

February 18, 2021

SUBJECT: Request for Proposals for Traffic Signal Design for the Bear Valley Parkway at Mary Lane Intersection

To Whom It May Concern:

The City of Escondido (“City”) is seeking a consultant to provide engineering services for a traffic signal modification project. The project involves traffic signal modification for the intersection of Bear Valley Parkway and Mary Lane (“Intersection”). Three copies of the consultant’s proposal are to be submitted **on or before 5 p.m. on Monday, March 22, 2021**, to the attention of Virpi Kuukka-Ruotsalainen, Associate Engineer, at the Engineering Services Department, 201 N Broadway, Escondido, CA 92025, or via email to vkukka@escondido.org.

PROJECT LOCATION AND INFORMATION

Bear Valley Parkway is one of the City’s main corridors and an access point to Interstate 15. There are several highly trafficked businesses, schools, parks, and residential developments located along the southern portion of Bear Valley Parkway as shown in Figure 1-A and Figure 1-B below. Traffic in and around the Intersection is particularly heavy during school peak periods.



Figure 1-A: Project location.

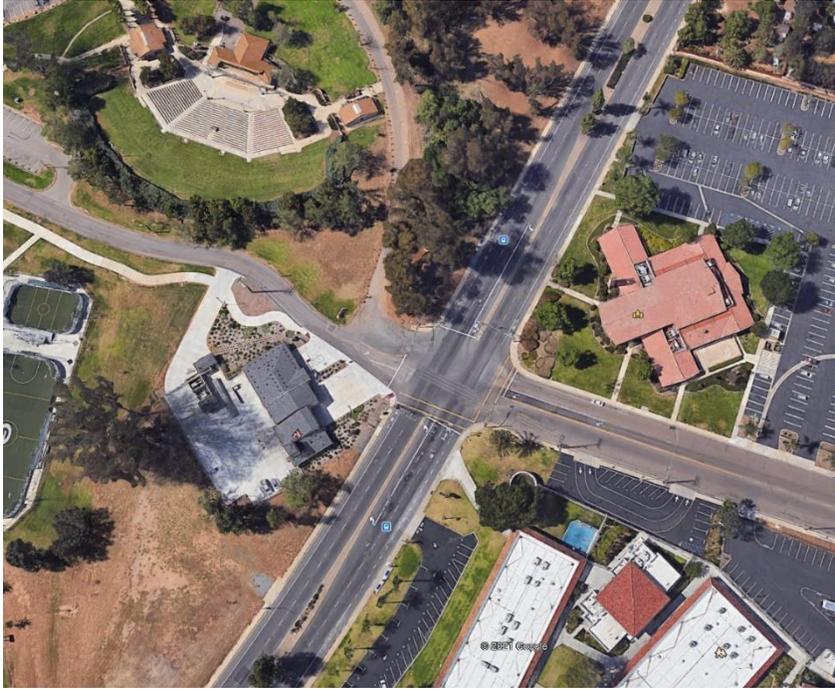


Figure 1-B: Project location.

In October 2019, the City’s Transportation and Community Safety Commission approved the 2020/2021 Traffic Signal Priority List (“TSPL”) and the Left Turn Priority List (“LTPL”) and recommended the TSPL and LTPL for City Council approval. In July 2020, City staff prepared recommendations for implementation of the TSPL and LTPL based on available funding. As the highest priority location on the LTPL, the Intersection was approved for design and funding with the cost estimate of \$355,000.

In 2018, a traffic signal timing study was completed to improve traffic flow by providing optimal timing plans for the Bear Valley Parkway Corridor. The Intersection was included in the signal timing project. Adjustments were made to allow more time for movements into and out of surrounding schools to reduce congestion.

In 2019, an engineering and traffic study was completed to update the City’s TSPL. The 2019 engineering and traffic study included an assessment of the appropriateness of adding protected left-turn phasing and ranking the top 10 priority locations.

In 2020, a detailed analysis was conducted to determine if Protected/Permissive Left Turn (“PPLT”) Phasing would be feasible at the Intersection. However, San Pasqual High School is located adjacent to the Intersection and the potential for vehicle-pedestrian conflicts is high. Therefore, PPLT Phasing was not recommended at any approach. In January 2020, the

Transportation and Community Safety Commission approved the staff recommendation not to proceed with the installation of PPLT Phasing at the Intersection.

With this project, protected left-turn phasing will be provided for the Eastbound and Westbound left-turn movements at the intersection of Bear Valley Parkway and Mary Lane. The consultant shall design signal modification plans for the Intersection and provide a signal timing plan. The consultant shall also design the new striping and signage as required.

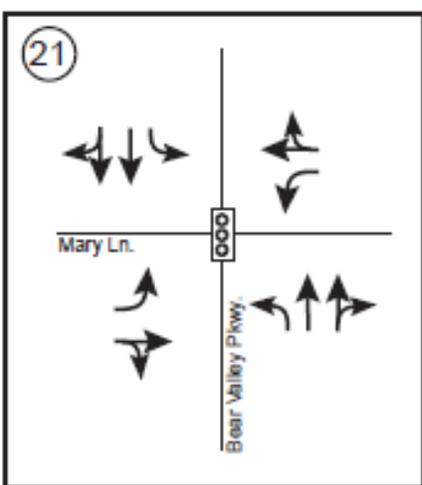


Figure 2: Existing geometry at the intersection of Bear Valley Parkway and Mary Lane.

The selected consultant shall prepare engineering design and shall enter into a Consultant Agreement with the City regarding the preparation of traffic signal modification design plans, specifications, and estimates. Design plans, specifications, and estimates prepared by the consultant pursuant to its agreement with the City will be incorporated into construction and bidding documents relating to the Intersection. A sample of the Consulting Agreement is attached to this Request for Proposals (“RFP”) as Exhibit 1 and incorporated by this reference.

It will be the consultant’s responsibility to evaluate and design Intersection improvements, including ramps, that are compliant with the Americans with Disabilities Act of 1990 (“ADA”). Consultant shall also review and confirm the existing Intersection layout in the field, compare the existing Intersection layout with the as-built condition, and design the relocation of any existing features to ensure that the Intersection is ADA-compliant in accordance with the most recent Caltrans Standard Plans and Specifications or as directed by the City Engineer and in compliance with the most recent California Manual on Uniform Traffic Control Devices. The consultant will also be responsible for preparing the necessary specifications and engineer’s estimates to accompany its traffic signal modification design.

SCOPE OF WORK

Engineering services for this project shall include the following tasks:

1. Traffic Signal Modification Plans – The consultant shall develop traffic signal modification plans, including phasing of all work with the replacement of mast arm poles, temporary wiring, installation of traffic signal interconnect, conduits, cables, cameras, LED luminaires and video detection. A photometric analysis may be required

for upgrading the traffic signal luminaires. Survey – The City will provide topographic survey results and base mapping in AutoCAD for the Intersection. The consultant shall be responsible to review the provided topographic survey and request additional survey information from the City if necessary.

2. Verification of Existing Traffic Signal and Lighting Equipment – The consultant shall verify existing traffic signal and lighting equipment at the Intersection (including signal vehicle heads, pedestrian heads, pull-boxes, conduit, pedestrian push-buttons, street name signs, controller cabinet and controller type, detection, street lighting) and roadway parameters (including geometry, striping/pavement/curb markings, signs and posted speeds).
3. Verification of ADA-compliance – The consultant shall review and confirm the existing features and ensure that the new design meets the current ADA requirements and design any improvements necessary to meet ADA..
4. Design Plans – The consultant shall develop a design signal modification plan for protected left-turns at the Intersection including (but not limited to):
 - a. Accessible Pedestrian Signals (“APS”) and countdown pedestrian signal heads for all pedestrian phases;
 - b. Emergency Vehicle Pre-emption (“EVP”) systems;
 - c. Traffic signal controller, cabinet, battery, and separate battery cabinet;
 - d. Proposed video/radar camera and indicate detection zones;
 - e. Safety lighting that meets all applicable and current standards;
 - f. Communication upgrades directed by the City, which could include wireless communication or fiber connection. ;
 - g. Poles and foundations;
 - h. Updated traffic signal conditions diagrams and construction drawings;
 - i. Updated general notes, construction notes, phase diagrams, pole and equipment schedule, conduit and conductor schedule, pole location detail, and other signal plan elements;
 - j. All existing and proposed signing, striping, and pavement and curb markings within 100 feet from the Intersection or as necessary to provide appropriate turn pocket lengths and transitions;
 - k. Mast arm signage; and
 - l. Updated signal timing plans to reflect changes at the Intersection. Please note that the Intersection is a part of a coordinated corridor with Bus priority.
5. Project Estimate – The consultant shall identify appropriate bid items and quantities. Costs should be based on the historical cost index associated with the identified bid items.
6. Project specifications and bid documents will likely include the detailed project description, preparation of bid schedules, bid item descriptions, revising special provisions, technical specifications, and any specification detail sheets or standard plans. Technical specifications and special provisions shall be designed to conform to the City’s standard General Conditions and Bid forms.

7. Signing and Striping – The consultant shall develop plans to include removal of existing striping and installation of new striping for the project area. Pavement delineation should include transitional areas to join into existing lanes. Plans shall include provisions to remove and replace some existing signs with new and improved signs with new reflectivity requirements.
8. Produce 100% Design Plans (both paper and electronic copies).
9. Construction support, including submittal review and responding to requests for information.

All traffic signal modification plan elements should be presented per current guidelines. The consultant shall also ensure that the traffic signal modification plans comply with the City's Traffic Signal Design / Plan-Check Checklist available at the following link: <https://www.escondido.org/Data/Sites/1/media/PDFs/trafficengineering/TrafficSignalDesignChklstR2009.pdf>

The City shall provide the following information relating to the Intersection:

1. Record drawings;
2. Preliminary design and the cost estimate for signal modification at the Intersection;
3. Survey and base map data, including point of connection for the Intersection;
4. Existing conditions of the Intersection are attached to this RFP as Exhibit 2 and incorporated by this reference;
5. Turning movement counts for the Intersection are attached to this RFP as Exhibit 3 and incorporated by this reference; and
6. Critical cycle length analysis and proposed cycle length values are attached to this RFP as Exhibit 4 and incorporated by this reference.

SUBMITTALS

To be considered for this project, consultants must submit plans, specifications, and estimates ("PS&E"), including all necessary supporting documentation, to the City for review. All plan submittals other than the Final Submittal shall include three bound copies and an electronic PDF copy. The Final Submittal shall include one mylar set, an electronic PDF copy, and all electronic CADD files. At a minimum, the consultant should plan for the following plan check submittals:

1. 1st Review - Concept Review 30% (base sheet), with Preliminary cost estimate;
2. 2nd Review – 60% Complete Plans, Specs, and Probable cost Engineer's estimate;
3. 3rd Review – 90% Complete Plans, Specs, and Probable cost Engineer's estimate; and
4. Final Submittal – 100% Complete Plans, Specs, and Probable cost Engineer's estimate.

All approved plans will be provided to the City in 2016 AutoCAD release or higher format, as well as on "D" size mylar. Specification and bid documents will be provided in Microsoft Word for Windows format. The Engineer's estimate will be provided in Excel for Windows format.

SCHEDULE

It is anticipated that the selection of a consultant will occur soon after proposals are received and a Consulting Agreement will be executed. **Completion of the project should be no later than 20 weeks after receiving the executed Consulting Agreement.**

CONTENTS OF THE LETTER PROPOSAL

The proposal should be a maximum of 20-pages and should include, but not be limited to, the following:

1. Project Team - List roles and responsibilities of key team members;
2. Project Team Qualifications - List of similar projects that the proposed team members have worked on or completed in the past five years;
3. Scope of Work and Approach - Generally outline the scope of work to be included. Identify special methodology or equipment to be employed in this project;
4. Proposed Fee for Services - Provide a breakdown of the proposed fee with a total "not-to-exceed" fee for completing the project. Payment will be made based on time and materials expended within this "not-to-exceed" amount; and
5. Proposed Schedule - Provide information outlining the schedule for major project milestones.

SELECTION PROCESS

The timely submitted proposals will be evaluated based on the qualifications of the consultant, consultant's proposed project team, proposed schedule, and the value for the service provided. The selected consultant ("Consultant") will be required to execute the City's standard Consulting Agreement in substantially the same form as Exhibit 1 within 10 working days after the City's notice of selection.

The Consultant shall be paid at hourly rates with a not-to-exceed fee. The Consultant shall be a registered professional engineer in California, qualified to perform the services described in this RFP ("Services"). Consultant's license must be valid and in good standing at all times while providing the Services to the City. The Consultant shall use applicable City of Escondido Design Standards Manual, San Diego Regional Standards, Caltrans Standards, and California MUTCD as appropriate in completing the Services. The Consultant shall, prepare and submit hard copies and electronic copies of all deliverables, and mylars

of final drawings to the City for wet signature. The Consultant shall, upon acceptance of final documents by the City, submit AutoCAD, Word, and Excel files for each prepared document. The AutoCAD files shall be submitted in Release 2010 thru 2016/Word and Excel shall be 2016.

GENERAL

Exhibit 1 is a copy of the City's standard form of Consulting Services Agreement. Please take note of all the contract requirements including the insurance requirements detailed in Section 8.

Any questions regarding this RFP must be submitted to Virpi Kuukka-Ruotsalainen, Associate Engineer, at ykuukka@escondido.org.

Exhibit 1
Consulting Agreement Sample



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Virpi Kuukka-Ruotsalainen
760-839-4655
("CITY")

And: [Name]
[Entity Type: e.g., "a California corporation"]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[Telephone number]
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to prepare traffic signal modification plans;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of [\$Dollar Amount]. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior

written consent.

7. Insurance Requirements.

a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

- (1) *Commercial General Liability.* Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY’s Risk and Safety Division.
- (3) *Workers’ Compensation.* Worker’s Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT’s profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best’s rating of no less than A:-VII, or as approved by the CITY.
- (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/opri/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT

represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signators below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

[City Manager/Department Head/Designee Name/Title]

[CONSULTANT COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY
BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT “A”
Scope of Work

A. General

Company X, a California corporation (“Consultant”) will provide the City of Escondido, a California municipal corporation (“City”) with Traffic Signal Modification services.

B. Location

Consultant will provide services in the City of Escondido at the intersection of Bear Valley Parkway and Mary Lane (“Intersection”).

C. Services

Services include Traffic Signal Modification Plans for the intersection of Bear Valley Parkway and Mary Lane including:

- Verification of Existing Traffic Signal and Lighting Equipment
- Verification of ADA-compliance
- Design Plans
- Project Estimate: appropriate bid items and quantities, costs
- Project specifications and bid documents
- Signing and Striping
- 100% Design Plans, both paper and electronic copies

D. Scheduling

Work shall be performed in-between the hours of 7 a.m. and 5 p.m., Monday through Friday. Specific dates and hours of work shall be scheduled in advance by contacting Virpi Kuukka-Ruotsalainen at 760-839 4655 or via email at vkuukka@escondido.org.

E. Contract Price and Payment Terms

The contract price shall not exceed [\$Dollar Amount]. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

F. Term

The term of this Agreement shall be from the Effective Date of this Agreement until **August 1, 2021**.

Exhibit 2
Existing Conditions

Eastbound View of the intersection



Westbound View of the intersection



Exhibit 3
Turning Movement Counts

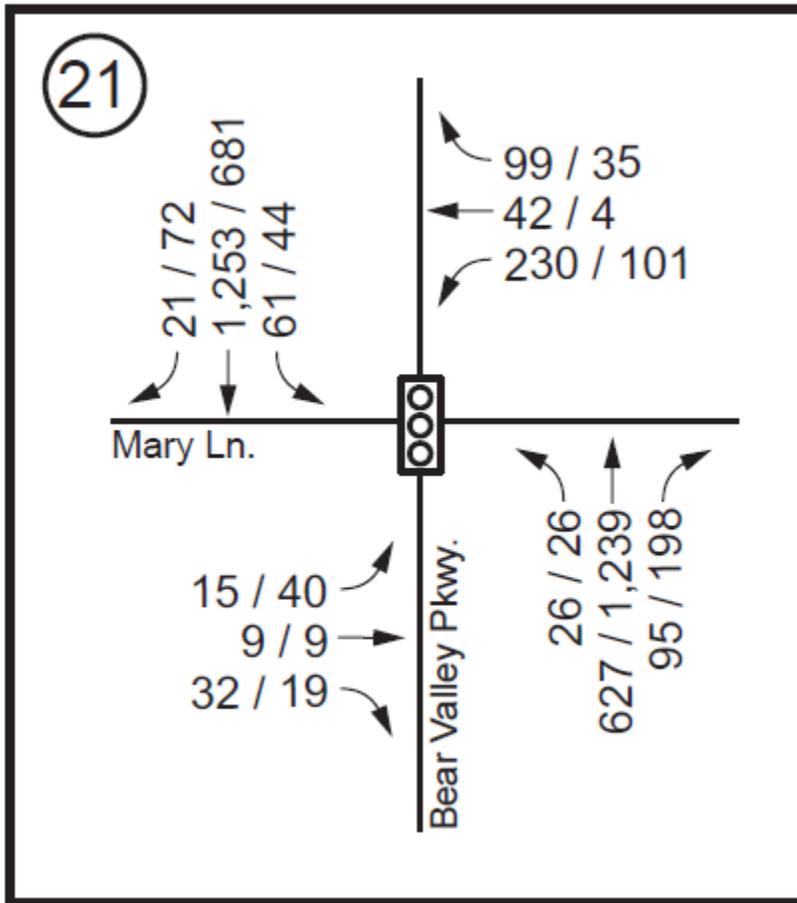


Exhibit 4 2017 Signal Timing Study – Final Conditions (2018)

City of Escondido - Signal Timing Study
 205: Bear Valley Parkway & Mary Lane

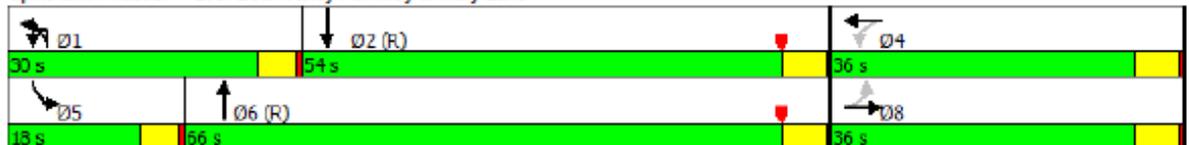
AM Peak
 Final Conditions

	↖	↓	↙	↘	↑	↗
Phase Number	1	2	4	5	6	8
Movement	NBL	SBT	WBTL	SBL	NBT	EBTL
Lead/Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	30	54	36	18	66	36
Maximum Split (%)	25.0%	45.0%	30.0%	15.0%	55.0%	30.0%
Minimum Split (s)	11	35	36	11	32	36
Yellow Time (s)	4	4.5	4.5	4	4.5	4.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5
Minimum Initial (s)	6	6	6	6	6	6
Vehicle Extension (s)	2.5	2.5	3	2.5	2.5	3
Minimum Gap (s)	2.5	2.5	2.5	2.5	2.5	2.5
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		8	8		8	8
Flash Dont Walk (s)		22	23		19	23
Dual Entry	No	No	Yes	No	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	59	89	23	59	77	23
End Time (s)	89	23	59	77	23	59
Yield/Force Off (s)	84.5	18	54	72.5	18	54
Yield/Force Off 170(s)	84.5	116	31	72.5	119	31
Local Start Time (s)	41	71	5	41	59	5
Local Yield (s)	66.5	0	36	54.5	0	36
Local Yield 170(s)	66.5	98	13	54.5	101	13

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	85
Offset: 18 (15%), Referenced to phase 2:SBT and 6:NBT, Start of Yellow	

Splits and Phases: 205: Bear Valley Parkway & Mary Lane



City of Escondido - Signal Timing Study
 205: Bear Valley Parkway & Mary Lane

PM Peak
 Final Conditions



Phase Number	1	2	4	5	6	8
Movement	NBL	SBT	WBTL	SBL	NBT	EBTL
Lead/Lag	Lag	Lead		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	26	54	40	20	60	40
Maximum Split (%)	21.7%	45.0%	33.3%	16.7%	50.0%	33.3%
Minimum Split (s)	11	35	36	11	32	36
Yellow Time (s)	4	4.5	4.5	4	4.5	4.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5
Minimum Initial (s)	6	6	6	6	6	6
Vehicle Extension (s)	2.5	2.5	3	2.5	2.5	3
Minimum Gap (s)	2.5	2.5	2.5	2.5	2.5	2.5
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		8	8		8	8
Flash Dont Walk (s)		22	23		19	23
Dual Entry	No	No	Yes	No	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	61	7	87	7	27	87
End Time (s)	87	61	7	27	87	7
Yield/Force Off (s)	82.5	56	2	22.5	82	2
Yield/Force Off 170(s)	82.5	34	99	22.5	63	99
Local Start Time (s)	5	71	31	71	91	31
Local Yield (s)	26.5	0	66	86.5	26	66
Local Yield 170(s)	26.5	98	43	86.5	7	43

Intersection Summary

Cycle Length 120
 Control Type Actuated-Coordinated
 Natural Cycle 85
 Offset: 56 (47%), Referenced to phase 2:SBT and 6:NBT, Start of Yellow

Splits and Phases: 205: Bear Valley Parkway & Mary Lane

