



**Professional Engineering Services Request for Proposals
Emerald Drive Corridor Study – CIP 8298
Townsite Complete Street Plan
ATP Grant Applications**

December 12, 2017

REQUEST FOR PROPOSALS

The City of Vista is requesting proposals from qualified engineering firms to develop a comprehensive corridor study for Emerald Drive; devise a Complete Street plan for W. Los Angeles Drive/Townsite Drive; and put together four complete grant applications for Cycle 4 of the statewide Active Transportation Program. **Please note that the Emerald Drive and Townsite projects must be substantially complete by the anticipated mid-March ATP Cycle 4 call for projects announcement in order to allow for the submittal of grant applications by the ATP due date, likely in mid-May.**

PROJECT DESCRIPTION AND SCOPE OF WORK

Attachment 'A' contains detailed scopes of work for the three projects.

ENGINEER'S ESTIMATE

The cost for the projects shall not exceed the following:

- Emerald Drive Corridor Study – CIP 8298: \$39,900
- Townsite Complete Street Plan: \$15,000
- Four ATP Grant Applications: \$20,000

PROPOSAL REQUIREMENTS AND SUBMITTAL DEADLINE

Please submit one proposal for the three projects as only one contract will be awarded to the successful Consultant. All sections of the proposal may be combined for the three projects with the exception of the Scope of Work, Proposed Fee and Schedule Sections. Submitted proposals are, at a minimum, to include the following elements:

1. Statement of qualifications to include a synopsis of qualifications; a list of similar contracts; a brief description and time period of the services; and at least one reference for each contract.
2. Scope of work for each project.
3. Approach, methodology or work plan to be used to accomplish the scope of work.
4. Staffing structure for the projects and resumes for key staff (include subconsultants).
5. Project schedule for each project with the timeline for each task and sub-task based on the scope of work. **Please note that the Emerald Drive and Townsite projects must be substantially complete by the anticipated mid-March ATP Cycle 4 call for projects announcement to allow for the submittal of grant applications by the ATP due date, likely in mid-May**
6. Proposed fee schedule for each project. The fee schedule is to list the staff and cost for each task and sub-task.



7. One hard copy of a similar project recently completed by the Consultant. The sample may be of a corridor study, a Complete Street Plan, a Safe Routes to School Plan or a similar type of planning effort with tasks substantially similar to the tasks detailed in the scopes of work for the Emerald Drive or the Townsite projects below.

Submitted proposals are to be signed by an individual with power to bind the Consultant. Please submit three hard copies and e-mail a PDF file of the proposal. All submittals must be received in the Engineering Department by **5 PM on Tuesday, January 2, 2018.**

CONSULTANT SELECTION CRITERIA

One engineering firm will be selected in accordance with Vista Municipal Code Section 3.08.060B to complete the three projects as detailed in the minimum Scope of Work (Attachment 'A') under one contract. The selected consultant will be asked to negotiate a scope and fee for the projects to ensure the proper delivery of the services required at a reasonable cost. If agreement is not reached, negotiations will be formally terminated and the City will proceed to negotiate with the next most qualified consultant. Attachment 'B' is a sample agreement for professional consultant services that the City will require the selected consultant to execute. The following criteria will be used in evaluating consultant proposals:

1. Inclusion of all proposal elements listed above (5 points)
2. Understanding of the work to be done based on the proposed work plan and scope of work (25 points)
3. Experience and expertise of the firm and subconsultants in completing similar work (20 points)
4. Consultant's familiarity with City requirements for quality of work and adherence to schedule as evidenced by the City's prior experience with the Consultant (10 points)
5. Consultant's quality of work as evidenced by sample work product submitted with the proposal (10 points)
6. Experience and expertise of project team members in the work to be done (20 points)
7. Total cost of service (10 points)

If you have any questions, please contact me.

Sincerely,

Husam Y. Hasenin

Husam Hasenin, P.E., T.E.
Principal Engineer
760.726.1340, x-1383
hhasenin@cityofvista.com

Attachments: A: Scope of Work
B: Sample Professional Services Agreement



Attachment 'A' Scope of Work

The scope of work is to include, at a minimum, the following tasks. Emerald Drive and Townsite projects, each is to have its own separate, bound final report.

EMERALD DRIVE CORRIDOR STUDY

Emerald Drive serves as a significant connection between the SR-78 and parts of Vista, Oceanside and beyond. However, the segment of Emerald Drive between West Drive and Olive Avenue (Corridor) is primarily abutted by residential land uses and experiences issues such as speeding and crashes. There have been fatal crashes and the residents have long complained about traffic safety along this segment. The City aims to determine the function that the Corridor will serve and the form it will take to serve this function as a result of the Study. Therefore, the Consultant will develop at least three alternatives with varying number of lanes, intersection controls and pedestrian and bicycle facilities. Out of the alternatives, one preferred alternative will be determined that best addresses the traffic safety and resident issues while balancing motor vehicle mobility and accounting for future needs. Below is a detailed in the scope of work.

Task 1 – Review Existing Documents

Review any relevant existing documents such as:

- a. As-built plans
- b. Vista General Plan
- c. ADT traffic volumes and turning movement counts
- d. Speed data
- e. Crash data

Task 2 – Carry out Project Initiation, Management and Coordination

- a. Schedule and hold an initial meeting with City staff and subconsultants (if necessary) to discuss the approach to the project, scope of work, schedule, obtain specific knowledge from City staff about the Corridor and address any questions or requests for information from the Consultant or subconsultants.
- b. Coordinate the day to day activities on the project and manage all subconsultants and coordinate their activities.
- c. Hold up to four meetings with City staff to discuss progress, results of field review, operations analysis, public workshops, and drafts of the various sections of the Study as they are prepared. These meetings may be combined with meetings for the two other projects.
- d. Produce and distribute meeting minutes.
- e. Maintain open and regular communications with City staff and subconsultants.

Deliverable:

Meetings; meeting minutes; and overall project management and coordination.



Task 3 – Conduct Field Review, Document Existing Conditions and Collect Data

- a. Collect any data needed to complete the Study including, but not limited to, ADT traffic volume counts, turning movement counts, speed data, etc. The City has data on many street intersections and segments and will provide any data requested by the consultant, if available.
- b. The City will provide collision data from the City’s database for the date range and locations requested by the consultant.
- c. Gather existing information on the Corridor such as street widths, striping, signage, curb and pavement markings, crosswalks, intersection controls, bicycle facilities, street lights, etc. Much of this information may be obtained from aerial photography and verified in the field.

Deliverable:

Data collection and appendix in the final report documenting all data collected and all existing data used. Include figures and tables as needed.

Task 4 – Review the Existing Operations Along the Corridor

Develop a thorough understanding of the Corridor’s physical conditions; environment; land uses; traffic safety; and traffic, pedestrian and bicycling operations through existing document check, field observations and analysis of volume, speed and crash data. This may include analyzing segment LOS under existing conditions. The Consultant shall also determine the prevalent traffic patterns using the Corridor (i.e. in general, where traffic is coming from and where it is going).

Deliverable:

Chapter/section in the final report documenting a thorough understanding of the Corridor along with maps, figures and tables.

Task 5 – Organize and Conduct a First Public Workshop

- a. Coordinate and organize an initial public workshop to include the affected residents and businesses.
- b. Develop English and Spanish language flyers to promote public workshop.
- c. Conduct a public workshop at the Civic Center to hear directly from residents about issues, challenges, opportunities, ideas, solutions, concepts and any other information the participants may have.
- d. Provide English and Spanish speaking staff at the workshop.
- e. Document the name of attendees, date and time and all information and input received.

Deliverable:

Chapter/section and appendix in the final report:

- a. Summary of the public workshop.
- b. Presenting and discussing an organized and prioritized summary of the information and input (issues) received.
- c. Discussion of the issues and the feasibility of the ideas and solutions received.
- d. Attendance roster in the appendix.

Task 6 – Develop Alternatives

Based on the Consultant’s understanding of the Corridor operations and environment combined with public workshop input and considering future needs, develop at least three alternatives for what the Corridor should look like. The alternatives are to be comprehensive and include provisions for all transportation elements such as motor vehicle traffic, pedestrians, bicycles, intersection controls,



traffic safety, etc. The alternatives may range from a four lane major road to a calmed Complete Street. Roundabouts are to be considered in at least one of the alternatives.

Deliverable:

Chapter/section in the final report documenting and discussing at least three alternatives. The discussion is to include conceptual graphics and cost estimates for the alternatives.

Task 7 – Organize and Conduct a Second Public Workshop

- a. Coordinate and organize a second public workshop to include the affected residents and businesses.
- b. Develop English and Spanish language flyers to promote the workshop.
- c. Conduct a public workshop at the Civic Center to present the alternatives and have the participants prioritize them.
- d. Provide English and Spanish speaking staff at the workshop.
- e. Document the name of attendees, date and time and all information and input received at the workshop from the participants

Deliverable:

Chapter/section and appendix in the final report to include:

- a. Summary of the public workshop.
- b. Organized and prioritized summary of the information and input received at the workshop.
- c. Attendance roster in the appendix.

Task 8 – Refine the Proposed Alternatives

Based on the input received at the second public workshop and in consultation with City staff, refine the proposed alternatives, if needed.

Deliverable:

Chapter/section in the final report to include:

- a. Discussion of input from second public workshop.
- b. Summary of changes to the proposed alternatives, if any.
- c. Updated graphics and cost estimates, if needed.

Task 9 – Preferred Alternative

Based on the Consultant's understanding of the Corridor and its future needs, traffic operations and safety and public input, develop criteria by which to evaluate the alternatives. Rank the alternatives according to the developed criteria.

Deliverable:

Chapter/section in the final report to include:

- a. Alternative evaluation criteria and explanation of each.
- b. Evaluation of the alternatives.
- c. Ranking of the alternatives.
- d. Recommended preferred alternative.



Task 10 – Chapter/section Submittals

For efficiency and speed and to meet the project schedule, submit by e-mail drafts of the various chapters/sections for review by the City once each chapter/section is drafted. Immediately update each chapter/section upon receipt of City comments and finalize at the direction of the City. Allow for at least two iterations of comments by the City and updates by the Consultant.

Deliverable:

- a. E-mail submittals of each draft chapter/section once it is completed.
- b. Updated and finalize chapters/sections immediately after receiving City comments.

Task 11 – Develop the Final Report

Develop a final report composed of the deliverables detailed above.

Deliverable:

- a. Ten color, bound hard copies of the final report.
- b. An electronic PDF file of the final report.

Task 12 – Conduct Quality Control and Quality Assurance

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby all project documents are independently checked, corrected and back checked prior to submittal to the City. The Consultant is to maintain neat and organized project files.

Deliverable:

Quality control and quality assurance evidenced in the quality of all plans and documents submitted to the City

TOWNSITE COMPLETE STREET PLAN

The streets involved in this project consist of W. Los Angeles Drive between North Drive and N. Santa Fe Avenue; Townsite Drive between N. Santa Fe Avenue and E. Vista Way; and N. Santa Fe Avenue between California Avenue and Bobier Drive. These three street segments will be termed Plan area in the scope of work below.

The County of San Diego's Live Well San Diego staff created the Healthy Cities Healthy Residents (HCHR) project. The main objective of the project is to create a more pedestrian and bicycle friendly environment and to facilitate access to healthy foods through what HCHR terms as policy, systems and environmental (PSE) change. The County awarded three grants for the HCHR project in March 2017, one of which went to the Vista Community Clinic (VCC). VCC staff is holding regular HCHR meetings, where residents attend. The groups identified walking in Townsite as a top priority.

Therefore, the Consultant will conduct a study to thoroughly understand the pedestrian network in the Plan area, identify deficiencies and engage residents through the VCC to develop conceptual solutions as detailed in the scope of work below.

The solutions shall be in the form of a Complete Street Plan, as defined by the State and the City, for the W. Los Angeles Drive and Townsite Drive portion of the Plan area. In addition to pedestrian and bicycle infrastructure improvements, the solutions are to include traffic calming measures,



roundabouts and other intersection controls. Solutions on N. Santa Fe Avenue will likely be in the form of improving existing pedestrian crossings and proposing additional crossings.

Task 1 – Review Existing Documents

Review any relevant existing documents such as:

- a. As-built plans
- b. Vista General Plan
- c. ADT traffic volumes and turning movement counts
- d. Speed data
- e. Crash data

Task 2 – Carry out Project Initiation, Management and Coordination

- a. Schedule and hold an initial meeting with City staff and subconsultants (if necessary) to discuss the approach to the project, scope of work, schedule, obtain specific knowledge from City staff about the Plan area and address any questions or requests for information from the Consultant or subconsultants.
- b. Coordinate the day to day activities on the project and manage all subconsultants and coordinate their activities.
- c. Hold up to four meetings with City staff to discuss progress, results of field review, public workshops, and drafts of the various sections of the Plan as they are prepared. These meetings may be combined with meetings for the two other projects.
- d. Produce and distribute meeting minutes.
- e. Maintain open and regular communications with City staff and subconsultants.

Deliverable:

Meetings; meeting minutes; and overall project management and coordination

Task 3 – Collect Data and Document Existing Conditions

- a. Collect any data needed to complete the Plan including, but not limited to, ADT traffic volume counts, turning movement counts, speed data, etc. The City has data on many street intersections and segments and will provide any data requested by the consultant, if available.
- b. The City will provide collision data from the City's database for the date range and locations requested by the consultant.
- c. Gather existing information in the Plan area such as street widths, striping, signage, curb and pavement markings, crosswalks, intersection controls, bicycle facilities, street lights, etc. Much of this information may be obtained from aerial photography and verified in the field.

Deliverable:

Data collection and appendix in the final report documenting all data collected and all existing data used. Include figures and tables as needed.

Task 4 – Review the Existing Operations and Infrastructure Deficiencies in the Plan Area

- a. Develop a thorough understanding of the Plan area's physical conditions; environment; land uses; traffic safety; and traffic, pedestrian and bicycling operations through existing document check, field observations, meeting with VCC HCHR project staff, and analysis of volume, speed and crash data.
- b. Determine the prevalent pedestrian patterns in the Plan area.



- c. Conduct an inventory of deficiencies in the walking and biking infrastructure. The infrastructure to be surveyed includes, but is not limited to, sidewalks, curb ramps, intersection controls, traffic signal timings, bicycle facilities, speeding traffic, pedestrian crossings (formal and informal), signage, markings and striping. This information, along with information from City staff; review of existing operations; and public workshop input will be used to document and discuss the deficiencies, issues, barriers and complaints in the Plan area.

Deliverable:

Chapter/section in the final report:

- a. Documenting a thorough understanding of the Plan area along with maps, figures and tables.
- b. Documenting the deficiencies, issues and barriers. The deficiencies, issues, barriers are to be presented in an organized and prioritized manner.
- c. Any information related to the infrastructure inventory that may be better presented in an appendix

Task 5 – Organize and Conduct a First Public Workshop

- a. Coordinate with the VCC HCHR project staff and organize a public workshop at the Civic Center.
- b. Develop English and Spanish language flyers to promote the workshop.
- c. Conduct a public workshop to hear directly from residents about walking and biking issues, challenges, opportunities, ideas, solutions, concepts and any other information the participants may have.
- d. Provide English and Spanish speaking staff at the workshop.
- e. Document the name of attendees, date and time and all information and input received.

Deliverable:

Chapter/section and appendix in the final report:

- a. Summary of the public workshop.
- b. Presenting and discussing an organized and prioritized summary of the information and input (issues) received.
- c. Discussion of the issues and the feasibility of the ideas and solutions received.
- d. Attendance roster in the appendix.

Task 6 – Develop Solutions to Address the Identified issues

Develop solutions to all the identified infrastructure deficiencies, issues, barriers and complaints. The solutions shall be in the form of a Complete Street Plan, as defined by the State and the City, for the W. Los Angeles Drive and Townsite Drive portion of the Plan area. In addition to pedestrian and bicycle infrastructure improvements, the solutions are to include traffic calming measures, roundabouts and other intersection controls. Solutions on N. Santa Fe Avenue will likely be in the form of improving existing pedestrian crossings and proposing additional crossings.

Deliverable:

Chapter/section in the final report documenting and discussing the Complete Street Plan for W. Los Angeles Drive and Townsite Drive and the solutions for N. Santa Fe Avenue. The discussion is to include conceptual graphics and cost estimates. A phasing plan with distinct graphics and cost estimates may be warranted depending on the magnitude of the proposed solutions.



Task 7 – Organize and Conduct a Second Public Workshop

- a. Coordinate with the VCC HCHR staff and organize a second public workshop at the Civic Center.
- b. Develop English and Spanish language flyers to promote the workshop.
- c. Conduct a workshop to present the proposed solutions to participants.
- d. Provide English and Spanish speaking staff at the workshop.
- e. Document the name of attendees, date and time and all information and input received.

Deliverable:

Chapter/section and appendix in the final report to include:

- a. Summary of the public workshop.
- b. Organized summary of the information and input received at the workshop.
- c. Attendance roster in the appendix.

Task 8 – Refine the Proposed Solutions

Based on the input received at the second public workshop and in consultation with City staff, refine the Complete Street Plan for W. Los Angeles Drive and Townsite Drive and the solutions for N. Santa Fe Avenue, if needed.

Deliverable:

Chapter/section in the final report to include:

- a. Discussion of input from second public workshop.
- b. Summary of changes to the proposed solutions, if any.
- c. Updated graphics and cost estimates, if needed.

Task 9 – Chapter/section Submittals

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Deliverable:

Quality control and quality assurance evidenced in the quality of all plans and documents submitted to the City.

ACTIVE TRANSPORTATION PROGRAM CYCLE 4 GRANT APPLICATIONS

The announcement of the call for projects for the ATP Cycle 4 is anticipated in mid-March 2018 with a likely due date, in mid-May. The Consultant will develop and submit complete ATP grant applications for the following four infrastructure projects. The applications for each project are to include all the documents and analysis required in the formal ATP Cycle 4 requirements. The applications are to also be developed to thoroughly address all criteria detailed in the formal ATP Cycle 4 guidelines and clearly demonstrate that the project meets the program goals and objectives. The scope also includes developing all required maps, figures, drawings and cost estimates.

- 1. Emerald Drive Corridor Improvements:** this project scope will be based on the preferred alternative or a portion of the preferred alternative developed under the Emerald Drive Corridor Study in this RFP.
- 2. Townsite Complete Street Plan:** this project scope will be based on the proposed solutions or a portion of the proposed solutions developed under the Townsite Complete Street Plan in this RFP.
- 3. Beaumont Elementary School Mobility Improvements:** this project scope will be based on the proposed solutions or a portion of the proposed solutions (mostly sidewalks) developed under the Vista Master Safe Routes to School Plan available at the link below.

<ftp://ftp.cityofvista.com/Vista%20SRTS/>

- 4. Rancho Minerva Middle School Mobility Improvements:** this project scope will be based on the proposed solutions or a portion of the proposed solutions (mostly sidewalks) developed under the Vista Master Safe Routes to School Plan available at the link below.

<ftp://ftp.cityofvista.com/Vista%20SRTS/>

CONTRACT FOR PROFESSIONAL SERVICES
TYPE OF SERVICES

THIS “CONTRACT” is entered into by and between the “**Parties**” as of _____ (“**Contract Date**”).

1.0 THE “PARTIES”

The “**City**”:

CITY OF VISTA, a chartered municipal corporation
200 Civic Center Drive
Vista, CA 92084

Working Contact: [workingname](#)
Billing Contact: [billingname](#)

The “**Contractor**”

[NAMEX](#), statusx
[Address1](#)
[Address2](#)

Contact: [contactname](#)

2.0 BASIC TERMS

2.1 The “**Services**” to be performed by Contractor are set forth in the Request for Proposals attached as **Exhibit A**.

2.2 The “**Required License**” for the Services is: [type](#).

2.3 Contractor, an entity holding the Required License, desires to enter into this “**Contract**” with City for the Services.

2.4 The “**Project**” for which the Services are required is described in **Exhibit A**.

2.5 Contractor has submitted to City a Proposal to perform the Services dated [proposaldate](#) (“**Exhibit B**”).

2.6 The “**Contract Ceiling Price**” is: [pricex](#)

2.7 Any references in **Exhibit A** or **Exhibit B** to “Consultant” shall mean Contractor for the purposes of this Contract.

3.0 CONTRACT TERM

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for [xx](#) calendar months (“**Term**”) from the Contract Date. [The Term may be extended at the City’s option for an additional yy months, in increments of City’s choice, for a maximum Term of zz months from the Contract Date.](#)

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor’s possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

4.0 SCOPE

Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, and supplies, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with **Exhibit A** and **Exhibit B**. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

5.0 COMPENSATION

5.1 City shall pay Contractor for the Services to be performed as set forth in **Exhibit B**.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

5.4 Contract Ceiling Price

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

6.0 CONTRACT DOCUMENTS

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under **Exhibits A–E**.

7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

8.0 STANDARD OF PERFORMANCE

8.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

8.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

9.0 CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES

9.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

9.2 Contractor represents and warrants that all professional services required under this Contract shall be provided by a person or persons duly licensed by the State of California to provide those types of services.

9.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

9.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

9.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal

or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

9.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

10.0 CIVIL RIGHTS

10.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

10.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

10.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

10.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

10.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

10.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

10.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or

subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

11.0 CONTROL OF SERVICES

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

12.0 ASSIGNMENT AND SUBCONSULTING

12.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

12.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

13.0 LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

14.0 FINANCIAL RECORDS

14.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services

provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

14.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

15.0 OWNERSHIP OF DOCUMENTS

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

16.0 CONFIDENTIALITY

16.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

16.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

16.3 Contractor's obligations under this paragraph shall survive the termination of this Contract.

17.0 CONFLICT OF INTEREST REQUIREMENT

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed

regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

18.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

19.0 INDEMNIFICATION

Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

20.0 INSURANCE AND BONDS

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

21.0 SERVICE OF NOTICE

21.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

21.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

22.0 SPECIAL PROVISIONS

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

23.0 EXHIBITS

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

24.0 APPLICABLE LAW, VENUE

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

25.0 MODIFICATIONS

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

26.0 EXECUTION

IN WITNESS WHEREOF; the Parties hereto have executed this Contract as of the Contract Date.

“City”

“Contractor”

CITY OF VISTA, a chartered municipal corporation

NAMEX, statusx

By: _____
PATRICK JOHNSON, CITY MANAGER
JUDYRITTER, MAYOR

By: _____

Name/Title

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

By: _____

Name/Title

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: _____

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: _____

**EXHIBIT A
REQUEST FOR PROPOSALS**

**EXHIBIT B
CONTRACTOR'S PROPOSAL**

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4. **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

Claims Made Policies

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

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

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT E
SPECIAL PROVISIONS

This Contract is subject to the following provisions, if checked:

1. State of California grant conditions, as attached.
2. Federal grant conditions, as attached.
3. Other conditions, as attached.