

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this ___ day of _____ 2023, between the CITY OF STOCKTON, a municipal corporation ("City"), and **SIEGFRIED ENGINEERING, INC.** whose address is **3428 BROOKSIDE ROAD, STOCKTON, CA 95219** ("Consultant") for the **EIGHT MILE ROAD PRECISE ROAD PLAN, PROJECT NO. WT21013 (FORMERLY PW2113)** 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 B** 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 C**, 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 **\$741,000.00** 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. 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. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in **EXHIBIT A** according to the schedule detailed in **EXHIBIT B**, 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 30, 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). <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 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:
<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 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:

Siegfried Engineering, Inc.
3428 Brookside Rd
Stockton, CA 95219

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

SIEGFRIED ENGINEERING, INC.

By: _____
HARRY BLACK
CITY MANAGER

By:  _____
Signature

ATTEST:

Paul Schneider

Print Name

BY: _____
ELIZA R. GARZA, CMC
CITY CLERK

Title: President

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY



Siegfried will provide preliminary engineering services leading to the completion of the PRP. Siegfried has included items that we felt necessary for the successful completion of this project.

The work will include, but is not limited to the following tasks:

Task 1 | Background Research, Data Collection, Analysis, and Conceptual Design

Background Research and Survey

The team will review and be familiar with the City of Stockton Bicycle Master Plan and 2040 City General Plan, EIR, and the draft Transportation Impact Analysis Guidelines. Siegfried will visit the project site to conduct a field reconnaissance of the project area. Siegfried will review and verify the location and type of existing improvements, equipment, bus zone locations, intersection geometry, posted speed limit, and bus route movements. Siegfried will review collision reports, sight distance, approach speed, truck volume, and other geometric and operational characteristics for the project.

Siegfried will perform a field topographical and property survey and map a 150' wide corridor along Eight Mile Rd. from approximately 850' West of the I-5 on/off ramp, to approximately 1250' East of the Hwy 99 on/off ramp. Siegfried will also include mapping cross streets 150' each side of the main corridor. Final delivery will be an acad.dwg file as well as TIN & DTM Surface files. Included in the deliverables will be a .2' color orthophoto. This image will be delivered as a .TIFF with a .TFW world file and shown in the background of the PRP. Records of Survey and mapping are excluded, as are coroner records and monument preservation as improvements are not proposed at this time. Siegfried will gather existing as built plans from the City as well as prepare Utility A Letters to plot existing utilities in the background of the PRP for accurate planning around major utilities.

Data Collection

Siegfried will collect the following data for use in the project evaluation:

New 24-hour roadway segment vehicle classification counts on Eight Mile Road at the following five (5) segments:

- Between I-5 and Thornton Rd
- Between Thornton Rd and Davis Rd
- Between Davis Rd and Lower Sacramento Rd
- Between Lower Sacramento Rd and West Ln
- Between West Ln and 99 Frontage Rd

New Tuesday or Wednesday AM (7:00 to 9:00 AM) and PM (4:00 to 6:00 PM) peak period traffic counts, including bicycle and pedestrian flows, vehicle classification, and maximum vehicle queue at the following intersections:

- Eight Mile Rd/I-5 SB on ramp
- Eight Mile Rd/I-5 NB on ramp
- Eight Mile Rd/Thornton Rd
- Eight Mile Rd/Rivermont Dr
- Eight Mile Rd/Davis Rd
- Eight Mile Rd/Marlette Rd
- Eight Mile Rd/Lower Sacramento Rd
- Eight Mile Rd/West Ln
- Eight Mile Rd/99 Frontage Rd (west of Hwy 99)
- Eight Mile Rd/99 Frontage Rd (east of Hwy 99)
- Existing roadway geometrics and traffic controls, collected through peak period field observations
- Existing bicycle, pedestrian, and transit facilities, collected through peak period field observations



Current traffic signal timing plans for study intersections, provided by the City
Planned roadway geometrics and traffic controls, provided by the City
Corridor travel times

Existing Conditions and LOS Analysis

The team will analyze the listed study intersections under existing conditions. The team will use SimTraffic 10 simulation software to apply methodologies documented in the Highway Capacity Manual, 7th Edition (Transportation Research Board, 2022) to analyze AM and PM peak hour intersection operations. Analysis results will include intersection level of service, control delay, travel time, and maximum queue lengths for key turn movements. The SimTraffic simulations will be calibrated to the observed intersection volumes (i.e., percent demand served) and observed maximum queues.

Initial Planning, Alternatives Evaluation, and Conceptual Design

Our work for this phase will focus on creating a shared understanding of the opportunities and tradeoffs associated with active transportation facilities along the corridor. This process will involve:

- Documentation of the pros, cons, and tradeoffs of each facility type, informed by Federal Highway Administration (FHWA) guides on bikeway and crossing selection, a Safe Systems approach to corridor planning

- Documentation of bike and pedestrian involved collisions along Eight Mile Road, using data from the Statewide Integrated Traffic Records System (SWITRS) and the UC Berkeley SafeTREC Transportation Injury Mapping System (TIMS). This will include a review of the locations of each collision along with the primary collision factors.

- Analysis of the existing and proposed level of traffic stress (LTS) along the roadway for bike and ped facilities, taking into consideration number of lanes, design speed, and separation from the roadway

- Coordination with San Joaquin Regional Transit District (RTD) staff to discuss existing and future potential for transit ridership along the corridor, building off our recent work on the RTD System Redesign study.

- A review of the land use and growth assumptions along the corridor in the City's 2040 General Plan and associated travel demand model

We will provide conceptual design for the corridor so that the CEQA project can be better defined in the next task. Elements will be preliminarily determined and may include:

- Bikeway design details such as Separate Bikeway buffers and vertical elements or side path widths and details.

- Details of bicycle and pedestrian crossings, such as connections to the future extension of Bear Creek Trail, or accommodation of bicyclists and pedestrians at intersections.

- Protected intersections, if Class IV facilities are selected.

- Conceptual signal modifications and intersection concept recommendations.

- Lighting concepts.

- Bus transit concepts.

Findings for this task will be documented in a technical memorandum, provided to City staff for one round of review and comment. Where appropriate, the document will be graphically enhanced with high-level cross sections, sketches of potential treatments, and maps.

Development Agreements

The team will work with the City to obtain and review all existing development agreements and differed improvement agreements. The agreements and documents will be reviewed for impacts on the precise road plan. A brief memo will be prepared establishing any impact the agreements will have on the PRP.



Task 2 | Environmental Permitting

It is expected that an Initial Study (IS) to support a Mitigated Negative Declaration (MND), tiered from the GP EIR would be the appropriate level of documentation for the project under CEQA; however, if during development of conceptual design and/or during preparation of the Initial Study it is identified that potentially significant impacts that cannot be mitigated to below the level of significance may occur, or if evaluation of more than one alternative for the project would be necessary or desirable, then an Environmental Impact Report (EIR) would be required instead.

The IS/MND will be prepared with the specific intent that the document can be relied upon for future construction of the project in segments or phases, the number and nature of which will not be determined as part of the Precise Plan, with additional CEQA review and documentation streamlined to low-level document or not required.

ESA will prepare an Initial Study/Mitigated Negative Declaration (IS/MND), tiered from the GP EIR, in a format desired by the City. The IS/MND will include an Environmental Project Description based on information provided by the project team. An Environmental Checklist (Appendix G of the CEQA Guidelines) will be completed to assess the level of significance of potential impacts. Each topic area will present the standards of significance; describe the affected environment; describe data sources and technical analyses used for the CEQA analysis; discuss project-specific impacts; identify if any potentially significant impacts were previously examined in the GP EIR; identify applicable mitigation measures from the GP EIR; and identify additional mitigation measures, if necessary.

The analysis completed in the IS/MND will be supported by various technical investigations and studies that will be completed to examine in detail any potential impacts and recommended avoidance, minimization, and mitigation measures. **Key technical investigations will include:**

Air Quality:

The Precise Plan area is located within the San Joaquin Valley Air Basin (SJVAB) under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAPCD has prepared CEQA Guidelines for assessing the air quality impacts of projects. For the Air Quality section of the IS/MND, ESA will assess the consistency of the Precise Plan with applicable air quality plans for the SJVAB and discuss the potential for the Precise Plan to adversely affect air quality or impede attainment of air quality goals. ESA will estimate off-road construction equipment emissions and on-road construction vehicle emissions using the Sacramento Metropolitan Air Quality Management District's (SMAQMD) Roadway Construction Model, OFFROAD2017 and EMFAC2021 models, as appropriate, for comparison to the applicable SJVAPCD significance thresholds for construction. While the Precise Plan would not create any new operational emissions sources, implementation of the Precise Plan would change operational traffic volume, speed, and fleet mix as a result of the roadway widening, and bicycle and transit infrastructure improvements. Changes in emissions would be estimated based on traffic data provided for the Precise Plan using EMFAC2021 emission factors for comparison with the SJVAPCD's operational thresholds. This assumes that changes to traffic volumes, speed profile and fleet mix with and without the Precise Plan will be available for analysis.

Future construction activities associated with implementation of the Precise Plan would take place in proximity to residences adjacent to Eight Mile Road. The Office of Environmental Hazard Health Assessment (OEHHA) requires that a health risk assessment (HRA) be conducted if construction activities in the vicinity of sensitive receptors (residences) would take place for more than two continuous months. Though future construction activities associated with the Precise Plan may occur in phases, the HRA will assume that all construction will occur in one phase to conservatively estimate the maximum health risk impacts. ESA will conduct the construction HRA in accordance with guidance from OEHHA and CARB. The HRA will use U.S. EPA's AERMOD dispersion model and health risk parameters specified by OEHHA. AERMOD uses site-specific



meteorological and terrain data to provide conservative pollutant concentrations for the HRA. Concentrations at receptors will be converted to health risks using parameters specified by OEHHA and compared to the SJVAPCD's health risk thresholds. An operational HRA is not included in this scope as the Precise Plan would not be anticipated to create any new operational sources of toxic air contaminants, and induced vehicle traffic resulting from implementation of the Precise Plan would not be anticipated to generate a substantial increase in toxic air contaminants, such that an operational HRA would be warranted.

ESA will identify applicable policies and mitigation measures from the GP EIR, and if necessary, identify additional practical, feasible mitigation measures for any air quality impacts identified from the Precise Plan identified as significant and evaluate whether mitigation measures would reduce the impacts below a level of significance.

Biological Resources:

ESA will complete a background review and biological resources reconnaissance survey of the project area to assess and document protected biological resources present or those with potential to occur, evaluate potential impacts on biological resources that may result from project construction and operation, and identify applicable mitigation measures. It is anticipated the project will be covered under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Mitigation measures identified for biological resources will be consistent with the SJMSP, as well as the GP EIR and/or, if necessary, additional mitigation measures will be identified to reduce project's impacts to below the level of significance.

Cultural Resources:

ESA will contact the Native American Heritage Commission to request information on known sacred sites in the project vicinity and draft letters for the City to send to Native American tribes who have requested consultation in compliance with Public Resources Code Section 21080.3(b). The results of any Native American consultation will provide the basis for the tribal cultural resources section of the CEQA document.

ESA will also complete a records search at the California Historical Resources Information System's Central California Information Center (CCIC) to identify known locations of archaeological and historic resources. ESA will then examine the potential impacts of the project on archaeological and historic resources, identify applicable mitigation measures from the GP EIR and/or, if necessary, identify additional mitigation measures to reduce project's impacts to below the level of significance. This scope assumes that no historic-era architectural resources are in the project area that would need to be recorded and evaluated. This scope also does not include a subsurface study to test for the presence of buried archaeological resources; if deemed necessary these tasks would be scoped separately.

Greenhouse Gas Emissions:

Greenhouse gas (GHG) emissions will be estimated using the CalEEMod, OFFROAD2017, and EMFAC2021 models, as described for the air quality evaluation. The GHG section of the IS/MND will rely on the significance criteria in the Appendix G CEQA checklist in assessing the project's potential impacts. The SJVAPCD has not updated its guidance regarding the evaluation of GHG impacts with respect to SB 32 and AB 1279 targets. In addition, the City of Stockton does not have an adopted "qualified" climate action plan (CAP) that can be used for streamlining project review pursuant to CEQA Guidelines § 15183.5. In the absence of updated guidance from the SJVAPCD and the City, the analysis of GHG impacts will rely on guidance from other major air districts such as the Sacramento metropolitan Air Quality Management District (SMAQMD) for thresholds and analysis methodologies for the evaluation of construction GHG impacts. As the implementation of the Precise Plan would not generate additional traffic, but only accommodate traffic envisioned by the City's General Plan and already analyzed under the General Plan



EIR, operational GHG impacts will be discussed qualitatively based on the project's consistency with the General Plan.

The analysis will also evaluate the consistency of implementation of the Precise Plan with other plans such as the 2022 Scoping Plan Update, the San Joaquin Council of Governments' Regional Transportation Plan and Sustainable Communities Strategy, and the City of Stockton Climate Action Plan.

ESA will identify applicable policies and mitigation measures from the GP EIR, and if necessary, identify additional mitigation measures, to reduce GHG emissions resulting from implementation of the project and to reconcile any inconsistencies between the proposed project and applicable plans.

Noise:

Sensitive noise receptors, including residential and recreational uses, are located adjacent to the project area. ESA will complete a noise analysis to predict noise impacts associated with project construction and operation. ESA will identify applicable noise standards and thresholds, model predicted construction and operational noise as well as assess vibration levels from project construction equipment based on proximity to structures, identify predicted exceedances of applicable noise standards and thresholds, identify applicable mitigation measures from the GP EIR, and if necessary, identify additional practical and feasible mitigation measures reduce noise impacts to below a level of significance. Analysis of potential construction-related noise and vibration impacts will use the Roadway Construction Noise Model and vibration levels for construction equipment and building damage and human annoyance criteria published by the Federal Transit Administration. Operational impacts from the change in traffic along the roadway will be evaluated using methodology from Caltrans Traffic Noise Protocol.

Other topic areas that will be examined in the CEQA document will include Aesthetics, Agriculture and Forestry Resources, Energy, Geology and Soils, Hazardous Materials Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, Wildfire, and Mandatory Findings of Significance.

VMT Assessment:

We believe there is sufficient detail provided in the General Plan EIR CEQA documents to rely upon for addressing the plan's potential impacts to vehicle miles traveled (VMT) without needing to conduct a quantitative analysis of induced travel. The team will prepare an assessment of the VMT impacts and correlate how those impacts are addressed by the prior CEQA efforts within the General Plan EIR and the Draft TIA Guidelines. The summary will be included in the IS/MND to enhance the position within the IS/MND that VMT mitigation is not required for the quality corridor project due to the significant enhancement of public transit, multi-modal facilities, and the consistency with the General Plan EIR.

IS/MND:

ESA will prepare an Administrative Draft IS/MND for review by the project team and City. Following internal review of the Administrative Draft IS/MND, ESA will review the project team and City's comments and make changes as necessary, resulting in a Public Draft IS/MND that is ready for distribution. ESA will prepare the Notice of Intent (NOI) to Adopt an MND and Notice of Completion (NOC) for review by the City. ESA will then submit the NOI and attached IS (including the Environmental Checklist) along with the NOC to the State Clearinghouse (electronic submittal).

At the close of the anticipated 30-day public review period, ESA will prepare a Final IS/MND by preparing responses to comments, and errata outlining any recommended changes to the text of the Public Draft IS/MND, the Mitigation Monitoring or Reporting Plan (MMRP), and Notice of Determination (NOD). ESA



will support City staff with acceptance and certification of the document by City Council by assisting City staff with presentation materials for City Council review and attending the adoption hearing. It is assumed the City will prepare the project Findings. Within five days of the adoption of the MND, ESA will file the NOD with the State Clearinghouse.

Deliverables:

Electronic copies, in Microsoft Word and Adobe PDF, of Administrative Draft IS/MND, Administrative Final IS/MND, and all associated notices for internal reviews.

Public review-ready PDF of Draft IS/MND and associated notices suitable for posting on the City's website and at the State Clearinghouse, and for electronic transmittal to interested parties and/or a circulation list.

Up to five hard copies of Draft IS/MND for posting at physical locations desired by the City.

Assumptions:

The project would be exempt from the requirement to prepare an Induced Traffic Analysis VMT model.

One round each of consolidated comments on the Administrative Draft IS/MND and Administrative Final IS/MND will be provided by the City.

The City will post environmental documents and associated notices to their website for public review.

Siegfried's public outreach team, in cooperation with ESA and the City, will develop a circulation list to send the NOI to and transmit the NOI; NOIs will be circulated electronically.

Siegfried will publish the NOI in a local newspaper.

City will send the NOC and NOI to the County Clerk's office for posting and pay for any submittal or posting fees.

It is assumed that up to five substantive comments will be received on the Public Draft IS/MND.

City will submit the NOD to the County Clerk and will pay for any submittal or posting fees, such as the CDFW fee and County Clerk filing fee.

City staff will prepare the project findings for City Council approval.

The Final IS/MND will be approved and adopted by the City Council during one hearing.

Completion of an SJVAPCD Air Impact Assessment (AIA) Application pursuant to Rule 9510 would be completed prior to project construction and is not included in this scope of work.

Task 3 | Preparation of Precise Roadway Plan (PRP)

The team will work collaboratively to integrate the recommendations from our Initial Planning and Conceptual Design memo and analysis and refine the 1994 Specific Plan prepared by Omni Means to reflect the survey data, traffic analysis, land use, circulation, geometric criteria and the 2040 General Plan. Consideration will be given to proposed infill plans by private landowners along the corridor.

Task 3.1 | Geometric PRP and Traffic Report

Siegfried believes that to refine the Specific Plan the lane geometry must be designed and based on real survey data. The purpose of the more detailed design will be to review the horizontal design with the City of Stockton and finalize the conceptual plan. We understand that any minor change made to the horizontal design may require complete redesign in the future, so we feel that it is best to identify and finalize the precise curb and lanes at this stage. **The following items will be clearly indicated and reflected in our submittal:**

- Final lane configuration(s)

- Finalized face of curb design including crosswalks, bike ramps, truck aprons, etc.

- Design vehicle(s) movement checks using AUTOTURN

- Locations of all multimodal paths, sidewalks, bike ramps, etc. with appropriate widths

- Overall lane markings and pavement arrows for the entire study area



- Major Utility trunk lines, such as the Delta Water Supply, and their position within the ultimate configuration
- Design file showing actual measurements of the design parameters
- Calculations showing the stopping sight distance and intersection sight distance
- Fast Path speed calculations at entry and circulating
- Lighting Layout
- Tree Plan
- Traffic counts collected in the prior task

Based on the signal geometry in the traffic memo, the intersections will be proposed with the appropriate lane geometry, signing and striping, traffic signal poles, and be analyzed for potential congestion management concepts.

Travel Demand Model Forecasts

Fehr & Peers is working on the development of a Transportation Master Plan and Transportation Impact Fee Update for City of Stockton. As part of the scope, Fehr & Peers is updating the City of Stockton travel demand forecasting (TDF) model to an updated 2022 base year. Fehr & Peers plans to use the updated 2022 base year City of Stockton TDF model anticipating it will be available before the start of this project. The TDF model will be used to develop intersection turning movement volume forecasts with the project under an “Existing Plus Project” scenario. Fehr & Peers will add an appropriate level of roadway network and traffic analysis zone detail to the model to support intersection-level analysis and project development.

Existing Plus Project Traffic Operations Analysis

The team will use the analysis methods outlined to analyze the intersection operations under Existing Plus Project conditions. Fehr & Peers will coordinate with City staff to review the lane configuration and traffic control assumptions of the SimTraffic models.

The team will present the findings of the Existing Plus Project analysis to City staff and have up to two (2) rounds of revisions to the analysis to incorporate any refinements to the preferred concept and analysis (based upon the outcome of the traffic operations analysis). Two conceptual scenarios are assumed for the scope of work.

The Existing Plus Project analysis will also include a review of proposed pedestrian and bicycle facilities and will evaluate the potential for additional crosswalks, bike lanes or modified crossing treatments along the study corridor.

Cumulative Conditions

As part of the recent General Plan update, Fehr & Peers updated the Stockton TDF model. Fehr & Peers will use the General Plan scenario of the Stockton TDF model to develop intersection turning movement volume forecasts under the Cumulative conditions. Same level of roadway network and traffic analysis zone details that were added to 2022 base year scenario will be added to the General Plan scenario to support intersection-level analysis. Fehr & Peers will use the analysis methods outlined to analyze the intersection operations under Cumulative conditions. Analysis results will include intersection level of service, control delay, travel, and maximum queue lengths for key turning movements.

Cumulative Plus Project Traffic Operations Analysis

Fehr & Peers will use the analysis methods outlined to analyze the intersection operations under Cumulative Plus Project conditions. Fehr & Peers will coordinate with City staff to review the lane configuration and traffic control assumptions of the SimTraffic models.



Fehr & Peers will present the findings of the Cumulative Plus Project analysis to City staff and have up to two (2) rounds of revisions to the analysis to incorporate any refinements to the preferred concept and analysis (based upon the outcome of the traffic operations analysis). If more than three project scenarios are evaluated, Fehr & Peers will prepare a supplemental scope before proceeding with any additional analysis.

The Cumulative Plus Project analysis will also include a review of proposed pedestrian and bicycle facilities and will evaluate the potential for additional crosswalks, bike lanes or modified crossing treatments along the study corridor.

Deliverable: *Geometric plans (35% draft PRP), Draft Traffic Analysis Report*

Task 3.2 | 50% Precise Road Plan

Based upon the refined master plan in Task 3.1 Siegfried will prepare the project Precise Roadway Plan (PRP) in accordance with Stockton's Municipal Code Title 16 Development Code, Division 5. Land Use/Development Procedures, and Chapter 16.148 Precise Road Plans. **More specifically the PRP will be in accordance with the following:**

Plan sheets that are 24 inches by 36 inches and scaled at one (1) inch to 50 feet. Additionally, reduced, legible drawings of each large drawing sized at eight and one-half (8-1/2) by 11 inches will also be provided. **The following minimum information shall be contained in the drawings:**

- The existing design of the roadway (e.g., existing access points, lane configurations, existing rights-of-way, and the alignment) affected by the precise road plan adoption/amendment

- The proposed precise road plan design as adopted by the master plan Land Uses. Existing and proposed land uses, where applicable, affected by the precise road plan will be indicated on the drawings.

Overall the precise road plan will contain additional information such as proposed plant material, amenity locations, water sources, lighting locations, and any considerations that are contained in the adopted 2012 Bike Master Plan. This in accordance with the characteristics of the area to be covered by the plan, applicable policies of the General Plan, and overall City ordinance 015-09 C.S., eff. 12-3-09; prior code § 16-550.050.

Deliverable: *50% Precise Road Plan for City review.*

TASK 3.3 | 100% Precise Road Plan

Based upon the comments received from the City from the 50% Precise Road plan submittal Siegfried and the project team will prepare the 100% project Precise Roadway Plan (PRP) and Final Traffic Report for City review. It is anticipated that the City designated Development Review Committee (DRC) will review the proposed precise road plan and forward a written recommendation to the Director.

TASK 3.4 | Final Precise Road Plan and Hearings

Based upon the comments received from the City from the 100% Precise Road plan submittal Siegfried and the project team will prepare the Final project Precise Roadway Plan (PRP) for City adoption. Following final review by the Director and the precise road plan adoption or amendment being deemed complete and reviewed by the DRC, Siegfried will attend the required public hearings conducted by the Planning Commission and then the Council. All required public noticing, staff reports, and agenda preparation shall be by the City.

Deliverable: *Adopted Precise Road Plan*

Task 4 | Public Outreach

Siegfried will research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meeting(s) sign-in; information from the project team; and from telephone, e-mail and personal contacts. The database will be coded according to interest and involvement with the project. **Among the groups on the stakeholders list will be the following:**



Council members and other elected and appointed officials
 Residents and property owners adjacent to the proposed project area
 Businesses and other establishments adjacent to the project area
 Emergency responders
 Stockton Unified School District
 Public Transit
 Utility Companies
 Pertinent City staff

(A) Public Information Meeting(s) will be held to present concepts and design features to neighboring residents and businesses, and to the general public. Siegfried will determine a location near the project site to have the meeting. The meeting(s) will be designed primarily to provide information on the project features, and goals.

Siegfried will plan for at least two (2) public outreach meetings and a public hearing near the project completion phase. Siegfried will also attend planning commission meetings, public hearing meetings, and meetings with stakeholders as required for the duration of the project.

Siegfried will schedule the public meetings/hearing, make arrangements for the meeting facility, handle other logistics, issue meeting notices (U.S. mail invitations, news releases, print advertisements, and flyers), and provide information for the City website. Working with the project team, Siegfried will also prepare exhibits to illustrate design concepts and project features and prepare other print materials, e.g., agendas, sign-in sheets, fact sheets, signage, that describes roundabouts. Siegfried will record public comments, including arrangements for a court reporter at the public hearing, and prepare a very detailed Summary Report of each meeting. Working with the project team, Siegfried will provide appropriate responses to all comments, and make recommendations for administrative and public review.

Siegfried will establish an email contact list and maintain a detailed contact log of every contact. Social media options to dispense information will also be available, if desired and/or acceptable to the City of Stockton. In addition, Siegfried will create and maintain a website for the project which will serve as the digital information hub for the project. Project updates and other pertinent information will be housed on the website. The website will also include a comment section, so constituents can make comments regarding the project. Detailed records of each contact will be provided to the City and Project Team Staff at frequent intervals. Due to the length of the corridor and a potential lack of available meeting spaces, meeting locations may be held near the project site.

TASK 5 | Coordination/Meetings

Siegfried will provide project management services to meet the project scope, schedule and budget as set forth in the accepted proposal. It is anticipated that Siegfried will establish a clear and consistent communication framework for the duration of the project.

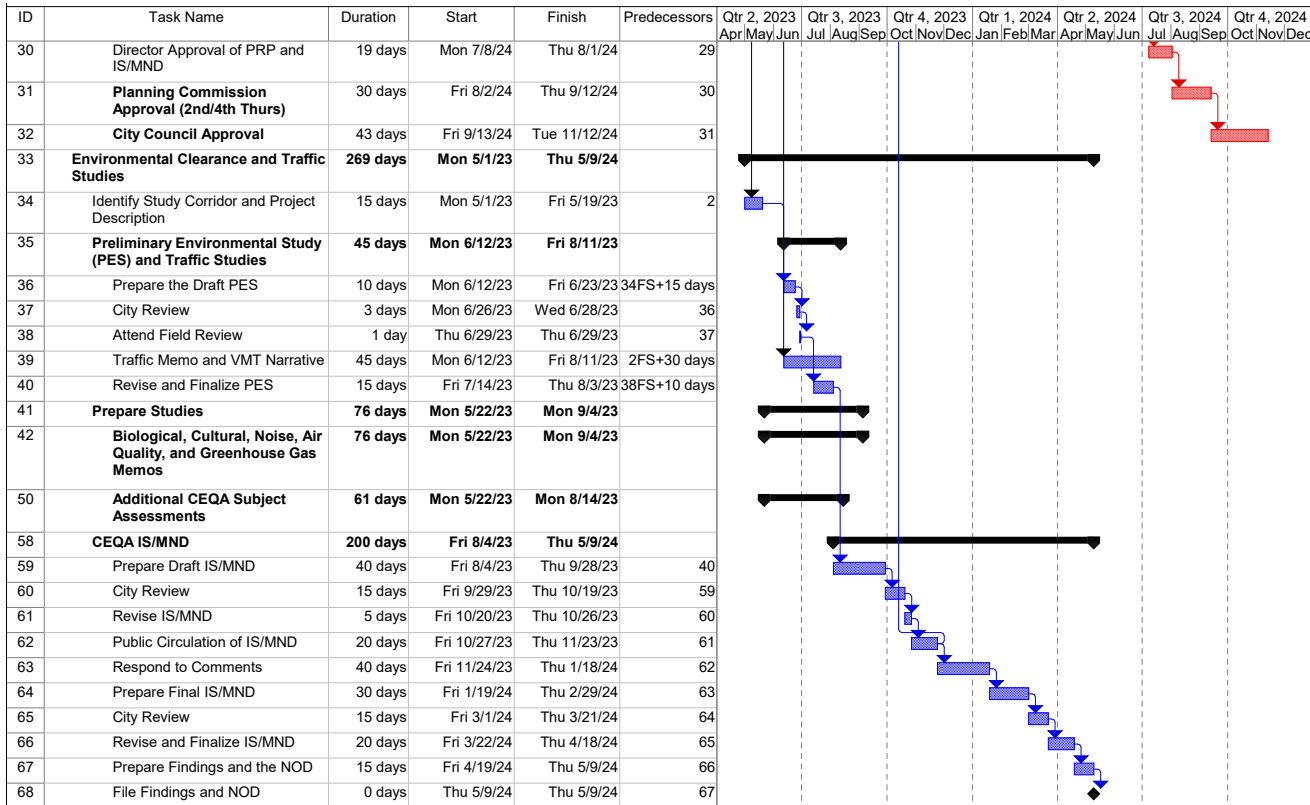
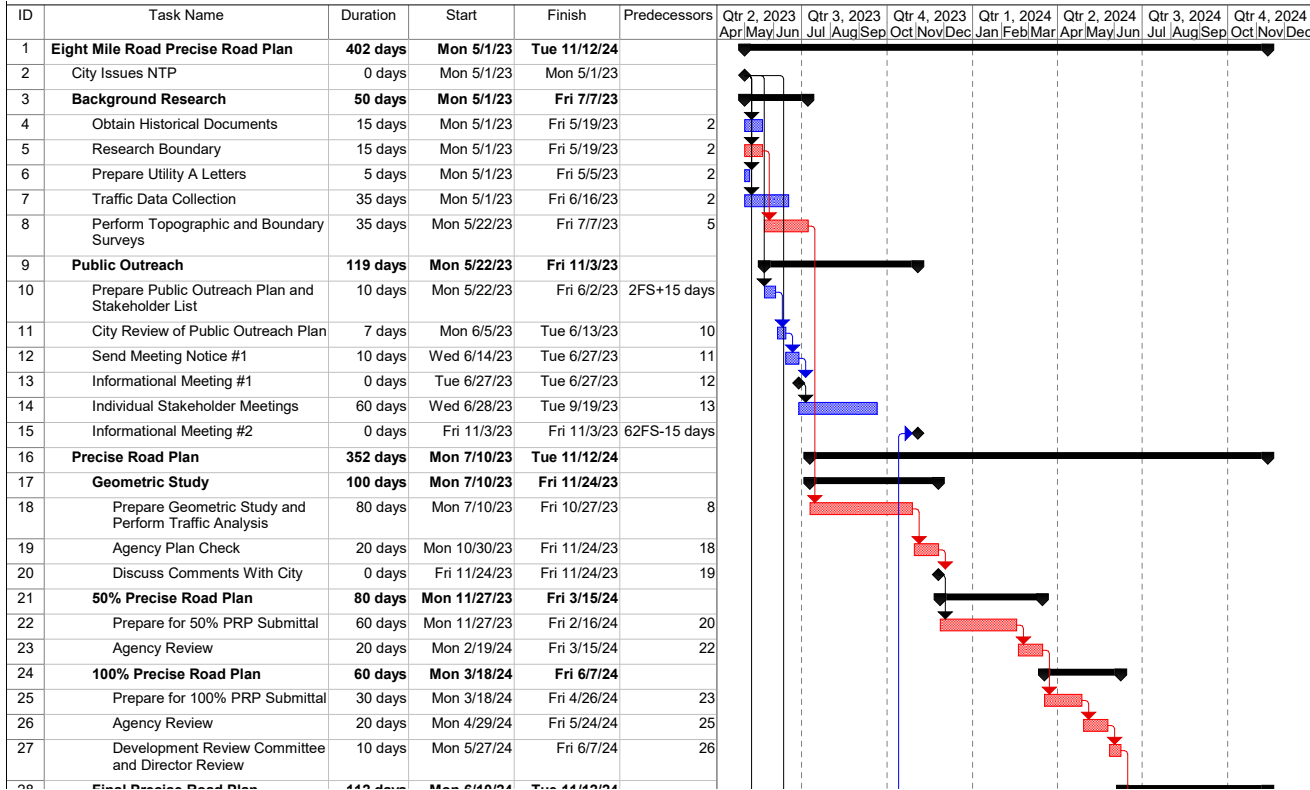
Siegfried will attend meetings with City staff, public, businesses, and individuals as needed. The proposed scope of work includes an effective project management approach that includes regular project updates and coordination between Siegfried and City staff.

Siegfried will prepare and provide a comprehensive schedule to reflect the timeframe for each task of the proposed scope of work, utilizing the latest version of Microsoft Project. The project schedule shall show the tasks, duration, task relationships, milestones, and critical path. The project schedule shall be maintained and updated monthly throughout the project.

Siegfried will attend coordination meetings with Caltrans, the County, and new development stakeholders.


SCHEDULE

Eight Mile Road Precise Road Plan Project



WORK BREAKDOWN CHART FOR
Eight Mile Road Precise Road Plan Project
February 13, 2023
Siegfried

ATTACHMENT B
EXHIBIT C

	Task 1 - Background Research, Edata Collection, Analysis, and Concept Design	Task 2 - Environmental Services	Task 3.1 - Geometric PRP and Traffic Report	Task 3.2 - 50% PRP	Task 3.3 - 100% PRP	Task 3.3 - Final PRP	Task 4 - Public Outreach	Task 5 - Coordination & Meetings	Total Hours	Hourly Rate	
	Classification/Subconsultant										
Managing Principal	40	40	60	60	40	24	40	120	424	\$268.00	\$113,632
Principal - Survey	100		8	8				4	132	\$240.00	\$31,680
Senior Associate - Civil QA/QC	4	2							38	\$211.00	\$8,018
Senior Associate - Landscape			8	8			24		56	\$211.00	\$11,816
Associate - Public Outreach							100	48	148	\$188.00	\$27,824
Project Engineer	44		80	80	80	40			324	\$178.00	\$57,672
Engineer II			40	40	40	24			144	\$163.00	\$23,472
Engineer I			24	32	32	8			96	\$146.00	\$14,016
Landscape Architect I			16	16	16	8	24		80	\$126.00	\$10,080
Senior Technician	24								24	\$142.00	\$3,408
Technician III							40		40	\$126.00	\$5,040
Technician I	80								80	\$93.00	\$7,440
Surveyor II	80								80	\$161.00	\$12,880
Party Chief	80								80	\$217.00	\$17,360
ESA - Principal Consultant 5		32						8	40	\$279.00	\$11,160
ESA - Senior Consultant 4		240						8	248	\$181.00	\$44,888
ESA - Principal Consultant 1		8							8	\$199.00	\$1,592
ESA - Senior Consultant 1		84							84	\$163.00	\$13,692
ESA - Managing Consultant 1		34							34	\$140.00	\$4,760
ESA - Principal Consultant 3		2							2	\$180.00	\$360
ESA - Associate Consultant 2		150							150	\$137.00	\$20,550
ESA - Senior Consultant 5		102							102	\$194.00	\$19,788
ESA - Managing Consultant 3		26							26	\$209.00	\$5,434
ESA - Consultant 5		260							260	\$122.00	\$31,720
ESA - Senior Consultant 3		6							6	\$167.00	\$1,002
ESA - Managing Consultant 2		2							2	\$195.00	\$390
F&P - Principal		8	8						36	\$325.00	\$11,700
F&P - Associate	24	8	4	24	20	8	4	4	136	\$215.00	\$29,240
F&P - Project Manager	64	8	32	32	4	4		8	152	\$190.00	\$28,880
F&P - Planner Engineer	100	20	60	48	48	8			284	\$165.00	\$46,860
F&P - GIS Analyst	32	8	48	40	40	16			184	\$135.00	\$24,840
F&P - Support	20	8	16	16	4	5			69	\$135.00	\$9,315
WTrans - Principal Traffic QA/QC	3	3							34	\$285.00	\$9,690
Aerial Mapping	\$48,000								\$48,000		\$48,000
Traffic Counts	\$11,500								\$11,500		\$11,500
Total Hours	695	1051	440	428	364	173	252	200	3603		
Category Total	\$185,679	\$174,953	\$82,316	\$80,424	\$67,264	\$33,051	\$47,808	\$48,204	\$719,699		
Reimburables	\$2,321	\$2,047	\$684	\$576	\$736	\$949	\$13,192	\$796	Not-To-Exceed Fee		\$741,000
Task Totals	\$188,000	\$177,000	\$83,000	\$81,000	\$68,000	\$34,000	\$61,000	\$49,000			

Insurance Requirements

Professional Services
Eight Mile Road Precise Road Plan, Project No. WT21013

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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 Street, 3rd Floor – HR
Stockton, CA 95202

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

**ATTACHMENT B
EXHIBIT E**

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

**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**

**ATTACHMENT B
EXHIBIT E**

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

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

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

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

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

**ATTACHMENT B
EXHIBIT E**

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**

**ATTACHMENT B
EXHIBIT E**

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

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

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

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

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

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

ATTACHMENT B
EXHIBIT E

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

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

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

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

ATTACHMENT B
EXHIBIT E

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

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

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

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

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

**ATTACHMENT B
EXHIBIT E**

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

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

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

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

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

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

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

Subject: <p style="text-align: center;">DISCRIMINATION AND HARASSMENT POLICY</p>	Directive No. HR-15	Page No. 9 of 14
	Effective Date: <p style="text-align: center;">5/1/2015</p>	Revised From: <p style="text-align: center;">7/27/09 4/6/09 3/1/2010 (see below)</p>

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

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

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

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

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

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

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

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

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

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

B. Investigative Guidelines

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

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

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

ATTACHMENT B
EXHIBIT E

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

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

supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

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

**ATTACHMENT B
EXHIBIT E**

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

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

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

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

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

**ATTACHMENT B
EXHIBIT E**

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

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

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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

**ATTACHMENT B
EXHIBIT E**

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

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

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

IX. COMMUNICATION OF POLICY

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

APPROVED:



KURT O. WILSON
CITY MANAGER

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