

**PROFESSIONAL SERVICES CONTRACT  
(for non-federal projects)**

THIS CONTRACT is entered into this \_\_\_ day of \_\_\_\_\_ 2025, between the CITY OF STOCKTON, a municipal corporation ("City"), and **R.E.Y. ENGINEERS, INC.** whose address is **905 SUTTER STREET, STE. 200, FOLSOM, CA 95630** ("Consultant") for the **STREET RESURFACING ON FEDERAL-AID STREETS FY 2024-25 (PROJECT NO. WD25006)**, 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 **\$282,922.00** 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.** Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and

its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the City of Stockton unless caused at least in part by the Design Professional. The City of Stockton agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

**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 **JUNE 30, 2028**, 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).  
<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964>

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](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 ensure 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 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> 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 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 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.

E. **SANCTIONS**

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

**7. 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, 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.

**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: R.E.Y. Engineers, Inc.  
905 Sutter Street, Ste. 200  
Folsom, CA 95630

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.

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

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

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

**24. SEVERABILITY.** The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation

of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

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

**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**

**R.E.Y. ENGINEERS, INC.**

By: \_\_\_\_\_  
STEVE COLANGELO  
INTERIM CITY MANAGER

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

ATTEST:

JAMES FISHER  
Print Name

BY: \_\_\_\_\_  
KATHERINE ROLAND, CMC, CPMC  
CITY CLERK

Title: PRESIDENT

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

## Detailed Work Plan

### SCOPE OF SERVICES

#### Task 1: Background Research

##### Research

R.E.Y. will begin by researching and reviewing existing topographic mapping, right-of-way maps, “as-built” plans, record maps, and assessor maps. We will then conduct a field reconnaissance of the project area to review the existing improvements, equipment, bus stop locations, intersection geometrics, posted speed limit signs, and on-street parking.

##### Control and Topographic Surveys

Following the background research, R.E.Y. will proceed with the control and topographic surveys. Unless otherwise desired by the City, horizontal control surveys will originate from primary and/or secondary survey control monuments shown on the “Record of Survey of the City of Stockton Horizontal Control System Phase XIV”, recorded in Book 35 of Surveys, at Page 5, based on NAD83, 1991.35 Epoch. Vertical control will be based on City of Stockton, NAVD88 datum, tying into several of the City benchmarks within the project limits.

Due to the level of detail necessary for this project, R.E.Y. will utilize our **Mobile Terrestrial Laser Scanning (MTLS)** technology for data collection. This project includes 6,500’ of roadway. Each roadway will be driven a minimum of two times in each direction with our Riegl VMX-250 Mobile Laser Scanning System. This redundant coverage will result in a very strong relative adjustment solution, prior to adjusting to ground control. The project will be pre-marked with 18 targeted Ground Control Points (GCPs). These GCPs will be positioned horizontally and vertically, based on City survey control, and the LiDAR data will be adjusted to them to ensure absolute accuracies in compliance with ADA data collection standards.

From the acquired, adjusted, and georeferenced LiDAR data, R.E.Y. will compile visible planimetrics, topography, digital terrain model (DTM) features and utilities at a maximum 25-foot interval into a traditional 3D CAD file, as well as perform the data extraction. The 3D CAD file will be from edge of pavement to edge of pavement except in those locations where ADA ramp analysis and design are needed.

Supplemental field surveys will be performed to QC the compiled mapping, positively I.D. utilities, measure inverts and in-fill areas that are not visible in the point cloud, due to obstructions. Obstructions typically include solid fences, thick vegetation, and parked vehicles. The final CAD topographic map will exhibit 1-foot contours, spot elevations, and pertinent surface and physical features.

##### Base Map

At six (6) curb return locations where there is a higher chance of construction encroaching into private property, the existing right-of-way will be determined. Field surveys will be required to recover monuments that either mark the right-of-way, are along the street centerline, or on nearby side streets. Currently, it is assumed that all work will be performed within the City’s right-of-way and no right-of-way or easement acquisition services will be required.

##### Pavement Design Memo

Following the Kickoff Meeting, our team will examine relevant existing as-built construction drawings, past pavement maintenance records, and repair history to assess the condition of each roadway over time. As required by law, at least three (3) days prior to the start of field exploration activities, we will conduct a brief site reconnaissance to mark the site for underground clearance by Underground Service Alert (USA). As required, we will mark out the proposed subsurface exploration area for USA clearance with white paint on the ground surface.

After applying for and receiving our no-fee encroachment permit from the City, clearance from the USA ticket respondents, and upon confirmation of zero underground utility conflicts, subsurface conditions will be explored by drilling six (6) to eight (8) borings up to five (5) feet deep with a truck-mounted drill rig equipped for hollow stem auger drilling. Based on our review of the project

site, we expect the site will be accessible to truck-mounted drilling equipment. Required traffic control will be provided during the field exploration.

After completing the field investigation, our team may conduct laboratory tests on selected asphalt cores and soil samples collected during the field exploration to refine the initial soil classifications recorded on the field logs prepared by our field engineer during drilling. Geotechnical laboratory testing may include the following:

- AC core unit weight and thickness (ASTM D2726, ASTM D3549)
- Natural water content (ASTM D2216)
- Grain-size analyses (ASTM D422)
- Atterberg liquid and plastic limits (ASTM D4318)
- R-value (ASTM D2844)

Upon completion of the site visit, field exploration, and any required laboratory testing, our team will prepare a memorandum that summarizes our observations, conclusions, and recommendations. Our memo will include a summary of the existing pavement conditions; including the type, extent, and severity of distresses; site plan of the project area; narrative description of the field exploration activities; and recommendations for pavement treatment and rehabilitation methods.

The draft memo will be submitted to the City for review. After the City's review, we will meet with the City to discuss the recommendations and select the pavement treatments for each street. Following our meeting with the City, we will prepare a final memo summarizing the selected pavement treatments.

### **Pavement Distress Map**

We are anticipating that the selected pavement treatments will require leveling and base repairs (digouts). To more accurately define the areas of pavement distress, we will use our LiDAR data to perform a semi-automated pavement analytic process using our TopoDOT software. This process will create a plane on the roadway using the extracted crown and edges of pavement and then measure data returns in the point cloud above and below that plane. We will then output a .dwg file that identifies pavement distress and categorizes the distress as low, medium, and high. Once identified, these locations will be analyzed for areas for leveling and digouts during the design process.

Using this information, we will prepare a Pavement Distress Map identifying the recommended leveling and digout locations. Following the preparation of the Pavement Distress Map, we will perform a site walk with the City to further refine the limits of leveling and digouts.

#### **DELIVERABLES:**

- Topographic Survey (.dwg)
- Base Map (.dwg)
- Draft and Final Pavement Design Memo (.pdf)
- Pavement Distress Map (.pdf)

### **Task 2: Environmental Services**

Not applicable.

### Task 3: Utility Coordination

R.E.Y. will manage the utility investigations for this project following the Caltrans LAPM utility coordination process.

#### Utility Letter “A”

Shortly after the project kickoff meeting and prior to the topographic survey, the R.E.Y. team will begin its coordination with the local utility companies by sending out requests for owners’ facility maps. The letters will include a project limits map and request the utility owners to respond within 10 business days. Using the maps received, the digital base files will be updated accordingly to reflect the horizontal location of the existing facilities.

#### Utility Letter “B”

We do not anticipate the need for non-destructive or destructive (i.e. potholing) utility locating to identify utility conflicts. During the 65% design process, we will review the design for potential utility conflicts and document identified conflicts on a Utility Conflict Resolution Map.

R.E.Y. will then contact the affected utility owners and request a Conflict Resolution Plan and Liability Determination (Utility Letter “B”). The letter will include two sets of half-sized 65% Plans and the Utility Conflict Resolution Map to help expedite the conflict resolution process.

#### Utility Letter “C”

Per the Caltrans LAPM, specific documents must be completed and obtained from utility owners prior to obtaining right-of-way clearance and authorization to proceed with construction. We anticipate that only minor grade adjustments to local agency owned facilities and/or utility purveyors will be needed, with 100% liability determination assigned to utility owners. We also assume that the relocations/adjustments will be made by the City’s contractor during construction of this project. As such, we anticipate completing the following Caltrans LAPM forms will be required:

- Exhibit 14-C: FHWA Specific Authorization/Approval of Utility Agreement
- Exhibit 14-D: Notice to Owner (NTO)
- Exhibit 14-E: Report of Investigation (ROI)
- Exhibit 14-F: Utility Agreement
- Exhibit 14-I: Local Agency/Utility Owner Special Agreement

During the 100% design process, we will prepare and coordinate approval of these LAPM forms with Caltrans. Once the forms are approved by Caltrans, we will provide the final NTO (Utility Letter “C”) to the utility owner.

#### Right-of-Way Clearance Memo

After all utility conflicts have been resolved, the R.E.Y. team will prepare and submit a Utility Clearance Memo. This memo will be incorporated into the City’s request for R/W Certification.

#### Utility Company Meetings

Throughout the utility coordination process, R.E.Y. will hold up to two (2) meetings with affected utility companies. The meetings will serve to review identified utility conflicts in the field, confirm the proposed utility relocations, and coordinate schedules for the relocation work.

#### DELIVERABLES:

- Utility Letter “A” (.pdf)
- Utility Letter “B” (.pdf)
- Utility Letter “C” (.pdf)
- Right-of-Way Clearance Memo (.pdf)
- Up to two (2) utility company meeting agendas and minutes (.pdf)

## Task 4: Plans, Specifications, and Estimate (PS&E)

The necessary improvements will be designed in accordance with the City of Stockton Standard Plans and Specifications, Caltrans Standard Plans and Specifications, the current California MUTCD, and the American Disabilities Act (ADA) guidelines, as appropriate. R.E.Y. will prepare a complete set of plans, technical specifications, and estimate documents for this project.

The segments of failed curb, gutter, and sidewalk being removed and replaced as part of the project will be generally identified on the plans and conservative quantities will be provided for the construction management team to address in the field with the contractor during construction. We do not anticipate that removing and replacing the failed curb, gutter, and sidewalk segments will require a detailed design. These replacements can be fitted in the field, impacting only the existing curb, gutter, and sidewalk.

The plans are anticipated to include the following sheets:

- Title
- Legend and Abbreviations
- Typical Sections
- Details
- Project Control
- Demolition Plan
- Curb Ramp Details
- Paving Plan
- Striping Plan
- Temporary Erosion Control Plan

### 65% & 90% PS&E

PS&E documents will be submitted to the City for review at the 65% and 90% stages. We will provide one set of the plans (.pdf), technical specifications (.pdf & .docx), and the engineer's estimate (.pdf & .xlsx) at each milestone submittal. The City will make all comments on design submittals via Bluebeam software. With each stage, R.E.Y. will review comments, incorporate changes into the subsequent submittal, and maintain a matrix to track all comments.

### 100% PS&E

For the 100% PS&E (Bid Documents) submittal, R.E.Y. will provide one electronic copy via Bluebeam (.pdf) for final review prior to plotting mylars and providing final stamped and signed technical specifications and an engineer's estimate.

### Bid Documents

The final submittal will incorporate all previous review comments, survey information, technical requirements, right-of-way information (where applicable), utility verification/protection, minimum contractor qualifications, any applicable encroachment permit requirements, and City requirements. R.E.Y. will provide the necessary final PS&E documents in a bid-ready form, and the final submittal will include:

- One (1) complete electronic plan set of reproducible 24"x36" as well as a copy on mylar (after editorial review of 100% plan check via Bluebeam)
- Stamped and signed final specifications (.pdf and .docx)
- Stamped and signed final cost estimate (.pdf and .xlsx)
- Drawing files (.dwg) on flash drive
- Resident Engineer (RE) File on a flash drive

### Quality Control

Quality assurance (QA) and quality control (QC) are critical processes for ensuring work is performed efficiently and accurately. QC is not merely a final review before delivering the work product to the City; rather, it is an ongoing commitment to continuous oversight and critical review throughout project delivery.

QA will be led by Jim Fisher, PE, QSD/P, who will conduct periodic audits to verify adherence to QC procedures and compliance with City and Caltrans standards. The QC plan aims to prevent errors, swiftly identify and correct any that arise, and eliminate their root causes to enhance future performance.

For each design submittal, R.E.Y. will use Bluebeam software to review and incorporate comments and create a comment matrix to track all comments. A signed Quality Control Checklist will be included with each design submittal.

## RE File

Once bidding is complete and a contractor has been selected, construction documents will be prepared. All bid addenda will be merged into one complete set of conformed construction documents. The Resident Engineer (RE) File will include quantity calculations, notes about important/unique specifications, AutoCAD files, the construction documents (plans and specifications), and any other pertinent information we feel would aid the RE in managing the construction of the project. The RE files will be loaded onto a flash drive and provided to the City.

### DELIVERABLES:

- 65% Plans, Specifications, and Estimate (.pdf, .docx, & .xlsx)
- 65% Comment Responses (.pdf)
- 65% Quality Control Checklist (.pdf)
- 90% Plans, Specifications, and Estimate (.pdf, .docx, & .xlsx)
- 90% Comment Responses (.pdf)
- 90% Quality Control Checklist (.pdf)
- 100% Plans, Specifications, and Estimate (.pdf, .docx, & .xlsx)
- 100% Comment Responses (.pdf)
- 100% Quality Control Checklist (.pdf)
- Stamped and Signed Bid Documents (.pdf, .docx, & .xlsx)
- Stamped and Signed Bid Plans (mylar)
- Bid Documents Quality Control Checklist (.pdf)
- Drawing files (.dwg) on flash drive
- RE File on flash drive

## Task 5: Public Outreach

### Pre-Design Flyers

Prior to performing any field work, we will send out pre-design flyers to the local property owners, residents, businesses, schools, etc. adjacent to the project limits. We will work with City staff to define the project's geographic limits and identify the property addresses to which we will mail the flyers.

The Pre-Design Flyer will include:

- Brief project background, overview, and schedule
- Project limits of the road resurfacing and curb ramp improvements
- Notification of upcoming field work for the design process
- Consultant team working on the City's behalf
- Project contacts

### DELIVERABLES:

- Pre-Design Flyers (.pdf and hard copies)

## Task 6: Coordination/Meetings

### Kickoff Meeting

R.E.Y. will coordinate and administer an in-person project kickoff meeting including representatives from the City's Public Works Departments. We suggest that maintenance personnel attend the kickoff meeting to assist with discussing the project and potential pavement rehabilitation methods.

A meeting agenda will be prepared and circulated for feedback prior to the kickoff meeting. After the meeting, meeting minutes including action items will be prepared and transmitted to all attendees. Action items will be tracked and followed up on until completed.

### Draft Pavement Design Memo and Pavement Distress Site Walk

After the City has had sufficient time to review the Draft Pavement Design Memo and once the Pavement Distress Map has been completed, we will schedule a meeting/site walk with the City to discuss the memo, select the preferred pavement treatments, review the Pavement Distress Map against what we see in the field, and refine the limits of leveling and digouts. During the site walk, we will also review and select which segments of failed curb, gutter, and sidewalk that the City would like removed and replaced as part of the project.

### Post-65% Submittal Meeting

Once we receive comments from the City on the 65% submittal, we will schedule a virtual meeting with the City to review and clarify their comments prior to proceeding with the 90% design.

### Post-90% Submittal Meeting

Once we receive comments from the City on the 90% submittal, we will schedule a virtual meeting with the City to review and clarify their comments prior to proceeding with the 100% design.

### Biweekly Check-ins

To assist with staying on-track with this project, we will schedule a 15-minute reoccurring biweekly (once every other week) check-in with the City's project manager spanning from two weeks after the project kickoff meeting through the bid documents submittal (20 check-ins). The meeting will be held via phone or virtually (i.e. Microsoft Teams). While no formal meeting agenda or minutes will be prepared, these meetings will provide an opportunity for the City's project manager and R.E.Y.'s project manager to discuss the status of the project, outstanding action items, and upcoming deliverables.

### DELIVERABLES:

- Kickoff Meeting agenda and minutes (.pdf and hard copies)
- Draft Pavement Design Memo and Pavement Distress Map Site Walk agenda and minutes (.pdf and hard copies)
- Post-65% PS&E Meeting agenda and minutes (.pdf and hard copies)
- Post-90% PS&E Meeting agenda and minutes (.pdf and hard copies)

## Task 7: Design Support During Construction (DSDC)

### Bid Support

Once the Final Bid Documents are approved, R.E.Y. will assist the City throughout the bidding process including compliance with Chapter 15 of the LAPM up to the budgeted amount in our contract. During the bidding phase, our team will assist with responding to requests for information (RFIs) and providing clarifications including preparing revised plan sheets for any bid addenda needed.

### Bidding and Construction Meetings

During bidding and construction, we will attend up to three (3) meetings:

- In-person Pre-Construction Meeting (1)
- Up to two (2) field meetings/observations during construction

### Construction Engineering Support

Once construction is underway, our team will provide construction engineering support as requested by the City and/or construction management team up to the budgeted amount in our contract including:

- Reviewing shop drawing submittals
- Responding to RFIs
- Preparing clarification sketches
- Preparing revised plan sheets for contract change orders
- Coordination with the City project manager, Resident Engineer, Construction Inspector, and contractor

## Task 8: As-built Drawings

R.E.Y. will prepare Record Drawings based on information supplied by the construction manager and contractor. The Record Drawings will conform to Chapter 17 of the LAPM. A draft version will be provided to the City for their feedback, and a final version ready for plotting on mylar will be provided once the City's feedback is incorporated.

### DELIVERABLES:

- Draft and Final As-built Drawings (.pdf & .dwg)

## Task 9: Preserving and Perpetuating Survey Monuments

Under state law, the governmental agency performing or permitting construction or maintenance work is responsible for the perpetuation of survey monuments and/or the enforcement of survey monument perpetuation in accordance with California's Business and Professions Code §8771 (b) and California's Streets and Highways Code §1810.5. The perpetuation of survey monuments is required and intended to protect both public and private property rights in accordance with federal and state law.

Once the design has progressed to the point that we know the construction envelope, we will validate our research of San Joaquin County records, including recorded maps and surveys, City block books, corner records, and the Chas. Widdows maps. Approximate locations of known monuments will be added to a GIS land-net database and used in the field for general search locations inside the construction envelope. As more monuments are found, the land-net and search areas can be refined.

Depending on the number of monuments that are subject to disturbance, we will prepare either pre-construction corner records or a record of survey, perpetuating all monuments found in a single recorded document.

Language will be included in the 100% Specifications requiring the contractor to hire a licensed land surveyor to confirm preservation of any additional survey monuments within the project limits or reset any disturbed monuments within the project limits.

### **DELIVERABLES:**

- Pre-Construction Corner Records (.pdf)

## Task 10: Right of Entry

While all work is currently assumed to be performed within the City's right-of-way, we have included enough budget to assist the City with obtaining two (2) rights of entry. While preparing the 65% design, we will evaluate potential impacts to private property outside of the City's right-of-way or easement. Should an impact be discovered, we will prepare a Property Owner Exhibit depicting the work needing to be done on their property. Using a right of entry form provided by the City, we will send out a letter (including the exhibit and right of entry form) to each property owner requesting their signature. We will meet with each property owner up to one (1) time on-site to review the potential impacts and coordinate with each property owner to obtain their signature on the right of entry form.

### **DELIVERABLES:**

- Up to two (2) signed right of entry forms (.pdf)

## Assumptions

- Plan sheets for the Pershing Avenue segment are stamped, signed, and bid ready, and the CAD (.dwg) files will be provided by the City.
- City will provide Traffic Indices (TIs) for each road segment.
- City will provide pavement design life for each road segment.
- Caltrans Encroachment Permit is not anticipated.
- City will process and pay for any permits (including encroachment) or provide them at no cost.
- Field work will be performed during regular working hours (no overtime).
- Bid alternatives are anticipated.
- Removal and replacement of up to six (6) curb ramps are included in the project.
- Improvements to address positive surface drainage are included in the project, but the scope of these improvements is unknown at this time and may require additional budget once the limits of improvements are determined.
- Removal and replacement of damaged curb, gutter, and sidewalk is included in the project; but the scope of these improvements is unknown at this time and may require additional budget once the limits of improvements are determined.
- Underground drainage design is not included.
- Existing drainage systems are adequately sized; therefore hydrologic, hydraulic, or water quality studies are not required.
- Treatment control, low-impact development, or hydromodification methods for storm water management are not required.
- City will provide boiler plate Front End Documents (Notice to Bidders, Contract, etc.).
- City staff will file a Notice of Exemption under CEQA.
- City staff will prepare all required environmental technical studies and obtain NEPA clearance.
- Utility locating will not be required.
- Utility conflicts will be limited to adjustments to grade.
- Utility owners will be 100% liable for resolving utility conflicts.
- All field work for design and construction will be performed within the City's right-of-way.
- Right-of-Way acquisitions, including temporary construction easements, are not anticipated.
- Coordination with adjacent property owners or roadway users including but not limited to San Joaquin Regional Transit District, Stockton Unified School District, Lincoln Unified School District, and San Joaquin Delta College will be performed by others (i.e. City, construction manager, contractor, etc.)
- City will prepare and process R/W Certification.
- City will prepare and process Request for Authorization for Construction funds (RFA for CON).
- Contractor will prepare any construction staging/sequencing and traffic control plans.
- Contractor will prepare a SWPPP or WPCP and obtain a WDID Number, if necessary.
- Contractor will either protect in place or replace any survey monuments affected during construction.
- Construction management and inspection services are not included in this scope of services.
- City is only using design and construction funding identified in the Project Understanding. Should additional funds be required for construction, additional funds may be required for design.

**Street Resurfacing on Federal-Aid Streets FY 2024-25 Project No. WD25006**

City of Stockton  
Fee Estimate  
Revised 4.11.2025

TASK DESCRIPTION	R.E.Y. Engineers, Inc.										Kleinfelder						TOTALS											
	Jessica Cheung Associate Engineer I	Kevin Hoover Associate Engineer IV	Keith Jukes Senior Engineer I	Jim Fisher Principal Manager II	2-Person Survey Crew	Cliff Brison Assistant Surveyor II	Danny Clark LIDAR Technician III	Tom Cade Senior Surveyor V	Joe Feyder Principal Manager II	Hours	Labor Cost	ODC's	Subtotal	Project Manager	Staff Professional (Non-PW)	Staff Professional (PW - Cat 3)	CADD Designer (Non-PW)	Principal Professional (Non-PW)	Administration and Dispatching	Hours	Labor Cost	ODC's	Subtotal	TOTAL HOURS	TOTAL LABOR COST	TOTAL ODC'S	SUB MARKUP	TOTAL DOLLARS
Billing Rate	\$160.00	\$199.00	\$215.00	\$325.00	\$360.00	\$142.00	\$210.00	\$295.00	\$325.00				\$215.00	\$190.00	\$220.00	\$166.00	\$285.00	\$115.00									15%	
<b>I. Phase</b>																												
1 Background Research	40	18	20		56	76	40	36	18	304	\$70,104	\$3,000	\$73,104	19	10	14	2	2	6	53	\$10,657	\$11,889	\$22,546	357	\$ 80,761	\$ 14,889	\$ 3,382	\$ 99,032
2 Environmental Services																									\$ -	\$ -	\$ -	\$ -
3 Utility Coordination	24	34	23							81	\$15,551		\$15,551											81	\$ 15,551	\$ -	\$ -	\$ 15,551
4 Plans, Specifications, and Estimate (PS&E)	264	276	51	12						603	\$112,029	\$350	\$112,379											603	\$112,029	\$ 350	\$ -	\$ 112,379
5 Public Outreach	8	4	2							14	\$2,506	\$50	\$2,556											14	\$ 2,506	\$ 50	\$ -	\$ 2,556
6 Coordination/Meetings		30	58	9						97	\$21,365		\$21,365											97	\$ 21,365	\$ -	\$ -	\$ 21,365
7 Design Support During Construction (DSDC)	24	24	30	3						81	\$16,041		\$16,041											81	\$ 16,041	\$ -	\$ -	\$ 16,041
8 As-built Drawings	18	6	3	1						28	\$5,044	\$200	\$5,244											28	\$ 5,044	\$ 200	\$ -	\$ 5,244
9 Preserving and Perpetuating Survey Monuments			4			16			8	28	\$5,732		\$5,732											28	\$ 5,732	\$ -	\$ -	\$ 5,732
10 Right of Entry	8	8	10							26	\$5,022		\$5,022											26	\$ 5,022	\$ -	\$ -	\$ 5,022
<b>SUBTOTAL</b>	<b>386</b>	<b>400</b>	<b>201</b>	<b>25</b>	<b>56</b>	<b>92</b>	<b>40</b>	<b>36</b>	<b>26</b>	<b>1,262</b>	<b>\$253,394</b>	<b>\$3,600</b>	<b>\$256,994</b>	<b>19</b>	<b>10</b>	<b>14</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>53</b>	<b>\$10,657</b>	<b>\$11,889</b>	<b>\$22,546</b>	<b>1,315</b>	<b>\$264,051</b>	<b>\$ 15,489</b>	<b>\$ 3,382</b>	<b>\$ 282,922</b>
<b>TOTAL HOURS</b>	<b>386</b>	<b>400</b>	<b>201</b>	<b>25</b>	<b>56</b>	<b>92</b>	<b>40</b>	<b>36</b>	<b>26</b>	<b>1,262</b>				<b>19</b>	<b>10</b>	<b>14</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>53</b>				<b>1,315</b>				
<b>TOTAL DOLLARS</b>	<b>\$61,760</b>	<b>\$79,600</b>	<b>\$43,215</b>	<b>\$8,125</b>	<b>\$20,160</b>	<b>\$13,064</b>	<b>\$8,400</b>	<b>\$10,620</b>	<b>\$8,450</b>		<b>\$253,394</b>	<b>\$3,600</b>	<b>\$256,994</b>	<b>\$4,085</b>	<b>\$1,900</b>	<b>\$3,080</b>	<b>\$332</b>	<b>\$570</b>	<b>\$690</b>		<b>\$10,657</b>	<b>\$11,889</b>	<b>\$22,546</b>		<b>\$264,051</b>	<b>\$ 15,489</b>	<b>\$ 3,382</b>	<b>\$ 282,922</b>



**City of Stockton**  
**Street Resurfacing on Federal-Aid Streets FY 2024-25**  
**Project No. WD25006**

**FEE SCHEDULE**

<b><u>Labor Classification</u></b>	<b><u>2025 Rate*</u></b>	<b><u>2026 Rate*</u></b>	<b><u>2027 Rate*</u></b>
Technician I	\$108	\$112	\$117
Technician II	\$126	\$131	\$136
Technician III	\$144	\$150	\$156
Senior Technician I	\$155	\$161	\$168
Senior Technician II	\$175	\$182	\$189
Senior Technician III	\$195	\$203	\$211
LiDAR Technician I	\$165	\$172	\$178
LiDAR Technician II	\$190	\$198	\$206
LiDAR Technician III	\$210	\$218	\$227
Senior LiDAR Specialist I	\$220	\$229	\$238
Senior LiDAR Specialist II	\$249	\$259	\$269
Assistant Engineer/Surveyor I	\$129	\$134	\$140
Assistant Engineer/Surveyor II	\$142	\$148	\$154
Assistant Engineer/Surveyor III	\$155	\$161	\$168
Assistant Engineer/Surveyor IV	\$168	\$175	\$182
Assistant Engineer/Surveyor V	\$181	\$188	\$196
Associate Engineer/Surveyor I	\$160	\$166	\$173
Associate Engineer/Surveyor II	\$173	\$180	\$187
Associate Engineer/Surveyor III	\$186	\$193	\$201
Associate Engineer/Surveyor IV	\$199	\$207	\$215
Associate Engineer/Surveyor V	\$212	\$220	\$229
Senior Engineer/Surveyor I	\$215	\$224	\$233
Senior Engineer/Surveyor II	\$235	\$244	\$254
Senior Engineer/Surveyor III	\$255	\$265	\$276
Senior Engineer/Surveyor IV	\$275	\$286	\$297
Senior Engineer/Surveyor V	\$295	\$307	\$319
Principal Manager I	\$300	\$312	\$324
Principal Manager II	\$325	\$338	\$352
Expert Witness Testimony/Deposition	\$488	\$508	\$528
1-Person Survey Crew	\$220	\$229	\$238
2-Person Survey Crew	\$360	\$374	\$389
3-Person Survey Crew	\$480	\$499	\$519
Project Coordinator	\$135	\$140	\$146
Senior Project Coordinator	\$222	\$231	\$240
Grant Administrator	\$222	\$231	\$240
<b><u>Expense Classification</u></b>			
Terrestrial LiDAR Equipment ( <i>per hour - 2-hour min.</i> )	\$225	\$234	\$243
Mobile LiDAR Equipment ( <i>per hour - 4-hour min.</i> )	\$785	\$816	\$849
UAV LiDAR Equipment ( <i>per flight day</i> )	\$925	\$962	\$1,000
Bathymetric Survey Vessel ( <i>per project day</i> )	\$1,180	\$1,227	\$1,276
Special Monuments and Iron Stakes	Cost	Cost	Cost
Outside Reproductions and Services	Cost + 15%	Cost + 15%	Cost + 15%
Subconsultants	Cost + 15%	Cost + 15%	Cost + 15%
In-House Large Format Prints (B+W)	\$0.50/SF	\$0.50/SF	\$0.50/SF
In-House Large Format Prints (Color)	\$1.00/SF	\$1.00/SF	\$1.00/SF

**Legend**

\* Rates above are the hourly rate to be charged for each classification unless otherwise noted.

**Notes**

- Rates are valid through December 31, 2027.
- Reimbursement for mileage is included in the rates above.
- Rate for overtime for field and non-exempt employees will be charged at 135% of rate listed above.
- Rate for double time for field and non-exempt employees will be charged at 170% of rate listed above.
- Field rates for night shift work will be charged at 110% of the regular rate.

# Project Schedule

Task Name	Dur...	Start	Finish	Predecessors	2026				2027					
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1 City/CM/Contractor	367d	05/20/25	10/14/26		City/CM/Contractor									
2 City Council Award Design Contract	0	05/20/25	05/20/25		City Council Award Design Contract									
3 Process Design Contract	5d	05/20/25	05/26/25	2	Process Design Contract									
4 Issue Notice to Proceed with Design	0	05/26/25	05/26/25	3	Issue Notice to Proceed with Design									
5 Provide Records	0	06/09/25	06/09/25	74	Provide Records									
6 Review Draft Pavement Design Memo	5d	07/17/25	07/23/25	27, 28	Review Draft Pavement Design Memo									
7 Review 65% PS&E	2w	09/11/25	09/24/25	51	Review 65% PS&E									
8 Review 90% PS&E	2w	11/13/25	11/26/25	58	Review 90% PS&E									
9 Review 100% PS&E	2w	01/01/26	01/14/26	65	Review 100% PS&E									
10 Prepare and Process Right-of-Way Certification	4w	01/08/26	02/04/26	44	Prepare and Process Right-of-Way Certification									
11 Prepare and Process RFA for CON	4w	02/05/26	03/04/26	10, 65	Prepare and Process RFA for CON									
12 Begin Advertising	0	04/01/26	04/01/26	21, 66	Begin Advertising									
13 Bid Opening	0	04/01/26	04/01/26	12	Bid Opening									
14 City Council Award Construction Contract	0	04/29/26	04/29/26	13FS +4w	City Council Award Construction Contract									
15 Process Construction Contract	4w	04/30/26	05/27/26	14	Process Construction Contract									
16 Pre-Construction Meeting	0	05/27/26	05/27/26	15	Pre-Construction Meeting									
17 Construction	65d	06/04/26	09/02/26	16FS +1w	Construction									
18 Provide As-built Redlines	2w	09/03/26	09/16/26	17	Provide As-built Redlines									
19 Review Draft As-builts	2w	10/01/26	10/14/26	81	Review Draft As-builts									
20 Caltrans	20d	03/05/26	04/01/26		Caltrans									
21 Issue E-76 for CON	4w	03/05/26	04/01/26	11	Issue E-76 for CON									
22 R.E.Y. Engineers	367d	05/27/25	10/21/26		R.E.Y. Engineers									
23 Task 1: Background Research	37d	06/10/25	07/30/25		Task 1: Background Research									
24 Research	5d	06/10/25	06/16/25	5	Research									
25 Control and Topographic Surveys	3w	06/19/25	07/09/25	24, 69FS +1w	Control and Topographic Surveys									
26 Base Map	5d	07/10/25	07/16/25	25	Base Map									
27 Draft Pavement Design Memo	4w	06/17/25	07/14/25	74FS +1w	Draft Pavement Design Memo									
28 Pavement Distress Map	5d	07/10/25	07/16/25	25	Pavement Distress Map									
29 Final Pavement Design Memo	5d	07/24/25	07/30/25	6	Final Pavement Design Memo									
30 Task 2: Environmental Services					Task 2: Environmental Services									
31 Task 3: Utility Coordination	152d	06/10/25	01/07/26		Task 3: Utility Coordination									
32 Utility Letter "A"	15d	06/10/25	06/30/25		Utility Letter "A"									
37 Utility Letter "B"	25d	09/11/25	10/15/25		Utility Letter "B"									
41 Utility Relocation Documentation (LAPM Exhibits)	4w	10/16/25	11/12/25	40	Utility Relocation Documentation (LAPM Exhibits)									
42 Utility Letter "C"	3d	01/01/26	01/05/26		Utility Letter "C"									
44 Right-of-Way Clearance Memo	2d	01/06/26	01/07/26	43	Right-of-Way Clearance Memo									
45 Task 4: Plans, Specifications, and Estimate (PS&E)	185d	07/31/25	04/15/26		Task 4: Plans, Specifications, and Estimate (PS&E)									
46 65% PS&E	30d	07/31/25	09/10/25		65% PS&E									
52 90% PS&E	30d	10/02/25	11/12/25		90% PS&E									
59 100% PS&E	20d	12/04/25	12/31/25		100% PS&E									
66 Bid Documents	2w	01/15/26	01/28/26	9	Bid Documents									
67 RE File	2w	04/02/26	04/15/26	13	RE File									
68 Task 5: Public Outreach and Stakeholder Coordination	137d	06/10/25	12/17/25		Task 5: Public Outreach and Stakeholder Coordination									
69 Pre-Design Flyers	2d	06/10/25	06/11/25	74	Pre-Design Flyers									
70 Stakeholders Meeting #1	0	10/15/25	10/15/25	75FS +2w	Stakeholders Meeting #1									
71 Stakeholders Meeting #2	0	12/17/25	12/17/25	76FS +2w	Stakeholders Meeting #2									
72 Task 6: Coordination/Meetings	137d	05/27/25	12/03/25		Task 6: Coordination/Meetings									
73 Subcontracting	5d	05/27/25	06/02/25	4	Subcontracting									
74 Kickoff Meeting	0	06/09/25	06/09/25	73FS +1w	Kickoff Meeting									
75 Post-65% Submittal Meeting	0	10/01/25	10/01/25	7FS +1w	Post-65% Submittal Meeting									
76 Post-90% Submittal Meeting	0	12/03/25	12/03/25	8FS +1w	Post-90% Submittal Meeting									
77 Task 7: DSDC	110d	04/16/26	09/16/26		Task 7: DSDC									
78 Pre-Bid Meeting	1d	04/16/26	04/16/26	12FS +2w	Pre-Bid Meeting									
79 Post-Construction Meeting	0	09/16/26	09/16/26	17FS +2w	Post-Construction Meeting									
80 Task 8: As-built Drawings	25d	09/17/26	10/21/26		Task 8: As-built Drawings									
81 Draft As-builts	2w	09/17/26	09/30/26	18	Draft As-builts									
82 Final As-builts	5d	10/15/26	10/21/26	19	Final As-builts									
83 Task 9: Preserving and Perpetuating Survey Monuments	20d	11/13/25	12/10/25		Task 9: Preserving and Perpetuating Survey Monuments									
84 Pre-Construction Monument Preservation	4w	11/13/25	12/10/25	58	Pre-Construction Monument Preservation									
85 Task 10: Right of Entry	20d	05/28/26	06/24/26		Task 10: Right of Entry									
86 Property Owner Exhibits	5d	05/28/26	06/03/26	16	Property Owner Exhibits									
87 Right of Entry Forms	3w	06/04/26	06/24/26	86	Right of Entry Forms									

3

**Exhibit D:**  
**Insurance Requirements**  
(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 the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

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

***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

***Umbrella or Excess Policy***

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

***Notice of Cancellation***

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

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

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

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

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

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

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

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

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **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***

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.

### ***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***.

### ***Special Risks or Circumstances***

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

### **Certificate Holder Address**

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

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

**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:</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

**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>	<b>Directive No. HR-15</b>	<b>Page No. 2 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

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:</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

**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:  DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 4 of 14</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

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 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

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:  DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 9 of 14</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

- 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>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 11 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

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:  DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 12 of 14</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>  <p style="text-align: center;"><b>DISCRIMINATION AND HARASSMENT POLICY</b></p>	<b>Directive No. HR-15</b>	<b>Page No. 13 of 14</b>
	<b>Effective Date:</b>  <p style="text-align: center;"><b>5/1/2015</b></p>	<b>Revised From:</b> <p style="text-align: center;"><b>7/27/09 4/6/09 3/1/2010 (see below)</b></p>

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**

**ATTACHMENT B  
EXHIBIT E**

<b>Subject:  DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 14 of 14</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

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:

  
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**KURT O. WILSON  
CITY MANAGER**

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