

# CITY OF VICTORVILLE



## **REQUEST FOR PROPOSAL**

### **SEVENTH STREET TRAFFIC SIGNAL MODIFICATION PROJECT CC22-065**

**SUBMISSION DUE DATE AND TIME**  
**Thursday, January 13<sup>th</sup>, 2022**

**AT**

**2:30 P.M. PST**

**PROJECT NAME**

**SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**GENERAL INFORMATION**

The City of Victorville as the Agency/City is inviting qualified Civil/Traffic Engineering consultants to submit proposals to provide professional services which may lead to the award of a Consultant/Professional Services Agreement. The qualified consultant will provide the City with plans, specifications, engineering and construction support for the advertisement and construction of some traffic signal modifications and upgrades on Seventh Street in Victorville. The City desires to receive proposals from firms that have recent experience in this work. The agreement will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin. Costs of developing the proposal are the responsibility of the consultant and shall not be charged to the City.

**DESCRIPTION OF PROJECT**

Seventh Street is a 2.2-mile commercial corridor within a portion of the City's business district that is part of historic Route 66 connecting Interstate 15 with Route 18. The City was successful in securing a Highway Safety Improvement Program grant from State funds. The project scope includes adding lighting, enhancing detection and upgrading existing equipment along the corridor. Upgrades and/or modifications are desired for five (5) existing signalized intersections at B St, Forrest Ave, Mojave Dr, Victor St & Lorene Dr. A more detailed scope of work is located in Section C of this solicitation.

**PROPOSAL DUE DATE**

Proposals will be received by the City of Victorville **until 2:30 p.m. PST, Thursday, January 13<sup>th</sup>, 2022** for the work to be done as described in this document and attachments (City of Victorville, 14343 Civic Drive, Victorville, CA 92392). Proposals may NOT be submitted by email. ***Please be informed that the selected consultant will be required to submit all original signed documents prior to formal award if not included with the submission.***

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

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*CITY OF VICTORVILLE, CALIFORNIA*

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RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065

**SECTION A - TERMS AND CONDITIONS**

NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE  
THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY  
PRIOR TO SUBMITTING A PROPOSAL

**1. AWARD OF CONTRACT**

The City of Victorville reserves the right to accept or reject any and all proposals and to award a Consultant/Professional Services Provider Agreement to the proposer who is found to best meet the requirements to perform the work. Relevant factors which will be considered in evaluating the proposals are: qualifications & required certifications of key personnel; related projects that key personnel have worked on; completeness and accuracy of submission documents, to include acknowledgement of any released addenda; past experiences with the City; and references from other cities, developers, or municipalities regarding past work.

**2. PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder shall be responsible for reviewing and submitting the Submission Certification form which includes a list of all proposal documents required to be submitted for consideration. The bidder is required to provide a Statement of Qualifications that contains at a minimum the firm's: qualifications, proposed staffing, related experience, references, resumes, and certifications of key personnel. Please reference "**Request for Proposal CC22-065**" when contacting the City regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Celeste Calderon  
City of Victorville – Finance Division  
14343 Civic Drive, 2<sup>nd</sup> Floor, Victorville, CA 92392  
Phone (760) 955-5082, Fax (760) 269-0045  
Email: cmcalderon@victorvilleca.gov

Inquiries regarding this Request for Proposal must be sent to the Procurement Representative designated above only. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than **Tuesday, January 12<sup>th</sup>, 2022** to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such information Proposers must submit a request in writing to the individual identified above. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an addendum to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers.

**3. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

A DBE contract goal is not required to be met for this solicitation.

**4. INSURANCE – CONSULTANT/PROFESSIONAL SERVICES**

**A COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent Consultants.

- b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent Consultants in performing the services required by this Agreement.

**B WORKERS' COMPENSATION INSURANCE**

- a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
- b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

**C PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**D ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent Consultants, including, without limitation, the City Attorney, as Additional Insured's.

**E WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the and its officers, employees, servants, volunteers, agents, and independent Consultants. Each policy of insurance shall be endorsed to reflect such waiver.

**F PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

- a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the District Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.
- b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the District shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.
- c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the District of such termination or expiration.

- d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.
- e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the District. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

Consultant shall review the sample agreement, attached hereto, for additional required insurance criteria.

#### **5. PROPOSAL PREPARATION COSTS**

The City is not, nor shall be, deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposal.

#### **6. PROPOSAL INCLUSIONS**

The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses ALL of the proposal requirements prior to submitting as outlined elsewhere in this document.

#### **7. WITHDRAWAL OF PROPOSAL BEFORE CLOSING**

Any Proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Proposer's proposal null and void, and shall return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).

#### **8. MISTAKE IN PROPOSAL**

Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **ONLY** if the Proposer can establish to the City's satisfaction, that a mistake was made in preparing the proposal.

1. A Proposer declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **ONLY** be permitted for mistakes made in the completion of the proposal. A Proposer who claims a mistake shall be **PROHIBITED** from submitting further proposals on the Project on which the mistake was claimed.

#### **9. PROPOSAL ACCEPTANCE**

The City reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City further reserves the right to award the contract to other than the ranked number one (1) Proposer if such action is deemed to be in the best interest of City.

The award of the contract, if awarded, will be made within ninety (90) working days after opening of the proposals. The bidder's signature on the Cost Proposal Form shall constitute a commitment on the part of that Bidder to furnish the service as set forth in the Cost Proposal Form and the Specifications. The Cost Proposal Form, together with the Technical Provision and Scope of the **SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**. RFP, proposed to be furnished, shall all be considered as part of the contract between the City and the Bidder to whom a Purchase Order is



issued. Furthermore, the bidder to whom the contract is awarded shall provide the **SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065** as set forth herein.

**10. WAITING PERIOD**

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

**11. TERM OF CONTRACT**

The term of this Contract shall begin upon execution and shall terminate upon completion of the project construction activities unless sooner terminated in accordance with the provisions of the Consultant/Professional Services Agreement. It is anticipated that the term of the agreement will be eighteen (18) months.

**12. CARE AND CUSTODY**

The Consultant accepts full responsibility for the security against loss or damage to the articles involved while in his possession or the possession of any of his agents. Consultant shall reimburse the City for any loss or damage to City articles in his or his agents care or custody.

**13. INTERPRETATION OF DOCUMENTS**

During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the "Request For Proposal," or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in Request for Proposal above. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation, and shall become a part of the submitted proposal.

Exceptions to this Request for Proposal: Any changes from the provisions of this Request for Proposal, which may be desired by the Proposer, shall be specifically noted on the form provided in Section C.

**14. CONTRACT EXECUTION**

The successful Consultant shall execute a contract (Consultant/Professional Services Provider Agreement) with the City for the services to be provided. A sample Agreement is provided as Attachment "A" at the end of this RFP.

**15. ACCEPTANCE AND PAYMENT**

Consultant's invoice(s) shall include reference to the Purchase Order number issued for the services and be accompanied by detailed supporting documentation per Section B. City shall pay the Consultant's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Invoice submittals shall be paid for the cost per unit of work completed during the invoiced period. Payment will be withheld for any services which do not meet or exceed City requirements or have proven unacceptable until such services are corrected, resubmitted and accepted by the City.

**16. FEDERAL, STATE, AND LOCAL LAWS**

The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations.

**17. RETENTION OF AND ACCESS TO RECORDS**

At all reasonable times during the term of this contract and for a minimum of three years following final settlement, City, and any designated representative shall have access to all records related to work performed under this contract and the Consultant shall make such records available for inspection, audit, copying excerpts and transcriptions.





Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

**24. INDEMNIFICATION**

Notwithstanding the limits of any insurance, Proposer shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Proposer, its agents, employees, subconsultants, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Proposer hereunder, or arising or alleged to arise from Proposer's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of City its officials, officers, agents, volunteers or employees, and in connection therewith:

1. Proposer will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Proposer will promptly pay any judgment rendered against City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Proposer's (or its agents', employees', subconsultants' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Proposer agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless therefrom;
3. In the event, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Proposer for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Proposer hereunder, Proposer shall pay to City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
4. Proposer's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, Penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Resource Conservation and Recovery Act of 1976 (RCRA), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time. The Consultant's indemnification obligations pursuant to this Section shall survive the termination of this Agreement.

**25. HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED**

Consultant shall not hire or employ any person to perform work within the City or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

**26. NON-COLLUSION DECLARATION**

All proposals must be accompanied by a signed Non-Collusion Declaration per the Public Contract

Code Section 7106.

**27. CITY BUSINESS LICENSE**

The Consultant shall obtain a City business license prior to commencing work for the City of Victorville.

**28. TERMINATION FOR CONVENIENCE**

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

**29. TERMINATION FOR DEFAULT**

The City of Victorville, may, by written notice of default to the Consultant, terminate this contract in whole or in part if the Consultant fails to:

1. Perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

**30. The OWNERSHIP OF MATERIALS & DOCUMENTS**

The City retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this document. Said materials and documents are confidential and shall be available to the City from the moment of their preparation, and the Consultant shall deliver same to the City whenever requested to do so by the Project Manager and/or the City. The Consultant shall provide the city with an electronic version of all project-related documents, including all text documents and drawings. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the City.

**31. CONFIDENTIALITY**

Before the award of the contract, all proposals will be designated confidential to the extent by permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and will be disregarded.

**32. AMENDMENTS & REQUESTS**

The City reserves the right to amend the Request for Proposal by addendum before the final proposal submittal date.

**33. NON-COMMITMENT OF THE CITY**

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract these services. All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

**34. GENERAL COMPLIANCE WITH LAWS**

The Consultant shall be required to comply with all federal, state and local laws and ordinances applicable to work.

**35. AFFIRMATIVE ACTION**

The City hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposal in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing **the proposals for award of contract**.

**36. CERTIFICATION AND CONFLICT OF INTEREST FORMS**

The proposing Consultant shall disclose any financial, business or other relationship with the City of Victorville that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with an construction company that might submit a bid on the construction project. Consultant must include the following form with proposal.

- Exhibit 10-Q Disclosure of Lobbying Activities
- Disclosure of Potential Conflicts of Interest Form for A&E

**37. NON-DISCRIMINATION CLAUSES AND STATEMENT OF COMPLIANCE**

The consultant must include article XVI, below, in all subcontracts to perform work under the contract.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by the City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the City shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**SECTION B – PROPOSAL REQUIREMENTS & SELECTION PROCESS**

**1. TENTATIVE SCHEDULE**

The following is a tentative schedule for the procurement of a professional consulting services contract for the SEVENTH STREET TRAFFIC SIGNAL MODIFICATION project.

<b>Step</b>	<b>Task Description</b>	<b>Estimated Date</b>
1	Issue Request for Proposals	12/6/2021
2	Last Day for Questions	01/10/2022
3	Proposals Due	01/13/2022
4	Proposals Evaluation	01/17/2022 - 01/28/2022
5	Council Awards Contract	02/15/2022
6	NTP for Traffic Signal Design & Engineering	03/1/2022

**2. SUBMITTAL LOCATION, CLOSING DATE AND TIME**

Proposals are due on or before **Thursday, January 13<sup>th</sup>, 2022** at 2:30 p.m. PST at the aforementioned address. Faxed or emailed proposals will not be accepted. Please refer to Sections C through E for more submittal requirements.

**3. INQUIRIES**

Inquiries regarding this Request for Proposal must be sent to the Procurement Representative designated below only. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than **Monday, January 10<sup>th</sup>, 2022** to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such information Proposers must submit a request in writing to the individual identified above. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an addendum to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers.

Please reference "Request for Proposal CC22-065" when contacting the City regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Celeste Calderon  
 City of Victorville – Finance Division  
 14343 Civic Drive, 2nd Floor, Victorville, CA 92392  
 Phone (760) 955-5082, Fax (760) 269-0045  
 Email: [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov)

**4. PROPOSAL SUBMITTAL**

Proposal should be typed, organized and concise, yet comprehensive. Consultant shall include all items required by the "Proposal Format and Required Contents" section of this RFP. Consultants shall include one (1) bound original and one (1) electronic copy of their qualifications proposal (pdf format on a flash drive) in a sealed package. **Consultants must not include electronic copies of the cost proposal in the flash drive provided as part of the proposal package submittal.**

Any proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. **Any proposal found to be illegible or incomplete shall be considered for**

**rejection.** Whether sent by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. **Faxed or emailed** proposals or modifications will **not** be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

The proposal shall be submitted in two (2) sealed envelopes – one (1) envelope containing the Statement of Qualifications and associated documents from Section C of this RFP; and one (1) envelope containing the cost proposal documents and associated documents from Section D of this RFP, with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

Envelope 1 – Statement of Qualifications and Section C Forms

**“RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065”**

Envelope 2 – Cost Proposal and Section D Forms

**“COST PROPOSAL – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065”**

## **5. PROPOSAL FORMAT AND REQUIRED CONTENTS**

1. Proposal Cover Sheet
2. Table of Contents
3. Cover letter: Cover letter shall designate who will be the principal in charge of the project, and who will be the City’s contact throughout the life of the project. Proposals shall be signed by an officer authorized to bind the consultant and shall contain a statement to the effect that the proposal constitutes a firm offer for at least ninety (90) days from the last day for receipt of proposals set forth herein.
4. Project Understanding: The proposal shall contain a detailed explanation of the project. Do not reiterate the contents of the RFP.
5. Schedule and deadlines: Consultant shall provide a detailed schedule showing the consultant’s plan of how to meet the deadline as detailed in the technical provisions. Consultant shall list all assumptions.
6. Work Plan: Consultant shall include their plan to provide the services as specified in this request for proposal. The Consultant must identify any challenges that might affect the schedule or meeting any RFP requirements, and shall provide solutions and/or innovative approaches to optimize the processes and meet or exceed desirable outcomes.

If Consultant believes that any portion of City’s plan as presented in this RFP are not attainable, Consultant must identify deficiencies and facts and provide their best proposal. Consideration as to how the Consultant plans to maintain the intent of this RFP must be included in this section.

7. Staffing Plan including Sub-consultants: Describe current and anticipated workload of each team member; include a discussion of commitments made to other agencies and availability during the course of the project. Include an organizational chart with all proposed staff and sub-consultants.
8. Staff resumes: Resumes should not be more than two (2) pages for key team members and one page or less for support staff. Provide a brief summary of the qualifications and experience of each team member assigned, including length of service with the firm and the qualifications/experience of any subconsultant staff on your project team.
9. Relevant Firm’s Qualifications/Experience: List your organization’s specific experience in relevant areas and/or projects of similar magnitude and scope of work. Project must have been completed



in the past five (5) years. Consultant must provide any other information that might aid in the City's selection committee review process, as related to the consultant's qualifications.

10. Required Forms: The following are a list of the forms that the consultant must include with their proposals. Required forms are included in Section D. Section D also includes a checklist of all required forms to be submitted as part of the request for proposal.

- a. Submission Certification
- b. Proposer Identification
- c. Customer Reference
- d. Worker's Compensation Certification
- e. Signature Authorization
- f. Non-Collusion Declaration
- g. Exception Forms
- h. Additional Information
- i. Debarment Certification Acknowledgement
- j. Acknowledgement Pages for All Addenda (if any) – acknowledgement pages will be included as part of any issued addenda.
- k. Exhibit 10-Q: Disclosure of Lobbying Activities
- l. Disclosure of Potential Conflict of Interest Form

#### **6. COST PROPOSAL**

The cost proposal submitted in envelope #2 shall meet the requirements of Caltrans LAPM Chapter 10, including the following Exhibits:

- Exhibit 10-H: Sample Cost Proposal
- Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist
- Exhibit 10-K: Consultant Certification of Contract Costs & Financial Management System

#### **7. SELECTION CRITERIA**

The Engineering Division of the Public Works Department will review proposals and select the firm(s) most qualified to provide the requested services. Staff may contact the firm(s) for additional information or clarification. Selection among the proposals received will be based upon the criteria specified in the RFP.

#### **8. SELECTION COMMITTEE**

All proposals will be reviewed by a selection committee with regards to qualifications and experience. The top three (3) highest ranked consultants may be invited to make a virtual oral presentation, if needed. The final recommendations will be presented to the City Council for award of a professional consulting services contract. The selection committee shall consist of representatives of the City.

#### **9. PROPOSAL EVALUATION CRITERIA**

The City has formed a review committee to rank proposals and select the firm(s) most qualified to provide the requested services. City may contract the firm(s) for additional information or clarification. All proposals will be evaluated and ranked by the review committee according to the following criteria and point system:

CRITERIA	MAXIMUM POINTS	RANKING
<p><b>1. Qualifications, Related Experience, and References:</b></p> <p>Proposer’s experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of year’s experience performing similar work; demonstrated ability to manage and coordinate the work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP.</p>	30	
<p><b>2. Proposed Staffing and Project Organization:</b></p> <p>Technical expertise and professional competence in areas directly related to the work identified in this RFP. Level of experience; knowledge of state and federal guidelines and requirements; certifications and licenses required and training of key personnel assigned, including sub-consultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources; coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel.</p>	30	
<p><b>3. Work Plan:</b></p> <p>Depth of understanding of the City’s needs and requirements, and understanding of the Scope of Work, proposer’s approach and methodology/systems reflecting the ability to provide the requested services; demonstrated knowledge of the services being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. Optimized methods/processes to reduce construction duration and/or attain project goals.</p>	40	
<b>Total</b>	<b>100</b>	

**10. INTERVIEW**

The City may request the highest ranked proposers to participate in a virtual interview process, if necessary, to gain a better understanding of the proposer’s qualifications, related experience, proposed staffing & project organization, or the proposer’s work plan. Interviews will be performed at the discretion of the City and are not a requirement of the selection process.

**11. CONTRACT NEGOTIATIONS**

After ranking, the City cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the City does not consider fair and reasonable, negotiations must be formally terminated, and the City must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the City must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the City. However, the City may elect at any time to not negotiate any further and not award the contract.

Upon completion of successful contract negotiations, the City will make a recommendation for award of a professional consulting services contract to the City Council.

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**SECTION C – SCOPE OF SERVICES**

**1. PROJECT BACKGROUND**

The City of Victorville covers approximately 74 square miles and is home to roughly 128,000 residents, 20 city parks, six major retail centers, and three industrial parks, which includes the Southern California Logistics Airport (SCLA). Victorville also offers multi-modal transportation capabilities by bringing together ground, rail, bike lanes, and air transportation for businesses, with easy access to the I-15, US-395, and SR-18.

Seventh Street is a 2-mile corridor within a portion of the City’s business district that connects Interstate 15 with Route 18. An increased rate of fatalities in recent years has necessitated efforts towards reducing this rising trend by adding lighting, enhancing detection and upgrading existing equipment along the corridor. Upgrades and/or modifications are desired for five (5) existing signalized intersections at B St, Forrest Ave, Mojave Dr, Victor St & Lorene Dr. The scope of work for each signalized intersection follows this section.

The California Highway Safety Improvement Program (HSIP), administered by Caltrans, provides funding opportunities for safety improvement projects. The City of Victorville submitted an application to the state HSIP Cycle 10 and received an award letter for the proposed improvements. HISP funding will be utilized for construction purposes only. PS&E will be funded locally.

**2. SCOPE OF WORK**

The City has provided below an outline of the anticipated tasks. The Consultant may modify the scope of services contained herein in their proposal, in order to more effectively respond to this RFP. The scope of services, described herein, are not intended to be comprehensive nor exclusive; they are merely set forth as a general outline of the work that is expected. The principle project purpose is to provide signal mast arms and indications for East-West cross streets along Seventh Street.

**A. General**

**1. Meetings**

The consultant shall conduct periodic progress meetings (or a conference call) with City staff to review project progress and redirect elements as necessary to ensure the project’s progress within the available budget, funding and schedule. The consultant shall conduct any additional meetings necessary with the City, City departments, City consultants, regulatory agencies, internal or external stakeholders, any other entities or the contractor. As a minimum, the Consultant selected shall schedule and attend meetings in the planning phase as follow:

- a. Kickoff meeting including sub-consultants (if-any)
- b. Project Team meetings, monthly.

**2. Schedule**

The design for this project shall be completed three (3) months from the award of contract. A schedule shall be provided to the City of work to be done. An updated schedule is to be distributed to during project meetings. Any delays outside the control of the Consultant will result in an extension of time for completion of the design phase of the project upon written request. The project schedule shall be divided into detailed tasks and subtasks including critical path. The schedule is to indicate anticipated durations for all tasks.

**B. Phase 1 – Planning and Conceptual Design (50%)**

**1. Research**

- a. The Consultant shall provide engineering services related to the research and investigation of utility company and agency records to secure all the information required to identify, locate and accurately layout all underground improvements. The research should include, but not be limited to, utility maps and street improvement plans.
- b. The City will provide copies of available pertinent City records upon request. Any recent engineering studies that have been completed relating to roadway safety improvements, including traffic signal warrants, feasibility studies, and project study reports will be made available upon request from the City of Victorville Engineering Division.
- c. The Consultant shall conduct a field investigation to review the existing infrastructure to identify existing equipment and conditions for design/modification purposes.

**2. Surveying and Topographic Mapping**

The City will provide the consultant with a CAD dwg with survey data necessary for the design of the proposed improvements along the roadway. This file will not include a 3D surface.

**3. Utilities Coordination**

The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout all underground improvements. The Consultant shall identify all utilities that could potentially conflict with the planned project, and determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction. Consultant shall coordinate with the appropriate utility companies for work that affects its specific utility. If required to establish electrical service or modifications to electrical service, Consultant shall coordinate with Southern California Edison's Service Planner for appropriate connections and designs.

**4. Utility Potholing**

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of that task. It will be the responsibility of the Consultant to notify Underground Service Alert and provide temporary traffic control during potholing operations.

**5. Right-of-Way**

There is no right-of-way acquisition anticipated for this project. The Consultant is required to perform basic right-of-way research to ensure the needed rights-of-way are identified and provide Right-of-Way Certification for Caltrans project clearance for authorization to proceed with construction. The improvement plans shall show existing property lines with all right-of-way and easement areas.

**6. Preliminary Design (Conceptual Layout Plans, 50%)**

The Consultant shall prepare conceptual layout plans showing existing and tentative equipment locations, signing & striping changes, if required, ADA compliant pedestrian countdown signal heads, etc.

**7. Submittals**

- a. The Consultant shall submit pdf copies of the preliminary design drawings with each submittal for checking by the City. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.
- b. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

**C. PHASE II – ENGINEERING DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**

The design shall include all the work involved for providing documents, plans, specifications, and estimates for implementing the Project. The design shall conform to requirements of the City of Victorville, Caltrans standard plans (latest version), and CAMUTCD (latest version).

**1. Improvement Plan Preparation**

One (1) plan shall be prepared for each signalized intersection separately. The traffic signal plans shall be in accordance with the current City of Victorville standard plans or standards approved by the City Engineer. Existing utilities shall be indicated in plan view. All plans shall be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block and shall consist of:

- a. Title Sheet – include title sheet per current City requirements.
- b. Detail Sheets – include typical sections and other details as required.
- c. Traffic Signal Plan – include traffic signal modifications for the selected five intersections. The traffic signal modification plans shall address the installation of the proposed poles, signal heads, street lighting and other relevant features of the traffic signal design. They may further include provisions of emergency vehicle pre-emption, protection of existing communication facilities, evaluation of the existing battery back-up system in the service pedestal, pedestrian countdown heads, and any other improvements necessary for the new traffic signal and/or traffic signal modification as directed by the City. The plans shall show lane dimensions, signal pole and push button pole placements, controller and power meter cabinet placements, conduit runs and hand holes or pull box placements, lane channelization, circuitry and conductor schedules, phase schedules, schedules for signal heads, emergency vehicle pre-emption details, and all other notes, schedules, details and/or drawing components required for complete traffic signal construction/modification plans.

At a minimum, the scope of work for each signalized intersection modification will include:

**Seventh Street at Lorene Drive**

- a. New primary signal poles and mast arms in the East-West direction, including new IISNS,
- b. Upgrade video detection system to include bicycle detection,
- c. Upgrade pedestrian push button system to "I" Navigator Accessible Pedestrian System,
- d. Upgrade existing HPSV Luminaires to LED,
- e. Upgrade/retrofit IISNS to LED,
- f. Upgrade pull boxes to #6 pull boxes,
- g. New 3" PVC conduit crossing across Seventh St,
- h. Replace all wire at intersection,
- i. ADA compliant curb ramp at the NW corner of the intersection; and

- j. Re-configure pedestrian crosswalks to remove the Southern crosswalk in the East-West direction.

**Seventh Street at Victor Street**

- a. New primary signal poles and mast arms in the East-West direction, including new IISNS,
- b. Upgrade video detection system to include bicycle detection,
- c. Upgrade pedestrian push button system to "I" Navigator Accessible Pedestrian System,
- d. Upgrade existing HPSV Luminaires to LED,
- e. Upgrade/retrofit IISNS to LED,
- f. Upgrade pull boxes to #6 pull boxes,
- g. Replace all wire at intersection,
- h. New SCE service pedestal with photocell; and
- i. Re-configure pedestrian crosswalks to remove the Southern crosswalk in the East-West direction.

**Seventh Street at Mojave Drive**

- a. New primary signal poles and mast arms in the East-West direction, including new IISNS,
- b. Upgrade video detection system to include bicycle detection,
- c. Upgrade pedestrian push button system to "I" Navigator Accessible Pedestrian System,
- d. Upgrade existing HPSV Luminaires to LED,
- e. Upgrade/retrofit IISNS to LED,
- f. Upgrade pull boxes to #6 pull boxes,
- g. Replace all wire at intersection; and
- h. New SCE service pedestal with photocell

**Seventh Street at Forrest Ave**

- a. New primary signal poles and mast arms in the East-West direction, including new IISNS
- b. New video detection system to include bicycle detection,
- c. Upgrade pedestrian push button system to "I" Navigator Accessible Pedestrian System,
- d. Upgrade street name signs to LED IISNS,
- e. Upgrade pull boxes to #6 pull boxes,
- f. New primary signal pole at NE corner to accommodate NB left turn phase,
- g. Reconfigure intersection to include dedicated left turn phases in North-South direction,
- h. Replace all wire at intersection,
- i. Bulb-out at the NW corner of the intersection to allow for signal improvements; and
- j. ADA compliant curb ramps at the NW, NE, and SE corner of the intersection.

**Seventh Street at B Street**

- a. New primary signal poles and mast arms in the East-West direction, including new IISNS,
- b. New video detection system to include bicycle detection,
- c. Upgrade pedestrian push button system to "I" Navigator Accessible Pedestrian System,
- d. Upgrade existing HPSV Luminaires to LED,
- e. Upgrade street name signs to LED IISNS,
- f. Upgrade pull boxes to #6 pull boxes,
- g. New 3" PVC conduit crossing across Seventh St,
- h. Replace all wire at intersection,
- i. ADA compliant curb ramp at the NW corner of the intersection; and
- j. Re-configure pedestrian crosswalks to remove the Southern crosswalk in the East-West direction.



## 2. Deliverables

The design deliverables shall include, but not be limited to: Providing Improvement Plans ink on Mylar ready for advertising and bidding, along with Specifications (including appendices), and a complete Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal Americans with Disabilities Act (ADA) and State Title 24 requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the preconstruction meeting. The Plans, Specifications, and Estimate must conform to City of Victorville standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for traffic signal and roadway improvements (nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; existing improvements; power poles; driveway approaches; water services; sewer manholes and water valves; pedestrian ramps; curb returns; traffic stripes and thermoplastic legends; signs; traffic signals; video detection; details of private improvements to be reconstructed (if any), or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project. 15

- a. All drawings shall be prepared with AutoCAD software or design software that is compatible with the AutoCAD software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. The originals and the electronic data of these drawings are to be considered property of the City at all times, and shall be submitted to the City, along with a USB Flash Drive in AutoCAD format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.
- b. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word. The City will be responsible for compiling the Project Bid Package. The Consultant will provide a write up for the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction of the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for traffic signals, striping, and traffic signing. Caltrans Standard Specifications will be used for the traffic signals, striping, and signing.

## 3. Submittals to City, Agencies, Utilities, Etc.

- a. The Consultant shall submit pdf copies of the design drawings with each submittal for checking by the City. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Submittals shall be 35% Conceptual, 65%, 100%, and final.



- b. The Consultant shall submit a pdf of quantity calculations with each submittal for checking by the City.
- c. The Consultant shall submit a pdf file of the contract documents with each submittal for checking by the City. A USB Flash Drive in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- d. The City shall receive a copy of all correspondence, transmittals, submittals, and letters sent to utilities and agencies regarding the project.
- e. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

#### **4. Final Estimate of Quantities and Costs**

The Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by the Consultant and approved by the City.

- a. The estimated items of work with quantities shall include but not be limited to: itemizing all removals, relocations, traffic signal equipment, traffic signal wiring, survey monument wells, pavement legends & striping, signs, traffic control, raised pavement markers, and project signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs.
- b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.
- c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

#### **5. Reproduction of the Design Drawings and Contract Documents**

The City will have digital copies of the design drawings and Contract Specifications reproduced for bidding purposes.

#### **6. Questions During Bidding And Pre-Construction Meeting**

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

### **D. PHASE III – CONSTRUCTION SUPPORT**

#### **1. Pre-Construction Meeting**

The Consultant shall attend the Pre-construction Meeting and answer questions regarding the Technical Provisions and the design drawings during the meeting.

#### **2. Construction**

- a. Questions During Construction: The Consultant shall be available to review design change request and assist the City in issuing Contract Change Orders. A line item shall be included in the proposal for design change request during construction. The Consultant shall be

available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders regarding omissions or conflicts in the design.

- b. Preparation of As-Built Drawings: The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. A line item shall be included in the proposal for as-built drawings.

### **3. PROJECT SCHEDULE**

The anticipated start date of this contract will be February 2022. A detailed schedule will be required from the successful proposer. Final design documents are expected within 4 months of the Notice to Proceed for this project.

### **4. RIGHT OF WAY**

Should it be necessary to collect field data for completion of the plan, all work shall be performed within the City right of way. A no-fee right of way permit will be required to be obtained prior to any work being performed within the City right of way.

### **5. PROJECT PERSONNEL**

The Consultant shall provide project personnel who demonstrate competency and understanding of the tasks to be performed. The Consultant shall be a licensed engineer in the State of California and its staff shall have previous experience in preparing traffic signal plans and modifications in which the plan was prepared by the consultant and adopted by a local agency. Sub-consultants, if required, shall have previous experience completing the tasks being performed by the sub-consultant.

### **6. EXTRA WORK**

Extra work is new or unforeseen work performed by the Consultant when the City determines that it is not covered by the Scope of Work. No extra work is authorized without written approval from the City. The Consultant shall immediately submit an RFI to the City requesting authorization to perform any extra work.

### **7. MONTHLY PROGRESS REPORT AND INVOICE**

The Consultant shall submit a monthly invoice which shall be accompanied by a progress report that summarizes the work completed within the period. The Consultant can only invoice for costs actually incurred before invoicing the City. All work shall be billed per the agreed unit prices set forth in the Cost Proposal.

### **8. PROJECT BUDGET**

The City currently has a budget of \$680,500 for completion of this project.

### **9. PROJECT RECORDS AND DOCUMENTS**

The Consultant is required to maintain all required records at its office for the duration of project and submit to the City copies upon request. All draft reports, final reports, or other documents shall be typed and wet signed by author. Handwritten documents will not be accepted. The City, duly authorized representatives and other jurisdictional agencies shall have access to any documents, books, papers, and records of the consultant (which are directly pertinent to this project) for the purpose of making an audit, examination, excerpts, and transcriptions. The City will be the owner of all original documents, and digital information. All digital and/or computer-generated drawings shall be the property of the City and one (1) original copy shall be submitted to the City.

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**SECTION D FORMS**

**SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following proposal for work outlined in the Technical Provisions and Scope entitled “**SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**”. All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the request for proposal document:

**Envelope # 1 – Technical Proposal**

- Statement of Qualifications
- Submission Certification
- Proposer Identification
- Customer Reference
- Worker’s Compensation Certification
- Signature Authorization
- Non-Collusion Declaration
- Exception Form
- Additional Information
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Addenda (if any)
- Exhibit 10-Q: Disclosure of Lobbying Activities
- Disclosure of Potential Conflict of Interest Form

**Envelope # 2 – Cost Proposal Forms (in separate sealed envelope)**

- Exhibit 10-H: Sample Cost Proposal
- Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist
- Exhibit 10-K: Consultant Certification of Contract Costs & Financial Management System

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my cost proposal.

---

Company Name

---

Authorized Signature

---

Date

---

Printed Name and Title

---

Telephone Number

RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065

**PROPOSER IDENTIFICATION**

1. Legal name of Proposer: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business: \_\_\_\_\_  
 Sole Proprietor    Partnership    Corporation   Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Proposer's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Contractors License number and expiration date.  
Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_
10. Federal Tax Identification Number: \_\_\_\_\_
11. Proposer's Project Manager: \_\_\_\_\_
12. Name and Title of Authorized to sign Legal Document: \_\_\_\_\_  
\_\_\_\_\_

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

**LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS WITH SIMILAR PROJECT**

1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	<b>Contact Email:</b>	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	<b>Contact Email:</b>	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	<b>Contact Email:</b>	

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**WORKERS' COMPENSATION CERTIFICATE**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

---

Signature

---

Company Name

---

Printed Name

---

Business License Number

---

Title

---

Date

RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065

**SIGNATURE AUTHORIZATION**

Contractor/Bidder: \_\_\_\_\_

A. I hereby certify that I have the authority to offer this proposal/bid to City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

- An Individual
- A Partnership, Partners' names: \_\_\_\_\_
- A Company
- A Corporation

2. My tax identification number is \_\_\_\_\_  
(For individuals, this number is usually the Social Security Number)

3.  I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4.  My business is owned by a minority whose ethnicity is: \_\_\_\_\_

My business is owned by a woman.

My business is owned by a disabled veteran.

My business is owned by a woman.



**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**NON-COLLUSION DECLARATION**

**TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bids are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

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Signature

Company Name

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Printed Name

Title

RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065

**EXCEPTIONS FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_ Exception Taken: \_\_\_\_\_

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**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (**e.g.**, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s/Bidder’s responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

**The Offeror/Bidder certifies that the foregoing is true and correct:**

CITY OF VICTORVILLE, CALIFORNIA

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Offeror/Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**RFP – SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

**SECTION E – LOCAL ASSISTANCE REQUIRED FORMS**

The following forms can also be found in fillable formats (PDF, Word, or Excel) at the following link:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

**Cost Proposal Forms**

- a. Exhibit 10-H: Sample Cost Proposal (Forms H1-H4)
- b. Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist
- c. Exhibit 10-K: Consultant Certification of Contract Costs & Financial Management System

**Certification and Conflict of interest Forms**

- d. Exhibit 10-Q Disclosure of Lobbying Activities
- e. Disclosure of Potential Conflicts of Interest Form for A&E

# **ATTACHMENT A**

## **SAMPLE CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**



**SAMPLE AGREEMENT ONLY AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS**

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
CONSULTANT COMPANY NAME  
FOR  
SEVENTH STREET TRAFFIC SIGNAL MODIFICATION, PROJECT CC22-065**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter “Agreement”), is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the “City”, and [CONSULTANT], [STATE FORM OF BUSINESS], hereinafter referred to as “Consultant.” City and Consultant are sometimes hereinafter referred to individually as a “Party” and collectively referred to as the “Parties.”

**RECITALS:**

**WHEREAS**, the City requires Consultant/Professional Services Provider Agreement for **PROJECT TITLE AND PROJECT # (the “Project); and**

**WHEREAS**, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **PROJECT TITLE and**

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. RECITALS(CHANGE AS APPLICABLE)**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

**Section 2. PROPOSAL**

Consultant shall provide to the City those services set forth in the **Proposal**, attached hereto as **Exhibit “A”**, and incorporated as part of this Agreement by this reference.

**Section 3.                    COMPENSATION**

The City shall pay to Consultant a sum not to exceed **SPELL OUT AMOUNT and 00/100 Dollars (\$000000)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in **Exhibit "A"**, below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

**Section 4.                    PROPOSAL (change as applicable)**

The City shall pay Consultant as provided in the Proposal, attached hereto as **Exhibit "A"**, and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "A"** notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

**Section 5.                    PREVAILING WAGES**

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815, as amended and applicable), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the State of California via the internet at [www.dir.ca.gov](http://www.dir.ca.gov). Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Agreement. Contractor shall be responsible for using correct and current prevailing wage rates.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term "ready-mixed" concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been

paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

c. **An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.**

**NOTE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

## **Section 6.                    TERM OF AGREEMENT**

This Agreement shall be for an Initial Term of **[NUMBER of MONTHS]**, commencing on **(COMMENCEMENT DATE)** (the "Commencement Date") and expiring on **(TERMINATION DATE)** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

**[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]**-- This Agreement may be extended for **ONE (1)** additional one-year period (hereinafter "Option Period"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

## **Section 7.                    INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

**Section 8.**

**REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING  
INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Proposal set forth in Exhibit A and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

**Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 10. LICENSES AND PERMITS**

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

**Section 11. STANDARD OF PERFORMANCE; WARRANTY**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **(DEPARTMENT HEAD AND TITLE)**, or his designee.

b. By executing this Agreement, Consultant warrants that it:

- (1) Has thoroughly investigated and considered the services and work to be performed;
- (2) Has investigated the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed;

and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

**Section 12. FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **(DEPARTMENT HEAD AND TITLE)**, or his designee.

**Section 13. CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or

indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

**Section 14.                  COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

**Section 15.                  COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

**Section 16.                  WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

**Section 17.                  PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**Section 18.                    ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

**Section 19.                    WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20.                    PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a.        Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b.        The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c.        Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d.        Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e.        The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

**Section 21.                    TERMINATION OR SUSPENSION**

a.        This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b.        This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written



notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

**Section 22.**                    **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**Section 23.**                    **INDEMNIFICATION**

a.        Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b.        The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1)       Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2)       In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c.        The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d.        The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

**Section 24.            REPORTS**

Upon request by **(DEPARTMENT HEAD AND TITLE), or** his designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

**Section 25.            RECORDS**

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **(DEPARTMENT HEAD AND TITLE), or** his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **(DEPARTMENT HEAD AND TITLE), or** his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **(DEPARTMENT HEAD AND TITLE), or** his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

**Section 26.            RESERVED**

**Section 27.            CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of to **(DEPARTMENT HEAD AND TITLE), or** his designee, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **(DEPARTMENT HEAD AND TITLE), or** his designee, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **(DEPARTMENT HEAD AND TITLE), or** his designee. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

**Section 28. PRINCIPAL REPRESENTATIVES**

a. **[SERVICE REPRESENTATIVE]**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **(DEPARTMENT HEAD AND TITLE)**, or his designee, shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

**Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **PROJECT TITLE**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

**Section 30. ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

**Section 31. AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.



of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36.                    ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37.                    CARE OF WORK**

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

**Section 38.                    CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 39.                    SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 40.                    GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 41.                    SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 42.                    GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 43.                    DEFAULT**

a.        Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b.        The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c.        Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d.        In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 44.                    CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 45.                    VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 48.                    REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

**Section 46.                    ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 47.                    EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

**Section 49. COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.**

**THE CITY OF VICTORVILLE**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

**(INSERT DEPT. HEAD NAME AND TITLE)  
(MAYOR NAME AND TITLE IF OVER \$50K)**

**(INSERT NAME & TITLE OF  
PERSON SIGNING ON BEHALF,  
OF CONSULTANT**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST (over 50K)**

By: \_\_\_\_\_

**Charlene Robinson,  
City Clerk**

Dated: \_\_\_\_\_

**THE CITY OF VICTORVILLE**

**APPROVED AS TO STANDARD FORM:**

By: \_\_\_\_\_

**Chuck Buquet,  
Risk Manager**

By: \_\_\_\_\_

**Andre de Bortnowsky,  
City Attorney**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_