports shall be compiled with all applicable information and submitted at the end of the project as a part of the Final Report. All reporting required for the Local Employment Ordinance shall be paid as in all other items of work.

**24. LOCAL BUSINESS PREFERENCE ORDINANCE**

The City's Local Business Preference Ordinance applies to this project (Bid Forms). For further information, please see:

[http://qcode.us/codes/stockton/view.php?topic=3-3\\_68-i-3\\_68\\_090](http://qcode.us/codes/stockton/view.php?topic=3-3_68-i-3_68_090)

**25. SANCTIONS**

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

**26. SAMPLE CONTRACT**

A sample contract is attached (Exhibit F) and could be subject to change.

## CITY OF STOCKTON Quality Assurance Program

### 1. Purpose

The purpose of the City of Stockton Quality Assurance Program (QAP) is to provide an outline of procedures to assist in achieving quality performance for:

- planning;
- preparing contracts, plans, and specifications; and
- assuring that acceptance and inspection sampling and testing meets City, State and Federal requirements.

The main elements addressed in this QAP are procedures for:

Acceptance Testing;  
Testing of Manufactured Materials; and  
Independent Assurance Requirements

This QAP has been adopted by the City of Stockton as a guide for quality assurance for planning, design, and construction of public streets and state highway improvements within the City of Stockton. This QAP has been written to conform with current Caltrans and FHWA requirements. It is not intended to be a substitute for professional engineering knowledge, training, experience or judgment.

### 2. Definition of Terms

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### 3. Applicability

This QAP shall only apply to projects within the City of Stockton that are off the National Highway System (Off-NHS) and off the State Highway System (Off-SHS) and are financed wholly or in part by federal-aid funding. For such projects the use of this QAP shall be mandatory. The provisions of this QAP may also be applied to street and utility facility

projects within the City of Stockton that are Off-NHS and Off-SHS and are locally funded. For projects on the NHS, quality assurance requirements are detailed in the Code of Federal Regulations Title 23, Part 637.205. Therefore, federally funded projects wholly or in part on the National Highway System (On-NHS) must comply with the Caltrans QAP as detailed in Section 16.14 of the Caltrans Local Assistance Procedures Manual (LAPM).

#### **4. Authority**

This QAP was prepared under the supervision of, and has been approved by, the City of Stockton Director of Public Works or his designee (City Engineer), who is an appropriately registered civil engineer. Copies of this QAP shall be kept on file in the office of the City Engineer and shall be available for review upon request.

#### **5. Amendments**

Amendments to this QAP will require approval by the City of Stockton Director of Public Works or his designee, the City Engineer. Amendments may be approved in either of the following forms:

By general amendment applicable to all applicable projects as described above; and

By specific amendment included within the contract documents applicable to a specific project. In the event of a conflict between this QAP and the contract documents for a specific project, the contract documents shall prevail.

In the event of amendment(s), the applicable QAP shall be the latest edition in effect at the time the subject materials are actually incorporated into the project documents. The Director of Public Works or the City Engineer may also issue clarifications to this QAP as required.

#### **6. Materials Testing**

Sampling and testing will be performed by contract with a material testing consultant. The contract with the materials testing consultant shall be arranged prior to advertising a project and addressed appropriately in the construction documents. The construction contractor shall not select or exercise any authority over the materials testing consultant or any of the sampling and testing unless specifically included in the contract documents for a specific project or otherwise approved by the City of Stockton Director of Public Works or the City Engineer in writing prior to the start of the actual sampling and testing work.

The materials testing consultant shall have a QAP that meets current Caltrans and FHWA requirements and shall provide a copy to the City upon request. Consultant(s) shall also forward copies of all subsequent amendments of their QAP(s) to the City.

The consultant's materials laboratory shall be under the responsible management of a California Registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the

provisions of this QAP

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

Correlation Testing Program –The materials laboratory shall be a participant in one or more of the following testing programs:

AASHTO Materials Reference Laboratory (AMRL)  
Cement and Concrete Reference Laboratory (CCRL)  
Caltrans' Reference Samples Program (RSP)

Certification of Personnel - The materials laboratory shall employ personnel who are certified by one or more of the following: Caltrans District Materials Engineer

Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.

Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.

Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project file(s) and shall be made available for review upon request. Sampling and testing by uncertified person(s) not previously approved by the Director of Public Works or the City Engineer, shall be acceptable only in extreme, unforeseen emergencies, and upon assurance by the Resident Engineer that the uncertified person is competent to perform the work.

Laboratory and Testing Equipment- The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

Records – Copies of the City's QAP, the materials testing consultant's QAP, records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file, and shall be available for review upon request, and shall be retained for a period of three years following completion of the project. The RE shall complete and sign a Materials Certificate (Caltrans LAPM Exhibit 17-G). The Certificate shall be retained in the project construction files. All non-conforming materials incorporated into the work must be explained and justified on the Certificate.

## **7. Acceptance Sampling and Testing**

Definition -- Acceptance Testing (AT) shall be defined as regular sampling and testing of materials entering a construction project to verify compliance with the specific project contract documents, City of Stockton Standard Plans and Specifications, and/or Caltrans

regulations.

Start of Testing -- Sampling and testing should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.

Testing Laboratory -- AT will be performed by a materials laboratory certified to perform the required tests. The test results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Test Methods -- Except as otherwise specified and/or approved by the City, testing methods shall comply with California test methods (using English equivalent units). American Society of Testing and Materials (ASTM) test methods may also be acceptable, subject to City approval.

Tests to be Performed -- The following sampling and testing shall comprise the minimum scope of AT to be routinely completed for commonly used materials unless otherwise modified by the contract documents for a specific project, unless determined to be minor quantities by the RE, or as otherwise approved in writing by the Director of Public Works or the City Engineer.

Aggregate Base (AB) - Sieve Analysis, Sand Equivalent, R-Value and Maximum Density (Relative Compaction) for each new source and In-Place Density for AB sampled at the site.

Aggregate Sub-base (ASB) - Sieve Analysis, Sand equivalent, R-Value and Maximum Density for each new source and In-Place Density for AB sampled at the site.

Asphalt Concrete (AC)- Sieve Analysis for aggregate sampled at the plant. Asphalt Content and Maximum Density for each new source and mix design and In-Place Density for AC sampled at the site. (A Certificate of Compliance may be accepted for Liquid Asphalt.)

Grading and Trench Backfill- Maximum Density and In-Place Density at the site. Structural Concrete - Sieve analysis for aggregate sampled at the plant. (A Certificate of compliance may be accepted for Aggregate Cleanliness, Aggregate Sand Equivalent, Admixtures, and Portland Cement Concrete.) Compressive Strength (Cylinders) at the site.

Where additional sampling and testing not described above is required, it shall be in accordance with Caltrans Frequency Tables (LAPM Exhibit 16-R), and the Caltrans Standard Specifications, unless otherwise modified by the contract documents for a specific project or otherwise approved in writing by the Director of Public Works or the City Engineer.

Frequency -- Sample locations and frequencies may be in accordance with the contract



specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the Caltrans QAP Manual (included as Attachment 1 to this QAP). The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

In-Place density testing for trench backfill shall generally be completed at intervals not exceeding 500 linear feet of trench.

Test Result Reporting Guidelines -- Results should generally be submitted to the RE within three working days of sampling, or as dictated by the construction schedule, except as listed below:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. Results may be expedited by using fax, telephone, or e-mail.

Summary Logs -- Material Testing Summary Logs shall be maintained by the RE for each material requiring multiple sampling and testing. Log data shall include station location, test sample depth, approximate quantity of sample material, test result, and tester identification.

Minor Materials/Quantities -- Relatively minor quantities of materials from a known, reliable source may be accepted without testing if the RE performs visual examination of the materials; or the manufacturer or supplier certifies that the material furnished complies with specification requirements.

Such records of acceptance shall be placed in the RE's project files with related inspection notes. The following quantities are approximate amounts of maximum allowable minor materials/quantities:

Aggregates and Sub-Aggregates (other than Portland Cement Concrete) - 100 tons per day or 500 tons per project.

Bituminous Mixtures - 50 tons per day.

Bituminous Materials - 100 gallons per project.

Trench Compaction - 100 linear feet of trench.

Re-Testing -- Failing test results requires re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test. Cost for repeated tests may be charged to the construction contractor if this has been included in the specifications.

Testing of Manufactured Materials -- During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the Caltrans QAP Manual (included as Attachment 2 to this QAP). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Appendix J of the Caltrans QAP Manual.

If the City request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services. For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

## **8. Independent Assurance Program (IAP)**

Definition -- Independent Assurance Program (IAP) shall be defined as procedures to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated, and personnel are adequately trained on proper testing procedures.

### Applicability

IAP procedures shall be required for federally funded projects on and off the NHS system. For On-NHS projects, IAP procedures shall be in accordance with the Caltrans 'Quality Assurance Program Manual' and shall be completed by Caltrans personnel. For Off-NHS projects, IAP procedures shall be as specified herein unless otherwise modified by the contract documents for a specific project or as otherwise approved in writing by the Director of Public Works or the City Engineer. IAP procedures may also be applied to other street, highway and utility facility projects, both public and private, within the City of Stockton.

IAP Testing Options -- IAP for City projects will generally be performed by contract consultant testers or by other agency personnel. IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

Type and Frequency of IAP -- The following shall comprise the minimum IAP scope to be routinely completed for AT of commonly used materials unless otherwise approved in writing by the Director of Public Works or the City Engineer.

Aggregate Bases and Sub-Bases - Sieve Analysis, Sand Equivalent, Maximum Density and In-Place Density. Witness test and split sample test at intervals not to exceed one year.

Asphalt Concrete - Sieve Analysis for aggregate sampled at the plant and In-Place Density. Witness test and split sample test at intervals not to exceed one year.

Grading and Trench Backfill - Maximum Density and In-Place Density. Witness test and split sample test at intervals not to exceed one year.

Concrete - Compressive Strength (Cylinders). Witness test and split sample test at intervals not to exceed one year.

The IAP frequency for commonly used materials not included above or for contract consultant testers shall be as specified in the consultant laboratory's QAP or as otherwise approved by the City.

Test Result Reporting Guidelines -- Results should generally be submitted to the RE within five working days of sampling, or as dictated by the construction schedule. Results may be expedited by using fax, telephone, or e-mail. IAP results shall be recorded on either the Report of Witness Test (Exhibit 16-F of the LAPM) or the Corroboration Report (Exhibit 16-G of the LAPM).

Summary Logs -- IAP Summary Logs (Exhibit 16-H of the LAPM) shall be maintained by the RE for each material requiring IAP. The summary logs shall be included in the project files.

## **9. Project Certification**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The City shall include the "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer.

A copy of the "Materials Certificate" shall also be included in the project files. The Resident Engineer in charge of the construction shall sign the certificate. All materials

incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Appendix K of the Caltrans QAP Manual for an example.

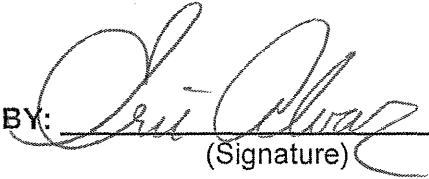
#### 10. Records

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Caltrans Local Assistance Procedures Manual.
- The complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- Sampling and Testing results shall be entered into a "Log Summary," as shown in Appendix H of the Caltrans QAP Manual.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:

  
(Signature)

C57830 6/30/20  
(CE# and Expiration Date)

TITLE:

City Engineer

DATE:

11/16/18

**THIS QAP TO REMAIN IN EFFECT FOR 5 YEARS FROM DATE SHOWN ABOVE**

### Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

#### Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

#### Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

22



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.





Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

24



Division of Local Assistance, Office of Procedures Development and Training  
Quality Assurance Program (QAP) Manual for Use by Local Agencies Revised January 20, 2011



Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

25



Division of Local Assistance, Office of Procedures Development and Training



## Appendix D (continued)

## Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59.	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.



Appendix D (continued)


Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.

28


 Division of Local Assistance, Office of Procedures Development and Training  
 Quality Assurance Program (QAP) Manual for Use by Local Agencies Revised January 20, 2011



Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

29





## Appendix D (continued)

## Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

## Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



## Appendix F - Construction Materials Accepted by a Certificate of Compliance \*

Soil Amendment  
Fiber  
Mulch  
Stabilizing Emulsion  
Plastic Pipe  
Lime  
Reinforcing Steel  
Structural Timber and Lumber  
Treated Timber and Lumber  
Timber and Lumber  
Culvert and Drainage Pipe Joints  
Reinforced Concrete Pipe  
Corrugated Steel Pipe and Corrugated Steel Pipe Arches  
Structural Metal Plate Pipe Arches and Pipe Arches  
Perforated Steel Pipe  
Polyvinyl Chloride Pipe and Polyethylene Tubing  
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints  
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)  
Metal Target Plates  
Electrical Conductors  
Portland Cement  
Minor Concrete  
Waterstop

\* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

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

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

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

**I. PURPOSE**

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

**II. POLICY**

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

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

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

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

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

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

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

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

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

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

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

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

otherwise adversely affecting an employee's or non-employee's employment opportunities.

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

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



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

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

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

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

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

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

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

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

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

- i. Retaliation for making harassment reports or threatening to report harassment.
- D. Affordable Care Act (ACA) Anti-Retaliation  
Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:
1. Receives a health insurance tax credit or subsidy through the Health Care “Marketplace” or “Exchange”, by which can trigger a penalty payable by the employer;
  2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
  3. Testifies in a proceeding concerning such violation;
  4. Assists or participates in a proceeding concerning a violation; or
  5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

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

#### **IV. REPORTING AND COMPLAINT PROCEDURES**

##### **A. Immediate Action Required**

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

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

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

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

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

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

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

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	Directive No. <b>HR-15</b>	Page No. <b>8 of 14</b>
	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

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

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

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

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 9 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

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

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

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

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 10 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

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

**B. Investigative Guidelines**

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

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

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

<b>Subject:</b>	<b>Directive No. HR-15</b>	<b>Page No. 11 of 14</b>
<b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Effective Date:  5/1/2015</b>	<b>Revised From: 7/27/09 4/6/09 3/1/2010 (see below)</b>

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

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**

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

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

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

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



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

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 13 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

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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	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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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

EXHIBIT C  
SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS CHECKLIST

This checklist is provided to assist in ensuring proponents provide all documentation required by the insurance exhibit (Exhibit D). The insurance exhibit details the insurance terms to be met and is controlling.

Insurance Certificate(s)/Endorsement(s):

Certificate of Insurance:

- \_\_\_\_\_ Name of Insured on Certificate matching Company named on Contract
- \_\_\_\_\_ Certificate lists City of Stockton as Additional Insured
- \_\_\_\_\_ Certificate Holder block reads: City of Stockton, Attn: Risk Services, 425 N El Dorado Street, Stockton CA 95202
- \_\_\_\_\_ Insurance Coverages/Limits are correct per the insurance requirements exhibit
- \_\_\_\_\_ General Liability is on occurrence basis
- \_\_\_\_\_ Insurance Company acceptable financial rating (not less than "A: VII," and California Admitted carrier)
- \_\_\_\_\_ Endorsement(s) are attached to the insurance certificate(s)
- \_\_\_\_\_ Declarations and endorsement page for the general liability are attached to the insurance certificate
- \_\_\_\_\_ Additional Insured Endorsement(s) wording: "City of Stockton, its Mayor, Council, Officials, Employees, Agents and Volunteers are Additional Insureds."
- \_\_\_\_\_ Additional insured form is at least as broad as CG 20 10 11 85
- \_\_\_\_\_ Endorsement(s) include:
  - Additional Insured endorsement for:
    - current/ongoing operations (General Liability)
    - completed operations (General Liability)
  - Primary and Non-Contributory (General Liability)
  - Waiver of Transfer of Rights of Recovery Against Others to Us (General Liability)
  - Waiver of Transfer of Rights of Recovery Against Others to Us (Workers' Compensation)

Contract Bond(s):

- \_\_\_\_\_ Name on Bond matches Company name on Contract
- \_\_\_\_\_ Surety Admitted to transact Surety in California
- \_\_\_\_\_ AMB Best Rated at least "A:VIII"
- \_\_\_\_\_ Faithful Performance Bond(s) and Labor & Material Bond(s) at 100% of contract
- \_\_\_\_\_ Maintenance Bond(s) at 20% of contract
- \_\_\_\_\_ Bond(s) signed and sealed by Contractor and Surety

**Exhibit D:**  
**Insurance Requirements**  
(Slurry Seal WD23003C)

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

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

**Self-Insured Retentions**

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

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

### **Other Insurance Provisions**

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

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

***Claims Made Policies (Professional & Pollution only)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Umbrella or Excess Policies***

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

#### ***Acceptability of Insurers***

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

#### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this

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

### *Verification of Coverage*

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

### *Subcontractors*

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

### *Duration of Coverage*

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

### *Surety Bonds*

Contractor shall provide the following Surety Bonds:

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

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate

Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

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

**Certificate Holder Address**

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

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



**LOCAL EMPLOYMENT ORDINANCE  
COMPLIANCE DOCUMENTATION**

**Monthly Report / Final Report *(choose one)***

**for**

**LOCAL STREET RESURFACING PROGRAM  
FY 2022-23 SB1 – SLURRY SEAL  
PROJECT NO. WD23003C**

**CITY OF STOCKTON  
PUBLIC WORKS DEPARTMENT**



**Notice to Proceed: \_\_\_\_\_  
Date**

## General Information

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Type of Contractor's License (s): \_\_\_\_\_

**This page is to be completed by the winning bidder and each subcontractor. Subsequent pages are to be completed by the winning bidder, incorporating input from each subcontractor, at the conclusion of the project.**

## 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	
C	Qualifying number of supervision hours performed at the jobsite	
D	Qualifying number of office hours performed at the jobsite	

Qualifying hours are defined as hours performed by Local Residents.

$$\text{Percent local participation} = \frac{(B + C + D)}{A} \times 100 =$$





## GOOD FAITH EFFORT DOCUMENTATION

### CITY OF STOCKTON PUBLIC WORKS 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 the above information is true and accurate and submitted under penalty of perjury.

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 a finding of non-compliance with the Local Employment Ordinance Provisions, I may be declared by the City to be an irresponsible bidder on future projects.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

## 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."

### WITNESSETH:

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 Public Works 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 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.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless the City of Stockton, its officers, officials, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the

parties that this reimbursement provision assures Contractor is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Contractor shall indemnify, defend, and hold harmless the City of Stockton, its officers, officials, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

The City's acceptance of the insurance certificates required under this Agreement does not relieve the CONTRACTOR from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive. CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**5. STANDARD PLANS AND SPECIFICATIONS.** The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

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

**6. WORKING DAYS.** This work shall be diligently prosecuted to completion before the expiration of XXX WORKING DAYS beginning on the tenth calendar day after the date shown on the Notice to Proceed. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of 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 Public Works, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director of Public Works in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

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

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

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d) <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 Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. [https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2).

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing 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>.
- f. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. The CONTRACTOR to whom the contract is awarded shall ensure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

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

f. SANCTIONS

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

CITY agrees:

**8. COMPENSATION.** To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

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

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

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

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

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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

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

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



ATTEST:  
ELIZA R. GARZA  
CITY CLERK

By: \_\_\_\_\_

CITY:

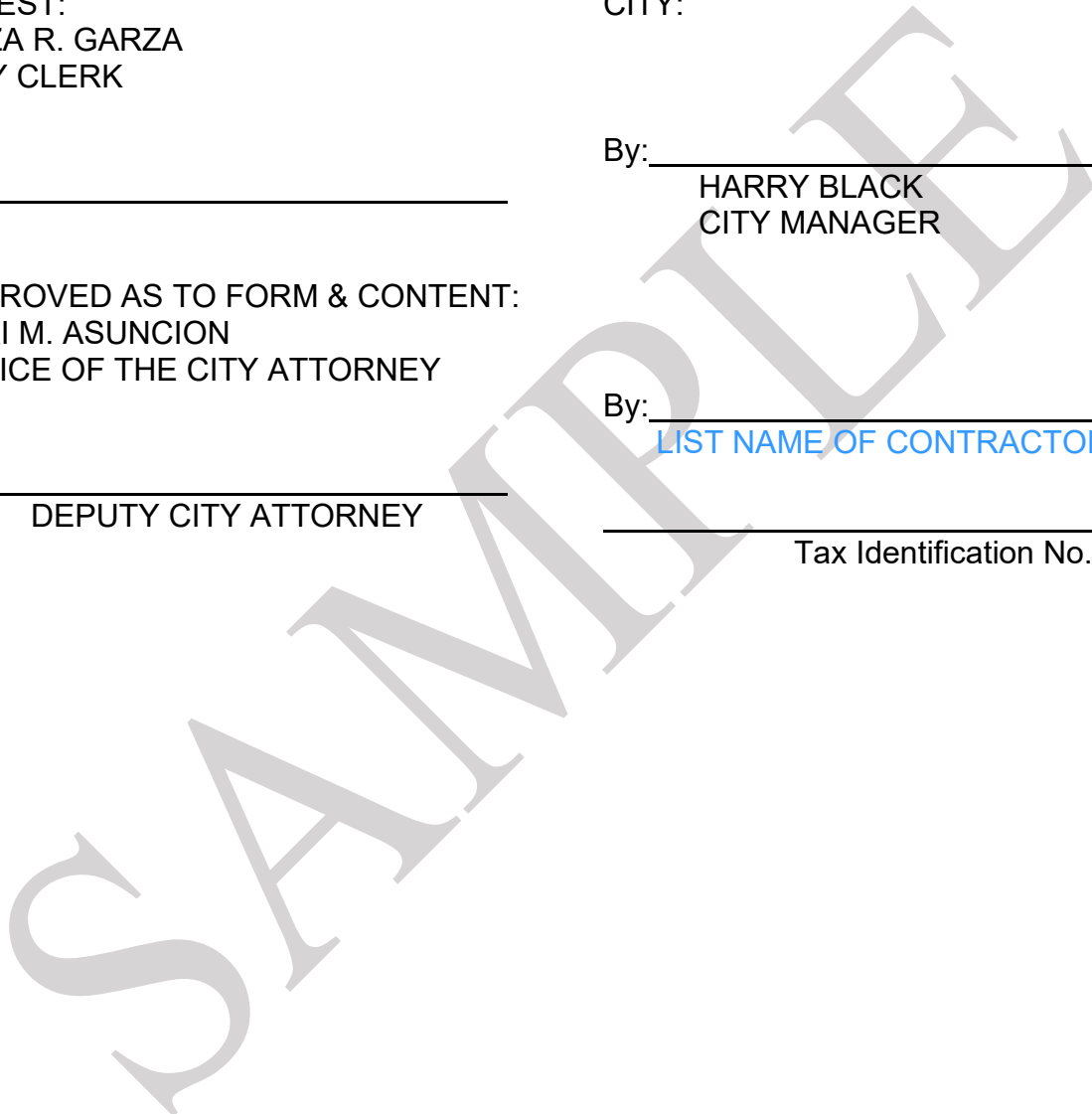
By: \_\_\_\_\_  
HARRY BLACK  
CITY MANAGER

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
LIST NAME OF CONTRACTOR

\_\_\_\_\_  
Tax Identification No.



**EXHIBIT A**

**\*\*\*COPY/PASTE CONTRACTOR'S BID SCHEDULE HERE\*\*\***

SAMPLE

**OBTAIN INSURANCE REQUIREMENT EXHIBIT FROM RISK SERVICES AND  
INCLUDE HERE AS EXHIBIT B**

SAMPLE

PLACE DISCRIMINATION AND HARASSMENT POLICY HERE AS EXHIBIT C

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.

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

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

SIGNED AND SEALED on \_\_\_\_\_

APPROVED AS TO SURETY:

By: \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SURETY

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

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

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

By: \_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT