

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this ___ day of _____ 2019, between the CITY OF STOCKTON, a municipal corporation ("City"), and **CSG CONSULTANTS, INC.** whose address is **1303 J STREET, SACRAMENTO, CA 95814** ("Consultant") for the **SAFE ROUTES TO SCHOOL PRIORITY SAFETY PROJECTS (PROJECT NO. PW1809)**, hereinafter referred to as "Project".

RECITALS

- A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

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

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. COMPENSATION. City shall pay Consultant for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **\$127,636** or as otherwise mutually agreed to in a Contract Amendment.

3. INSURANCE. During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit D** and shall otherwise comply with the other provisions of **Exhibit D**.

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, and hold harmless City, its Mayor, Council, officials, and employees from and

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(Updated 01/24/18)

against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or subcontractors. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the 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 Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant 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 by Consultant 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, Consultant shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, and employees from and against claims, losses, expenses, and costs including, but not limited to, reasonable attorneys' fees, arising out of any claim brought against the City by an employee of Consultant, regardless of whether such claim may be covered by any applicable workers compensation insurance. Consultant'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 Consultant under workers' compensation acts, disability acts, or other employee benefit acts.

5. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **DECEMBER 31, 2021**, unless extended by mutual agreement through the issuance of a Contract Amendment.

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

6. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant 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 E**). The purpose of this policy is to reaffirm the City’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

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

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

d. PREVAILING WAGE RATES

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

as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant 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 Consultant and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The Consultant 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 Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant 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 Consultant, 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. PAYROLL RECORDS - The Consultant 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 Consultant'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. **APPRENTICESHIP STANDARDS** - The Consultant 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.

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

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

9. OWNERSHIP OF WORK. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any,

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and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

11. TERMINATION. The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

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

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

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

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

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

To Consultant: CSG CONSULTANTS, INC.
1303 J STREET
SUITE 270
SACRAMENTO, CA 95814

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

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

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

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

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

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

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

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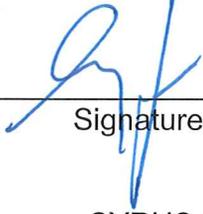
26. **AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

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

CITY OF STOCKTON

CSG CONSULTANTS, INC.

BY: _____
KURT O. WILSON
CITY MANAGER

By:  _____
Signature
CYRUS KIANPOUR
Print Name

ATTEST:

BY: _____
CHRISTIAN CLEGG
DEPUTY CITY MANAGER/
INTERIM CITY CLERK

Title: _____ PRESIDENT _____

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

Detailed Work Plan (Revised 12/13/18)

SECTION

6

CSG has reviewed the RFP for the Safe Routes to School Priority Safety Project (Project) and agrees with the scope of work identified by the City of Stockton (City). To clarify and organize the scope into separate tasks, we have summarized CSG's approach below. Each task identifies the related deliverables which will be reviewed by a QA/QC Manager for completeness, paying attention to see that all bid items are properly defined, and payment sections of the specifications cover all significant cost elements and major items of work. The staff members identified in the organization chart will be assigned to specific tasks, outlined below, according to their strengths and experience to increase task completion efficiency and coordination. The proposed schedule is provided at the end of this section. The scope of services for this project shall consist of the following major tasks, as described in more detail below:

- *Task 1 – Project Management*
- *Task 2 – Background Research*
- *Task 3 – Utility Coordination*
- *Task 4 – Environmental Services*
- *Task 5 – Plans, Specifications and Estimate*
- *Task 6 – Public Outreach*
- *Task 7 – Coordination/Meetings*
- *Task 8 – Design Support During Construction*
- *Task 9 – Preserving and Perpetuating Survey Monuments*
- *Task 10 – Rights of Entry*

TASK 1 Project Management

Upon issuance of a Notice to Proceed, CSG will schedule a Kick Off meeting with the City and relevant utility companies to clearly identify and discuss the project objectives, scope, schedule and budget. At this meeting, points of contact will be established; schedules reviewed; standards and guidelines identified; and expectations communicated. CSG will continue to set up and manage the project, attend design team meetings and provide continuous coordination. CSG will perform quality assurance and quality control prior to each milestone submittal and in conformance to City's Standards. Throughout the entire project, CSG's Project Manager will act as the single point of contact to coordinate the project with the City.

Services under this task may include the following:

- *Kick-off Meeting coordination and attendance*
- *File Setup and Maintenance, Management, and Sharing*
- *Quality Assurance and Quality Control reviews prior to making milestone submittals to City*
- *Schedule updates using Microsoft Project*
- *Monthly invoices*

Task Deliverables:

QA/QC Reviews, Schedule Updates, Invoices, Meeting Minutes

TASK 2 Background Research

CSG will identify and collect existing base maps, right-of-way information, record drawings, utility information, assessor and subdivision maps, survey notes, sample plans and specifications from the City, and other agencies. Review and determine the extent of any extraordinary maintenance or reconstruction that may be needed. Conduct site reconnaissance of the project site and perform visual assessment of existing site condition and evaluate project impacts to existing roadway and utility improvements and confirm the project scope and approach with City staff.

2.1 Field Investigation

CSG will conduct field investigation to develop base mapping for the project and identify project issues. Street and lane widths will be determined based on field measurements taken at representative cross sections to supplement available existing high-resolution imagery. Existing surface facility locations and types will be field verified to assist in utility coordination efforts.

Visual field assessment of existing site conditions will include the following:

- Existing surface facilities (curb ramps, pavement markings, aboveground and underground utilities, monuments, traffic signals, street furniture, traffic signs, street trees)
- Features on adjacent properties (fences, walls, walkways, signage)
- Pavement conditions

2.2 Topographic Survey

Ridgeline Engineering will perform land surveying services which include horizontal and vertical controls along with topographic survey. Coordinate with the City to attain the necessary permitting and documentation required.

Ridgeline Engineering will perform field survey up to a total of fourteen (14) curb ramps within the project areas requiring ADA compliance. The limits will include the selected curb ramps to be upgraded and up to 50' from each curb return. Locate striping, markings, lip of gutter, flowline, top of curb, back of sidewalk, and ground shots up to right of way limits. Locate driveways, pathways, conform location and 25' beyond, visible utilities such as utility covers, lids, pull boxes, traffic poles, cabinets, signs, drain inlets, trees, light poles, wood poles, fences, manholes, monuments, and other visible features within the survey limits. Map topographic survey data in an AutoCAD based drawing.

Task Deliverables:

- AutoCAD Base File
- Survey Data Point Files

2.3 Right of Way and Mapping

CSG Team will collect and review available right of way and boundary mapping and record documentation. It is anticipated that the proposed improvements will be constructed within the public right of way. CSG will establish the right of way boundaries at up to two (2) school locations if needed.

Task Deliverables:

- Review Available Right of Way Maps, Records of Survey, Parcel Maps and Subdivision Maps
- AutoCAD file with Topographic Survey Data, and Right of Way Information if necessary

TASK 3 Utility Coordination

CSG will coordinate with various utility companies, including Cal Water Service Company, PG&E, AT&T, Comcast, that have facilities within the project area to request mapping of their facilities in the area, minimize utility conflicts, and notify utility companies of facilities or covers which need to be relocated or adjusted to grade because of the proposed improvements. Utilities impacted by the proposed improvements within the project area will be shown on plans. CSG will prepare and submit relocation exhibits if deemed necessary and Utility A, B, and C letters with correspondences to utility companies and the City. CSG will meet with representatives from utility companies, if needed, to discuss and resolve any potential conflicts.

Task Deliverables:

- Correspondences with various utility companies
- Prepare Utility A, B and C Letters
- Prepare Relocation Exhibits if needed

TASK 4 Environmental Services

LSA will support the City in preparing environmental clearance documentation for the Projects. Based on a review of the existing conditions and the proposed improvements, LSA is recommending that the proposed project be processed as a California Environmental Quality Act (CEQA) Categorical Exemption (CE). Pursuant to CEQA Section 15301(c), the project would be exempt because it consists of minor construction, repair and maintenance of existing streets and does not introduce an expansion of use beyond existing conditions. Additionally, the project is not anticipated to result in a major disturbance to environmental resources, since the project would occur entirely within the existing City right-of-way.

LSA has prepared the following scope of services for the proposed project, in accordance with the scope of services requested:

4.1 Data Collection and Review

LSA will collect and review available aerial imagery and applicable planning documents to assess the existing conditions.

4.2 CEQA Document Preparation

LSA will prepare a brief memorandum that will provide an assessment of project impacts under the various resources. Based on LSA's understanding of the project, a CEQA CE is the appropriate CEQA determination. The memorandum will provide staff with the basis for preparing the staff report to present to the City Council. LSA allocate an hour to revise the memorandum per City's comments, if needed.

4.3 Project Management and Meetings

LSA will participate in a kickoff meeting for the project by phone. LSA's Project Manager will undertake a variety of general project management tasks throughout the process of preparing the environmental documentation and coordinating with the City, including coordination of the day-to-day activities associated with the project and monitoring the scope, budget, and scheduling of the project. Other project management tasks include: regular client contact; contract management; assistance to team members; schedule coordination; and development of products. LSA will provide written documentation of all substantive project developments in the form of client emails and/or phone conversation records and will follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

LSA's Principal-in-Charge will ultimately be responsible for quality assurance for all work undertaken and will review all text, tables, and graphics before these materials are presented as administrative review documents. The Principal-in-Charge will also be available for consultation on environmental review procedural matters, and strategy.

Task Deliverables:

- Memorandum summarizing finding for CEQA Categorical Exemption
- CEQA Notice of Exemption

TASK 5 Plans, Specifications and Estimate

CSG's Team will use topographic survey and available aerial photos (i.e. Google Maps) to prepare base map showing existing street improvements, and existing utility information to facilitate for the design of necessary improvements. The team will coordinate with City staff to determine the format and setup of plan sheets for the project. A preliminary index schematic will be prepared for City review and concurrence.

5.1 Prepare 35%, 65% and 95% PS&E Package and 100% Check Print

CSG will prepare base map and develop plans, specifications, and engineer's estimate at the 35%, 65% and 95% design level in accordance with the latest City, Caltrans, and California MUTCD Standard. A response matrix will be prepared listing City's review comments and CSG's responses to those comments. Agreed upon comments will be incorporated. The original redlined comments from the City will be returned with the succeeding submittals. The plans will provide sufficient detail to construct the proposed improvements. A 100% check print will be prepared and submitted for editorial purposes. The plans will be based on the following table which reflects the types and numbers of anticipated plan sheets:

SHEET DESCRIPTION	ESTIMATED SHEETS
Title/General Notes/Key Map/Typical Sections	2
Demolition Plan	3
Layout Plan	4
Construction Details	5
Signing and Striping	4
RRFB Plan and Details	1
Erosion Control/Pollution Prevention Plan	1
Total	20

Assumption: The number of sheets shown in above table may change based on the final determination during design

CSG will also provide technical specifications. The special specification will be prepared in Caltrans format and in accordance with applicable City Standards. It is assumed that general provisions ("front end" boilerplate) will be provided by the City in Microsoft Word document format for a similar type of project. CSG will tailor these general provisions for the project, incorporating any required specifications to conform to local funding requirements.

Services under this task may include the followings:

- Prepare base map showing existing improvements
- Perform vehicle turning movement analysis around proposed bulbouts using AutoTurn

- *Develop and update Plans at 35%, 65% and 95% design stages*
- *Review and respond to City's comments in a matrix spreadsheet format*
- *Develop and update Technical Specifications in City's "boiler plate" format using Microsoft Word*
- *Perform quantity takeoffs, generate and update Engineer's Construction Cost Estimates using Microsoft Excel*
- *Prepare and submit 35%, 65% and 95% PS&E Packages and 100% Check Prints*

Task Deliverables:

- *Base Map*
- *Seven (7) sets of Plans (24"x36"), Specifications and Engineer's Estimates in each submittal stage*
- *City design review comment matrix along with red-lined mark-up in each submittal stage*

5.2 Prepare Bid Set PS&E Package

CSG will review comments from the 100% submittal and prepare a Final, construction-ready set of documents, including plans, Engineer's Estimate, and Specifications. This will represent the Final submittal of the PS&E on mylars for approval by the City.

Task Deliverables:

- *One (1) 24"x36" mylar set of the plans, signed and stamped on each sheet*
- *One (1) hard copy set of the specifications, signed and stamped, printed single-sided*
- *One (1) hard copy set of the Engineer's Construction Cost Estimate*
- *One (1) CD with digital copy of all documents in AutoCAD, PDF and native format*

TASK 6 Public Outreach

CSG Team understands that public outreach is critical to the City's success in completing this SRTS Project. Our goal in public outreach is to be a value-added service by increasing public awareness and understanding of the project to ultimately secure public buy-in and make the public a proponent of the project. To achieve this objective, VSCE would engage the City in establishing an Outreach Plan as follows.

Outreach Plan Design

Work with City staff to collect current project information and organize a public outreach meeting, review existing project outreach work done previously, and confirm outreach goals with the City. Assist the City in developing initial and ongoing messages and story themes to identify how the public fits into the project. Discuss with the City identified issues and potentially disrupting activities to determine project impacts: i.e., political background, historic involvement, transit impact, business and homeowner impact, schools, emergency response, churches, recreation.

Communication

Develop a public outreach plan with schedule of a total of seven (7) public meetings. One meeting will be held in each of the schools and a target community meeting for all public. Publicize the meetings, create display boards, lead the meetings, answer questions and maintain a list of participants.

Material Production

Develop collaterals for the meeting, including information flyers, press releases, residential door hangers, internet-based communication and social media (Facebook, Twitter, project website), 24/7 phone line and mobile device applications.

Project Status Update

Attend project status meetings, provide public notices when required, work with the City to address and resolve any complaints, provide a monthly project status update newsletter, work with the City and Stockton Unified School District to maintain project updates on websites.

Post-Project Report

Compile a post project report with an overview of the public information and public involvement activities.

Task Deliverables:

- *Public Outreach Plan*
- *Meeting Invitation Materials*
- *Exhibits and Presentations for public viewing*
- *Attending Public Meetings (up to 7 total)*
- *Post Project Report*

TASK 7 Coordination/Meetings

CSG will attend design review meetings after receiving the City review comments at 35%, 65% and 95% submittals. CSG will attend, pre- and post-construction meetings as required. CSG will be responsible for coordination between City and subconsultants involved in the project.

Services under this task may include the following:

- *Design review meetings (up to 3 total) with City*
- *Coordination with City, Subconsultants*
- *Attend pre- and post-construction meetings*
- *Attend construction meetings with contractor if needed*

Task Deliverables:

- *Meeting Agendas and Minutes*

TASK 8 Design Support During Construction**8.1 Bidding Support Services**

CSG will assist the City during bidding to respond to contractors' questions and Requests for Information (RFIs), support the City's efforts to respond to RFIs, and develop addenda, as needed.

Task Deliverables:

- *Responses to RFIs*
- *one addendum*

8.2 Construction Support Services

CSG will assist the City during construction and provide the following support services:

- *Provide clarifications, as required, of construction documents and respond to Contractor's Requests for Information (RFIs).*
- *Review and approval of sample and material submittals specified in Contract Documents which impact the design.*
- *Review of any proposed substitutions for conformance to the Contract Documents.*
- *Responding to Construction Change Orders (CCOs) and review of Requests for Quotations, if needed. Our staff is highly responsive to requests received during construction and understands that timely are crucial in avoiding construction delays and claims.*
- *Assist the City Inspector with specific design issues during construction*

Task Deliverables:

- *Responses to RFI, submittal and CCOs*

8.3 As-Built Drawings

CSG will prepare As-Built Drawings per redlines provided by the Contractor. The As-Built Drawings will reflect all change orders, accommodations and adjustments to all improvements constructed.

Task Deliverables:

- *One set hard copy of As-Built Drawings in 24"x36" mylars*
- *Electronic format in AutoCAD and PDF of the As-Built Drawings*

TASK 9 Preserving and Perpetuating Survey Monuments

CSG Team will perform surveys for up to three (3) monument perpetuations. State law, as defined in Section 8771 of PLS Act, requires that survey monuments in roadways that may be compromised by construction be preserved and/or re-set. Upon visual discovery of a monument, locate the monument and set nearby reference ties to each monument. Prepare a Corner Record Card "A" prior to construction and submit to the County Surveyors Office. After Construction, any monument proven to have been compromised by the project will be re-set. Prepare a Corner Record Card "B" and submit to the County Surveyors Office depicting the location and character of the new monument. CSG Team will assume that this task will include the re-setting and installation of affected monuments with either iron pipes or nails and washers by the contractor.

Task Deliverables:

- *Corner Records, up to 3 Monument Perpetuations*

TASK 10 Rights of Entry

CSG will assist the City to obtain rights of entry from property owners where the work will be required on their properties. CSG will send letters to property owners with a right of entry form provided by the City and include any exhibits showing the proposed improvements on the properties. If it is determined that the proposed road diet project will encroach onto Caltrans right of way along 8th Street between Interstate 5 on and off ramps and French Camp Turnpike, CSG will coordinate with Caltrans to discuss the proposed improvements and obtain approval on the design of the proposed improvements as an additional service. CSG will also assist the City to secure encroachment permit for construction as an additional service.

Task Deliverables:

- *Rights of Entry from Property Owners*
- *Caltrans Encroachment Permit (if needed)*

CITY OF STOCKTON - SAFE ROUTES TO SCHOOLS PRIORITY SAFETY PROJECTS RESOURCE ALLOCATION ESTIMATE (REVISED BY CSG, 12/13/2018)										
Task Description	CSG Consultants, Inc.					Sub-consultants				Grand Totals (CSG & Subs)
	Principal Engineer	Senior Engineer	Assistant Engineer	CSG Totals		Ridgeline Engineering (Survey)	LSA Associates (Environmental)	VSC, Inc. (Outreach)	Wallace Kuhl & Associates (Geotechnical)	
Category	\$185	\$150	\$130	Hours	Cost	Cost	Cost	Cost	Cost	Cost
TASK 1 - Project Management										
Kickoff meeting	2	2		4	\$670					\$670
Project Management	8			8	\$1,480					\$1,480
QA/QC	16			16	\$2,960					\$2,960
Subtotal - Task 1	26	2	0	28	\$5,110	\$0	\$0	\$0	\$0	\$5,110
TASK 2 - Background Research										
Field Investigation	4	8	8	20	\$2,980					\$2,980
Topographic Survey				0	\$0	\$25,000				\$25,000
Right of Way and Mapping		10	48	58	\$7,740					\$7,740
Subtotal - Task 2	4	18	56	78	\$10,720	\$25,000	\$0	\$0	\$0	\$35,720
TASK 3 - Utility Coordination										
Utility Coordination		8		8	\$1,200					\$1,200
Utility Map Request			8	8	\$1,040					\$1,040
Subtotal - Task 3	0	8	8	16	\$2,240	\$0	\$0	\$0	\$0	\$2,240
TASK 4 - Environmental Services										
Data Collection & Review				0	\$0		\$1,830			\$1,830
CEQA Document Preparation				0	\$0		\$3,317			\$3,317
Project Management and Meetings	2			2	\$370		\$1,420			\$1,790
Subtotal - Task 4	2	0	0	2	\$370	\$0	\$6,567	\$0	\$0	\$6,937
TASK 5 - Plans, Specifications and Estimate										
35% PS&E Package	2	32	40	74	\$10,370					\$10,370
65% PS&E Package	2	60	80	142	\$19,770					\$19,770
95% PS&E Package	2	32	60	94	\$12,970					\$12,970
100% Check Print PS&E Package	2	10	12	24	\$3,430					\$3,430
Bid Set PS&E Package	2	6	8	16	\$2,310					\$2,310
Subtotal - Task 5	10	140	200	350	\$48,850	\$0	\$0	\$0	\$0	\$48,850
TASK 6 - Public Outreach										
Public Outreach Plan	2			2	\$370			\$822		\$1,192
Communications	6			6	\$1,110			\$4,935		\$6,045
Material Production				0	\$0			\$3,290		\$3,290
Project Status	2			2	\$370			\$3,290		\$3,660
Post Project				0	\$0			\$822		\$822
Subtotal - Task 6	10	0	0	10	\$1,850	\$0	\$0	\$13,159	\$0	\$15,009
TASK 7 - Coordination/Meetings										
Design Review Meetings (up to 3 total)	6			6	\$1,110					\$1,110
Attend Pre- and Post- Construction Meetings (up to 2 total)	4			4	\$740					\$740
Subtotal - Task 7	10	0	0	10	\$1,850	\$0	\$0	\$0	\$0	\$1,850
TASK 8 - Design Support During Construction										
Bidding Support Services	2	2		4	\$670					\$670
Construction Support Services	2	4		6	\$970					\$970
As-Built Drawings		4	12	16	\$2,160					\$2,160
Subtotal - Task 8	4	10	12	26	\$3,800	\$0	\$0	\$0	\$0	\$3,800
TASK 9 - Preserving and Perpetuating Survey Monuments										
Monument Perpetuation (Up to 3)		12	24	36	\$4,920					\$4,920
Subtotal - Task 9	0	12	24	36	\$4,920	\$0	\$0	\$0	\$0	\$4,920
TASK 10 - Rights of Entry										
Coordination for Rights of Entry from Property Owners	2	2	4	8	\$1,190					\$1,190
Caltrans Encroachment Permit (If Necessary)	2	4	8	14	\$2,010					\$2,010
Subtotal - Task 10	4	6	12	22	\$3,200	\$0	\$0	\$0	\$0	\$3,200
Task 11 - Optional Services										
Subtotal - Task 11	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ALL TASKS (without Optional Task)	58	196	312	566	\$82,910	\$25,000	\$6,567	\$13,159	\$0	\$127,636

City of Stockton
SAFE ROUTES TO SCHOOLS PRIORITY SAFETY PROJECTS
(CITY PROJECT NO. PW1809)
CSG Consultants, Inc. - Project Schedule (Revised on 12/13/18)

ID	Task Name	Duration	Start	Finish	2020												2021												
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
1	Project Management	377 days	Tue 4/2/19	Wed 9/9/20	Project Management																								
2	Notice to Proceed	0 days	Tue 4/2/19	Tue 4/2/19	4/2																								
3	Kick Off Meeting	1 day	Wed 4/3/19	Wed 4/3/19	4/3																								
4	Obtain City Encroachment Permit for Surveys	5 days	Thu 4/4/19	Wed 4/10/19	4/10																								
5	Subconsultant Coordination	75 wks	Thu 4/4/19	Wed 9/9/20	9/9	Subconsultant Coordination																							
6	Background Research	40 days	Thu 4/11/19	Wed 6/5/19	Background Research																								
7	Collect and Review Record Files	10 days	Thu 4/11/19	Wed 4/24/19	4/24																								
8	Topographic Surveys	30 days	Thu 4/11/19	Wed 5/22/19	5/22																								
9	Right of Way Map Research (if needed)	10 days	Thu 5/23/19	Wed 6/5/19	6/5																								
10	Utility Research and Coordination	30 days	Thu 4/11/19	Wed 5/22/19	5/22																								
11	Public Outreach	105 days	Thu 4/4/19	Wed 8/28/19	Public Outreach																								
12	Prepare & Distribute Notices and Right of Entry Letters	15 days	Thu 4/4/19	Wed 4/24/19	4/24																								
13	Receive Right of Entry	15 days	Thu 4/25/19	Wed 5/15/19	5/15																								
14	Caltrans Encroachment Permit (Optional if needed)	60 days	Thu 6/6/19	Wed 8/28/19	8/28	Caltrans Encroachment Permit (Optional if needed)																							
15	Environmental Approval	60 days	Thu 4/4/19	Wed 6/26/19	Environmental Approval																								
16	Prepare CEQA Documents	30 days	Thu 4/4/19	Wed 5/15/19	5/15																								
17	CEQA Review and Approval	30 days	Thu 5/16/19	Wed 6/26/19	6/26																								
18	PS&E Design	169 days	Thu 6/6/19	Tue 1/28/20	PS&E Design																								
19	Prepare 35% PS&E	30 days	Thu 6/6/19	Wed 7/17/19	7/17																								
20	Submit 35% PS&E to City	0 days	Wed 7/17/19	Wed 7/17/19	7/17																								
21	City Review	10 days	Thu 7/18/19	Wed 7/31/19	7/31																								
22	Design Team Meeting #1	1 day	Thu 8/1/19	Thu 8/1/19	8/1																								
23	Prepare 65% PS&E	6 wks	Fri 8/2/19	Thu 9/12/19	9/12																								
24	Submit 65% PS&E to City	0 days	Thu 9/12/19	Thu 9/12/19	9/12																								
25	City Review	2 wks	Fri 9/13/19	Thu 9/26/19	9/26																								
26	Design Team Meeting #2	1 day	Fri 9/27/19	Fri 9/27/19	9/27																								
27	Prepare 95% PS&E	4 wks	Mon 9/30/19	Fri 10/25/19	10/25																								
28	Submit 95% PS&E to City	0 wks	Fri 10/25/19	Fri 10/25/19	10/25																								
29	City Review	2 wks	Mon 10/28/19	Fri 11/8/19	11/8																								
30	Design Team Meeting #3	1 day	Mon 11/11/19	Mon 11/11/19	11/11																								
31	Prepare 100% PS&E	2 wks	Tue 11/12/19	Mon 11/25/19	11/25																								
32	Submit 100% PS&E to City	0 days	Mon 11/25/19	Mon 11/25/19	11/25																								
33	City Review	2 wks	Tue 11/26/19	Mon 12/9/19	12/9																								
34	Prepare Final PS&E Package to City	5 days	Tue 12/10/19	Mon 12/16/19	12/16																								
35	Submit Final PS&E Package to City	0 days	Mon 12/16/19	Mon 12/16/19	12/16																								
36	City Council Approval of Final PS&E Package	0 days	Tue 1/28/20	Tue 1/28/20	1/28	City Council Approval of Final PS&E Package																							
37	Bid Phase Support	45 days	Wed 3/4/20	Tue 5/5/20	Bid Phase Support																								
38	Advertise for Bid	21 days	Wed 3/4/20	Wed 4/1/20	4/1	Advertise for Bid																							
39	Open Bids	0 days	Wed 4/1/20	Wed 4/1/20	4/1	Open Bids																							
40	Negotiate Contract	10 days	Thu 4/2/20	Wed 4/15/20	4/15	Negotiate Contract																							
41	City Council Approval of Contract	0 days	Tue 5/5/20	Tue 5/5/20	5/5	City Council Approval of Contract																							
42	Construction Support	82 days	Tue 5/26/20	Thu 9/17/20	Construction Support																								
43	Pre-Construction Meeting	0 days	Tue 5/26/20	Tue 5/26/20	5/26	Pre-Construction Meeting																							
44	Construction	10 wks	Tue 6/16/20	Mon 8/24/20	8/24	Construction																							
45	Prepare As-Built Drawings	10 days	Tue 8/25/20	Mon 9/7/20	9/7	Prepare As-Built Drawings																							
46	Close-out	0 days	Thu 9/17/20	Thu 9/17/20	9/17	Close-out																							

REV 2017_09_01

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit D:
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

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

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Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **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.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** 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 Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

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

Waiver of Subrogation

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

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Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

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

Claims Made Policies (note – applicable only to professional liability)

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

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Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
400 E Main Street, 3rd Floor – HR
Attn: City Risk Services
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

I. PURPOSE

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

II. POLICY

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

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

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

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

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

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

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

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

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

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**

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

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

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**

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

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

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**

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

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

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

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

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

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

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

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

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

B. Investigative Guidelines

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

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

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supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

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

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

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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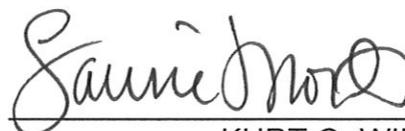
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

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