August 11, 2020

To Whom It May Concern:

SUBJECT: Request for Proposals for Traffic Signal Design for the South Escondido Blvd at East Felicita Avenue and East Felicita Avenue at Juniper St Intersections

To Whom It May Concern:

The City of Escondido is seeking a consultant to provide engineering services for a Traffic Signal Modification Project. The project involves traffic signal modifications for two intersections: South Escondido Blvd at East Felicita Avenue and East Felicita Avenue at Juniper St. Three copies of the Consultant Proposals are to be submitted on or before 5:00pm on Monday, August 31, 2020 to the attention of Lonnie Druliner, Associate Engineer, of the Engineering Services Department at 201 N Broadway, Escondido, CA 92025 or via email at ldruliner@escondido.org.

PROJECT LOCATION AND INFORMATION

The City has secured Federal funding through the ATP Program and will upgrade Juniper Street between Vermont Avenue and Chestnut Street. Along with the planned street improvements, two signalized intersections will be modified with additional protected left-turns.

**Protected left-turn phasing** will be provided for the northbound and southbound left-turn movements at the intersection of South Escondido Boulevard and East Felicita Avenue. At the intersection of Juniper Street and East Felicita Avenue, protected left-turn movements will be provided for northbound, southbound and westbound movements. Eastbound left-turn movement is currently protected. The Consultant shall design signal modification plans for these intersections and provide a signal timing plan for Juniper Street and Felicita Avenue intersection.

Consultant shall design the new striping and signage for the intersections of Juniper Street and Felicita Ave and Escondido Blvd and Felicita Ave.

The selected Consultant shall prepare engineering design and shall enter into a Consultant Services Agreement with the City to prepare traffic signal modification design plans, specifications, and engineer’s estimates that will ultimately be
incorporated into the overall construction documents that will be issued for bidding purposes. For more information regarding the Consultant Services Agreement, please refer to Attachment 1.

It will be the Consultant’s responsibility to review the City’s proposed layout plans for the new ADA-compliant ramps at these intersections, review & confirm the existing intersection layout in the field and compare it with the as-built condition, design the relocation of any existing features to ensure that these intersections are now 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 their traffic signal modification design.

**SCOPE OF WORK**

Engineering Services of the 2020 Traffic Signal Modification Project shall include the following tasks:

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 to be considered as part of this project. A photometric analysis will be required for upgrading the traffic signal luminaires.

1) **Survey** – City will provide topographic survey results (Base) for both intersections. The consultant shall be responsible to review the provided topographic survey and request additional survey from City if necessary.

2) **Field Verification of Existing Traffic Signal and lighting Equipment** (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 (geometry, striping/pavement/curb markings, signs and posted speeds) – City will provide a preliminary signal plan for East Felicita Avenue and Juniper Street.

3) **Traffic Signal Modification** – design signal modification for protected left-turns at both locations including (but not limited to):
   - include APS (Accessible Pedestrian Signal) for all pedestrian phases
   - Include EVP systems (Emergency Vehicle Pre-emption)
   - Traffic signal modification: signal controller, cabinet, battery and separate battery cabinet
Detection – show proposed video/radar camera and indicate detection zones
Safety Lighting / Street lighting – to meet current standard
Utility coordination - Perform utility coordination, identify points of connections and coordinate same through affected utility providers, and obtain all necessary clearances from affected utility providers
Service Point: confirm designated service points for both locations as necessary
Poles and foundations
Update traffic signal conditions diagrams and construction drawings
Update General Notes, Construction notes, Phase Diagram, Pole & Equipment Schedule, Conduit and conductor schedule, pole location detail and other signal plan elements
All existing and proposed signing, striping, and pavement and curb markings within 100 feet from intersections or as necessary to provide appropriate turn pocket lengths and transitions
Mast arm signage
Signal Timing – Provide updated signal timing plans to reflect changes at Juniper St at Felicita Avenue. Signal timing plans for S Escondido Blvd & Felicita will be provided with City of Escondido’s signal timing project.

4) Project Estimate - identify appropriate bid items and quantities. Costs should be based on the historical cost index associated with the identified bid items.

5) 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.

6) Signing and striping - 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.

7) Produce 100% Design Plans (both paper and electronic copies)

All the Traffic Signal Plan elements should be presented per current guidelines. Also see “CITY OF ESCONDIDO ENGINEERING SERVICES, TRAFFIC SECTION, TRAFFIC SIGNAL DESIGN / PLAN-CHECK CHECKLIST https://www.escondido.org/Data/Sites/1/media/PDFs/trafficengineering/TrafficSignalDesignChklstR2009.pdf

And
TECHNICAL PROVISIONS FOR CONSTRUCTION OF TRAFFIC SIGNALS AND SAFETY LIGHTING, ROADWAY MARKINGS, AND SIGNING

City Provided Data

- Record Drawings
- Preliminary design for Felicita and Escondido
- Survey and base map data, including utility information for both intersections and Juniper Street as needed
- Turning movement counts for Escondido/Felicita and Juniper/Felicita intersections (see Exhibit C)

Submittals

Consultant will submit PS&E and/or other necessary documents to City to obtain approval. All plan submittals besides the Final Submittal shall include 3 bond copies and an electronic PDF copy. The Final Submittal shall include 1 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.
(4) Final Submittal – 100%

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/or 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 professional services agreement will be executed. Completion of the project should be no later than 6 weeks after receiving the executed 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 5 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 2020 Traffic Signal Modification Project. Payment will be made based on time and materials actually expended within this “Not to Exceed” amount.
5. Proposed Schedule - Provide information outlining the schedule for major milestones in the project.

SELECTION PROCESS

The proposals will be evaluated based on the qualifications of the team, proposed schedule and the value for the service provided. The Consultant will be required to execute the City’s standard Consulting Agreement, attached for reference.

Other Requirements of Work:

- The Consultant shall upon notification by the City of being selected for this work, return a signed Consulting Agreement for Design Professionals with the City (copy attached) and all required information within ten working days. The contract shall be paid at hourly rates with a not-to-exceed fee.
- The Consultant preparing requested documents shall be a registered professional in California, qualified to perform the specific services. The license shall be valid and in good standing.
- The Consultant shall use applicable Escondido Design Standards Manual, San Diego Regional Standards, Caltrans Standards and California MUTCD as appropriate.
- The Consultant shall, prepare and submit hard copies and electronic copies of all deliverables, and mylars of final drawings for wet signature.
- The Consultant shall, upon acceptance of final documents, submit ACAD/Word/Excel files for each prepared document. The ACAD files shall be submitted in Release 2010 thru 2016/Word and Excel shall be 2016.
GENERAL

Enclosed (Attachment 1) is a copy of the City’s standard form of contract for professional services. Please take note of the insurance requirements detailed in Paragraph No. 8. Be sure to review your current insurance policy and verify that your firm’s coverage meets these minimum requirements. You will be required to provide an insurance certificate before entering into a contract with the City.

It is requested that any questions be submitted to the attention of Lonnie Druliner, Associate Engineer, ldruliner@escondido.org
Exhibit A: Signal Modification Locations

S Juniper Street at E Felicita Avenue/E 17th Avenue. Existing intersection configurations and striping.
Exhibit B: Existing Conditions

W Felicita Avenue at S Escondido Blvd. Existing intersection configurations and striping.
E Felicita Avenue at S Juniper Street. Existing intersection configurations and striping
Northbound View on South Escondido Blvd at East Felicita Avenue

Southbound View on South Escondido Blvd at East Felicita Avenue
Exhibit C: Turning Movement Counts
S Escondido Blvd & Felicita Ave

Peak Hour Turning Movement Count

ID: 19-04210-021
City: Escondido

Day: Wednesday
Date: 05/01/2019

S Escondido Blvd

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Attachment 1: Consulting Agreement of Design Professionals

CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(Only for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this ______ day of ____________________, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn. ____________________
760-xxxx
("CITY")

And: [Name] [Street address] [City, state, zipcode] [Attn: (name of contact)] [Insert telephone number] ("CONSULTANT")

Witness that whereas:

A. It has been determined to be in the CITY’s best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of $_____. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. **Duties.** CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. **Personnel.** The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment A," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.

6. **Termination.** Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

7. **City Property.** All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.

8. **Insurance.**

   a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:

      (1) General liability insurance. Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and

      (2) Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and

      (3) Workers’ compensation and employer’s liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

      (4) Errors and Omissions professional liability insurance with minimum coverage of $1,000,000.

   b. It is the parties’ understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

      Acknowledged by CONSULTANT ____________

      Waiver appropriate by CITY ______________

   c. Each insurance policy required above must be acceptable to the City Attorney:

      (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best’s A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

      (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
(3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

(4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT’s work including its ongoing operations and products-completed operations hazard.

(5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY’s option.

9. **Indemnification.** CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys’ fees, for any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. However, CONSULTANT’s responsibility for defense costs shall not exceed the percentage of CONSULTANT’s fault.

10. **Anti-Assignment Clause.** The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.

11. **Costs and Attorney’s Fees.** In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs.

12. **Independent Contractor.** CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

13. **Merger Clause.** This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. **Anti-Waiver Clause.** None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. **Severability.** The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

16. **Choice of Law.** This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. **Multiple Copies of Agreement/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. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the Agreement.

18. **Provisions Cumulative.** The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.

19. **Notices to Parties.** Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.

20. **Business License.** The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

21. **Compliance with Applicable Laws, Permits and Licenses.** CONSULTANT 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 Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. 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 CONSULTANT to comply with this section.

22. **Immigration Reform and Control Act of 1986.** CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an 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 be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: ____________________________

Signature ____________________________

Department or Division Head Name & Title ________________

Date: ____________________________ [CONSULTANT COMPANY NAME]

Signature ____________________________

Name & Title (please print) ____________________________

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCQUINNESS, City Attorney

By: ____________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: __________________________

Jeffrey R. Epp
City Manager

Date: __________________________

[CONSULTANT COMPANY NAME]

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.
IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: ____________________________
Paul McNamara
Mayor

Date: ____________________________
Zack Beck
City Clerk

Date: ____________________________
[CONSULTANT COMPANY NAME]

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.