REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPENSATION STUDY CONSULTANT SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 18-011)

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., MAY 17, 2018
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPENSATION CONSULTANT SERVICES
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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals are invited by the City of Stockton, California to provide PROFESSIONAL CONSULTING SERVICES FOR A COMPREHENSIVE TOTAL COMPENSATION ANALYSIS AND STUDY AT THE CITY OF STOCKTON (PUR 18-011) in strict accordance with the specifications.

The City is seeking proposals from qualified firms to provide professional consulting services for a comprehensive City-wide total compensation analysis to be performed in accordance with generally accepted human resources practices and standards.

The request for proposal specifications and forms can be obtained from the City of Stockton’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, 95202, up to but no later than 2:00 p.m., on May 17, 2018.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data
Stephanie Van-Steyn, Project Manager  
(209) 937-8385  
e-mail: Stephanie.Van-Steyn@stocktonca.gov

Information on Bid Process/Clarification
Alan Montanelli, Buyer  
(209) 937-8350  
e-mail: Alan.Montanelli@stocktonca.gov

DISCLAIMER: The City does not assume any liability of responsibility for errors and/or omissions in any document transmitted electronically.

Dated: April 26, 2018

BRET HUNTER  
CITY CLERK OF THE CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPENSATION CONSULTANT SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 18-011)

PROPOINENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:
*___ Complete the following proposal documents (FROM THIS PACKET SUBMIT PAGES 22 to 24 AND PLACE IN THE FRONT OF YOUR PROPOSAL):

*___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

*___ Complete Proponent Response Section (Section 2.2 A- General Questions; and, Section 2.2 B- Questionnaire).

*___ Complete and sign a Proponent Cost Proposal (Section 2.2 C) and submit under separate cover.

*___ Sign the "Proponent's Agreement" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.

*___ Include your proposal, as outlined in these specifications.

*___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SEVEN (7) COPIES of all proposal documents. Additionally, submit one (1) CD or USB Flash Drive with an electronic version of the proposal.

*___ Review all clarifications/questions/answers on the City’s website at www.stocktonca.gov/adminbid.

*___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, up to but no later than MAY 17, 2018, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) RFP – COMPENSATION CONSULTANT SERVICES FOR THE CITY OF STOCKTON
B) PUR 18-011
C) MAY 17, 2018

CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Information on Technical Data</th>
<th>Information on Bid Process/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Van-Steyn, Project Manager (209) 937-8385 e-mail: <a href="mailto:Stephanie.Van-Steyn@stocktonca.gov">Stephanie.Van-Steyn@stocktonca.gov</a></td>
<td>Alan Montanelli, Procurement Specialist (209) 937-8350 e-mail: <a href="mailto:Alan.Montanelli@stocktonca.gov">Alan.Montanelli@stocktonca.gov</a></td>
</tr>
</tbody>
</table>

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability of responsibility for errors and/or omissions in any document transmitted electronically.
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPENSATION CONSULTANT SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 18-011)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide COMPENSATION STUDY CONSULTANT SERVICES (PUR 18-011) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on, MAY 17, 2018, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

To the City, ONE (1) original (unbound and no staples) and SEVEN (7) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide COMPENSATION CONSULTANT SERVICES for the City of Stockton (PUR 18-011)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

No unsolicited material will be accepted after the submittal date.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:
Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)
1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City’s website at www.stocktonca.gov/adminbid. Failure of any proponent to not have
received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City’s best interest. In no event, shall the City have any liability for the rescission of the award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: STEPHANIE VAN-STEYN
HUMAN RESOURCES
400 E MAIN ST 3RD FL
STOCKTON, CA 95202
Stephanie.Van-Steyn@stocktonca.gov

CITY OF STOCKTON
ATTN: ALAN MONTANELLI
PURCHASING DIVISION
400 E MAIN ST 3RD FL
STOCKTON, CA 95202
Alan.Montanelli@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by May 3, 2018 by 5:00 p.m. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at www.stocktonca.gov/adminbid, by May 10, 2018 by 5:00 p.m. and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.
1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.

D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. Any exceptions to the insurance requirement may result in a non-responsive proposal.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.12 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license is required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.13 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.
All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Proponent’s broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.14 HOLD HARMLESS DEFENSE CLAUSE

To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.15 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.
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1.16 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be submitted monthly.

1.17 NOTICE TO OUT-OF-STATE VENDOR

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the State Board of Equalization directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice submitted to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax should be directed to the City of Stockton’s Purchasing Division at (209) 937-8357.

1.18 TERM

Anticipated contract award is three (3) years with the option to renew for two (2) additional one-year periods. The contract start date will be upon approval of the City Council.

1.19 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify the City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.20 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.21 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience at any time by providing written notice to the Consultant.
1.22 **AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.23 **CHANGES**

The City's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent’s Project Manager, pursuant to the adopted City of Stockton Standard Specifications.

1.24 **AWARD**

Upon conclusion of the Request process, a contract may be awarded to provide **COMPENSATION STUDY CONSULTANT SERVICES** for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.25 **PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.26 **CONFIDENTIALITY**

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**
1.27 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax-supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.
2.0 BACKGROUND

Stockton is the largest City in San Joaquin County, and is a Charter city that operates under the Council-Manager form of government. It has a population of over 300,000 and in 2015 was re-named an All American City. U.S. News and World Report ranked Stockton as one of the top 100 places to live in the U.S. and Verizon ranked Stockton as one of the Top 12 cities in America to launch your tech start-up.

The City’s fiscal year 2017/18 budget includes a full-time employee (FTE) headcount of 1,691, and the City employs individuals in a variety of job classifications ranging from administrative and professional staff to public safety. City employees are represented by nine (9) different bargaining units, and Unrepresented Employees are covered under a compensation plan, for a total of ten (10) employee groups. Additional information regarding City budgeted classifications, including the City’s organizational structure comprised of fourteen (14) City departments is available in the 2017/18 Budget Book: http://www.stocktongov.com/government/departments/adminservices/budCurYear.html

From 2008 through 2014, employee compensation had been reduced or remained stagnant, and the City’s competitiveness in the labor market was negatively affected. In February 2015, the City exited bankruptcy, and has been successfully managing its budget in accordance with the City’s Long-Range Financial Plan (L-RFP). As a result, the City has been able to provide cost of living and market adjustments (COLAs) to increase its labor market presence. In fiscal year 2015/2016, employees received a 2% COLA. Additionally, on July 1, 2016, the City provided an additional 6% COLA to all employees pursuant to their respective bargaining unit labor contracts, which are in place through June 30, 2019 (3-year contract terms). The existing labor contracts do not include any additional COLAs.

As noted, the existing labor contracts also include market adjustments for certain classifications that were identified as being significantly under market, as a result of a total compensation study completed in 2015. Market adjustments will continue for certain classifications through the term of the current labor contracts. All salary adjustments through fiscal year 2018/19 can be found in the appendices attached to each respective bargaining unit’s memorandum of understanding on the City’s website:


The City currently has over 500 job classifications actively listed in its salary schedule. The City also has over 400 separate pay grades established for the 500
job classifications, which shows that the City has a predominantly market-based compensation structure. The City’s current salary schedule is available on the City’s website:


In June 2015, the City’s used a compensation study consultant through it contracted labor negotiations firm to perform a city-wide, total compensation market survey for over 200 job classifications. All job classification levels were surveyed for Police safety and Fire safety. Numerous miscellaneous job classifications were also identified and studied. If a job family existed, only the intermediate or journey level classification was surveyed and included in the total compensation survey report.

The City invites interested qualified, professional compensation study consultants to submit written proposals to perform a Total Compensation Study with the following objectives:

A. Identify comparable agency classifications to City of Stockton classifications that perform work with a similar level of complexity, responsibility, and knowledge, skills and abilities; and
B. Identify the City’s market competitiveness for city-wide job classifications including an analysis of total compensation to include, but is not limited to, base pay, additional pays, retirement, and health benefits.

2.1 SCOPE OF WORK

A. Identify Benchmark classifications - Meet and consult with Human Resources representatives to identify benchmark classifications. Please refer to Exhibit A, Item I, and job classifications listed in Exhibit A, Item III.
B. Identify Cash, Benefits and Total Compensation Items - Review and provide recommendations for compensation items to be surveyed, or methodology used. Cash, benefits and compensation items studied for the City in 2015 are provided in Exhibit A, Item II. Consultant should review this list of compensation items, and recommend other compensation items that may be typical in the industry.
C. Total Compensation Survey Reports - Compile all data related to total compensation. Provide a table for each classification including comparable agency classifications and their respective total compensation survey results. Include a median market calculation compared to City of Stockton compensation.
D. Draft Reports for Review - Present draft results and recommendations of the total compensation survey, and provide Human Resources and City management an opportunity to review, discuss and request changes to results prior to finalizing report.
E. **Revisions to Survey Reports** - Upon request, must revise or re-evaluate survey data as a result of questions or concerns that may arise from Human Resources, City management, or during labor contract negotiations.

F. **Final Work Product** – Consultant to provide a final version of total compensation survey reports, which may be shared as official City documents.

G. **Consulting Services** - Attend meetings and respond upon request to explain methodology and survey results.

### 2.2 PROPONENT RESPONSE SECTION

#### A. General Questions – Basic Responses Required

In this section, please check each question “yes” or “no”. For all “no” responses, proponent must have an explanation included in the response section immediately following this section.

<table>
<thead>
<tr>
<th>General Questions</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Will you agree to be bound by the terms of your proposal until a final contract is executed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Do you agree to all the terms and conditions contained in this RFP, to include the insurance and indemnification requirements?</td>
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<td></td>
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<tr>
<td>3. The contract with the successful proponent must be finalized within 30 days after notification of intent to award has been provided. Can you comply with this requirement?</td>
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<tr>
<td>4. Are the costs for services provided in your cost proposal all-inclusive with no other fees or charges contemplated?</td>
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<tr>
<td>5. The City requires that it maintain the right to terminate the resultant agreement for convenience at any time by providing written notice to the Consultant. Do you agree to this provision?</td>
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<tr>
<td>6. Can you assert that your company has not been found to have received commissions, override bonuses or other contingent income that was not previously disclosed to your clients within the last five (5) years?</td>
<td></td>
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</tr>
<tr>
<td>7. Public Record: All or part of any RFP submittal may be released for public record as part of the State of California Public Records Act. Are you aware that portions of your RFP may be released as public record?</td>
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<tr>
<td>8. Do you declare that there is no conflict of interest with any City representative, employee, or vendor and your organization?</td>
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<tr>
<td>9. Do you have the ability to maintain adequate files/records and meet statistical compensation survey reporting requirements?</td>
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<tr>
<td>10. Do you have the administrative and fiscal capability to provide and manage the proposed services?</td>
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<tr>
<td>11. Are you an independent company with no ties to any company that may be associated with the City of Stockton?</td>
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<tr>
<td>12. Are you able to meet the meeting and participation requirements listed in this RFP?</td>
<td></td>
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</tr>
</tbody>
</table>
## General Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you are awarded this contract, you will be required to submit itemized invoices for each service/project performed. Indicate “yes” if you understand and acceptance this requirement.</td>
<td></td>
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</tr>
<tr>
<td>If you are awarded this contract, do you understand that no supplemental income will be accepted by your organization from any current or potential future vendors in the form of commission, supplemental bonus payments, reimbursement for administrative expenses, overrides, or any other form of remuneration as a direct or indirect result of a contract with the City?</td>
<td></td>
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</tbody>
</table>

**General Questions – Explanation of “No” Responses (use additional sheets as necessary)**
B. Questionnaire – Detailed Responses Required

1) **Organizational Background:**
   Please provide a general background of your organization. Ensure to include information that emphasizes your work with public entities, total compensation studies, and other relative services you are proposing to provide.

2) **Consulting Team’s Experience and References:**
   Provide a listing of professional staff that would be assigned to the City’s account should you be awarded the contract. Please ensure you include location of staff, titles, and roles of each individual, qualifications and experience levels relative to the services being provided.

3) **Firm’s Experience with Governmental Agencies:**
   Provide the names of three public entity clients that are similar in size and services to the City of Stockton and summarize the scope of services provided, compensation arrangements, and any substantive outcomes related to those services.

4) **Other Services:**
   In addition to the scope of services outlined in this RFP document, provide an outline of any other recommended services as it relates to this RFP. Include an explanation for any recommendation and any associated costs. These costs should also be included in the Cost Proposal Information section as optional services not contemplated herein.

5) Please describe your company’s success in delivering total compensation studies, or providing compensation consulting services that have made an impact on other public governmental agencies.
C.  Cost Proposal Information (Under Separate Cover)

The City wide total compensation survey report should be a firm fixed price proposal to perform the complete services listed under Section 2.1 of this RFP as outlined above. Also, describe in detail how your organization may charge for additional projects or services that the City may require in addition to the fixed price proposal. This information must be provided under separate cover.

<table>
<thead>
<tr>
<th>SERVICES PROVIDED</th>
<th>MAXIMUM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Scope of Work Services</td>
<td></td>
</tr>
<tr>
<td>Optional Services</td>
<td></td>
</tr>
</tbody>
</table>

D.  References

Please provide at least four (4) references of which three (3) references must be public governmental agencies. The references should include the agency name, contact person, title, telephone number and email address.

E.  Project Work Plan

Please provide a sample project plan. The City intends on utilizing the total compensation report for negotiations with its bargaining units whose labor contracts expire June 30, 2019. It is imperative the City receives a thorough and accurate City wide total compensation study report with the most recent possible compensation data. The City anticipates receiving the completed total compensation report with data that is effective on or after July 1, 2018. Please indicate your proposed project start date, and projected total compensation report completion date that complies with the City’s requirement.
3.0 PROPOSAL GUIDELINES, CONTENT, AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

A. Evidence of the Proponent’s ability to be responsive to this project in regards to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the proponent’s response to the Scope of Work.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and SEVEN (7) copies of your proposal/qualifications. Additionally, submit one (1) CD or USB Flash Drive with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 COVER LETTER

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal and shall include the name, address, phone number, and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 MINIMUM EXPERIENCE QUALIFICATIONS SUMMARY

Provide a statement of professional experience and ability.

3.0.3 MANAGEMENT/METHOD OF OPERATION

Provide a detailed description outlining your firm’s approach to provide the services required herein. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPENSATION CONSULTANT SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 18-011

3.0.4 FINANCIAL STATEMENT

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent’s assets, liabilities, and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.5 CORPORATE STRUCTURE, ORGANIZATION

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project. Designate the Principal in Charge and other key personnel. Please include résumés and provide a description of the experience your firm has had with similar processes.

3.0.6 REFERENCES

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.7 PROPOSAL FEE UNDER SEPARATE COVER

Provide detailed basic fee structure and break-down of any other charges related to your firm’s proposal. Finalist’s fee structure may be subject to negotiation.

Complete Section 2.2.C Cost Proposal Information and submit under separate cover.

3.0.8 The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form but may
appear only in an “Additional Data” section the proponent can add after all other requirements.

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide COMPENSATION CONSULTANT SERVICES. A key component for the successful firm will be the ability to meet the City’s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent’s ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent’s Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.1 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.2 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.3 CITY’S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.4 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.
PROPOSAL DOCUMENTS

A) RFP – COMPENSATION CONSULTANT SERVICES
B) PUR 18-011
C) MAY 17, 2018

COMPANY NAME: _________________________________

CONTACT NAME: _________________________________

ADDRESS: _______________________________________

_________________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: __________________________________________
PROPONENT’S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent, and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at www.stocktonca.gov/adminbid.

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO. /FAX NO.

DATE

E-MAIL ADDRESS
No. 1

NON-COLLUSION AFFIDAVIT
FOR INDIVIDUAL PROPOINENT

STATE OF CALIFORNIA, (insert)
County of (insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________, 20_______

by , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 2

AFFIDAVIT FOR CORPORATION PROPOINENT

STATE OF CALIFORNIA, (insert)
County of (insert)

being first duly sworn, deposes and says: That they are the ______ of a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________, 20_______

by , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, (insert)
County of (insert)

, each being first duly sworn, deposes and say: That they are a member of the firm, association or co-partnership, designated as ___________________________ who is the party making the foregoing bid; that the other partner, or partners, are in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________, 20_______

by , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature
EXHIBIT A:
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. 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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant’s insurance *(at least as broad as ISO*
Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read “City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers.” Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

**Primary Coverage**
For any claims related to this contract, the Consultant’s insurance coverage shall be endorsed as primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant’s insurance coverage to the sole negligence of the Named Insured.

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

**Waiver of Subrogation**
Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

**Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

**Claims Made Policies**
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. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.
Verification of Coverage
Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant’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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

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

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

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance
If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

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

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.
EXHIBIT B: SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _______ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and ______________________________ whose address is ___________________________ and telephone number is ______________ (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in facilitating collaboration, teamwork and strategic planning efforts for the purposes specified in this Agreement.

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

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

1. Consultant’s Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. City Assistance, Facilities, Equipment and Clerical Support. Except as set forth in Exhibit A. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A. according to the terms and conditions set forth in Exhibit A.

3. Term. This Agreement shall commence on the date written above and shall expire on ______________; provided, however the parties may agree to change either the commencement or expiration date.

4. Compensation. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. 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 $__________.

   a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved 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. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **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 Agreement shall become 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 Agreement. 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 Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, 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 or employees of City.

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

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement 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.

11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering
services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

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

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: ______________________
City: City Manager
City of Stockton

____________________________________
425 N. El Dorado Street
Stockton, CA 95202

14. **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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

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

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, 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 of degree by the performance of Consultant’s services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

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

20. **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.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

_____________________________
Kurt Wilson, City Manager

ATTEST:

_____________________________
City Clerk

**CONSULTANT**

By: _____________________________
Signature

_____________________________
Print name

Title: ___________________________

**APPROVED AS TO FORM:**

[If Consultant is a corporation
signature(s) must comply with
Corporations Code §313.]

_____________________________
City Attorney
I. Comparable Agencies to Survey by Bargaining Unit
Below is a list of existing comparable agencies for each employee group.

A. Local Agencies (Bargaining Units: Stockton City Employees’ Association (SCEA), Mid-Management/Supervisory Level Unit (B&C), Operations & Maintenance Unit, Trades & Maintenance Unit, Water Supervisory Unit, Unrepresented Employees)
   1. City of Lodi
   2. City of Manteca
   3. City of Tracy
   4. City of Livermore
   5. City of Fairfield
   6. San Joaquin County
   7. City of Modesto

B. Regional Agencies (Bargaining Units: SCEA, B&C, Operations & Maintenance Unit, Trades & Maintenance Unit, Water Supervisory Unit, Unrepresented Employees)
   1. City of Hayward
   2. City of Fremont
   3. City of Bakersfield
   4. City of Sacramento
   5. City of Fresno

C. Director Level/Department Head Level – In addition to the Local and Regional Survey results, Director level and Department Head survey should include:
   1. City of Salinas
   2. City of San Bernardino
   3. City of Chula Vista
   4. City of Riverside

D. Agencies to use for Police Safety (Stockton Police Officers’ Association and Stockton Police Management Association)
   1. City of Bakersfield
   2. City of Fresno
   3. City of Livermore
   4. City of Modesto
   5. City of Ontario
   6. City of Pomona
   7. City of Riverside
   8. City of Sacramento
   9. City of San Bernardino
   10. San Joaquin County
E. Agencies to use for Fire Safety (Fire Unit and Fire Management Unit)
   1. Alameda CFD
   2. City of Bakersfield
   3. City of Fresno
   4. City of Pleasanton
   5. City of Modesto
   6. City of Ontario
   7. City of Sacramento
   8. Sac Metro FPD
   9. City of San Bernardino
   10. City of Tracy

F. Agencies to use for Municipal Utilities Department (Select Positions)
   1. City of Lodi
   2. City of Manteca
   3. City of Tracy
   4. City of Livermore
   5. City of Fairfield
   6. City of Modesto
   7. City of Hayward
   8. City of Bakersfield
   9. City of Sacramento
   10. City of Fresno
   11. City of Roseville
   12. City of Davis
   13. West Sacramento
   14. Stockton East Water District
   15. Modesto Irrigation District
   16. Alameda County Water District
   17. Zone 7 Water Agency
   18. South San Joaquin Irrigation District
   19. Sacramento Regional County Sanitation District
   20. Fairfield Suisun Sanitary District
   21. Union Sanitary District
   22. Kern County Water Agency

II. Cash, Benefits and Total Compensation Items to Survey
Review this list of compensation items, and recommend other compensation items that may be typical in the industry.

A. Cash:
   1. Base Pay – Top Step
   2. Deferred Compensation/HRA Contribution
   3. Longevity
   4. Education Incentive
   5. Retirement Pickup
   6. Holiday
   7. Uniform Allowance (Police Safety and Fire Safety Only)
   8. P.O.S.T. Add Pay (Police Safety Only)
9. EMT Add Pay (Fire Safety Only)
10. Other cash

B. Benefits:
1. Health
2. Dental
3. Vision
4. Life (Police Safety and Fire Safety Only)
5. LTD (Police Safety and Fire Safety Only)

C. Leave Benefits:
1. Vacation
2. Sick Leave
3. Administrative leave
4. Holiday

D. Retirement Benefits:
1. Employer PERS/Retirement contribution
2. Employee PERS/Retirement contribution
3. Pension formula

E. Retiree Health Benefits:
1. HSA/HRA contribution
2. Retiree Health contribution
3. Retiree Health Costs according to agency CAFR

III. Job Classifications to Survey by Employee Group

<table>
<thead>
<tr>
<th># Classifications</th>
<th>Job Title</th>
<th>Bargaining Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Police Officer</td>
<td>Stockton Police Officers' Association</td>
</tr>
<tr>
<td>2</td>
<td>Police Sergeant</td>
<td>Stockton Police Officers' Association</td>
</tr>
<tr>
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<td>9</td>
<td>City Traffic Engineer</td>
<td>B&amp;C Mid Mgmt</td>
</tr>
<tr>
<td>10</td>
<td>Deputy Community Development Director/Building &amp; Life Safety</td>
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<td>Deputy Community Development Director/Planning &amp; Engineering</td>
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<td>Deputy Director of Community Services - City Librarian</td>
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<td>Deputy Director of Community Services - Recreation</td>
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<tr>
<td>14</td>
<td>Deputy MUD Director/Maintenance &amp; Collection Systems</td>
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<td>15</td>
<td>Deputy MUD Director/Wastewater</td>
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<td>Deputy MUD Director/Water Resources Planning</td>
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<td>Deputy MUD Director/Stormwater</td>
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<td>19</td>
<td>Deputy Public Works Director/City Engineer</td>
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<td>20</td>
<td>Engineering Services Manager</td>
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<td>30</td>
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<td>Executive Assistant</td>
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<td>Fire Telecommunications Supervisor (24 hour)</td>
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<td>Microbiologist</td>
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<td>Fire Telecommunicator II (24 hour/56 hour workweek)</td>
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<td>Director of Economic Development</td>
<td>Unrep Dept Heads</td>
</tr>
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<td>175</td>
<td>Director of Human Resources</td>
<td>Unrep Dept Heads</td>
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<td>176</td>
<td>Director of Information Technology</td>
<td>Unrep Dept Heads</td>
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<tr>
<td>177</td>
<td>Director of Municipal Utilities</td>
<td>Unrep Dept Heads</td>
</tr>
<tr>
<td>178</td>
<td>Director of Public Works</td>
<td>Unrep Dept Heads</td>
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<tr>
<td>179</td>
<td>Fire Chief</td>
<td>Unrep Dept Heads</td>
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<tr>
<td>180</td>
<td>Assistant City Attorney</td>
<td>Unrep Law Exec</td>
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<tr>
<td>181</td>
<td>City Attorney</td>
<td>Unrep Law Exec</td>
</tr>
<tr>
<td>182</td>
<td>Deputy City Attorney</td>
<td>Unrep Law Prof</td>
</tr>
<tr>
<td>183</td>
<td>Executive Assistant to the City Attorney</td>
<td>Unrep Law Support</td>
</tr>
<tr>
<td>184</td>
<td>Paralegal</td>
<td>Unrep Law Support</td>
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<tr>
<td>185</td>
<td>Legal Secretary</td>
<td>Unrep Law Support</td>
</tr>
<tr>
<td>186</td>
<td>Accounting Manager</td>
<td>Unrep Mid Mgmt</td>
</tr>
<tr>
<td>187</td>
<td>Assistant City Clerk</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>188</td>
<td>Assistant Chief Financial Officer</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>189</td>
<td>Assistant Director of Community Development</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>190</td>
<td>Assistant Director of Human Resources</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>191</td>
<td>Assistant Director of Economic Development</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>192</td>
<td>Assistant MUD Director</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>193</td>
<td>Budget Officer</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>194</td>
<td>Chief Plant Operator - Wastewater</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>195</td>
<td>Chief Plant Operator - Water</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>196</td>
<td>Deputy Chief of Police II</td>
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<tr>
<td>197</td>
<td>Deputy Director of Human Resources</td>
<td>Unrep Mid Mgmt</td>
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<td>198</td>
<td>Deputy Fire Chief II</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>199</td>
<td>Finance Officer</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>200</td>
<td>Human Resources Manager/Safety Officer</td>
<td>Unrep Mid Mgmt</td>
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<td>201</td>
<td>Information Technology Officer</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>202</td>
<td>Liability Claims Investigator II</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>203</td>
<td>Municipal Utilities Department Finance Officer</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>204</td>
<td>Police Fiscal Affairs/Planning Manager</td>
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<tr>
<td>205</td>
<td>Program Manager III</td>
<td>Unrep Mid Mgmt</td>
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<tr>
<td>206</td>
<td>Public Information Officer II</td>
<td>Unrep Mid Mgmt</td>
</tr>
<tr>
<td>207</td>
<td>Senior Budget Analyst (Confidential)</td>
<td>Unrep Mid Mgmt</td>
</tr>
<tr>
<td>208</td>
<td>Collection Systems Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>209</td>
<td>Laboratory Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>210</td>
<td>Occupational Health &amp; Safety Compliance Specialist</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>211</td>
<td>Plant Maintenance Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>212</td>
<td>Plant Operations Supervisor</td>
<td>Water Supervisory Unit</td>
</tr>
<tr>
<td>213</td>
<td>Regulatory Compliance Officer</td>
<td>Water Supervisory Unit</td>
</tr>
<tr>
<td>214</td>
<td>Senior Collection Systems Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>215</td>
<td>Senior Plant Maintenance Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td>216</td>
<td>Senior Plant Operations Supervisor</td>
<td>Water Supervisory Unit</td>
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<tr>
<td></td>
<td>Technical Services Supervisor</td>
<td>Water Supervisory Unit</td>
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</tr>
<tr>
<td>217</td>
<td>Water Systems Superintendent</td>
<td>Water Supervisory Unit</td>
</tr>
</tbody>
</table>
EXHIBIT B: SAMPLE CONTRACT

EXHIBIT B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. 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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant’s insurance *(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used)*. Additional insured Name of Organization shall read “City of Stockton, its Mayor, Council,
officers, representatives, agents, employees and volunteers.” Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

**Primary Coverage**
For any claims related to this contract, the Consultant’s insurance coverage shall be endorsed as primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant’s insurance coverage to the sole negligence of the Named Insured.

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

**Waiver of Subrogation**
Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

**Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

**Claims Made Policies**
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. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

**Verification of Coverage**
Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant’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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

**Certificate Holder Address**
Proper address for mailing certificates, endorsements and notices shall be:

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

City of Stockton Risk Services Phone: 209-937-5037  
City of Stockton Risk Services Fax: 209-937-8558

**Maintenance of Insurance**
If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

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

**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.