

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this ___ day of _____ 2020, between the CITY OF STOCKTON, a municipal corporation ("City"), and **KITTELSON & ASSOCIATES, INC.** whose address is **155 GRAND AVENUE, SUITE 900, OAKLAND, CA 94612** ("Consultant") for the **SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM, (PROJECT NO. PW1813)**, 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 **\$179,980.78** or as otherwise mutually agreed to in a Contract Amendment.

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

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall

Professional Services Contract – KITTELSON & ASSOCIATES, INC. – PROJECT NO. PW1813

(Updated 02/28/18)

indemnify, and hold harmless City, its Mayor, Council, officials, and employees from and against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or subcontractors. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

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

5. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **July 31, 2022**, unless extended by mutual agreement through the issuance of a Contract Amendment.

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

submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

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

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has

Professional Services Contract – KITTELSON & ASSOCIATES, INC. – PROJECT NO. PW1813

(Updated 02/28/18)

determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

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

subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

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

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

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

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

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to Professional Services Contract – KITTELSON & ASSOCIATES, INC. – PROJECT NO. PW1813

(Updated 02/28/18)

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.

Professional Services Contract – KITTELSON & ASSOCIATES, INC. – PROJECT NO. PW1813

(Updated 02/28/18)

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: Kittelson & Associates, Inc.	To City: Public Works Director
155 Grand Avenue	City of Stockton
Suite 900	22 E. Weber Ave., Rm. 301
Oakland, CA 94612	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.

[illegible]

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

By: _____
HARRY BLACK
CITY MANAGER

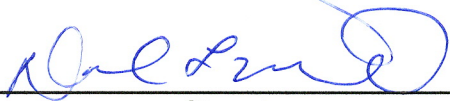
ATTEST:

BY: _____
ELIZA R. GARZA, CMC
CITY CLERK

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

KITTELSON & ASSOCIATES, INC.

By:  _____
Signature

David L. Mills

Print Name

Title: Operations Leader, VP

DETAILED WORK PLAN

Task 1: Project Management

TASK 1 PURPOSE

Facilitate routine and regular communication between the City project manager and our team's project manager to ensure the project stays on schedule and budget, and exceeds the City's needs and expectations.

Subtask 1.1 Invoices and Project Tracking

This subtask will include day-to-day activities involved in managing the project, including invoicing, progress reports, team coordination, tracking of project budget and expenditures, and maintaining the detailed project schedule.

Subtask 1.2 Bi-Weekly Check-In Conference Calls

Given the project schedule and the relatively quick pace at which the consultant team will be moving with the analysis and findings, we recommend biweekly check-in conference calls between the City project manager and Kittelson team project manager to ensure timely coordination. These would be in addition to the six project meetings discussed in Subtask 1.3. These check-ins would be supplemented with additional communication, as needed, to keep the City project manager and consultant team aligned and coordinated throughout the project. Such communication would include reviewing project next steps, requirements, schedule, and budget, as needed.

Subtask 1.3 Project Meetings

We will prepare for and conduct up to six (6) project meetings with City staff over the duration of the project. For the final SSAR to be the equivalent of a Local Roadway Safety Plan (LRSP), it will be important that the project meetings be attended by multidisciplinary staff and City representatives such as police, school district, and other similar partners in improving traffic safety. As part of the first conference call with the City project manager, Kittelson will help the City identify those representatives that should take part in the project meetings based on the City's desire for the SSAR to also meet LRSP requirements.

We assume five of these meetings are in-person meetings at the City's office. Our preparation for these meetings and follow-up from them will include agendas and meeting minutes. The

Trends from an initial analysis of the most current five years of crash data (2014 through 2018) in the SWITRS and TIMS databases for the City of Stockton indicate:

- » Most crashes occur on city arterials—often the case, given that traffic volume tends to consistently predict higher crash risk. A few non-arterial streets such as Bianchi Road and Davis Road may also benefit from further analysis.
- » Broadside and rear-end crashes appear to be the most commonly reported crash types.
- » Unsafe speed is the most commonly cited primary contributing factor reflected in the crash data.
- » Vehicle/pedestrian crashes are the most common crash type for fatal and severe injury crashes, followed by broadside crashes and hit-object crashes.
- » Among fatal and severe injury crashes, the primary contributing factors most frequently cited were driving/bicycling under the influence of drugs/alcohol (22%), unsafe speeds (20%), and pedestrian violations (17%).

This initial look at crash data reinforces the City's interest in considering the key challenges noted in the RFP as well as the need and interest of including non-engineering strategies as well as engineering countermeasures to be able to holistically address road user behavior.

Our approach to conducting the SSAR will be to use the document review and initial data analysis to set a foundation of understanding the needs (e.g., highest recurring crash types to be addressed) and opportunities (e.g., priority of locations, policies, or new strategies that could be introduced). We will use the project meetings, described in the detailed scope, to collaborate with City staff and the City's partners to arrive at engineering countermeasures and safety projects as well as enforcement, education, and emergency services strategies that we, as transportation professionals, know to be effective and implementable. We will document our approach and findings to be consistent with Caltrans requirements as well as useful for securing funding to help implement the recommendations. More specifics are described in our detailed work plan.



overarching purpose of these meeting will be to assess the process being used and the results being generated, and to identify opportunities for improvement prior to the next project task. Based on this purpose and our proposed project schedule (shown in the Schedule section of this proposal), we propose that the six meetings be conducted at the following project milestones:

- » **Project Meeting #1 – Kick-Off:** Introduction to the project team, and coordination on needed documents/data to successfully complete the project.
- » **Project Meeting #2 – Data Analysis Results:** Review data analysis results including crash trends and priority locations.
- » **Project Meeting #3 – Countermeasure Selection:** Discuss the draft systemic countermeasures included in the toolbox and their application to locations throughout the City. Confirm locations for safety project development and types of improvements to be scoped.
- » **Project Meeting #4 – Safety Project Review:** Review draft concepts for safety projects before moving into the preliminary engineering design phase, and finalize countermeasure toolbox.
- » **Project Meeting #5 – Draft SSAR Review:** Review Draft SSAR and draft preliminary engineering designs.
- » **Project Meeting #6 – HSIP Applications:** This meeting will be used to discuss the locations and improvements to be included in the HSIP applications. The specific timing of this meeting will be determined based on the timing of the call for projects under HSIP Cycle 10.

TASK 1 DELIVERABLES

- » Monthly invoices and progress reports
- » Bi-weekly conference calls
- » Up to six (6) project meetings with agendas and meeting notes

Task 2: Document Review

TASK 2 PURPOSE

Establish an understanding of relevant documents regarding transportation safety and anticipated improvements for the City of Stockton roadway network.

Kittelson will obtain and review currently available documents regarding the transportation system, as well as safety analysis within the City and adjacent jurisdictions. At a minimum, the document review will include the following:

- » Current California Strategic Highway Safety Plan (SHSP)
- » Review of recent safety-related publications from reputable industry sources such as Federal Highway Administration
- » City’s Capital Improvement Program
- » City’s Bicycle/Pedestrian/Trails Master Plan
- » City’s General Plan
- » Stockton Traffic Signal, Roundabout, and Protected Left-Turn Phasing Priority Studies
- » City’s Existing Safety Related Policies and Practices

As part of this task, Kittelson will also coordinate with other City consultants who are performing studies or work that overlap with the SSAR so that our work is consistent.

Our team brings considerable experience researching and developing national guidance related to roadway safety, including serving on multiple National Cooperative Highway Research Program (NCHRP) and FHWA projects related specifically to the HSIP process, countermeasure selection, and systemic safety.

TASK 2 DELIVERABLES

- » Technical memorandum summarizing the document review and suggested methodology for the SSAR

Task 3: Data Collection

TASK 3 PURPOSE

Develop a comprehensive and accurate database to be used for the crash and roadway data analysis that will inform the core content of the Stockton SSAR.

Subtask 3.1 Crash Data

Kittelson will obtain the five most recent years of fatal and injury collision data from the UC Berkeley Transportation Injury Mapping System involving vehicles, bicycles, and pedestrians. This will be supplemented with any property-damage-only crashes or other missing crashes identified in the California I-SWITRS database for the same five-year period, as well as any available supplementary data from the City of Stockton. These combined sources will be reviewed to note double-count crash events, while using the

combined datasets to create an as-complete-as-possible crash database for use in the analysis.

Subtask 3.2 Traffic Volume and Roadway Characteristic Data

Kittelton will collect available traffic studies and volume data as well as any roadway characteristics available in GIS to gain an understanding of the City's roadway network. Kittelson will collect and geocode key roadway characteristics that will help the team identify characteristics associated with higher crash risk based on availability and ease of collection. Roadway characteristics we will collect include roadway classification, number of vehicle lanes, presence of facilities for people walking and biking, transit stops and service, traffic control at intersections, and land uses that act as activity centers within the city.

With respect to the review of the evaluation of roadway characteristic data for compliance with minimum safety standards for traffic control devices with design standards and the California MUTCD: Given the magnitude of such a data collection effort, in order to maximize the value of the City's funding we propose to conduct a specific review of location design standards and criteria consistency based on crash data analysis, contributing factors, risk factors identified, and the top five locations identified for preliminary engineering design plans and cost estimates.

To the degree to which there are contributing factors that indicate potential issues related to roadway infrastructure or design elements as they relate to design standards, we will review those features for compliance to the relevant design requirements.

Subtask 3.3 Inventory of Existing Low-Cost Countermeasures

Kittelton will work with the City to obtain any records the City has maintained or created from implementing previous low-cost countermeasures, and we will geolocate that information to add existing countermeasures to the database. To the extent that such records do not currently exist, Kittelson will work with the City to determine which low-cost countermeasures are of most interest and value for the City to inventory. For up to three low-cost countermeasures, Kittelson will review the top 10 high-risk crash corridors identified through Task 4 and record those locations that have one or more of the countermeasures present.

TASK 3 DELIVERABLES

- » Crash and roadway characteristics GIS geodatabase
- » Technical memorandum summarizing the content of the GIS database

Task 4: Data Analysis and Countermeasure Selection

TASK 4 PURPOSE

Conduct collision analysis to: (i) identify patterns and trends at a citywide level that can be addressed through systemic countermeasures; (ii) identify roadway characteristics associated with increased risk of crashes; (iii) develop a systemic countermeasure toolbox of low-cost countermeasures with a high potential for crash reduction; and (iv) prioritize specific locations for safety improvements based on crash history and presence of risk factors.

Subtask 4.1 Crash Analysis

As part of this subtask, Kittelson will:

- » Review, interpret, and analyze crash data to identify predominant crash types/patterns, and identify roadway features that may have contributed to those collisions.
- » Review, interpret, and analyze roadway characteristics to determine the risk factors associated with crash frequency and severity. Based on the issues identified, a list of potential high-risk roadway characteristics will be developed through the systemic safety approach.
- » Prepare infographic maps and tables illustrating collision severity and locations of collisions.

Kittelton will achieve the above through types of analyses:

1. **Descriptive Crash Statistics** – Using cross tabulations, graphs, and summary charts of crash severities, types, and primary contributing factors, we will develop descriptive statistics considering all City streets and intersections. Crashes associated with grade-separated facilities will be removed from the dataset. Results will indicate the degree to which the dominant crash characteristics overlap with the state's SHSP challenge or focus areas and provide a clear picture of the City's overarching safety performance.

2. **Spatial Network Analysis** – Using a GIS-based software tool Kittelson developed through similar systemic safety projects, we will map the reported crashes and their associated attributes (e.g., severity, primary contributing factors) on the city’s public streets. We will then analyze the data to rank and prioritize specific intersections and roadway segments for safety improvements. The spatial analysis will use performance measures from AASHTO’s Highway Safety Manual (HSM) and integrate Caltrans’ crash severity weights to help give higher rankings to locations more likely to be competitive for HSIP funds.

Subtask 4.2 Risk Factor Assessment

Kittelson will review the physical and operational characteristics at the highest-ranked locations from the spatial network analysis to identify recurring physical characteristics associated with the crash patterns and trends. These recurring physical characteristics are considered potential risk factors. Using the risk factors identified for each of the City’s dominant challenge areas (identified through the descriptive crash statistics), we will identify initial systemic countermeasures (both engineering and non-engineering), planning cost estimates, and issues or constraints that may limit implementation using Caltrans’ Local Roadway Safety Manual and the Federal Highway Administration (FHWA) Crash Modification Factor Clearinghouse to document the expected effectiveness of each countermeasure. The cost and effectiveness will inform draft priorities for implementation.

Subtask 4.3 Initial Priority Locations

Using the results from Subtasks 4.1 and 4.2, Kittelson will prioritize road segments and intersections based on the number of risk factors present as well as the number and severity of crashes those locations have experienced. This ensures that the priorities consider locations with a history of crashes and locations with risk factors that could lead to crashes.

Subtask 4.4 Engineering Countermeasures Toolbox

Within this subtask, Kittelson will organize the promising initial countermeasures identified in Subtask 4.2 into two categories: 1) low-cost systemic improvements; and 2) potential capital safety improvement projects. This recognizes that not all safety issues identified will be able to be effectively addressed through low-cost systemic improvements. In some instances, a

larger capital investment may be needed and appropriate. Using these classifications, the Kittelson team will develop a countermeasure toolbox that will:

- » Propose countermeasures based on the types of collision patterns and trends identified and roadway characteristics associated with crash risk in Stockton. Suggested countermeasures will consider:
 - Intersections, interchanges, and other roadway access;
 - Speeding and aggressive driving;
 - Alcohol and drug impairment;
 - Bicyclists and pedestrians; and
 - Commercial vehicles.
- » Proposed countermeasures will also include driver behavior modification activities, potential collision reductions, and anticipated costs. Additionally, considerations related to the implementation feasibility and/or constructability will be noted. An emphasis will be given to countermeasures from the Caltrans Local Roadway Safety Manual due to their eligibility for Caltrans HSIP grant funding.
- » Consider countermeasures applicable to different relevant conditions in order to address topics such as: dynamic signage, signalized intersections, unsignalized intersections, and roadway segments (for arterial and residential streets).
- » Document the methodology used to prioritize countermeasures in the toolbox.
- » Prioritize the proposed countermeasures to help inform project safety project development in the subsequent task.

Task 4.5 Non-Engineering Countermeasures

Kittelson will identify non-engineering countermeasures that address other critical considerations for improving roadway safety such as education, enforcement, and emergency services. Based on the recurring crash patterns and trends across the city, Kittelson will identify types of strategies that go beyond engineering to further address people’s behavior as motorists, pedestrians, and bicyclists—that are therefore important for achieving meaningful improvements in traffic safety.

Kittelson will prepare a summary of the analysis results as well as the countermeasure recommendations. Both sets of draft deliverables will be discussed with the City and then revised based on the City’s input and comments.

TASK 4 DELIVERABLES

- » Draft and Final Safety Analysis Memorandum
- » Draft and Final Countermeasure Toolbox with Countermeasures Prioritized
- » ArcGIS geodatabase of the mapped collisions, severity indices, and geocoded roadway characteristic data
- » Microsoft Excel tables (database) showing the collision data and descriptive statistics

Task 5: Identify Priority Safety Projects**TASK 5 PURPOSE**

Using the results from the previous tasks, develop feasible project scopes and concepts that are competitive for HSIP funds and will bring safety benefits to the City of Stockton.

Kittelson will review the prioritized locations from Task 4 to determine how systemic or capital treatments could be applied to the high-risk intersections or roadway segments. From the long list of prioritized locations, we propose to conduct field reviews at up to 10 high-priority locations to confirm that the systemic treatments identified for the locations are appropriate. We will then confirm with the City the top five highest-priority locations and projects for which project scopes, concept designs, and, ultimately in Task 7, preliminary engineering designs, can be developed and made ready for future HSIP (or other) grant applications or developed as capital improvement projects by the City. As part of these activities, Kittelson will calculate preliminary benefit/cost ratios to help inform the priority projects for which scopes and designs will be developed consistent with the methodology typically used in the HSIP grant application process. The resulting final list of locations and projects will identify those projects eligible for HSIP funds as well as other grant funding programs.

Project scopes will be written for the three high-priority safety improvement projects in a memorandum to highlight key elements of a successful HSIP grant application, including:

- » Location maps and plans with project extents
- » Statement of need through data-based collision assessment
- » Description of paired safety treatments and how treatments will address safety needs
- » Inventory of safety countermeasures previously deployed or programmed at the locations
- » Project costs and implementation schedule

As part of the project meetings described in Task 1, Kittelson will meet with City staff to review the draft priority safety projects and obtain City staff input on any necessary adjustments. Project scopes and concept layouts will be updated consistent with the comments received to finalize the safety projects memorandum.

TASK 5 DELIVERABLES

- » Draft and Final Priority Safety Projects Memorandum
- » Draft and Final Priority Safety Project Concept Layouts

Task 6: Draft Systemic Safety Analysis Report**TASK 6 PURPOSE**

Prepare a draft final report documenting the data used, analysis methodology, and analysis results in a format consistent with Caltrans requirements for the SSARP grant program.

Kittelson will create the Draft SSAR following the Caltrans SSARP Guidelines as outlined in the RFP. The report will be structured consistent with the items outlined in the RFP:

1. Executive Summary
2. Engineer's Seal
3. Statement of Protection of Data from Discovery and Admissions
4. Safety Data Utilized (Crash, Volume, Roadway)
5. Data Analysis Techniques and Results
6. Highest Occurring Crash Types
7. High-Risk Corridors and Intersections (Crash History and Roadway Characteristics)
8. Countermeasures Identified to Address the Safety Issues
9. Viable Project Scopes and Prioritized List of Safety Projects
10. Attachments and Supporting Documentation

The Executive Summary will document key findings and recommendations from the Stockton SSAR using infographics to summarize the study in a reader-friendly manner. Kittelson will submit the draft report for City review. As part of one of the project meetings described in Task 1, the project team will present the Draft SSAR and meet with City staff to obtain City staff input on any necessary adjustments. The Draft SSAR and engineering design and cost estimates will be updated consistent with the comments received.



TASK 6 DELIVERABLES

- » Draft Stockton SSAR – Electronic Copy and Five (5) Hard Copies

Task 7: Preliminary Engineering Design and Cost Estimates (30%)

TASK 7 PURPOSE

Provide the City with the designs and cost estimates for the most effective safety projects to facilitate implementation and the City's ability to obtain grant funding for those projects.

Based on the priority list of locations and recommended countermeasures agreed upon with the City, Mark Thomas will prepare preliminary engineering design plans (30% plans) to illustrate up to five (5) potential projects for inclusion with HSIP applications. Based on comments received from the City on the draft 30% plans, we will proceed to refine the designs for incorporation into the SSAR documentation (Task 6 and Task 8).

30% plans will be prepared in AutoCAD format at an appropriate scale to show the plan view layouts at each location, with section views and focus area details provided as necessary. Mark Thomas will utilize available aerial photos for the plan background. Topographic surveys and base map preparation are not included in this scope of work.

Engineer's estimates will be prepared for each of the design concepts. Estimates will be completed in Caltrans BEES format for major construction items based on Caltrans cost data, other local bid information, or a combination thereof. Allocations for minor construction items, project development, soft costs, and contingencies will be included as appropriate for planning-level estimates. Estimates will be escalated to 2022 dollar amounts for construction.

TASK 7 DELIVERABLES

- » Draft and Final 30% Design Plans for up to five (5) locations
- » Draft and Final Planning-Level Cost Estimates for up to five (5) locations

Task 8: Final Systemic Safety Analysis Report

TASK 8 PURPOSE

Prepare a final version of the final report in response to the City's comments on the draft final report.

Kittelson will finalize the SSAR based on the input and comments received from the Draft SSAR developed in Task 6. Kittelson will create the Final Stockton SSAR by comprehensively documenting the full process used to develop it, including the comments received as well as responses to those comments. The report will meet Caltrans requirements, include required statements, and be organized and prepared in a manner that is easily understood. The Kittelson project manager, Erin Ferguson, PE, will serve as the engineer of record and will sign and stamp the SSAR. The final Stockton SSAR will also serve as the source of information from which the City will be able to apply for HSIP (or other) grant funds for implementing the recommended projects.

TASK 8 DELIVERABLES

- » Final Stockton SSAR – Electronic Copy and Five (5) Hard Copies

Task 9: Prepare 2020 Cycle 10 HSIP Applications

TASK 9 PURPOSE

Further facilitate the City's efforts to obtain grant funding for the highest priority projects by preparing up to three (3) HSIP applications.

Using the information and findings from previous tasks, Kittelson will work with the City to determine the most competitive projects for HSIP funding and assemble up to three (3) HSIP applications. The specific timing of this work within the overall schedule will be dependent upon the timing of the HSIP Cycle 10 call for projects. Kittelson will work with the City to establish a detailed timeline for this specific task's work once the call for projects has been announced by Caltrans.

TASK 9 DELIVERABLES

- » Up to three (3) HSIP applications
- » Half-Day, onsite HSIP Application Training (Optional)

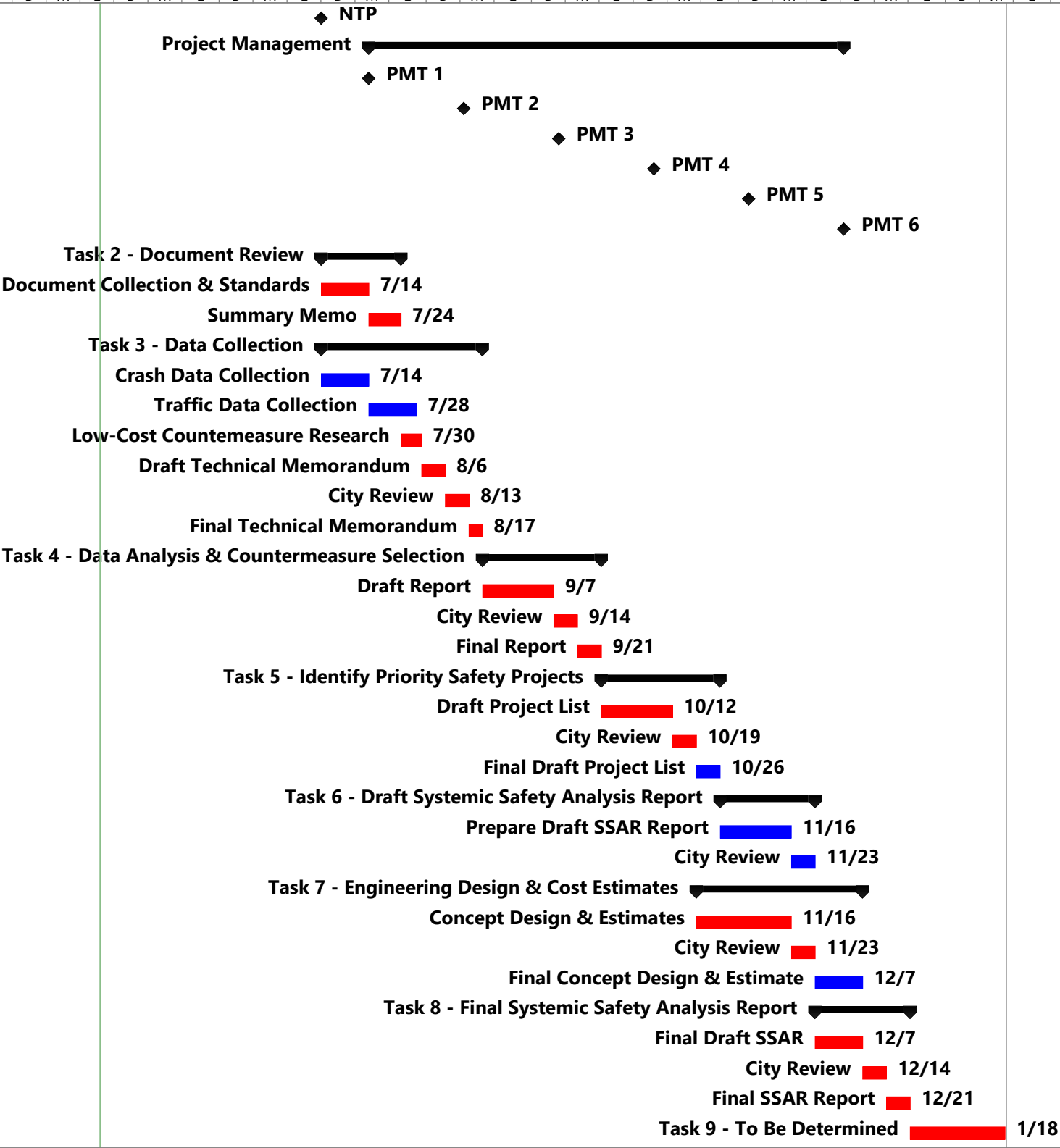
Task 10: Coordination and Meetings

Kittelson has addressed coordination and meetings as part of Task 1 Project Management activities. Task 1 includes the conference calls and on-site meetings.

Stockton Systemic Safety Analysis Report																									
	Kittelson & Associates, Inc.												Mark Thomas & Company										Team Total		
	Staff Name and or Classification	Principal Engineer/Planner	Senior Principal Engineer/Planner	Senior Engineer/Planner	Engineer/Planner	Technician II	Office Support	Hours Subtotal	Labor Costs	OH + Fringe 211.28	Profit 10%	Total Cost	Project Manager	Sr. Project Engineer	Design Engineer I	Intern	Sr. Project Coordinator	Sr. Project Assistant	Hours Subtotal	Labor Costs	OH + Fringe 154.59%	Profit 10%	Total Cost	Hours Total	Cost Total
	Actual Base Hourly Rate	\$72.48	\$91.71	\$58.18	\$52.75	\$37.03	\$23.45			211.28%	10%		\$ 64.18	\$ 55.41	\$ 34.02	\$ 19.64	\$ 40.33	\$ 44.54			154.59%				
Task 1 Project Management																									
1.1 Invoices and Project Tracking	Hours	12						12	\$ 869.76	\$ 1,837.63	\$ 270.74	\$ 2,978.13	8				8	8	24	\$ 1,192.40	\$ 1,843.33	\$ 303.57	\$ 3,339.30	36	\$ 6,317.43
1.2 Bi-weekly Conference Calls	Hours	18	4	12				34	\$ 2,369.64	\$ 5,006.58	\$ 737.62	\$ 8,113.84	6	6					12	\$ 717.54	\$ 1,109.25	\$ 182.68	\$ 2,009.46	46	\$ 10,123.30
1.3 Project Meetings (Up to 6)	Hours	18		18				36	\$ 2,351.88	\$ 4,969.05	\$ 732.09	\$ 8,053.03							0	\$ -	\$ -	\$ -	\$ -	36	\$ 8,053.03
Task 1 Subtotal		48	4	30	0	0	0	82	\$ 5,591.28	\$ 11,813.26	\$ 1,740.45	\$ 19,144.99	14	6	0	0	8	8	36	\$ 1,909.94	\$ 2,952.58	\$ 486.25	\$ 5,348.77	118	\$ 24,493.76
Task 2 Document Review																									
Document Review Summary	Hours	2	2	4	12			20	\$ 1,194.10	\$ 2,522.89	\$ 371.70	\$ 4,088.69							0	\$ -	\$ -	\$ -	\$ -	20	\$ 4,088.69
Task 2 Subtotal		2	2	4	12	0	0	20	\$ 1,194.10	\$ 2,522.89	\$ 371.70	\$ 4,088.69	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	20	\$ 4,088.69
Task 3 Data Collection																									
3.1 Crash Data	Hours	2		8	12	8		30	\$ 1,539.64	\$ 3,252.95	\$ 479.26	\$ 5,271.85							0	\$ -	\$ -	\$ -	\$ -	30	\$ 5,271.85
3.2 Traffic Volume and Roadway Data	Hours	2		8	12	8		30	\$ 1,539.64	\$ 3,252.95	\$ 479.26	\$ 5,271.85							0	\$ -	\$ -	\$ -	\$ -	30	\$ 5,271.85
3.3 Inventory of Existing Countermeasures	Hours	8		16	32	8		64	\$ 3,494.96	\$ 7,384.15	\$ 1,087.91	\$ 11,967.02							0	\$ -	\$ -	\$ -	\$ -	64	\$ 11,967.02
Task 3 Subtotal		12	0	32	56	24	0	124	\$ 6,574.24	\$ 13,890.05	\$ 2,046.43	\$ 22,510.72	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	124	\$ 22,510.72
Task 4 Data Analysis and Countermeasures Selection																									
4.1 Crash Analysis	Hours	6	2	16	24	8		56	\$ 3,111.42	\$ 6,573.81	\$ 968.52	\$ 10,653.75							0	\$ -	\$ -	\$ -	\$ -	56	\$ 10,653.75
4.2 Risk Factor Assessment	Hours	6	2	12	16			36	\$ 2,160.46	\$ 4,564.62	\$ 672.51	\$ 7,397.59							0	\$ -	\$ -	\$ -	\$ -	36	\$ 7,397.59
4.3 Initial Priority Locations	Hours	6	2	8	16	12		44	\$ 2,372.10	\$ 5,011.77	\$ 738.39	\$ 8,122.26							0	\$ -	\$ -	\$ -	\$ -	44	\$ 8,122.26
4.4 Engineering Countermeasure Toolbox	Hours	6	4	8	24	16		58	\$ 3,125.64	\$ 6,603.85	\$ 972.95	\$ 10,702.44							\$ -	\$ -	\$ -	\$ -	\$ -	58	\$ 10,702.44
4.5 Non-Engineering Countermeasures	Hours	4		12				16	\$ 988.08	\$ 2,087.62	\$ 307.57	\$ 3,383.26							\$ -	\$ -	\$ -	\$ -	\$ -	16	\$ 3,383.26
Task 4 Subtotal		28	10	56	80	36	0	210	\$ 11,757.70	\$ 24,841.67	\$ 3,659.94	\$ 40,259.31	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	210	\$ 40,259.31
Task 5 Identify Priority Safety Projects																									
Priority Safety Projects	Hours	24	16	24	32	48		144	\$ 8,068.64	\$ 17,047.42	\$ 2,511.61	\$ 27,627.67	4	16	20	8			48	\$ 1,980.80	\$ 3,062.12	\$ 504.29	\$ 5,547.21	192	\$ 33,174.88
Task 5 Subtotal		24	16	24	32	48	0	144	\$ 8,068.64	\$ 17,047.42	\$ 2,511.61	\$ 27,627.67	4	16	20	8	0	0	48	\$ 1,980.80	\$ 3,062.12	\$ 504.29	\$ 5,547.21	192	\$ 33,174.88
Task 6 Draft SSAR																									
Prepare Draft SSAR	Hours	7	4	12	24	12	8	67	\$ 3,470.32	\$ 7,332.09	\$ 1,080.24	\$ 11,882.65							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Subtotal		7	4	12	24	12	8	67	\$ 3,470.32	\$ 7,332.09	\$ 1,080.24	\$ 11,882.65	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Preliminary Engineering Design and Cost Estimates																									
Draft	Hours	4	4					8	\$ 656.76	\$ 1,387.60	\$ 204.44	\$ 2,248.80	12	18	64	50			144	\$ 4,926.82	\$ 7,616.37	\$ 1,254.32	\$ 13,797.51	\$ -	\$ 16,046.31
Final	Hours	2	2					4	\$ 328.38	\$ 693.80	\$ 102.22	\$ 1,124.40	8	8	20	16			52	\$ 1,951.36	\$ 3,016.61	\$ 496.80	\$ 5,464.76	\$ -	\$ 6,589.16
Task 7 Subtotal		6	6	0	0	0	0	12	\$ 985.14	\$ 2,081.40	\$ 306.65	\$ 3,373.20	20	26	84	66	0	0	196	\$ 6,878.18	\$ 10,632.98	\$ 1,751.12	\$ 19,262.27	\$ -	\$ 22,635.47
Task 8 Final SSAR																									
Prepare Final SSAR	Hours	6	4	8	16	6	8	48	\$ 2,520.94	\$ 5,326.24	\$ 784.72	\$ 8,631.90							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 Subtotal		6	4	8	16	6	8	48	\$ 2,520.94	\$ 5,326.24	\$ 784.72	\$ 8,631.90	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9 Prepare 2020 Cycle 10 HSIP Applications																									
Prepare up to 3 applications	Hours	6	4	18	24	12		64	\$ 3,559.32	\$ 7,520.13	\$ 1,107.95	\$ 12,187.40							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9 Subtotal		6	4	18	24	12	0	64	\$ 3,559.32	\$ 7,520.13	\$ 1,107.95	\$ 12,187.40	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Total		139	50	184	244	138	16	771	\$ 43,721.68	\$ 92,375.17	\$ 13,609.68	\$ 149,706.53	38	48	104	74	8	8	280	\$ 10,768.92	\$ 16,647.67	\$ 2,741.66	\$ 30,158.25	664	\$ 179,864.78
Other Direct Costs																									
Description	Rate	Unit	Quantity	ODC Total									Description	Rate	Unit				ODC Total						
Travel- Mileage	\$0.575	miles	0	\$ -									Mileage	\$0.580	200.00	miles			\$116.00						
				\$ -									Reproductions-half size	\$0.35	10.00	sheets			\$3.50						
				\$ -																					
Kittelson Expense Total				\$ -									MT Expense Total						\$119.50						\$119.50
Grand Total												\$ 149,706.53											\$ 30,274.25		\$ 179,980.78

Kittelson Note: Rates shown above are maximum classification rates. Actual wage rates will be invoiced not to exceed classification maximums.

ID	Task Name	Duration	Start	Finish	January	February	March	April	May	June	July	August	September	October	November	December	January	February
					M	E	B	M	E	B	M	E	B	M	E	B	M	E
1	NTP	0 days	Wed 7/1/20	Wed 7/1/20														
2	Project Management	100 days	Tue 7/14/20	Tue 12/1/20														
3	PMT 1	0 days	Tue 7/14/20	Tue 7/14/20														
4	PMT 2	0 days	Tue 8/11/20	Tue 8/11/20														
5	PMT 3	0 days	Tue 9/8/20	Tue 9/8/20														
6	PMT 4	0 days	Tue 10/6/20	Tue 10/6/20														
7	PMT 5	0 days	Tue 11/3/20	Tue 11/3/20														
8	PMT 6	0 days	Tue 12/1/20	Tue 12/1/20														
9	Task 2 - Document Review	17.5 days	Wed 7/1/20	Fri 7/24/20														
10	Document Collection & Standards	2 wks	Wed 7/1/20	Tue 7/14/20														
11	Summary Memo	1.5 wks	Wed 7/15/20	Fri 7/24/20														
12	Task 3 - Data Collection	33.5 days	Wed 7/1/20	Mon 8/17/20														
13	Crash Data Collection	2 wks	Wed 7/1/20	Tue 7/14/20														
14	Traffic Data Collection	2 wks	Wed 7/15/20	Tue 7/28/20														
15	Low-Cost Countemeasure Research	4 days	Fri 7/24/20	Thu 7/30/20														
16	Draft Technical Memorandum	1 wk	Thu 7/30/20	Thu 8/6/20														
17	City Review	1 wk	Thu 8/6/20	Thu 8/13/20														
18	Final Technical Memorandum	2 days	Thu 8/13/20	Mon 8/17/20														
19	Task 4 - Data Analysis & Countermeasure Selection	25 days	Mon 8/17/20	Mon 9/21/20														
20	Draft Report	3 wks	Mon 8/17/20	Mon 9/7/20														
21	City Review	1 wk	Mon 9/7/20	Mon 9/14/20														
22	Final Report	1 wk	Mon 9/14/20	Mon 9/21/20														
23	Task 5 - Identify Priority Safety Projects	25 days	Mon 9/21/20	Mon 10/26/20														
24	Draft Project List	3 wks	Mon 9/21/20	Mon 10/12/20														
25	City Review	1 wk	Mon 10/12/20	Mon 10/19/20														
26	Final Draft Project List	1 wk	Mon 10/19/20	Mon 10/26/20														
27	Task 6 - Draft Systemic Safety Analysis Report	20 days	Mon 10/26/20	Mon 11/23/20														
28	Prepare Draft SSAR Report	3 wks	Mon 10/26/20	Mon 11/16/20														
29	City Review	1 wk	Mon 11/16/20	Mon 11/23/20														
30	Task 7 - Engineering Design & Cost Estimates	35 days	Mon 10/19/20	Mon 12/7/20														
31	Concept Design & Estimates	4 wks	Mon 10/19/20	Mon 11/16/20														
32	City Review	1 wk	Mon 11/16/20	Mon 11/23/20														
33	Final Concept Design & Estimate	2 wks	Mon 11/23/20	Mon 12/7/20														
34	Task 8 - Final Systemic Safety Analysis Report	20 days	Mon 11/23/20	Mon 12/21/20														
35	Final Draft SSAR	2 wks	Mon 11/23/20	Mon 12/7/20														
36	City Review	1 wk	Mon 12/7/20	Mon 12/14/20														
37	Final SSAR Report	1 wk	Mon 12/14/20	Mon 12/21/20														
38	Task 9 - To Be Determined	4 wks	Mon 12/21/20	Mon 1/18/21														





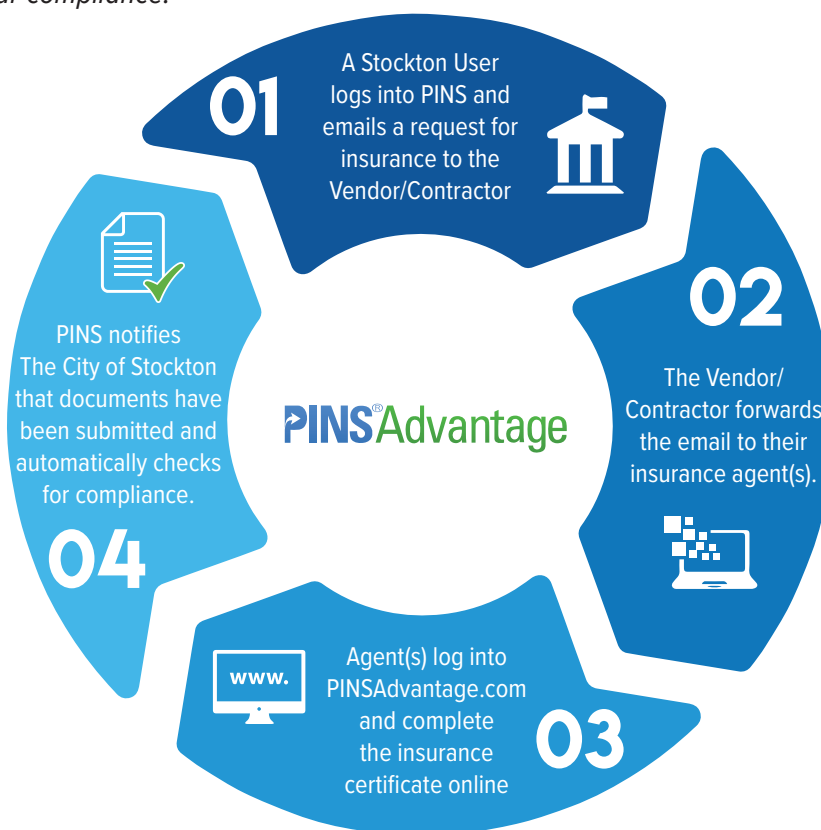
The City of Stockton is now using www.PINSAdvantage.com to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

The PINS system starts with **The City of Stockton**. A **Stockton User** logs into PINS and emails a request for proof of insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the request email to their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into www.PINSAdvantage.com and completes the insurance certificate online.

Note: Vendors will receive the insurance request email from: no-reply@pinsadvantage.com

Thank you for your compliance!



PINS Advantage

www.pinsadvantage.com
+ 1 626 844 1838

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

Insurance Requirements for Most Contracts
Systemic Safety Analysis Report Program, Project No. PW1813

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

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

Verification of Coverage

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

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

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the

same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

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

Certificate Holder Address

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

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

I. PURPOSE

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

II. POLICY

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

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

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

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

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

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

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

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

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

- i. 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

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

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

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

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

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

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

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

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

- 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

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

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

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

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

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

supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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

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

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

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

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

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

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

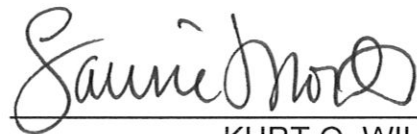
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

IX. COMMUNICATION OF POLICY

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

APPROVED:



KURT O. WILSON
CITY MANAGER

::ODMA\GRPWISE\COS.PER.PER_Library:96180.1