PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this 29th day of January, 2019, between the CITY OF STOCKTON, a municipal corporation ("City"), and WESTERN SYSTEMS INC. whose address is 1122 INDUSTRY STREET, BUILDING B, EVERETT, WA 98203 ("Consultant") for the TACTICS TRAFFIC CONTROL SYSTEM (PROJECT NO. PW1522), hereinafter referred to as "Project".

RECITALS

A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. **COMPENSATION.** City shall pay Consultant for services outlined in Exhibit A according to the fee not to exceed the schedule detailed in Exhibit B, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed $66,900.00 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 C and shall otherwise comply with the other provisions of Exhibit C.

4. **INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall Professional Services Contract – WESTERN SYSTEMS INC. – PROJECT NO. PW1522

(Updated 02/28/18)
indemnify, and hold harmless City, its Mayor, Council, officials, and employees from and against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or subcontractors. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

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

5. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in Exhibit A according to the schedule detailed in Exhibit A, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on February 28, 2022, unless extended by mutual agreement through the issuance of a Contract Amendment.

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

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

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

   a. **TITLE VI**

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

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

   c. **LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE**

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

   d. **PREVAILING WAGE RATES**

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

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

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

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

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

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

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

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

10. **CONTRACT AMENDMENTS.** City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to Professional Services Contract – WESTERN SYSTEMS INC. – PROJECT NO. PW1522

(Updated 02/28/16)
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: Western Systems Inc.  
1122 Industry Street  
Building B  
Everett, WA 98203

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**

By: [Signature]

LAURIE MONTES
INTERIM CITY MANAGER

ATTEST:

[Seal]

ELIZA R. GARZA, CMC
CITY CLERK

**WESTERN SYSTEMS INC.**

By: [Signature]

Robert W. Nims
Print Name

Title: President

APPROVED AS TO FORM:

By: [Signature]

DEPUTY CITY ATTORNEY
The integration plan will be subject to review and approval by the agency stakeholders and will be updated during the project if needed to reflect any changes mutually agreed upon.

**Work Plan**

Our team will kick off the project by arranging for a meeting with the City of Stockton project manager, key staff, and stakeholders to draft out a scope of work that will define our project management plan and training. For this proposal, our approach will have the following work plan task structure:

- **Task 1 — Project Management**
- **Task 2 — TACTICS® Software and Server health check**
- **Task 3 — Training**
- **Task 4 — Acceptance and Support**

**Task 1 — Project Management**

The Western Systems team approach will be focused on proactively managing and updating the City of Stockton staff via reports, logs, meetings, or other communication structure as agreed upon in advance. By actively monitoring progress and technical details, we can work together to anticipate issue matters so these can be addressed before becoming problematic.

At the start of the project, the Western Systems team will meet with the project stakeholders and any others identified by the city to be present. The purpose of this meeting is to fine tune the project deliverables, stages of the project, schedule and potential conflicts, project objectives, critical path items, areas of responsibility for Western Systems, the City of Stockton and other stakeholders, project reporting, and communication methods.

For this proposal, we envision holding quarterly conference calls with the City's project manager and two additional on-site meetings coinciding with the annual software update, and the scheduled training.

**Task 2 — TACTICS® Software and Server Health Check**

This is a basic task of a SIEMENS 360° contract. Western Systems will analyze the TACTICS® software and server performance and make recommendations (if required) to ensure robust operation including potential system growth. The recommendations will be made with an assumption for robust reliability, quick performance and expandability of the system. Any TACTICS® software upgrades or enhancements will be installed on the server(s), and the server will be analyzed with a full network loading. Western Systems will work closely with the City of Stockton engineering and IT staff to deploy within the network parameters requested.

**Task 3 — Training**

The Western Systems team will provide training for SEPAC® 5.2 local intersection software, and TACTICS® Enterprise version advanced traffic management software. We will cover all aspects from data screens and programming through the operation, system configuration, calibration, and maintenance of the adaptive system. Each training shall provide an overview of the entire system including the central system, field hardware, software, communications, functionality, operation, and how to maintain the system. To enable maximum learning and benefit from this course, there will be both classroom sessions and exercises. These will be interactive training opportunities, seeking to attain input and comments from the audience to maximize interest and exchange of information.
Western Systems will provide comprehensive training as part of this project. Training will be provided to suitably qualified Engineers and Technicians with the knowledge and practical skill sets to troubleshoot, configure, administer, calibrate and maintain the TACTICS® system in terms of database modification, operation and where applicable, system calibration and maintenance skills. Several practical sessions and exercises, both interactive and demonstrative, will be incorporated to maximize learning. We will provide necessary training materials, including: Draft Training Plan, Final Training Plan, Training Phase I – During Deployment & Testing, Training Phase II – After Acceptance, System Configuration Documents, Operation/Maintenance Manuals, Troubleshooting Guide and Recommended Operating/Maintenance Policies.

TACTICS® and SEAPAC® Course Overview
There will be a training course prior to deployment of system, and a follow up course roughly six months that focuses on lessons learned or features that further explanation. The principal learning opportunity will come from our three-day course that will provide professionals with the knowledge and practical skills required to support and administer the TACTICS® system. And a fundamental knowledge and the operational characteristics of SEAPAC® software the course shall be made at a City facility and shall include the following system operation topics:

- ATMS Operations
- Troubleshooting
- Preventive Maintenance
- System configuration
- System calibration
- System Administration

Example Course Content:
- An overview of the design of a TACTICS® systems and the hardware used from the servers to the field
- A detailed description of the 2070LX and EPAC N62 ATC hardware, the communications infrastructure and it’s operational features
- Two full days of SEAPAC® local intersection software training
- System configuration and SCOOT® adaptive interface
- System Administration, security levels and multi-jurisdictional applications
- A detailed description of the GUI display and how to customize it for specific applications
- Special TACTICS® high level integrated features
- Operational commands will receive in-depth attention
- System database data input, map generation and report generation
- High level analytics, peer-to-peer communications and emerging technologies such as road side units
- Siemens 360° support and ongoing Western Systems interaction

Course Objectives:
- Provide City of Stockton with a general working knowledge of TACTICS® and the system structure supplied
- A detailed description of SEAPAC® and the 2070LX ATC hardware, and it’s operational features
- Provide knowledge of the operational commands required to support the system.
- Ample opportunity for agency staff to develop a working knowledge of database editing procedures


The leader in providing innovative solutions, support and manufacturing for the transportation industry
To make sure City of Stockton understands what Western Systems and Siemens can do to assist moving forward and is comfortable with all systems before project closing.

Task 4 – Acceptance and Support
Over the course of the project, Western Systems team will work collaboratively with the City of Stockton staff to determine benchmarks for final acceptance testing and confirmation. Examples of test criteria can be provided or discussed at length during the interview process or meetings.

System Maintenance, Warranty, and Support
Western Systems will provide support 7:00am – 5:00pm PST and all phone or email requests will be responded to within 24 hours of receipt.

Qualifications

*Western Systems* is continuously involved in intelligent transportation systems projects. The ATSM and ACS Projects table below represents some of our current deployments which gives a good understanding of our capabilities. We can offer professional engineering services in addition to our technical support if required.

**ATMS and ACS System Deployments**
Western Systems, Inc. currently supports 37 TACTICS® systems, 7 SCOOT® systems, 2 ACS-Light systems, 1 CONCERT system and many SIQURA video management systems. We are experienced in all types of IP media including fiber Ethernet switches & routers (RuggedCom, EtherWAN, GarrettCom and Cisco), Ethernet over copper devices (Actelle Networks), and Wireless Ethernet (Intulcom).

We have our own Traffic Management Center on site where through VPN access, we can remotely view customers TACTICS® systems and do system testing or data analysis offline as warranted. All our technical support team members are proficient in TACTICS® and SEPA®. All our technical support team members are at least IMSA level 2 bench certified and nearly all came from the public sector and therefore understand the unique nuances of working with government entities.

Western Systems is the only authorized distributor for Siemens, Mobility Division for the states of Alaska, California, Idaho, Montana, Oregon and Washington. All equipment, system software and hardware and other appurtenances supplied as part of this contract shall be of the latest version, compliant with city or state regulations (as applicable) and carry a full manufacturer’s warranty.

Western Systems understands the complexity of implementing changes to Traffic Management Centers or making significant changes to existing systems. With Western Systems and Siemens, the City of Stockton isn’t just buying a product – you’re buying a solution, and a team that will stand with you until things are right. Our preference is to partner with agencies for long term commitments. The reason why is simple: it allows us to do a better job for you.

Siemens, Mobility is one of the largest divisions within Siemens AG. This division includes traffic signal solution groups in the Germany, the UK and the USA, LRT and High-Speed train divisions in the Europe and the USA, as well as traffic maintenance, engineering and construction offices around the globe.
Siemens 360 Service Support
An Intelligent Approach to Intelligent Traffic Systems Support

Traffic management software systems are getting more complex, requiring higher levels of IT efficiency and larger capital investments. Cities and municipalities are under increasing pressure to improve customer satisfaction while maintaining their current infrastructure under decreasing budgets.

Siemens offers a portfolio of software and software support packages to assist cities and municipalities in maintaining and enhancing their existing traffic management systems. Our portfolio of software and software support packages minimizes system downtime while maximizing ROI.

One in six cities owns a Siemens advanced transportation management system. We want our customers to have a suite of solutions and upgrade possibilities to meet their budgets and needs.

With this thought process in mind, and with quickly developing, rapidly innovative software, Siemens understands the costly process of keeping your traffic system software up to date. As such, Siemens created the Siemens 360 Service Support Package.

The Siemens 360 Service Support Package is a comprehensive program that includes all controller software maintenance updates and feature upgrades, as well as all TACTICS Central System maintenance updates and feature upgrades. This assures our customers of having the most current features as they become available.

The Siemens 360 Service Support Package eliminates out-of-budget costs of software upgrades which were incurred in the past. Also, the Siemens 360 Service Support Package guarantees the compatibility of controller software and TACTICS software by providing the latest software upon release.

This low cost, annual support package allows customers to pro-actively budget without any surprise upgrade costs.

Siemens 360 customers get more value:
- All SEPAC updates and upgrades as they become available (typically 4 quarterly maintenance releases per year and 1 feature release per year)
- All TACTICS updates and upgrades as they become available (typically 4 quarterly maintenance releases per year and 1 feature release per year)
- Assurance that your SEPAC and TACTICS software will be compatible

Purchasing the Siemens 360 Service Support Package means that you care about the quality and longevity of your traffic solutions. It means that you want your traffic infrastructure to operate at its most optimal level; not only in the sense of continuous software compatibility, but in that your traffic systems will operate with Siemens newest SEPAC and TACTICS software features upon release, which will pave the way toward optimal traffic flow and happier commuters.

The primary benefit of the Siemens 360 Service Support Package is the cost, which is annually predictable and less than purchasing a new software upgrade without the Siemens 360 Service Support Package.

As a Siemens 360 Service Support Package customer, you will have priority access to the Siemens ITS Support Team if you have a question or issue with Siemens software.

Simply call 1 (800) 420-2070 or email stssupport.mobility@siemens.com for assistance.

The Siemens 360 Service Support Package includes maintenance releases for software, telephone support and email support directly

usa.siemens.com/intelligenttraffic
from our Siemens ITS Support Team in Austin, TX, as well as remote support, which requires a common Remote Service Platform (crSP). Software updates and upgrades are included in the package and are done via CD provided by Siemens. In support of your staff, training for SE PAC and TACTICS are offered through product webinars, which are offered up to twice per year. Last, but not least, the Siemens 360 Service Support Package includes a discounted cost per number of intersections needed for your operation.

The Siemens 360 Service Support Package guarantees updates and upgrades to TACTICS and SE PAC for as long as the customer is on the service contract. This means the software updates and upgrades that customers receive are always full-featured, functioning central systems.

In the future, specific modules with added functionality may be charged separately. For example, to purchase Quick Response or the SCOOT Interface module, there is a separate optional module fee.

The TACTICS roadmap includes development of performance measures and controller-based adaptive, which are characterized as optional modules.

### Siemens 360 Service Support Package

<table>
<thead>
<tr>
<th></th>
<th>Warranty (Included for 1 year only)</th>
<th>Siemens 360 (charged on annual basis)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrective and Preventative Maintenance</td>
<td>Maintenance Releases (bug fixes)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remote Support*</td>
<td></td>
</tr>
<tr>
<td>Software Updates</td>
<td>Self installation by CD</td>
<td></td>
</tr>
<tr>
<td>Software Upgrades</td>
<td>Self installation by CD</td>
<td></td>
</tr>
<tr>
<td>Training for SE PAC or TACTICS</td>
<td>Product Webinars (1-2 offered per year)</td>
<td></td>
</tr>
</tbody>
</table>

## Appendix C; Cost Proposal

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>1</td>
<td>LS</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>2</td>
<td>TACTICS® Enterprise Health Check</td>
<td>2</td>
<td>LS</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Training</td>
<td>2</td>
<td>LS</td>
<td>$8,500.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>4</td>
<td>360° Support Services</td>
<td>2</td>
<td>LS</td>
<td>$24,700.00</td>
<td>$49,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL PROJECT</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$66,900.00</strong></td>
</tr>
</tbody>
</table>


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

WHAT IS THE PROCESS?

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

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

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

**Insurance Requirements for IT Professional Services**
TACTICS Traffic Control System, Project No. PW1522

IT Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. IT Contractor shall procure and maintain for the duration of the contract insurance against claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   *(Not required if contractor provides written verification it has no employees)*

4. **Technology Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion
of privacy violations, information theft, damage to or destruction of electronic
information, release of private information, alteration of electronic information,
extortion and network security. The policy shall provide coverage for breach response
costs as well as regulatory fines and penalties as well as credit monitoring expenses
with limits sufficient to respond to these obligations. (If Claims-made, see below.)

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

**Limits of Insurance**

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

**Other Insurance Provisions**

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

**Additional Insured Status**

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

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

**Claims Made Policies – (Note – applicable only to professional and/or pollution liability)**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Notice of Cancellation**

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

**Waiver of Subrogation**

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this
provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

**Self-Insured Retentions**

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

**Acceptability of Insurers**

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

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

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

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

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

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

**Verification of Coverage**

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

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

**Subcontractors**

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor’s work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

**Special Risks or Circumstances**

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

**Certificate Holder Address**

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

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

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

II. POLICY

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

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

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

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

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.
III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)
otherwise adversely affecting an employee's or non-employee's employment opportunities.

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

1. **Verbal Harassment**: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. **Physical Harassment**: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. **Visual Harassment**: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

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

a. Unwelcome sexual overtures or propositions.

b. Offering employment benefits or status in exchange for sexual favors.

c. Making or threatening retaliation after a negative response to sexual advances.

d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, telling derogatory or suggestive comments about a person's body or dress.

f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

h. Physical conduct such as touching, assaulting, impeding or blocking movements.
i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any
employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or
with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

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

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

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

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

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

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

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

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is
responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

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

1. Identify and preserve the evidence.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Conduct follow-up interviews, if warranted.

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

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall
make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

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

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

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

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

2. **Unfounded:** The investigation proved that the act(s) or omission(s)
DISCRIMINATION AND HARASSMENT POLICY

Effective Date:
5/1/2015

Revised From:
7/27/09
4/6/09
3/1/2010
(see below)

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

IX. **COMMUNICATION OF POLICY**

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

APPROVED:

[Signature]

KURT O. WILSON
CITY MANAGER
CONTRACT ROUTING FORM

Contract Number 2020-01-30-5003 NP
(For Clerk's Use)

CITY CONTRACT TYPE (select one)
○ Original  ○ Amendment/Change Order  ○ Grant
○ Subdivision Agreement  ○ Other

CONTRACT INFORMATION
Contract Amount: $66,900.00
Contract Title: Professional Services Contract for the TACTICS Traffic Control System, Project No: PW1522
Vendor/Other Party: Western Systems, Inc.
Contract Start Date: 1-23-20  Contract End Date: 7-22-22  Contract Term:

COUNCIL APPROVAL REQUIRED?  ○ Yes  ○ No (provide account # if no) 082-3020-640.20-60-PW1522
Council approval required for contracts over $75,000 for FISCAL YEAR: 2019-20
Motion/Resolution/Ordinance No: n/a  Must be Attached ○

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):
Business License Required?  ○ Yes  ○ No  Business License No. 19-00104659
Bonds Required?  ○ Yes  ○ No
Insurance Required?  ○ Yes  ○ No
Notary Required?  ○ Yes  ○ No
Recordation Required?  ○ Yes  ○ No

Mandatory Routing Order

1 DEPARTMENT: Public Works

DEPARTMENT HEAD APPROVAL
Project Mgr: Jeffrey Aube ext. 7744  Staff: Cheryle Leach ext. 8412
Forwarded to: Procurement on: 1-22-20  by: Cheryle Leach

2 PROCUREMENT
Approved (✓) Name/Signature:
Forwarded to: Risk on: 1-24-20  by: SWilson

3 VENDOR/OTHER PARTY
Signed (✓) originals on: 11-27-19
Forwarded to: COS on: 11-27-19  by: Western Systems Inc.

4 RISK SERVICES
Forwarded to: City Attorney on: 1-27-20  by:  M  City Manager

5 CITY ATTORNEY
Approved as to Form and Content on: 1-27-20  by: 
Forwarded to: City Manager on: 1-28-20  by:  MHart

6 CITY MANAGER
Signed by City Manager on: 1-30-20
Forwarded to: City Clerk on: 1-30-20  by: 

7 CITY CLERK
City Clerk attested on: 1-30-20  Returned (1) original(s) to dept. on: 1-30-20  by: Wile
Retained (1) original(s) for City's file. Hard Copy on file?  Yes  ○ No  ○ OB #

8 ORIGINATING DEPARTMENT: Public Works
Requisition No. Original sent to vendor on: 1-28-20  by: 
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on: 1-28-20  by: 

9 PROCUREMENT: Purchase Order No. PUR No.
MEMORANDUM

January 22, 2020

TO: Laurie Montes, Interim City Manager

FROM: Gordon A. MacKay, Director
       Public Works Department

SUBJECT: PROFESSIONAL SERVICES CONTRACT FOR THE TACTICS TRAFFIC CONTROL SYSTEM, PROJECT NO. PW1522

 Attached for your signature is a Professional Services Contract with Western Systems Inc. to provide professional services to support and upgrade the City’s TACTICS Traffic Control System, Project No. PW1522.

The TACTICS Traffic Signal Management System manages approximately 280 Siemens M50, M60, and 2070 traffic signal controllers throughout the City. The system comprises of servers and workstations used for remote/local management of the controller database. The system must be kept updated to support the 280 City’s traffic signals. Staff developed a two-year project to maintain and update the TACTICS system, with the vendor to provide technical support on TACTICS and the signal controllers, and to provide on-site training.

On October 3, 2019, staff issued a Request for Proposals for this project on Bid Flash. On October 24, 2019, one proposal was received from Western Systems Inc.

The Selection Committee evaluated the firm based on cost proposal and contents. The Committee determined Western Systems Inc. is qualified to perform the work. Staff has negotiated a fee of $66,900, with Western Systems Inc., which is less than the threshold amount ($75,000) required for Council approval. Western Systems Inc. has agreed to guarantee its rates for the next two years.

I recommend approval of the Professional Services Contract with Western Systems Inc. in the amount of $66,900, to provide support services for the TACTICS Traffic Control System.

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT


Attachments