

City of Visalia

Signal Interconnect Improvements Along Various Corridors

| ID | Task Name | Duration | Start | Finish | Jan '26 | Feb '26 | Mar '26 | Apr '26 | May '26 | Jun '26 | Jul '26 | Aug '26 | Sep '26 | Oct '26 | Nov '26 | Dec '26 | Jan '27 | Feb '27 |
|----|---|-----------------|--------------------|---------------------|---------|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1 | Task 1 - Project Management | 62 days | Mon 1/5/26 | Tue 3/31/26 | | | | | | | | | | | | | | |
| 2 | Design Contract Begins (NTP) | 0 days | Mon 1/5/26 | Mon 1/5/26 | ◆ | Design Contract Begins (NTP) | | | | | | | | | | | | |
| 3 | Project Kick-off Meeting | 0 days | Tue 1/6/26 | Tue 1/6/26 | ◆ | Project Kick-off Meeting | | | | | | | | | | | | |
| 4 | 30% Design Meeting | 0 days | Fri 1/23/26 | Fri 1/23/26 | ◆ | 30% Design Meeting | | | | | | | | | | | | |
| 5 | 50% Design Review Meeting | 0 days | Fri 2/13/26 | Fri 2/13/26 | ◆ | 50% Design Review Meeting | | | | | | | | | | | | |
| 6 | 90% Design Rview Meeting | 0 days | Tue 3/10/26 | Tue 3/10/26 | ◆ | 90% Design Rview Meeting | | | | | | | | | | | | |
| 7 | 100% Design Review Meeting | 0 days | Tue 3/31/26 | Tue 3/31/26 | ◆ | 100% Design Review Meeting | | | | | | | | | | | | |
| 8 | Task 2 - Topographic Survey & Base Mapping | 15 days | Wed 1/7/26 | Tue 1/27/26 | | | | | | | | | | | | | | |
| 9 | Field Data Gathering | 5 days | Wed 1/7/26 | Tue 1/13/26 | | | | | | | | | | | | | | |
| 10 | Utility Research | 15 days | Wed 1/7/26 | Tue 1/27/26 | | | | | | | | | | | | | | |
| 11 | Topographic Surveys | 15 days | Wed 1/7/26 | Tue 1/27/26 | | | | | | | | | | | | | | |
| 12 | Task 3+4 - PS&E Documents | 60 days | Wed 1/14/26 | Tue 4/7/26 | | | | | | | | | | | | | | |
| 13 | Preliminary Design / 30% Design | 8 days | Wed 1/14/26 | Fri 1/23/26 | | | | | | | | | | | | | | |
| 14 | City Review | 5 days | Mon 1/26/26 | Fri 1/30/26 | | | | | | | | | | | | | | |
| 15 | 50% Design | 10 days | Mon 2/2/26 | Fri 2/13/26 | | | | | | | | | | | | | | |
| 16 | City Review | 5 days | Mon 2/16/26 | Fri 2/20/26 | | | | | | | | | | | | | | |
| 17 | 90% Design | 12 days | Mon 2/23/26 | Tue 3/10/26 | | | | | | | | | | | | | | |
| 18 | City Review | 10 days | Wed 3/11/26 | Tue 3/24/26 | | | | | | | | | | | | | | |
| 19 | 100% Design | 5 days | Wed 3/25/26 | Tue 3/31/26 | | | | | | | | | | | | | | |
| 20 | City Review | 5 days | Wed 4/1/26 | Tue 4/7/26 | | | | | | | | | | | | | | |
| 21 | Final Bid Ready Documents | 0 days | Tue 4/7/26 | Tue 4/7/26 | | | | | | | | | | | | | | |
| 22 | Task 5 - Preliminary Potholing | 10 days | Mon 2/16/26 | Fri 2/27/26 | | | | | | | | | | | | | | |
| 23 | Potholing (if required) | 10 days | Mon 2/16/26 | Fri 2/27/26 | | | | | | | | | | | | | | |
| 24 | Task 8 - Bidding and Construction Support | 168 days | Wed 5/6/26 | Fri 12/25/26 | | | | | | | | | | | | | | |
| 25 | Project Avertisement | 25 days | Wed 5/6/26 | Tue 6/9/26 | | | | | | | | | | | | | | |
| 26 | Project Award | 3 days | Wed 7/8/26 | Fri 7/10/26 | | | | | | | | | | | | | | |
| 27 | Construction (assumed) | 90 days | Mon 8/24/26 | Fri 12/25/26 | | | | | | | | | | | | | | |
| 28 | As Builts | 10 days | Mon 12/14/26 | Fri 12/25/26 | | | | | | | | | | | | | | |

Scope of Work for Professional Design Services of Signal Interconnect Improvements along Various Corridors within the City of Visalia

I. INTRODUCTION

A. Purpose and Objective

The purpose of this scope of work is to obtain the technical plans, specifications, and construction cost estimates for the installation of Fiber Optic Cable Interconnect Improvements along various corridors within the City of Visalia.

The objective is to provide updated communication and traffic monitoring equipment at existing signalized intersections to allow for coordination and periodic adjustment of the traffic signal timing in response to changes in traffic patterns. This coordination and periodic adjustments will assist with improving traffic flow efficiencies and vehicle emissions reduction.

B. Background Information

Various roadway corridors were evaluated for improvements to expand and improve the traffic signal interconnect network. The projects consist of seven (7) corridors of signal interconnect communication improvements as listed below and shown in Exhibit A.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive Signal Interconnect between Crowley Avenue and Riggins Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr. and Ferguson Ave
5. Riggins Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:

1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:

1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

Each corridor will have the installation of conduit, pullboxes, fiber optic cable, splicing equipment, and communication equipment. There are segments of roadways utilizing existing conduits to complete portions of the Intelligent Transportation System network by the installation of fiber optic cable and related communication equipment.

The signal interconnect improvements in Caldwell Avenue between Akers Street and County Center will utilize existing signal interconnect conduits installed with a recent road improvement project. Most of the design will be the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) additional signalized intersections.

The signal interconnect improvements in Caldwell Avenue between Santa Fe Street and Lovers Lane will be utilizing the conduit to be installed with the roadway improvement project currently under construction. The design effort will be for the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) additional signalized intersections.

The segment of Akers Street from Walnut Avenue to Goshen Avenue will utilize existing signal interconnect conduit, installation of new signal interconnect conduit, the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will not connect any additional signalized intersections with this project, but it is to connect to existing City owned fiber optic cable at each end of the project and provide for a future traffic signal at the intersection of Shirk Street and Walnut Avenue.

The segment of Plaza Drive from Crowley Avenue to Riggin Avenue will require the installation of new signal interconnect conduit for the entire length. The intent is to utilize the existing conduit crossing under the existing railroad tracks at the northwest corner of Goshen Avenue at Plaza Drive for the fiber optic conduit. The design effort will be for the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect five (5) signalized intersections.

The segment of Demaree Street from Mill Creek Drive to Riggin Avenue will utilize the existing signal interconnect installed with previous roadway improvement projects and the installation of new signal interconnect conduit. A conduit was installed under the existing railroad tracks when the intersection of Demaree Street and Goshen Avenue intersection was improved in 2019. The design effort will be for the installation of conduit, fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect five (5) signalized intersections.

This segment of Riggin Avenue from Akers Street to Giddings Street will utilize existing conduit installed with previous roadway improvement projects and the installation of new conduit between Demaree Street and Riggin Avenue. The design effort will be for the installation of conduit, fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) signalized intersections.

The design for this project is funded through the Local Measure R Regional fund and construction is funded by a Congestion and Mitigation Air Quality (CMAQ) Improvement Program grant.

The list of qualified consulting firms may be used for some federal and state funded projects. At the City’s discretion, selected pre-qualified consultants may be invited to submit a project-specific proposal to be reviewed and awarded by the City. Selection for these federal and state projects may be based on aspects such as a consultant’s ability to meet the schedule, and to provide documentation of any federal or state requirements such as participation in a Disadvantaged Business Enterprise (DBE).

C. Timeline for Selection Process

The following is a tentative summary of the selection process timeline:

| | |
|--------------------------------|-------------------|
| Design Fee Proposal | November 17, 2025 |
| Negotiate Fees | November 21, 2025 |
| Award of Contract..... | December 15, 2025 |
| Design Contract Begins..... | January 5, 2026 |
| Complete Design Contract | April 1, 2026 |

These projects have the majority of the construction funding provided by Congestion Mitigation and Air Quality (CMAQ) grants. Therefore, the completion of design is based on the April 1, 2026, date to submit the E-76 for construction funding the Caltrans District 6, Local Assistance for the grant construction funding.

II. SCOPE OF SERVICES

A. Required Services

The Consultant shall provide the City with a complete set of construction plans, technical provisions, and construction cost estimates for the installation of Fiber Optic Cable Interconnect Improvements various corridors within the City of Visalia as listed below.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive Signal Interconnect between Crowley Avenue and Riggin Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr and Ferguson Ave
5. Riggin Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:

1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:

1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

B. Services of the Consultant

The Consultant shall provide the City of Visalia with professional design services for the project plans, specifications, and cost estimate for the installation fiber optic cable interconnect improvements along various corridors within the City of Visalia (two within Caldwell Avenue, Akers Street, Walnut Avenue, Plaza Drive, Demaree Street, and Riggin Avenue) and in accordance with the terms, conditions, and specifications as defined in the terms of this contract. The design portion of this project is locally funded and is subject to state prevailing wage rates. **Construction is federally funded.**

The Consultant proposal shall include all necessary tasks to provide the City with the above stated "required services". The consultant shall provide a fixed fee for the project for all the tasks listed below and any additional tasks the consultant determines as necessary to complete the project. The fixed fee shall include all hard copy prints, meetings, and travel expenses that are expected to be submitted with the City. The consultant shall specify the number of meetings provided under the fee and the task(s) they are expecting the City to complete. Included with the fee schedule, the consultant shall provide a detailed spreadsheet (labeled as 'Fee and Effort Table') that articulates how the fixed fee was determined. The table shall have the identified tasks and subtasks determined by the proposer on the left of the table. Across the top of the table shall be all the proposed consultant team names (including sub consultants) with their respective title and fee. Within the table, the proposer shall identify the associated hours for each of the team members with each of the respective tasks. Each of the tasks shall have a sum of hours to the far right of the table. Across the bottom of the table, the proposer shall provide the total hours for each of the team members, their total cost to the project, and their percentage of the project's effort. The proposer is encouraged to put enough time and thought into the Fee and Effort Table to expedite the review if the proposer is to be selected as the most qualified. See the section entitled "City Responsibilities" for all items and services to be performed by the City of Visalia. If the consultant feels that additional items shall be required to complete this process, those additional items shall be shown within the proposal.

Task 1 – Meetings

The Consultant shall schedule, facilitate, coordinate, and attend all identified project meetings with the City's representatives to be held at the City of Visalia offices, by teleconference, or at the project site, if needed. The Consultant shall be responsible for developing meeting agendas and keeping meeting minutes for all meetings. Meeting agendas and minutes shall be submitted to the City of Visalia within 2 business days before and after a meeting is held. Consultant shall be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type. The following meeting is the minimum required for this project and the consultant can propose more meetings if the consultant desires. The number of meetings shall be reflected in the fixed fee for each task.

Project Meetings: The following meetings, at a minimum, shall be included in the base services to be provided by the Consultant.

- A. Project Kick-Off Meeting (one meeting): Upon receiving Notice to Proceed, the Consultant is expected to review all base data provided by the City and prepare for the kick-off meeting with the City. This meeting shall occur within two (2) weeks of issuance of the Notice to Proceed. This meeting shall be used to assure complete understanding of the scope of project and to review the project and relevant milestones. The Consultant shall be prepared to discuss the following topics.
 1. Review and discuss the scope of work (tasks, deliverables, meetings, etc.)
 2. Review and discuss the schedule (updates, critical path items, subconsultant work, etc.)
 3. Review and clarify City/Consultant responsibilities
 4. Discuss data requests and delivery methods
 5. Visit the project site and assess existing conditions

- B. Preliminary Design/30% Design (one meeting): The Consultant shall prepare a preliminary design to identify any potential conflicts or issues that could cause delays in the design and construction process. The preliminary design shall identify the following items.
1. Depict the design approach to delivering the construction plans,
 2. Identify equipment to be used,
 3. Identify any potential conflicts with utilities and existing features,.
 4. Depict the existing and proposed signal interconnect layout.
- C. Plan check comments review meeting(s): The Consultant shall meet with the City to review the plan check comments after each submittal. The Consultant will be responsible for scheduling the appropriate update meetings, developing a meeting agenda, and keeping the meeting minute summaries for all meetings. Meeting agendas and minutes shall be submitted to the City of Visalia within 2 business days of when the meeting is held. Consultant will be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type.

Task 2 – Topographic Survey

For the new installation of interconnect conduit and fiber optic cable along any of the corridors identified, the consultant will provide a topographic map of the project limits identifying existing curb, gutter, sidewalk, driveway locations, pavement crowns, visible utility infrastructure, and locations and depths of sewer and storm drain lines and manholes. The consultant will need to obtain maps for all utilities and also obtain city and/or county records for any sewer and storm drain within the project limits and incorporate that information into the plans. The Topographic Survey shall be faded in the background of the construction drawings.

For the segments of new fiber optic cable to be installed within existing interconnect conduits along any of the identified corridors, the City of Visalia will provide base maps (consisting of approximate right of way, centerlines, and property lines) of the overall project areas along with current aerial imagery. The consultant may use this base map to create complete base map that will serve as a background to the improvement plans. The consultant shall include a complete base map to serve as the background to the improvement plans, a complete base map will include edge of pavement, curb and gutter, sidewalk (if any is present), curb ramps (if any are present), striping, traffic signals, traffic signal equipment (if any is present), and approximate location of existing interconnect conduit and interconnect conduit pull boxes. In order to provide a complete base map, the consultant may use any methods as seen fit by the consultant to include but not limited to records, aerials, and site investigations, in addition to the provided City of Visalia base map.

Task 3 –Signal Interconnect Improvement Plans

The consultant shall include all items necessary to complete the civil engineering design plans for the project(s) as needed. All the design shall be in compliance with the City of Visalia Standard Plans and Specifications, current ADA Standards, Complete Street Policy, California Manual on Uniform Traffic Control Devices, and applicable Caltrans Standards due to federal funding of this project. All CADD drawings shall be in accordance with the City of Visalia standards as shown on the City's website at <http://www.visalia.gov>.

The various corridors will be grouped into three (3) individual projects as listed below.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive between Crowley Avenue and Riggins Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr and Ferguson Ave
5. Riggins Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:

1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:

1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

- A. General: The consultant shall provide signal interconnect improvement plans to improve the intersections and implement signal interconnectivity for the three (3) projects. The signal interconnect improvement plans may include, but are not limited to:
1. Cover Sheet – Shall include general notes, legend, abbreviations, project title, project benchmark used, sheet index, overall project map with sheet limits shown, vicinity map, utility company contacts, and other items as determined necessary by the City.
 2. Signal Interconnect Improvement Plans and Demolition Plans (as necessary) - These drawings shall show all proposed improvements (Plan scale will most likely be 1"=40' horizontal and 1"=2' vertical. Some areas may require larger scales to show the appropriate amount of detail required for construction, scales to be determined by consultant and approved by City). Each drawing shall show the plan view of the proposed improvements. The existing base map information shall be faded in the background of the plans and shall be readable when the plans are reduced to 50%. Civil Plan and Profile Drawings shall include, but not be limited to the following items:
 - a. Plan and profile of the directional boring under the existing railroad tracks if necessary (necessary for railroad right of entry permitting).
 - b. Boring/pothole log locations shall be shown on the plans (if applicable).
 - c. Removal and replacement information for all effected improvements.
 - d. Locations of utilities that are being relocated (as necessary).
 - e. Depict the location of all existing utilities (as identified through completion of base map).
 - f. Hatching patterns shall properly define construction.
 - g. Dimensions where necessary.
 - h. Construction Keynotes to direct construction Activities.
 - i. All sheet match lines shall have sheet references listed.
 - j. Fiber routing assignment layout along with fiber optic splicing details.
 3. Details Sheets (including equipment details, other details, and City Standard Details). – These sheets shall include details needed for all the proposed work and is not limited to details for trenches, pull boxes, equipment installation, directional boring, and any other details deemed necessary to adequately direct construction activities. All details referenced on the plans shall be included on the detail sheets.
- All plans will be on City of Visalia title block. All plans shall be prepared in sufficient detail to provide the necessary guidance for construction as determined by the City Engineer.
- B. The Consultant will be responsible for acquiring all record utility maps within the project limits and show existing utilities on the plans. The base map shall call out the size and type of pipe for all water, gas, sewer, and storm drain lines vaults and underground structures shown on utility plats.

Task 4 – Project Specifications and Cost Estimate

The Consultant shall prepare the following portions of the construction specifications for all the items listed in the bid schedule and the cost estimate for each project. The City will provide the Consultant with the City's Construction Standard Specifications template in which the Consultant shall complete the following sections to correspond with the construction plans.

1. Bid Item Schedule in Excel format for the project with calculations. Each corridor shall be itemized individually.
2. Bid Item Description including the measurement and payment for each bid item for the project.
3. The Special Provisions for the project.

The City will finalize the remainder of the Construction Specifications to conform to the project construction plans.

Construction Specifications shall be formatted in accordance with the City Standard Specifications. The City will provide the consultant with an electronic copy of the MS Word document.

The consultant shall provide the city with a detailed cost estimate and bid item schedule for the work included in this project.

Task 5 – Preliminary Potholing

The Consultant may be required to perform or hire a subcontractor to perform potholing during the preliminary design stage of the project to identify and mitigate potential conflicts. The potholing shall be for the span of

new interconnect conduits and the connection to existing conduits. This task may include but not be limited to the following:

1. Obtain an encroachment permit from the City and provide traffic control plans. Traffic control plan must be IMSA or ATSSA certified or approved by a licensed civil engineer.
2. Mark locations for required USA utility clearance. Coordinate with all other impacted utility agencies to locate their facilities.
3. Provide traffic control in accordance with the Consultant's traffic control plan.
4. Provide potholing to identify location, depth, type, and number of affected utilities.
5. The Consultant will be responsible for showing this information on the finished civil plans.
6. After potholing is complete, the consultant will be responsible for surveying USA markings to verify utility locations shown on the plans.
7. Backfill borings with aggregate base or sand cement slurry followed by 7" High Strength Fast Setting Concrete Mix (2,500 psi minimum) in accordance with the City of Visalia standard details.
8. The impacts to underground utilities will be determined and project plans will be sent to the utility companies identifying any relocation required. Consultant shall coordinate with affected agencies well in advance to facilitate relocation prior to the construction of the project.
9. Consultant will coordinate with the affected utility companies to provide relocation plans and permits/agreements. Relocation data received from the utility companies will be shown on the utility plans prepared by the consultant.

Consultant will prepare letters to the affected utility owners. Each utility will be identified, and a utility base file will be prepared. An exhibit shall be prepared to show the approved alignment and the proposed locations for the relocated facilities. Record data and follow up meetings with the utility companies to determine the party responsible for the cost of the relocation and who will perform the work

Task 6 – Deliverables

The Consultant may not move onto the next phase of design without the approval from the City of the previous submittal.

| Description | Preliminary Design / 30% Submittal | 50% Submittal | 90% Submittal | 100% Submittal | Final Plans |
|---|---|----------------------|----------------------|-----------------------|--------------------|
| Full Size Plans (24"x36") | 0 sets | 0 sets | 0 sets | 0 sets | 6 sets |
| Project Specifications | 0 sets | 0 sets | 0 sets | 0 sets | 2 set |
| Project Cost Estimate | 0 sets | 0 sets | 0 sets | 0 sets | 1 set |
| Electronic files of PS&E (PDF, MS Word, Excel, ACAD Civil 3D in the most current format.) | 1 copy | 1 copy | 1 copy | 1 copy | 1 copy |
| Return of City's Red-Line comments of previous submittal (Plans, Specifications & Estimate) | | 1 set | 1 set | 1 set | 1 set |

For the Preliminary Design/30%, 50%, 90%, and 100% submittals, the Plans, Specifications, Estimates, and As Built Plans shall be received electronically. For the Final Plans, hard copies will be required.

The consultant may propose the combining of submittals in an effort to meet a project schedule or as a cost saving measure depending on the complexity of a project.

Task 7 – Project Schedule

The Consultant shall track and update the project schedule monthly or as needed during the course of work to reflect any necessary changes.

Deliverables:

The Consultant shall provide updates to the project schedule monthly during the course of work or as needed. The project schedule shall be submitted in hard copy and electronically in PDF format.

Task 8 – Construction Support

The Consultant shall provide construction for the three projects during the bidding and construction phases. The Consultant shall provide the following services.

1. Bidding support. This is to address any questions during the bidding process, generating addendum to the bidding documents, and other technical support relating to the projects.
2. Review of submittals from the contractor and verify the submitted material meets the Build America, Buy America Act (BABAA) and complies with the Local Assistance Procedures Manual (LAPM), Chapter 12 requirements. BABAA requires iron, steel, manufactured products, and construction material used in federally funded infrastructure projects must be produced in the United States.
3. Provide response(s) to Request for Information (RFI) submitted by the contractor during the construction phase and additional design support associated with any the submitted RFI's.

C. City Responsibilities

1. Compensate the consultant as provided in the contract agreement.
2. Provide a "City Representative", who shall represent the City and work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who shall provide the following services:
 - a. Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto
 - b. Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there shall be no substantial delays in the Consultant's program of work
 - c. Process invoices submitted by consultant
 - d. Provide Consultant with background information, maps, and other documentation necessary for completion of Consultant's work
 - e. Provide Consultant with pertinent GIS data to serve as a base for the Consultant's work
 - f. Act as coordinator between consultant and other City representatives
3. The City of Visalia will provide GIS information (consisting of approximate right of way, centerlines, and property lines) of the overall project areas along with current aerial. The consultant may use this GIS information to create complete base map that will serve as a background to the improvement plans. The consultant shall include a complete base map to serve as the background to the improvement plans, a complete base map will include edge of pavement, curb and gutter, sidewalk (if any is present), curb ramps (if any are present), striping, traffic signals, traffic signal equipment (if any is present), and approximate location of existing interconnect conduit and interconnect conduit pull boxes. The consultant will need to obtain maps for all utilities and also obtain city and/or county records for any sewer and storm drain within the project limits and incorporate that information into the plans. The base map shall be faded in the background of the construction drawings.

The Consultant will be responsible for acquiring all record utility maps within the project limits and show existing utilities on the plans. The base map shall call out the size and type of pipe for all water, gas, sewer, and storm drain lines vaults and underground structures shown on utility plats.

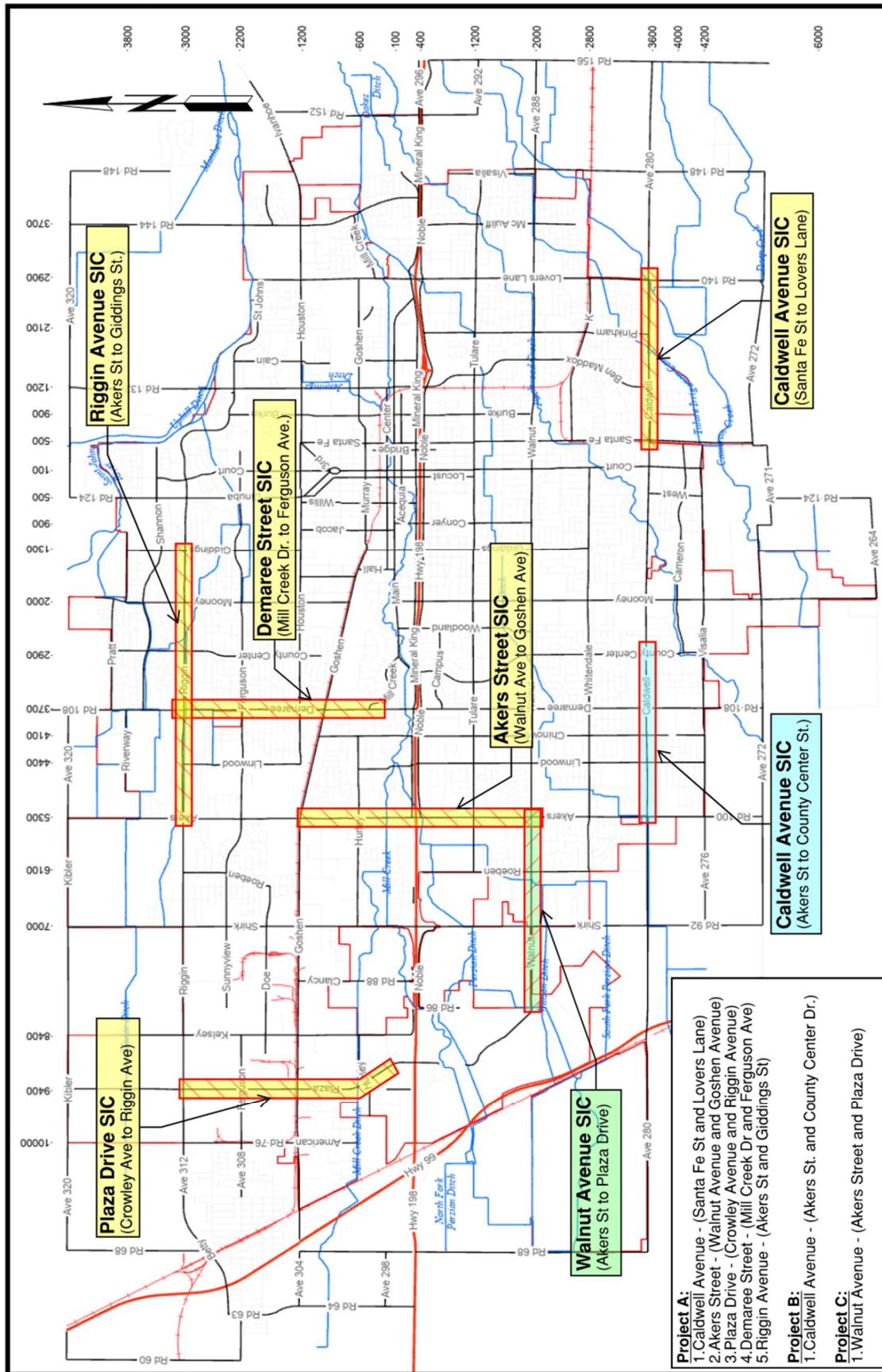
D. Billing

The consulting firm may bill the City once every thirty (30) days for each project. Once approved by the City's Project Manager, invoices shall be processed by the City within thirty (30) days. Each invoice shall include the City's Contract Number issued by the Purchasing Division, the time period associated with each billing, the Project Name and CIP Project Number shown on the plans and /or specifications, and shall show the sum in dollar amounts noted in the City's contract. Failure to use the fee schedule contained in the contract will cause the invoice to be rejected by the Project Manager. All invoices shall be sent to the Project Manager. Invoices submitted directly to the City's Finance Department will be denied as all invoices require the prior approval of the City's Project Manager.

The City may request the consultant to provide the topographic survey and the consultant will need to submit a separate fixed fee proposal for the additional surveying services.

III. EXHIBITS

Exhibit A – Project Location Map



PROJECT LOCATION MAP

SIGNAL INTERCONNECT PROJECTS

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____
 Business Address: _____
 Signature: _____
 Name of Signing Official: _____
 Title of Signing Official: _____
 Date: _____

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal) _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**Equal Opportunity Clause**

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities or permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

 Name of Firm

 Authorized Signature

 Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

| | |
|--|--|
| CONTRACTOR/BIDDER FIRM NAME | FEDERAL ID NUMBER |
| BY (Authorized Signature) | DATE EXECUTED |
| PRINTED NAME AND TITLE OF PERSON SIGNING | TELEPHONE NUMBER (Include Area Code) () |
| TITLE | |
| CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS | |

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

SAMPLE CONTRACT
PROFESSIONAL SERVICES AGREEMENT
FOR

**On-Call Professional Services for the Design of
Signal Interconnect Improvements along Various Corridors
Within the City of Visalia**

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in *Scope of Work for Professional Design Services for Signal Interconnect Improvements along Various Corridors* which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project as described in *Scope of Work for Professional Design Services for Signal Interconnect Improvements along Various Corridors* unless the parties agree in writing to modify the Scope of Work as stated in the RFQ, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in the Exhibits, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, on a **Time & Materials Not-To-Exceed-Fee** based on the rates identified in Exhibit "C", the negotiated compensations developed for each CIP, prior to the start of the assigned work. Said agreed-to negotiated compensation shall be amended to this Contract for the individual CIP. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "C", respectively. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The _____ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects (*including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor*) must:

- A. Register on an annual basis with the California Department of Industrial Relations (DIR)
- B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

VIII. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is attached to this Agreement as Exhibit "D" and available at visaliapurchasing.org.

IX. NO PERSONNEL, AGENCY, OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

X. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

XI. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to

reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes.”

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 - 1. Workers' compensation insurance as required by California statutes.
 - 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 - 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XVI. MISCELLANEOUS PROVISIONS

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONSULTANT
Kimley-Horn & Associates, Inc.
1300 Clay Street, Suite 325
Oakland, CA 94612
Attention: Kevin Aguigui

- G. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

City Manager

Print Name of Consultant

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Schedule and Fee as submitted by Consultant
- Exhibit "C": Consultant Schedule of Fees
- Exhibit "D": Visalia Labor Compliance Manual (as applicable)