PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this __ day of _____ 2020, between the CITY OF STOCKTON, a municipal corporation ("City"), and **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is **1300 CLAY STREET, SUITE 325, OAKLAND, CA 94612** ("Consultant") for the **STOCKTON TRAFFIC MANAGEMENT SYSTEM CONFIGURATION REPORT AND TRAFFIC SIGNAL DESIGN AND OPERATIONS GUIDE (PROJECT NO. PW1522)**, 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. <u>SCOPE OF SERVICES.</u> 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. <u>COMPENSATION.</u> 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 **$158,980.00** or as otherwise mutually agreed to in a Contract Amendment.

3. <u>INSURANCE.</u> 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. <u>INDEMNITY AND HOLD HARMLESS.</u> With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent

than permitted under the public policy of the State of California, Consultant shall indemnify, and hold harmless City, its Mayor, Council, officials, and employees from and 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. <u>SCHEDULE AND TERM.</u> 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 **November 30, 2024**, unless extended by mutual agreement through the issuance of a Contract Amendment.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used, and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to

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

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

a. TITLE VI

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

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

b. DISCRIMINATION AND HARASSMENT POLICY

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

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

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

d. PREVAILING WAGE RATES

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

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

i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at *http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf*. The Consultant shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to City the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under Consultant, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. PAYROLL RECORDS - The Consultant to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all

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

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

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

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

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

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

the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

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

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

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

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

   ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

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

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

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

To Consultant:	Kimley-Horn & Associates, Inc. 1300 Clay Street Suite 325 Oakland, CA 94612	To City:	Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202

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

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

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

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

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

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

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

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

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

24. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

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

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26. <u>AUTHORITY.</u> 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: _____
Print Name

BY:_____
ELIZA R. GARZA, CMC
CITY CLERK

APPROVED AS TO FORM:

BY:_____
DEPUTY CITY ATTORNEY

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____
Signature

Title:_____

integration of video detection cameras from the field to the TMC, and the conversion of traffic signal timings to a new controller firmware. The TMC upgrades included the preparation of new electrical and mechanical plans for a new HVAC system to accommodate existing and new equipment loads including a new video wall.

Santa Clarita ITS Master Plan Update, Santa Clarita, CA

Kimley-Horn completed the update to the City of Santa Clarita's ITS Master Plan. As part of the plan, Kimley-Horn conduct a complete assessment of the traffic signal controllers, communication facilities and other traffic signal support systems throughout the City. The purpose of the analysis was to gain a full understanding of the existing system and establish a foundation for the recommendation of any potential future signal system upgrades or replacements for the City. Kimley-Horn met with internal and external stakeholders, conducted a needs assessment, identified opportunities and recommended solutions as they relate to the traffic signal system, traffic management, ITS, communications and performance monitoring. The strategies identified in the Master Plan included industry best practices and the impacts on maintenance and operations such as those with the City's existing staff.

ITS Master Plan, Rocklin, CA

Kimley-Horn has been working with the City of Rocklin to develop their ITS Master Plan. The primary goal of the plan will be to establish a clear roadmap for systematic ITS implementation, outline opportunities for utilizing new, advanced technology, and to equip the City with the tools to be a forward-thinking partner in the region. This effort includes assisting the City with identifying new signal equipment, communications infrastructure, traffic signal controller hardware and firmware, video system, traveler information components, central control software and hardware, as well as developing an overall data management strategy. The developing of the ITS Master Plan will prepare and position the City when competing for local, regional, and state funding grants.

Intelligent Transportation System Strategic Deployment (ITSSD) Plan Update, Fresno, CA

Kimley-Horn has updated the Fresno County ITS Plan, which was last updated in 1999. Kimley-Horn led a series of stakeholder outreach meetings to identify needs and regional ITS projects. The Plan has an emphasis on federal funding to assist local agencies in the federal process for ITS technology projects for agencies that have currently adopted ITS and for those agencies that may implement technology solutions in the short or mid-term. As part of the ITS Strategic Deployment Plan, we developed the County's ITS Architecture in conformance with FHWA's Final Rule. We populated the Turbo Architecture database, and added significant regional projects to the ITS Architecture. We developed requirements, documented ITS standards, and collected stakeholder agreements. The plan is user friendly, and includes elements important to rural technology applications.

Citywide Traffic Signal Equipment and Infrastructure Assessment Study, Rancho Mirage, CA

The City of Rancho Mirage (City) was interested in leveraging advanced technologies to benefit traffic operations throughout its jurisdiction, with an eye on improving operations, performance measurement, and data sharing. To guarantee that it set off in the right direction, Rancho Mirage needed a consultant who could successfully perform an assessment study of the City's current operations and infrastructure and provide a clear set of options for the future. Kimley-horn knew the ins and outs of traffic signal systems and communications networks; had the technical savvy to develop creative, low-cost solutions to traffic operations challenges; brought a wealth of experience working with a toolbox of different types of technologies and programs across the nation; and was passionate about taking their system to the next level of performance.

7 DETAILED WORK PLAN

Tasks 1 through 3 will happen concurrently, but will incorporate key elements from the other tasks. The TMS Configuration Report in Task 5 will be a cohesive and comprehensive document that will include the key outcomes of Tasks 1 through 4. Our team will progress with the early stages of Task 6 shortly after completing the Concept of Operations and Needs Assessment for Tasks 1 through 4. This approach will allow for the project to be completed within the City's required schedule. The Project Workflow Diagram on the following page provides a graphical representation of the input and information that will go into each task, as well as how the tasks correspond to each other.

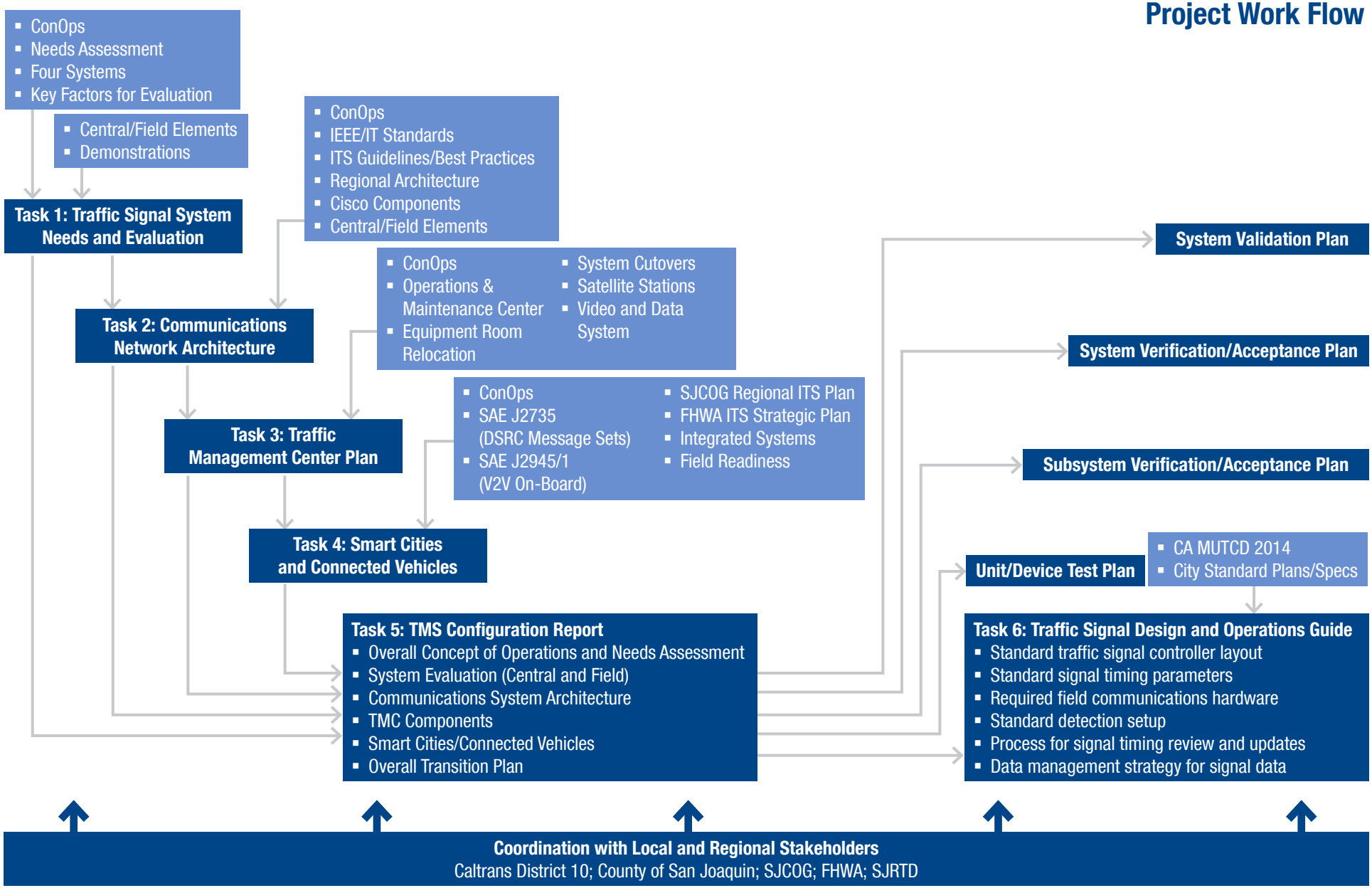
The following detailed work plan discusses what each task entails.

Task 1: Traffic Signal Control System Needs and Evaluation

Task 1-3 Project Needs Assessment and Concept of Operations Workshop. Within two weeks of the project kick-off meeting, Kimley-Horn will develop a Needs Assessment and Concept of Operations (ConOps) for the *Traffic Signal System, Communications Network Architecture, and Traffic Management Center (TMC)*. This initial document will be based on discussions with the City during the project kick-off meeting, along with our extensive knowledge of the City's existing systems. Kimley-Horn will submit the initial Needs Assessment and Concept of Operations document to the City for review and distribution to project stakeholders.

EXHIBIT A

Project Work Flow



Kimley-Horn will arrange and attend a stakeholder workshop to discuss the initial needs assessment and ConOps for tasks 1 through 3. The intended outcome of this workshop will be to solicit stakeholder feedback on the initial document, refine stakeholder needs, and develop a set of more detailed functional needs for the traffic control signal system, communications network, and TMC. Kimley-Horn will arrange and attend monthly follow-up meetings after the workshop to discuss progress on Task 1-3 deliverables and solicit feedback and input from stakeholders.

Following development of the Traffic Signal Control System Needs Assessment and Concept of Operations, Kimley-Horn will develop evaluation criteria, and work with the City and stakeholders to refine the criteria. The intent of this effort is to breakdown and assess the criteria to the point where the final evaluation criteria are representative of exactly what the City needs. The criteria for evaluating the system will be fundamentally based on the detailed functional needs, operational needs, and the City's user needs. Similar to evaluations for other ITS elements, the traffic signal control system evaluation can be broken down into the following four categories:

- **User interface** – Determine how intuitive the system is, and whether users can identify and manipulate system parameters with relative ease
- **Functionality** – Determine how capable the system is to responding to critical situations and typical situations the City faces.
- **Reliability** – Determine how consistent and dependable the performance of the central system software, and any system hardware is. In addition, review dependability and reliability of vendor support.
- **Cost** – Review cost of all system elements including software, hardware, licensing, and warranty.

Starting with our extensive database of the City's existing TMS assets, the Kimley-Horn Team will conduct an inventory of the City's existing traffic signal control system, including field elements such as controller cabinet types, traffic signal controller types, signal timing configurations, communications, and operations. This will set the baseline for the existing system.

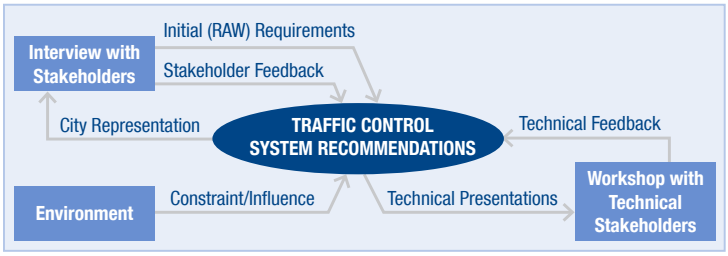
Kimley-Horn will then develop a list of traffic signal control system vendors to evaluate and begin gathering specific information and data from those vendors. Based on recent evaluations conducted by Kimley-Horn, we propose to evaluate the following vendors (and corresponding traffic management systems):

- Siemens (Tactics) – existing City of Stockton traffic signal control system
- Transcore (TransSuite) – existing City of Stockton traffic signal control system
- Intelight (MaxView ATMS)
- Econolite (Centracs)
- McCain (Transparity)
- Cubic/Trafficware (ATMS.now)

This initial list of vendors/systems will be refined and adjusted based on discussions with the City, and system needs.

In addition, because the City operates two adaptive traffic signal control systems, Kimley-Horn will consider adaptive traffic signal control systems and system vendors in this evaluation to guarantee corridors with unique traffic operations needs are not overlooked.

Once a shortlist of viable traffic signal control systems has been approved by the City, the shortlisted system vendors will be invited to conduct live testing (system demonstrations) to test the signal system operations, ease of use and functionality, and field component compatibility. The duration of the demonstration period will be determined by the City prior to shortlisting the systems. In addition, prior to the start of live demonstrations, Kimley-Horn will develop a set of testing guidelines.



Using the system evaluations and the live test results, Kimley-Horn will prepare a Traffic Signal Control System Recommendations Report that will outline the system evaluation process, system testing results, recommended system, and a transition plan. The traffic signal control system transition plan will outline necessary steps for the City to decommission existing traffic signal control system elements (if necessary) and migrate to using the new traffic signal control system components over a specified period.

DELIVERABLES:

- ✓ *Concept of Operations and Needs Assessment (Included with Tasks 2 and 3)*
- ✓ *Traffic Signal Control System Recommendations Report (Draft and Final)*
- ✓ *Traffic Signal Control System Testing Guidelines*

Task 2: Communications Network Architecture

We understand that one of the main issues for this architecture is the relocation and re-routing of the fiber optic network to move the central equipment room to the City's current offices or potentially a new location for City offices. Knowing this, Kimley-Horn will work with the City to develop a future communications network architecture based on the City's goals for center-to-field communications to support monitoring of traffic signal system operations and devices, including necessary transitions/migrations and cutovers.

In this task, Kimley-Horn will confirm the existing communications network infrastructure using the current information we have in our files, and work with the City to identify key challenges, future expansion objectives, and milestones for closing gaps in the existing and future communications network. We will use their extensive knowledge of the City's existing network to develop initial network overview documents to begin discussions with the City.

Kimley-Horn will develop existing and future communications network architecture based on ITS guidelines and IEEE standards. The network architecture will be documented in Microsoft Visio diagrams for City review. The diagrams will include relevant central and field communications network elements such as edge switches, aggregation switches, traffic signal system servers, video management system equipment, device configurations and protocols, etc. Our review and documentation will also include relevant City enterprise network appliances, and network security elements.

The Communications Network Architecture Plan will include the communications network needs and requirements and a communications network transition/cutover plan.

DELIVERABLES:

- ✓ *Concept of Operations and Needs Assessment (Included with Tasks 1 and 3)*
- ✓ *Communications Network Architecture Plan (Draft and Final)*

Task 3: Traffic Management Center Plan

Following the initial stakeholder workshop, and development of the TMC Needs Assessment and ConOps, Kimley-Horn will work with the City and stakeholders to identify key components of the new TMC. This task will include identifying desired TMC functionality, operational roles and responsibilities, and critical facility needs and considerations that will be addressed during a future design phase. Kimley-Horn will work with the City traffic group and other key stakeholders (determined by the City's Project Manager) to outline specific system requirements for the TMC from which high-level design concepts and space planning approaches will be based. The TMC Plan will include general recommendations, such as staffing and hours of operations; facility recommendations such as video wall, workstations, and system configurations; and operational recommendations such as video/data distribution and center-to-center connections.

Similar to Tasks 1 and 2, a key component of the TMC Plan will be a transition plan outlining an approach for transitioning from the City's current TMC operation to the future TMC operation. The TMC transition plan will outline the migration steps discussing which systems will be abandoned and when, as well as which new systems will be integrated and when over the course of the transition.

DELIVERABLES:

- ✓ *Concept of Operations and Needs Assessment (Included with Tasks 1 and 2)*
- ✓ *Traffic Management Center Plan (Draft and Final)*

Task 4: Smart Cities and Connected Vehicles

The outcome of the Needs Assessment and ConOps for Tasks 1 through 3 will inform the Needs Assessment and ConOps for this task so Kimley-Horn proposes to stagger the start of this task to follow the completion of those documents. Kimley-Horn will solicit input from the City and stakeholders regarding potential smart cities and connected vehicle needs. Kimley-Horn anticipates the needs will be based on FHWA's ITS Strategic Plan and San Joaquin County Council of Government's Regional ITS plan, among other relevant documents. Kimley-Horn will also review FHWA's JPO-18-629 which outlines a readiness assessment framework based on the Capability Maturity Model (CMM). Based on the City's needs, and review of existing studies, strategies, and guidelines, Kimley-Horn will develop a brief set of policies and guidance that could be implemented to facilitate readiness.

Kimley-Horn will also develop a list of C/AV applications and methodologies for phasing and implementation. Some applications may be part of near-term deployments, and considered for incorporation into the Traffic Signal Design and Operation Guide, while others may be longer-term deployments. These elements will be presented in the Smart Cities and Connected Vehicles Implementation Plan

DELIVERABLES:

- ✓ *Local and regional stakeholder meetings*
- ✓ *Concept of Operations and Needs Assessment*
- ✓ *Recommendations and Implementation Plan (Draft and Final)*

Task 5: TMS Configuration Report

The TMS Configuration Report will be based on the various reports developed in Tasks 1 through 4. Kimley-Horn will begin work on the 65% Draft TMS Configuration Report before completion of Tasks 1 through 4. The completed 65% Draft TMS Configuration Report will be based on the final Traffic Signal Control System Evaluation, Communications Network Architecture, Traffic Management Center Plan, and Smart Cities and Connected Vehicles Plan. The

TMS Configuration Report will discuss the proposed Traffic Signal Control System Evaluation outcome and recommendations. Any proposed changes to the City's Communications Network Architecture will also be discussed. The TMS Configuration Report will also include details on recommended TMC modifications and upgrades. Smart Cities and Connected Vehicle accommodations that the City should consider will be included in the report.

Kimley-Horn will also prepare systems engineering documents based on the "V" model, similar to the systems engineering management plan documents Kimley-Horn developed for the City on the Wilson Way Adaptive Traffic Signal Control Project. Kimley-Horn will develop a System Validation Report, System Verification and Acceptance Report, and the Unit and Device Test Report for the traffic signal control system, communications network, TMC, and smart cities and connected vehicles.

DELIVERABLES:

- ✓ *Prepare 65% draft TMS Configuration Report*
- ✓ *Prepare 95% draft TMS Configuration Report*
- ✓ *Prepare 100% final TMS Configuration Report*
- ✓ *System Validation Plan (draft/final)*
- ✓ *System Verification/Acceptance Plan (draft/final)*
- ✓ *Subsystem Verification/Acceptance Plan (draft/final)*
- ✓ *Unit/device Test Plan (draft/final)*

Task 6: Traffic Signal Design and Operation Guide

Kimley-Horn will review the City's existing Traffic Signal Design and Operations Guide and meet with the City to discuss what portions of the existing guide the City still uses, and what additional needs the City has that the existing guide does not satisfy. The traffic signal system, communications network architecture, and TMC will inform the design and operations guide, as will any possible smart cities and connected vehicle roadside equipment needs. Kimley-Horn will document the City's existing inventory of traffic signal equipment, including traffic signal cabinets, field communications network equipment, detectors, controllers, adaptive system hardware, CCTV cameras, and EVP/TSP equipment, among others.

Based on the outcome of Tasks 1-4, Kimley-Horn will work with the City to develop design standards for City's traffic signal equipment installations. The standards may include cabinet type, controller type, field communications hardware, CCTV camera type and placement, EVP/TSP equipment. This information may be represented visually in a report (e.g., figure showing cabinet elevation detail showing where equipment is placed within the cabinet).

In addition to traffic signal design recommendations, Kimley-Horn will develop recommendations for traffic operations. Kimley-Horn will research the City's existing process and procedures for developing and implementing traffic signal timing plans. Kimley-Horn will work with the City to develop consistent documentation standards (for example, develop consistent timing sheets for record keeping and field implementation), establish standard traffic signal timing parameters where appropriate, and come up with a standard process for managing the City's traffic signal timing database.

Kimley-Horn will use all relevant standards and guidance to develop the Traffic Signal Design and Operation Guide, including the California MUTCD 2014, Caltrans Standard Plans and Specifications, City's Standard Plans and Specifications, in addition to other similar documents Kimley-Horn has developed for other projects.

Kimley-Horn will prepare the 65% draft of the Traffic Signal Design and Operations Guide and submit to the City for review. Upon receipt of comments on the 65% draft, we will prepare a comments response matrix, incorporate the City's comments and prepare the 95% draft. Upon receipt of comments on the 95% draft, we will prepare a comments response matrix, incorporate the City's comments and prepare the 100% Final of the Traffic Signal Design and Operations Guide.

DELIVERABLES:

- ✓ *City Stakeholder Meetings*
- ✓ *Concept of Operations and Needs Assessment (Draft and Final)*
- ✓ *Prepare 65% Draft Traffic Signal Design and Operations Guide*
- ✓ *Prepare 95% Draft Traffic Signal Design and Operations Guide*
- ✓ *Prepare 100% Final Traffic Signal Design and Operations Guide*

Task 7: Project Management

Project management activities will include the following:

- Attend project kick-off meeting and prepare meeting minutes and agenda
- Arrange and attend monthly progress meetings with the City (assuming up to six (6) meetings)
- Prepare and complete updates to the project schedule, as needed (Microsoft Project)
- Prepare up to six (6) monthly progress reports, schedule updates and invoices, and participate in monthly conference calls with City staff to discuss internal action items and schedule impacts

DELIVERABLES:

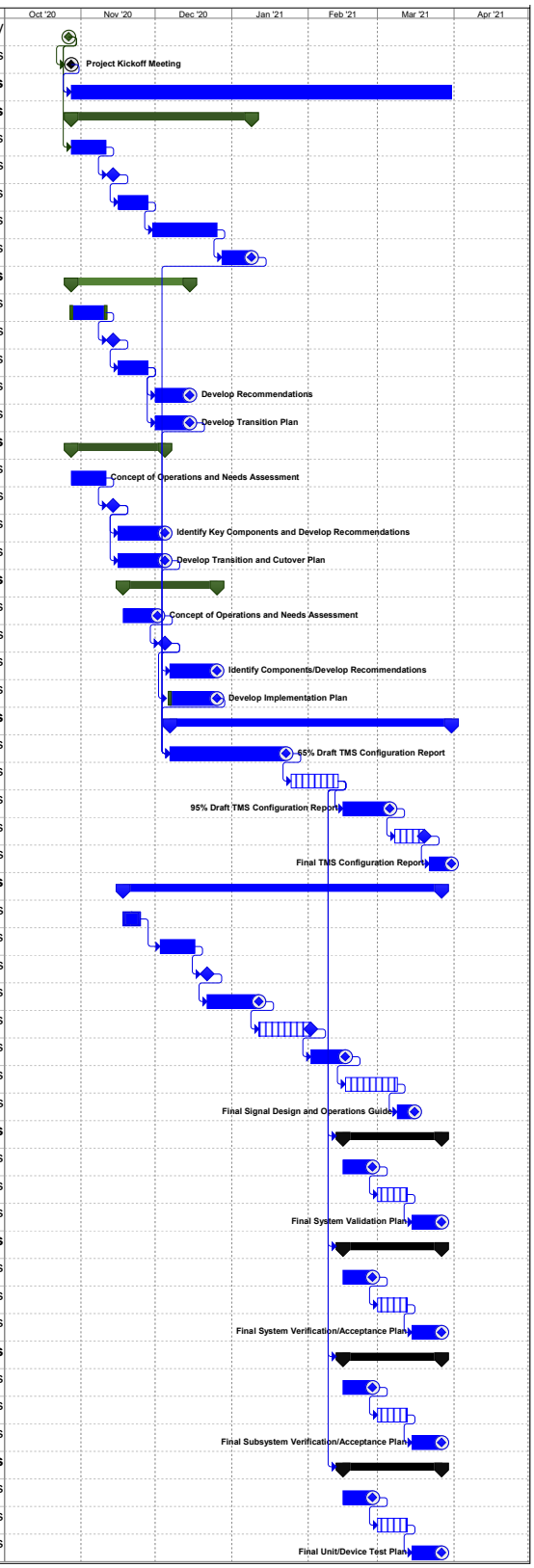
- ✓ *Project schedule (monthly, at minimum)*
- ✓ *Monthly progress meetings*

		Kimley-Horn and Associates, Inc.													
	Name	Kevin Aguigui	Randy Durrenberger	Jean Fares	Brian Sowers	Doug Gettman	Alyssa Phaneuf	Kwasi Akwabi	Frank Nguyen						
	Category/Title	Project Manager	Principal-in-Charge	QA/QC	Sr. Prof. II	Sr. Prof. II	Sr. Prof. I	Sr. Prof. I	Ntwrk Engr	Senior Engineer	Engr	Analyst	Proj Support		
	Billing Rate	$290	$295	$280	$270	$250	$240	$240	$170	$240	$185	$140	$115	Total Hours	Total Cost
Task 1:	**Traffic Signal System Needs and Evaluation**	34	0	2	0	0	43	18	0	0	28	30	4	159	**$34,900**
	ConOps/Needs Assessment Workshop (Tasks 1 to 3)	4					8	8			8	4	1	33	$7,155
	Concept of Operations and Needs Assessment	6					12	4			2	4		28	$6,510
	Traffic Signal Control System Evaluations	12					10	6			4	12	1	45	$9,855
	Conduct Demonstrations	4					4				2	2	1	13	$2,885
	Local and Regional Stakeholder Meetings													0	$0
	Develop Report and Transition Plan	8		2			9				12	8	1	40	$8,495
Task 2:	**Communications Network Architecture**	12	0	0	0	0	0	18	22	4	8	10	4	78	**$15,840**
	Concept of Operations and Needs Assessment	2						10	8			2	1	23	$4,735
	Conduct Research and Trade Studies							2	4		2	4	1	13	$2,205
	City Stakeholder Meetings	2							2		2			6	$1,290
	Develop Recommendations	4						2	4	2			1	13	$2,915
	Develop Report and Transition Plan	4						4	4	2	4	4	1	23	$4,695
Task 3:	**Traffic Management Center Plan**	26	3	0	0	0	0	18	0	8	8	6	3	72	**$17,330**
	Concept of Operations and Needs Assessment	4	1					2		2	2	2	1	14	$3,180
	Local and Regional Stakeholder Meetings	4									2	2		8	$1,810
	Identify Key Components		1					4						5	$1,255
	Develop Recommendations	8	1					6		2	2		1	20	$5,020
	Develop Transition and Cutover Plan	10						6		4	2	2	1	25	$6,065
Task 4:	**Smart Cities and Connected Vehicles**	4	0	0	0	10	0	0	0	0	0	12	1	27	**$5,455**
	Concept of Operations and Needs Assessment	2				4						4	1	11	$2,255
	Local and Regional Stakeholder Meetings													0	$0
	Identify Key Components					4						4		8	$1,560
	Develop Recommendations and Implementation Plan	2				2						4		8	$1,640
Task 5:	**TMS Configuration Report**	40	0	4	0	0	11	38	9	4	16	46	9	177	**$37,405**
	Prepare 65% Draft	14		2			4	10	3		6	4	2	45	$10,390
	Prepare 95% Draft	12		2			4	10	4		6	6	3	47	$10,375
	Prepare 100% Final	6					3	2	2	4	4	4		25	$5,540
	Draft System Validation Report	2						2				4	1	9	$1,735
	Final System Validation Report							2				4		6	$1,040
	Draft System Verification/Acceptance Report	2						2				4	1	9	$1,735
	Final System Verification/Acceptance Report							2				4		6	$1,040
	Draft Subsystem Verification/Acceptance Report	2						2				4	1	9	$1,735
	Final Subsystem Verification/Acceptance Report							2				4		6	$1,040
	Draft Unit/Device Test Report	2						2				4	1	9	$1,735
	Final Unit/Device Test Report							2				4		6	$1,040
Task 6:	**Traffic Signal Design and Operations Guide**	17	0	4	32	0	0	32	0	0	19	34	4	142	**$31,105**
	Review Existing Signal Design and Operations Guide	2			2			4				2	1	11	$2,475
	Conduct System Inventory										4	8	1	13	$1,975
	City Stakeholder Meetings	2									4			6	$1,320
	Prepare 65% Draft	7		2	14			12			4	8	1	48	$11,225
	Prepare 95% Draft	4		2	12			10			4	8		40	$9,220
	Prepare 100% Final	2			4			6			3	8	1	24	$4,890
Task 7:	**Project Management**	12	0	0	0	0	0	4	0	0	0	10	7	33	**$6,645**
	Kick-off Meeting	4						4				4	2	14	$2,910
	Progress Reports/Coordination	4										2	2	8	$1,670
	Monthly Schedule Updates	4										4	3	11	$2,065
	TOTAL HOURS	**145**	**3**	**10**	**32**	**10**	**54**	**128**	**31**	**16**	**79**	**148**	**32**	**688**	
	Subtotal Labor:	$42,050	$885	$2,800	$8,640	$2,500	$12,960	$30,720	$5,270	$3,840	$14,615	$20,720	$3,680		$148,680
		Siegfried Engineering													$10,000
		Other Direct Costs (Mileage, Parking, etc.)													$300
	TOTAL COST:														**$158,980**

EXHIBIT C

10 SCHEDULE

ID	Task Name	Start	Finish	Duration
1	NTP (assumed after City Council approval)	Tue 10/27/20	Tue 10/27/20	1 day
2	Project Kickoff Meeting	Tue 10/27/20	Tue 10/27/20	0 days
3	**Project Management**	**Wed 10/28/20**	**Tue 3/30/21**	**110 days**
4	**Task 1: Traffic Signal Needs and Evaluation**	**Wed 10/28/20**	**Fri 1/8/21**	**53 days**
5	Concept of Operations and Needs Assessment	Wed 10/28/20	Tue 11/10/20	10 days
6	Local and Regional Stakeholder Meeting	Wed 11/11/20	Fri 11/13/20	3 days
7	Traffic Signal Control System Evaluations	Mon 11/16/20	Fri 11/27/20	10 days
8	Conduct Demonstrations	Mon 11/30/20	Fri 12/25/20	20 days
9	Prepare Recommendatons and Transition Plan	Mon 12/28/20	Fri 1/8/21	10 days
10	**Task 2: Communications Network Architecture**	**Wed 10/28/20**	**Mon 12/14/20**	**34 days**
11	Concept of Operations and Needs Assessment	Wed 10/28/20	Tue 11/10/20	10 days
12	City Stakeholder Meetings	Wed 11/11/20	Fri 11/13/20	3 days
13	Conduct Research and Trade Studies	Mon 11/16/20	Fri 11/27/20	10 days
14	Develop Recommendations	Tue 12/1/20	Mon 12/14/20	10 days
15	Develop Transition Plan	Tue 12/1/20	Mon 12/14/20	10 days
16	**Task 3: Traffic Management Center Plan**	**Wed 10/28/20**	**Fri 12/4/20**	**28 days**
17	Concept of Operations and Needs Assessment	Wed 10/28/20	Tue 11/10/20	10 days
18	Local and Regional Stakeholder Meeting	Wed 11/11/20	Fri 11/13/20	3 days
19	Identify Key Components and Develop Recommendations	Mon 11/16/20	Fri 12/4/20	15 days
20	Develop Transition and Cutover Plan	Mon 11/16/20	Fri 12/4/20	15 days
21	**Task 4: Smart Cities and Connected Vehicles**	**Wed 11/18/20**	**Fri 12/25/20**	**28 days**
22	Concept of Operations and Needs Assessment	Wed 11/18/20	Tue 12/1/20	10 days
23	Local and Regional Stakeholder Meeting	Wed 12/2/20	Fri 12/4/20	3 days
24	Identify Components/Develop Recommendations	Mon 12/7/20	Fri 12/25/20	15 days
25	Develop Implementation Plan	Mon 12/7/20	Fri 12/25/20	15 days
26	**Task 5: TMS Configuration Report**	**Mon 12/7/20**	**Tue 3/30/21**	**82 days**
27	65% Draft TMS Configuration Report	Mon 12/7/20	Fri 1/22/21	35 days
28	City Review	Mon 1/25/21	Fri 2/12/21	15 days
29	95% Draft TMS Configuration Report	Mon 2/15/21	Fri 3/5/21	15 days
30	City Review and Meeting	Mon 3/8/21	Fri 3/19/21	10 days
31	Final TMS Configuration Report	Mon 3/22/21	Tue 3/30/21	7 days
32	**Task 6 Traffic Signal Design and Operation Guide**	**Wed 11/18/20**	**Fri 3/26/21**	**93 days**
33	Review Existing Guide	Wed 11/18/20	Tue 11/24/20	5 days
34	Conduct/Collect System Inventory Data	Thu 12/3/20	Wed 12/16/20	10 days
35	City Stakeholder Meeting	Thu 12/17/20	Mon 12/21/20	3 days
36	65% Draft Signal Design and Operations Guide	Tue 12/22/20	Mon 1/11/21	15 days
37	City Review and Meeting	Tue 1/12/21	Mon 2/1/21	15 days
38	95% Draft Signal Design and Operations Guide	Tue 2/2/21	Mon 2/15/21	10 days
39	City Review	Tue 2/16/21	Mon 3/8/21	15 days
40	Final Signal Design and Operations Guide	Tue 3/9/21	Mon 3/15/21	5 days
41	**System Validation Plan**	**Mon 2/15/21**	**Fri 3/26/21**	**30 days**
42	Draft System Validation Plan	Mon 2/15/21	Fri 2/26/21	10 days
43	City Review	Mon 3/1/21	Fri 3/12/21	10 days
44	Final System Validation Plan	Mon 3/15/21	Fri 3/26/21	10 days
45	**System Verification/Acceptance Plan**	**Mon 2/15/21**	**Fri 3/26/21**	**30 days**
46	Draft System Verification/Acceptance Plan	Mon 2/15/21	Fri 2/26/21	10 days
47	City Review	Mon 3/1/21	Fri 3/12/21	10 days
48	Final System Verification/Acceptance Plan	Mon 3/15/21	Fri 3/26/21	10 days
49	**Subsystem Verification/Acceptance Plan**	**Mon 2/15/21**	**Fri 3/26/21**	**30 days**
50	Draft Subsystem Verification/Acceptance Plan	Mon 2/15/21	Fri 2/26/21	10 days
51	City Review	Mon 3/1/21	Fri 3/12/21	10 days
52	Final Subsystem Verification/Acceptance Plan	Mon 3/15/21	Fri 3/26/21	10 days
53	**Unit/Device Test Plan**	**Mon 2/15/21**	**Fri 3/26/21**	**30 days**
54	Drat Unit/Device Test Plan	Mon 2/15/21	Fri 2/26/21	10 days
55	City Review	Mon 3/1/21	Fri 3/12/21	10 days
56	Final Unit/Device Test Plan	Mon 3/15/21	Fri 3/26/21	10 days



CITY OF STOCKTON

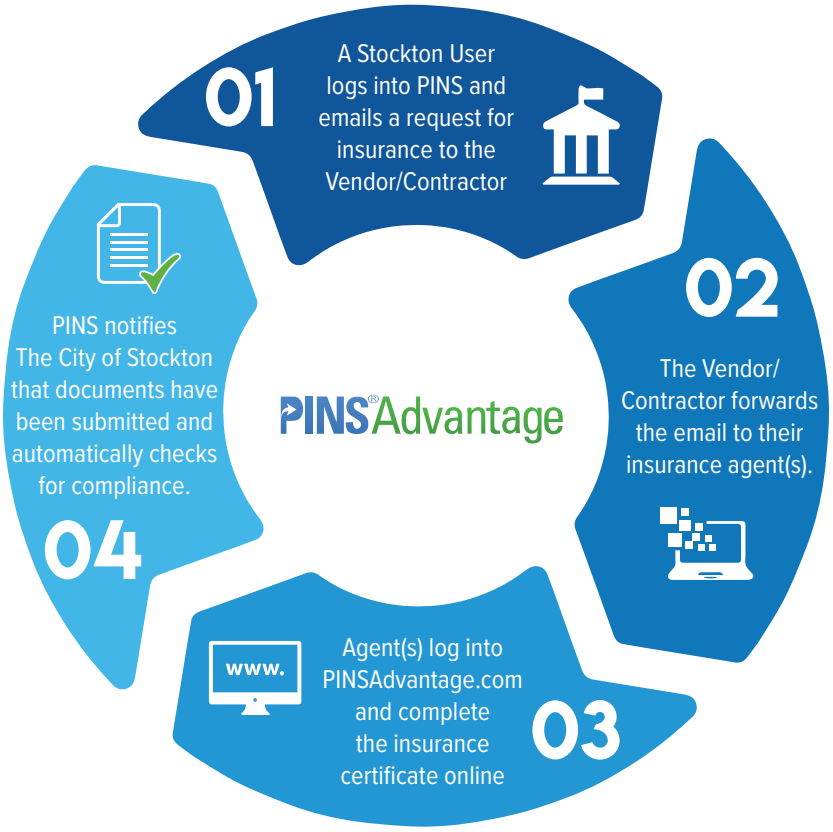
The City of Stockton is now using www.PINSAdvantage.com to track Insurance Certificates and all related documents.

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).

Insurance Requirements for Professional Services
Stockton Traffic Management System Configuration Report and Traffic Signal Design and Operations Guide, Project No. PW1522

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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: "S*ubcontractors 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:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

I. PURPOSE

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

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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.

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)

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

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.

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

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

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

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

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

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

B. Investigative Guidelines

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

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

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

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

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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

IX. COMMUNICATION OF POLICY

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

APPROVED:

KURT O. WILSON
CITY MANAGER

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