

PROFESSIONAL SERVICES CONTRACT
(for non-federal projects)

THIS CONTRACT is entered into this ___ day of _____ 2025, between the CITY OF STOCKTON, a municipal corporation ("City"), and **KJELDTSEN, SINNOCK & NEUDECK, INC.** whose address is **711 N PERSHING AVENUE, STOCKTON, CA 95203** ("Consultant") for the **AIRPORT WAY SEWER TRUNK REHABILITATION (PROJECT NO. UW21017)**, 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 **\$408,954.00** or as otherwise mutually agreed to in a Contract Amendment.

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

4. INDEMNITY AND HOLD HARMLESS. Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its

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

5. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **December 31, 2027**, unless extended by mutual agreement through the issuance of a Contract Amendment.

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

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

A. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d).
<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964>

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

B. DISCRIMINATION AND HARASSMENT POLICY

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

C. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

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

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

D. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

- i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> Consultant shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City,

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

- iii. **PAYROLL RECORDS** - The Consultant to whom the contract is awarded shall ensure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. **APPRENTICESHIP STANDARDS** - The Consultant shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

E. SANCTIONS

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

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

8. OBLIGATIONS OF CONSULTANT. Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and

Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

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

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

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

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

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

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

To Consultant: Kjeldsen, Sinnock & Neudeck, Inc.
711 North Pershing Avenue
Stockton, CA 95203

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF STOCKTON

KJELDSSEN, SINNOCK & NEUDECK, INC.

By: _____
STEVE COLANGELO
INTERIM CITY MANAGER

By: _____
Signature

ATTEST:

Print Name

BY: _____
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

Title: _____

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

WORK PLAN

TASK NO. 1 - BACKGROUND RESEARCH

1.1 - Research

KSN will research and review existing topographic mapping, photos/images, right-of-way maps, record drawings, recorded maps, surveys, assessor maps, and local street improvement plans along the project corridor. KSN will use the previous information available to us through our work on the Airport Way Beautification Project to streamline this task.

1.2 - Site Reconnaissance

The KSN team will visit the site to perform a field reconnaissance of the project limits. The KSN team will use the information collected during this time to develop preliminary recommendations for alternative pipeline rehabilitation methods. The KSN team will develop a set of preliminary design plans based on these recommendations, described in additional detail in Task No. 2.2.1.

Task Deliverables:

- Site photographs

1.3 - Surveying and Mapping

KSN will perform field surveys to develop the base mapping for the project. The scope of services KSN proposes to provide is more specifically described as follows.

1.3.1 - Control Network

Horizontal and vertical survey control for the project will be based on available published control monuments utilizing either GPS or conventional survey methods. Horizontal control will be provided based on the California Coordinate System of 1983, Zone 3, U.S. Foot units (CA83IIF), consistent with the City of Stockton's horizontal survey control network. Vertical control will be referenced to the North American Vertical Datum of 1988 (NAVD 88) based on available published National Geodetic Survey (NGS) and/or City of Stockton benchmarks.

1.3.2 - Aerial Survey

KSN will set aerial control panels at locations and frequency adequate to meet national mapping accuracy standards of 1" = 20' scale mapping, with 1' contour intervals. Mapping limits include an approximate 200' wide strip centered along Airport Way. The mapping will include a background color orthophoto.

1.3.3 - Field Surveys

Limited field surveys will be performed to gather critical site data as needed to supplement the aerial survey. Surface evidence of the existing utilities will be surveyed and include invert elevations of below grade utilities, where accessible. The information obtained by the field surveys will be incorporated into the project base mapping.

1.3.4 - Topographic Mapping

Base mapping will be prepared at a scale of 1" = 20' with spot elevations and/or 1' contour intervals. KSN will prepare the base mapping at the stated mapping scale and contour interval showing visible surface features, contours and spot elevations within the mapping limits.

Task Deliverables:

- Digital file of the topographic base mapping in an AutoCAD compatible format.

1.4 - CCTV Review

KSN will review past and current CCTV inspection videos and inspection reports provided by the City for the South Airport Way sanitary sewer trunkline to confirm deficiencies, locate manholes, determine the locations of any collection system laterals and service laterals, and assess the suitability of trenchless rehabilitation approaches. In particular, the review will seek to identify defects that could affect the selection of repair/rehabilitation alternatives. To properly perform this task, it will be necessary for the City to clean and CCTV the sewer segments for rehabilitation given no recent existing footage (previous 5 years) is available.

TASK NO. 3 - UTILITY COORDINATION

3.1 - Utility Research and Coordination

KSN will perform utility research, mapping, and coordination within the project limits along the project alignment based on the following:

3.1.1 - Identify Utility Providers

KSN will prepare a list of potentially impacted utilities using: 1) the City of Stockton and San Joaquin County standard utility contact list; 2) the list of utility subscribers to the local Underground Service Alert (USA) service; 3) the list of local utility providers that KSN has assembled over the years, and in particular from past work on Airport Way in this corridor; and 4) the utility contact information posted on existing facilities in the vicinity of the project.

Additionally, KSN will leverage the extensive utility research and mapping data collected during the Airport

Way Beautification project, which overlaps with the current project limits. This prior information will streamline the research process, reducing duplication of effort and enabling a more efficient start to the utility coordination task. KSN will also conduct a recent research effort to validate and update the existing data, ensuring that all utility information reflects current conditions and project needs.

3.1.2 - Utility Request Letter (A Letter)

Upon receipt of the Notice to Proceed, KSN will send out the Utility Request Letter to the utility companies. The Utility Request Letters will provide a description of the proposed project scope and limits and will formally request as-built documents and verification of the nature and location of existing utility facilities within the project limits. The documentation received from the utility companies will be field reviewed and verified. If necessary, follow-up communications with the utility companies will be made to clarify the size, type and extent of the existing facilities. KSN will compile the existing utility information onto an electronic "existing utilities" drawing file tied to the project horizontal control and referenced to the project base mapping.

3.1.3 - Conflict Letter (B Letter)

Subsequent to the submittal of the 65% complete project documents, KSN will send out the Conflict Letter to the utility companies. The Conflict Letter will be accompanied with a copy of the 65% project plans that will depict the locations of conflict with the new improvements. The letter will formally request the utility company to field verify the conflict and provide a schedule for the relocation of the facility in conflict. If necessary, follow-up communications with the utility companies, including field meetings and/or field surveys to locate "pothole" information provided by the utility company, will be made to clarify the conflict and/or the relocation alignment of the existing facility. KSN will incorporate the utility relocation information onto the electronic "existing utilities" drawing file described above.

3.1.4 - Final Project Plans Letter (C Letter)

Subsequent to the submittal of the completed project documents (bid set), KSN will send a set of the final project plans to each affected utility company. The letter accompanying the plans will inform the utility company of the project bid date, the approximate date construction will begin, and the approximate date construction will be completed.

KSN will maintain a utility contact summary sheet that will include pertinent information for each utility such as the contact person, address and telephone numbers, description of the utility's facilities, dates that the Utility Letters described above are sent, a summary of each utility's response to the Utility Letters, etc.

Task Deliverables:

- *Digital file of the existing utility mapping in an AutoCAD compatible format.*
- *Digital file copy of "A" Letter sent to each utility company in PDF compatible format.*
- *Digital file copy of "B" Letter sent to each utility company in PDF compatible format.*
- *Digital file copy of "C" Letter sent to each utility company in PDF compatible format.*
- *Digital file of the utility contact summary in Excel compatible format.*

TASK NO. 4 - PLANS, SPECIFICATIONS & ESTIMATES (CONSTRUCTION DOCUMENTS)

4.1 - Engineering Design

The KSN Team will prepare a Preliminary Design Technical Memorandum, improvement plans, traffic control plans, bypass plans, specifications (in City of Stockton format), and an engineer's opinion of probable construction cost (estimate). The plans, specifications, and estimate (PS&E) packages will be prepared in accordance with the City's standards and current California Manual on Uniform Traffic Control Devices (CA MUTCD), as appropriate.

4.1.1 - Preliminary Design Report

KSN will evaluate the capacity, integrity and useful life of the pipeline, and recommend the most appropriate rehabilitation alternatives to extend the useful life of each pipe segment based on potential results and cost effectiveness. Rehabilitation measures recommended will include examples of where the proposed technology was utilized. A preferred, final recommendation will be identified. Costs for the recommended rehabilitation measures will be developed. A decision matrix of the final recommended improvements will be developed, which will consider criteria including impacts to residential neighbors and businesses and sewage flow bypass.

The Preliminary Design Report will consist of a 3-to-5-page Technical Memorandum in letter format and will include a recommendation for the appropriate rehabilitation method(s) for the project, and will present criteria for the final design of improvements. KSN will attend a meeting with City staff to discuss the report.

Task Deliverables:

- *Digital copy of the Draft Preliminary Design Report in PDF format.*
- *Digital copy of the Final Preliminary Design Report in PDF format.*

4.1.2 - 65% PS&E Documents

Plan sheets included in the 65% PS&E submittal will include the following:

- Title Sheet
- General Notes
- Project Control Plan
- Erosion Control Plans
- Traffic Control Plans, including anticipated access restrictions to adjacent properties.
- Bypassing Plans, including anticipated service interruptions.
- Sanitary Sewer Design Improvement Plans and Profiles at a scale of 1" = 40', including existing structures, rim and invert elevations, other utilities in plan and profile view with relevant protection measures for adjacent properties and existing improvements as appropriate.
- Project specific details and typical cross-sections details.

The improvement plans will be prepared in an Autodesk Civil 3D version 2018 compatible electronic format. KSN will prepare the technical specifications and/or special provisions for the proposed improvements. These specifications will be incorporated with general conditions and the bid forms prepared by the design team. Specifications will be prepared in a Microsoft Word 365 compatible electronic format. KSN will prepare an engineer's opinion of probable construction cost for the proposed improvements. The spreadsheet will be prepared in a Microsoft Excel 365 compatible electronic format.

Task Deliverables:

- *Digital copy of the full-size set of plans in PDF format.*
- *Digital copy of the technical specifications in PDF format.*
- *Digital copy of the engineer's opinion of probable construction cost in PDF format.*

4.1.3 - 90% PS&E Documents

The 90% submittal will incorporate the City's comments from the 65% submittal and further develop the PS&E documents.

Task Deliverables:

- *Digital copy of the full-size set of plans in PDF format.*
- *Digital copy of the technical specifications in PDF format.*
- *Digital copy of the engineer's opinion of probable construction cost in PDF format.*
- *Digital copy of the 65% review comment matrix with written responses in PDF format.*
- *Returned 65% original red-line comments.*

4.1.4 - PS&E Bid Documents

The final submittal, the bid-set, will incorporate the City's comments from the 90% submittal. A final PDF copy will be submitted to the City along with the 90% review comment matrix with written responses for review and approval prior to publishing the final submittal.

Task Deliverables:

- *Digital copy of PS&E for final review prior to plotting mylars, final specs, and opinion of probable construction cost in PDF format.*
- *One (1) stamped and signed Mylar copy of the full-size set of plans plus a digital copy in PDF format.*
- *Digital copy of stamped and signed specifications in PDF format.*
- *Digital copy of stamped and signed engineer's opinion of probable construction in PDF format.*
- *Digital copy of the drawing files in Autodesk Civil 3D 2018 compatible format.*
- *A digital copy of the 90% review comment matrix with written responses in PDF format.*
- *Returned 90% original red-line comments.*

4.2 - Quality Control

KSN has an internal quality control process that verifies all deliverables conform to applicable standards. Our process includes detailed reviews by experienced team members at each stage of the PS&E development to confirm compliance with Caltrans and City of Stockton standards, as well as to minimize typographical errors and omissions. We will prepare and provide a signed Quality Control Checklist with each deliverable submittal, demonstrating our commitment to thoroughness and adherence to the outlined requirements.

Task Deliverables:

- *Digital copy of the signed Quality Control Checklist in PDF format.*

TASK NO. 6 - COORDINATION/MEETINGS

6.1 - Project Management

KSN will perform the necessary coordination, monitoring, and administration to manage the KSN team's progress toward the project goals and milestones. KSN will prepare a monthly invoice on our standard invoice form, which will include reporting of the KSN team's project budget and progress on key deliverables.

6.2 - Meetings

Kick-Off Meeting: The KSN Team will attend a Kick-Off Meeting with City Staff and key project stakeholders. The purpose of the meeting will be, 1) to review and refine the project scope, goals, and expectations, 2) to define the lines of communication between KSN, City staff, utility companies and other project stakeholders, 3) to confirm project standards, procedures and formats; 4) to identify

project constraints and opportunities, 5) to review the project schedule, and 6) to discuss available as-built documents and other pertinent existing background information related to the project. The City of Stockton will coordinate the date, time, and location of the Kick-Off Meeting. KSN will prepare and distribute the agenda and the minutes for the Kick-Off Meeting.

Meetings w/City Staff: KSN will hold regularly scheduled teleconference meetings, (maximum 6), to discuss project progress and schedule, and to clarify project design issues and City standards. KSN will prepare and distribute agendas and minutes for each meeting.

Site Visits and Miscellaneous Meetings w/ City Staff: KSN will attend up to 4 project status meetings to be held in Stockton, to discuss project progress and schedule, and to clarify project design goals and issues. KSN will prepare and distribute the agendas and minutes for each meeting.

6.3 - Design Schedule

KSN will prepare a project schedule, with the City's input, at the outset of the project. The schedule will be updated monthly and KSN will include a schedule status update with each monthly billing. The schedule and billings will be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the City at the beginning of the project. The project schedule will be prepared using Microsoft Project.

Task Deliverables:

- *Digital copies of meeting agendas and minutes in PDF format.*
- *Digital monthly project schedule updates in PDF format.*

TASK NO. 7 - DESIGN SUPPORT DURING CONSTRUCTION

KSN will support the City's Construction Manager during the bidding and construction phases of the project by: 1) providing letters of clarification during the bidding process, 2) attending a pre-construction meeting, 3) review submittals for conformance with the contract documents, 4) preparing responses to Requests for Information (RFI), 5) prepare clarification sketches and/or minor modification to plans to address minor changes to field conditions, 6) visiting the site to review the progress of construction for conformance with the design intent of the contract documents, and 6) preparing record drawings based upon Contractor field as-builts (see Task 8).

After the construction contract has been awarded, KSN will attend a pre-construction meeting with the City and the selected contractor.

TASK NO. 8 - RECORD DRAWINGS

Upon completion of construction, KSN will prepare Record Drawings using red line plans provided by the contractor that reflect actual changes made during construction.

Task Deliverables:

- *Digital copy of Record Drawings in PDF and AutoCAD 2018 compatible formats.*

TASK NO. 9 - PRESERVING AND PERPETUATING SURVEY MONUMENTS

KSN will prepare a Pre-Construction Record of Survey for the project. The purpose of the Record of Survey will be to identify and record the location of existing monumentation prior to the construction of improvements to conform with Section 8771(b) of the Professional Land Surveyors Act. KSN will prepare a Record of Survey tied into the project's horizontal control system showing all found survey monuments. KSN will submit and process the Record of Survey through the San Joaquin County Surveyors Office and the San Joaquin County Recorder's Office.

Task Deliverables:

- *Digital copy of the final Record of Survey showing the location of found monuments prior to construction in PDF format.*

TASK NO. 10 - RIGHTS-OF-ENTRY

Minor alterations may be required on adjacent private properties in order to conform private facilities to the final project. KSN will assist the City in obtaining rights-of-way documentation from property owners as needed where work is required on their property. KSN will send out letters to property owners with a right-of-entry form (provided by the City) and supporting exhibits.

Task Deliverables:

- *Digital copy of right-of-entry letters and exhibits in PDF format.*

OPTIONAL TASK NO. 11 - POTHOLING (ALLOWANCE)

The actual improvements and potential utility conflicts are unknown at this time, and it is not possible to develop a scope of work and fee estimate for potholing. KSN has included a force account budget allowance in its fee estimate as a placeholder for potholing. The actual scope of work and fee estimate to perform the potholing will be prepared upon the completion of Task No. 3.1.2 Utility Request Letter (A Letter) and Task No. 4.1.1 Design Report when the level of effort can more accurately be determined.

WORK PLAN ASSUMPTIONS

- *The scope of work associated with potholing is not currently defined. As such, Task 1.4 includes a budget allowance that will be refined at a later date.*
- *Geotechnical engineering, investigations, evaluations, etc. are not expected to be necessary for this project based on an understanding that the sewer rehabilitation will use trenchless methods where feasible, and are therefore excluded in this scope of work.*
- *It is assumed that the project will be categorically exempt from CEQA. Any CEQA documentation, such as a Notice of Exemption, an Initial Study, Negative Declaration, Environmental Impact Report, etc., are excluded in this scope of work.*
- *It is assumed that the nature of the project work will not trigger the need for regulatory permitting. Technical subconsultants such as biologists, cultural resources consultants, archaeologists, and the preparation of any permit applications are excluded in this scope of work.*
- *It is assumed that the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and submission of a Notice of Intent (NOI) will be performed by the contractor and are therefore excluded in this scope of work.*
- *It is assumed that the City will perform a current CCTV inspection of the sewer trunkline and will provide KSN with the CCTV inspection videos and inspection reports prior to beginning work.*
- *It is assumed that the City and/or contractor will be responsible for all public communications, outreach, and notifications during the project.*
- *The Pre-Construction Record of Survey will be filed in lieu of multiple corner records. The purpose of the Pre-Construction Record of Survey will be to identify monumentation that exists prior to the project construction. The Pre-Construction Record of Survey will not establish boundary lines or right of way of lines.*
- *Pursuant to Section 8771(d) of the Professional Land Surveyors Act, the governmental agency performing or permitting construction or maintenance work is responsible for ensuring that either the governmental agency or landowner performing the construction or maintenance work provides for monument perpetuation.*
- *This scope of work excludes the setting or resetting of monuments, nor does it include construction or post-construction monument perpetuation or replacement. Monument perpetuation must be addressed by others during construction and upon the completion of construction.*

City of Stockton
Airport Way Sewer Trunk Rehabilitation

ATTACHMENT B
EXHIBIT B

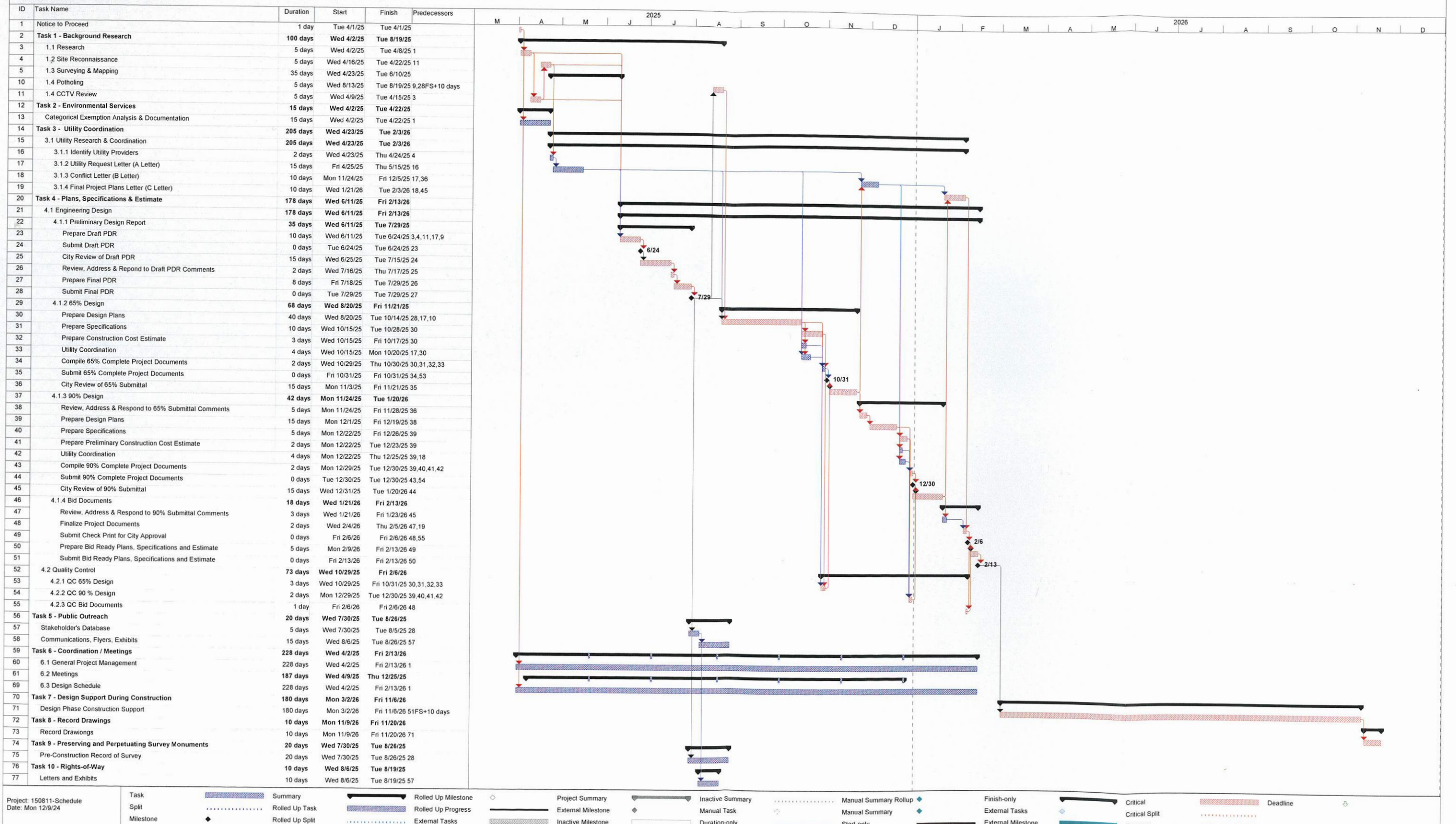
TASK HOURS BREAKDOWN																													
TASKS AND DESCRIPTIONS		Classification	Principal Engineer	Associate Principal Engineer	Associate Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	Junior Engineer	Senior Surveyor	Surveyor	Assistant Surveyor	Field Crew PW 1 Person	Field Crew PW 2 Person	Project Coordinator IV	Total Labor Hours	Total Labor Budget	3D Print Cloud	GPS Equip (1-rec)	Robotic Total Station	HDS Scanner	Boat	Total Equipment Budget	Direct Expense	Mileage Expense	Sub Consultant	Other Direct Costs Budget	Total Budget (Rounded)
		Staff Initials	SKS	ERS	EEA			MSK	NGC		KFN	CGS		JLP/MCS	JLP/MCS	KAM													
		Rates	\$309	\$296	\$286	\$260	\$250	\$233	\$216	\$179	\$276	\$244	\$206	\$270	\$395	\$172													
1.0	Background Research			3	14			36	28		14	32			24		151	\$ 40,480			24			\$ 840	\$ -	\$ -	\$ 18,150	\$ 18,150	\$ 59,470
1.1	Research				4			16	16								36	\$ 8,328						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,328
	Research and Review Available Data				4			16	16								36	\$8,328											\$8,328
1.2	Site Reconnaissance			2				4	4								10	\$ 2,368						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,368
	Site Visit (assume 2)				2			4	4								10	\$2,368											\$2,368
1.3	Surveying and Mapping			2	4						14	32			24		76	\$ 22,888			24			\$ 840	\$ -	\$ -	\$ 18,150	\$ 18,150	\$ 41,878
1.3.1	Control Network										4	8			8		20	\$6,216			8			\$280					\$6,496
1.3.2	Aerial Survey										4						4	\$1,104								\$18,150	\$18,150	\$19,254	
1.3.3	Field Survey			1	2						4	8			16		31	\$10,244			16			\$560					\$10,804
1.3.4	Topographic Mapping			1	2						2	16					21	\$5,324											\$5,324
1.4	CCTV Review			1	4			16	8								29	\$ 6,896						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,896
	Review CCTV Videos and Logs			1	4			16	8								29	\$6,896											\$6,896
3.0	Utility Coordination			2	14				36		4	32			24	24	136	\$ 37,244			24	24		\$ 1,440	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 49,684
3.1	Utility Research and Coordination			2	14				36		4	32			24	24	136	\$ 37,244			24	24		\$ 1,440	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 49,684
3.1.1	Identify Utility Providers								4								4	\$864											\$864
3.1.2	Utility Request Letter ("A" Letter) & Mapping				2				16		4	16			24	24	86	\$24,996			24	24		\$1,440			\$11,000	\$11,000	\$37,436
3.1.3	Conflict Letter ("B" Letter)			1	4				8			8					21	\$5,120											\$5,120
3.1.4	Final Project Plans Letter ("C" Letter)			1	8				8			8					25	\$6,264											\$6,264
4.0	Plans, Specifications & Estimate		16	18	56			168	208								466	\$ 110,360						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,360
4.1	Engineering Design			10	48			168	208								434	\$ 100,760						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,760
4.1.1	Preliminary Design Report			4	8			32	8								52	\$12,656											\$12,656
4.1.2	65% PS&E Documents			2	16			64	96								178	\$40,816											\$40,816
4.1.3	90% PS&E Documents			2	16			48	56								122	\$28,448											\$28,448
4.1.4	PS&E Bid Documents			2	8			24	48								82	\$18,840											\$18,840
4.2	Quality Control		16	8	8												32	\$ 9,600						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600
	Quality Control		16	8	8												32	\$9,600											\$9,600
6.0	Coordination / Meetings			16	64			36								8	124	\$ 32,804						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,804
6.1	Project Management			8	16			8								8	40	\$10,184											\$10,184
6.2	Meetings			4	24			24									52	\$13,640											\$13,640
6.3	Design Schedule			4	24			4									32	\$8,980											\$8,980
7.0	Design Support During Construction			6	48			112	64								230	\$ 55,424						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,424
	Meetings			2	8			8									18	\$4,744											\$4,744
	Submittal Review			1	16			40	32								89	\$21,104											\$21,104
	RFI Response			2	16			40	32								90	\$21,400											\$21,400
	Site Visits (assume 3)			1	8			24									33	\$8,176											\$8,176
8.0	Record Drawings				2			16	8								26	\$ 6,028						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,028
	Record Drawings				2			16	8								26	\$6,028											\$6,028
9.0	Preserving and Perpetuating Survey Monuments				4						8	32		16	8		68	\$ 18,640			16	8		\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 19,320
	Pre-Construction Record of Survey				4						8	32		16	8		68	\$18,640			16	8		\$680					\$19,320
10.0	Rights-of-Ways				8			8	8								24	\$ 5,880						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,880
	Letters and Exhibits				8			8	8								24	\$5,880											\$5,880
PROJECT TOTALS				16	45	210		376	352		26	96		40	56	8	1225	\$ 306,860			40	56		\$ 2,960	\$ -	\$ -	\$ 29,150	\$ 29,150	\$ 338,970
	Optional Tasks / Allowances			1					32		4	8		16			61	\$ 14,584			16			\$ 400	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 69,984
11.0	Potholing (allowance)			1					32		4	8		16			61	\$14,584			16			\$400			\$55,000	\$55,000	\$69,984
GRAND TOTALS				16	46	210		376	384		30	104		56	56	8	1286	\$ 321,444			56	56		\$ 3,360	\$ -	\$ -	\$ 84,150	\$ 84,150	\$ 408,954

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

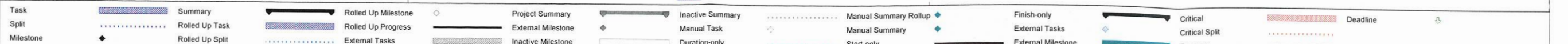


AIRPORT WAY SEWER TRUNK REHABILITATION
PROJECT NO. UW21017

Mon 12/9/24



Project: 150811-Schedule
Date: Mon 12/9/24



241209_Schedule.mpp

Page 1

Kjeldsen, Sinnock & Neudeck, Inc.

Insurance Requirements
(Professional Services)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$2,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

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

Verification of Coverage

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

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 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
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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
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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
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

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

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

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

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

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

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

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

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

B. Investigative Guidelines

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

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

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supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

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

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

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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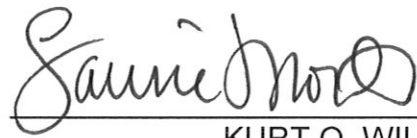
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

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

APPROVED:



KURT O. WILSON
CITY MANAGER

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