

ATTACHMENT A

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
DOKKEN ENGINEERING, INC.
FOR
DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENT,
PROJECT JM25-007**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), dated this _____ day of _____, 20____, for reference purpose only, is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and Dokken Engineering, Inc., a California corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires Consultant/Professional Services for **Design Services for Old Town Streetscape Improvement**; and

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

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **Design Services for Old Town Streetscape Improvement**; and

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

Section 1. RECITALS

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

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated as part of this Agreement by this reference.

Section 3. **COMPENSATION**

The City shall pay to Consultant a sum not to exceed **One Million Six Hundred Twenty-six Thousand Nine Hundred Ninety-seven and 00/100 Dollars (\$1,626,997.00)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

Section 4. **COST PROPOSAL**

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

Section 5. **RESERVED**

Section 6. **TERM OF AGREEMENT**

This Agreement shall be for an Initial Term of **Eighteen (18) Months**, commencing on **the date of full execution of the Agreement**(the "Commencement Date") and expiring **Eighteen (18) Months from the Commencement Date** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent Agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for **One (1)** additional one-year period (hereinafter "Option Period"), at the option of the City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration of the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

Section 7.

INDEPENDENT CONTRACTOR STATUS

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

Section 8.

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

a. Consultant represents and acknowledges the following:

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

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

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

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

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

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

b. The City represents and acknowledges the following:

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

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement.

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

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

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

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

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

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

Section 9. NOT AGENT OF THE CITY

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

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

Section 10. LICENSES AND PERMITS

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

Section 11. STANDARD OF PERFORMANCE; WARRANTY

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

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

(1) Has thoroughly investigated and considered the services and work to be performed;

(2) Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

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

Section 12. FAMILIARITY WITH WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **Alex Jauregui, City Planner, or his designees.**

Section 13. CONFLICTS OF INTEREST

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

Section 14. COMPLIANCE WITH LAWS

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

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

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

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than Two Million

Dollars (\$2,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), One Million Dollars (\$1,000,000.00) Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

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

Section 17. **PROFESSIONAL LIABILITY INSURANCE**

a. **Professional Liability Insurance or Errors and Omissions insurance** as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of Two Million Dollars (\$2,000,000) per claim and in the aggregate must be provided.

Section 18. **ADDITIONAL INSURED**

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

Section 19. **WAIVER OF SUBROGATION RIGHTS**

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

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

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least ten (10) business day prior to the commencement of any services to be performed under this Agreement.

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

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

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

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies."

Section 21. TERMINATION OR SUSPENSION

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

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

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

Section 23. INDEMNIFICATION

a. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal

costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

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

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

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

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

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

Section 24. REPORTS

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

Section 25. **RECORDS**

- a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Alex Jauregui, City Planner, or his designee**, to evaluate the cost and the performance of such services.
- b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.
- c. **Alex Jauregui, City Planner, or his designee**, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **Alex Jauregui, City Planner, or his designee**, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. **RESERVED**

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

- a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.
- b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Alex Jauregui, City Planner, or his designee**, or as required by applicable law.
- c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Alex Jauregui, City Planner, or his designee**, or as required by applicable law.
- d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **Alex Jauregui, City Planner, or his designees**. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.
- e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28.

PRINCIPAL REPRESENTATIVES

- a. **John A. Klemunes Jr., PE President, or his designee**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.
- b. **Alex Jauregui, City Planner, or his designee**, shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.
- c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29.

MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

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

Section 30.

ENTIRE AGREEMENT

- a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.
- b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and Agreements in this Agreement.
- c. No Agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31.

AMBIGUITIES

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

Notwithstanding the foregoing, the Parties agree that **Exhibits “A” and “B”** are attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and **Exhibits “A” and “B”** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit “A” and “B”** shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	Alex Jauregui, City Planner Planning Department City of Victorville 14343 Civic Drive Victorville, CA 92392
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To Consultant:	John A. Klemunes Jr., P.E., President Dokken Engineering 1450 Frazee Road, Suite 100 San Diego, CA 92108
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. **ASSIGNMENT**

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

Section 37. **CARE OF WORK**

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

Section 38. **CAPTIONS AND HEADINGS**

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

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

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

Section 40. **GENDER**

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

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be

deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. **GOVERNING LAW**

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

Section 43. **DEFAULT**

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

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

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

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

Section 44. **CUMULATIVE REMEDIES**

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

Section 45. **VENUE**

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

Section 46. ATTORNEYS' FEES

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

Section 47. EFFECTIVENESS OF AGREEMENT

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

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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

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

Section 49. COUNTERPARTS

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

(END OF THIS PAGE)

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

THE CITY OF VICTORVILLE

DOKKEN ENGINEERING

By: _____
Elizabeth Becerra,
Mayor

By: _____
John A. Klemunes, Jr., P.E.
President

Dated: _____

Dated: _____

ATTEST

By: _____
Jennifer Thompson,
City Clerk

Dated: _____

By: _____
Sandra Bostick,
Risk Manager

Dated: _____

APPROVED AS TO STANDARD FORM:

By: _____
Andre de Bortnowsky,
City Attorney

Dated: _____

EXHIBIT A

SCOPE OF SERVICES



WORK PLAN

OVERVIEW

Dokken Engineering's Work Plan provides the resources and expertise necessary to perform, coordinate, and manage the completion of the tasks necessary to deliver the Old Town Streetscape Improvement Project from conceptual design through construction and provide the support required to see the project built.

This Work Plan includes a detailed Scope of Work and List of Deliverables. In addition, the Work Plan includes services by and oversight of our specialized subconsultants.

SCOPE OF WORK

The following scope of work is interested to be comprehensive and provide the professional engineering related services necessary to deliver the project as described in our Proposal and in compliance with the City's Request for Proposals.

PHASE IA – PROGRAMMING & DUE DILIGENCE ACTIVITIES

TASK 1 – ANALYSIS OF PHYSICAL CONDITIONS

The Dokken team will conduct field investigations to analyze the existing conditions and identify design issues. Dokken will record existing site conditions in drawings, photographs and/or videos.

Task 1.3 Field Review

The Dokken team will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos.

[Deliverable: Field Notes/Photo Log](#)

Task 1.4 Utility Base Mapping

The Dokken team will conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout the underground improvements. The Dokken team will prepare a utility base map depicting all known existing utility facilities from record research and field verification. Dimensions are to be shown in English units.

The Dokken team will provide preliminary notification letters to the utilities and request current information. The Dokken team will provide additional notifications letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility. The Dokken team is responsible to complete and mail the documents and provide the City with a copy. The utility letter "A, B and C" notification will be used.

Task 1.4.1 A Letters, Request for Utility Plans

The Dokken team will prepare letters to utility owners within the project area. The letter will request acknowledgement of the presence of utility owner's facilities. In addition, a request for any available as-builts will be included. Any utility owners that claim they do not have utilities within the project area will be requested to confirm in writing.

[Deliverables: A Letters](#)

Task 1.4.2 Utility Base Map

The Dokken team will develop a Utility Base Map from the As-builts received from the "A" Letters. The Utility Base Map will be used throughout the design development process and will be updated upon obtaining field potholing information.

[Deliverable: Utility Base Map \(AutoCAD design file\)](#)

TASK 2 – REVIEW EXISTING PROGRAMING DOCUMENTS

The Dokken team will research and review the initial programming documentation, including the Old Town Specific Plan, Strategic Action Plan and Community Revitalization Investment Authority Plan. The Dokken team will meet with the City to request and obtain any new data related to the project site, including new monumentation, as-builts from recent projects, and recent studies. The Dokken team will review previously prepared preliminary engineering data, designs, PS&E, and prior recommendations.

[Deliverable: Existing programming document review](#)

TASK 3 – INITIAL STAKEHOLDER ENGAGEMENT, INCLUDING CITY STAFF

The Dokken team will organize an initial meeting with all key personnel, stakeholders, design team members and the City. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and



responsibilities, identify critical project issues, and obtain consensus project delivery schedule. The Dokken team will provide guidance and samples of design solutions from similar projects that will achieve the objectives of this project.

***Deliverables:** Meeting minutes from Stakeholder Engagement meeting*

TASK 4 – INITIAL DESIGN SOLUTIONS TO CITY STAFF

Following the initial meeting with the City, the Dokken team will prepare provide guidance, documentation, and samples of design solutions to the City that achieve the objectives of the project. Once design solutions are identified, the Dokken team will dial in the consultant scope of work and design fee, construction cost (with contingency), and optional construction management fee. The Dokken team will review the estimate with the City and discuss potential scope or design changes (as needed) to stay within the project budget.

The Dokken team will prepare monthly progress reports to record the progress of the project and provide supporting data for invoices presented monthly to the City. The progress report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. The Dokken team will include progress reports with the monthly invoices.

The Dokken team will, within two (2) weeks of NTP, provide a detailed project baseline schedule to the City for review and comment. The schedule will be prepared using MS Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, the Dokken team will update the schedule monthly, to coincide with the City coordination meetings.

The Dokken team will monitor and control the effort and progress of the proposed services as follows: set up project accounting system, prepare subconsultant agreements, and monitor subconsultant progress and review/approve invoices.

***Deliverables:** Meeting minutes from scope review meeting, monthly progress reports, project schedule*

PHASE IB – CONCEPTUAL PLAN DEVELOPMENT

TASK 1 - CITY STAFF MEETINGS

The Dokken team will schedule and facilitate three (3) in-person meetings with the City staff and subconsultant Subtask leads to coordinate elements of the design and technical studies, review upcoming deliverables, and resolve project issues. The Dokken team will coordinate, attend, and present project specific updates to each stakeholder as needed to facilitate decisions to move the project forward. Virtual meetings will be scheduled as needed, up to six (6), to move the project forward.

The Dokken team will prepare monthly progress reports to record the progress of the project and provide supporting data for invoices presented monthly to the City. The progress report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. The Dokken team will include progress reports with the monthly invoices.

The Dokken team will prepare a detailed project baseline schedule for City review and comment. The schedule will be prepared using MS Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, the Dokken team will update the schedule monthly, to coincide with the City coordination meetings.

The Dokken team will monitor and control the effort and progress of the proposed services as follows: set up project accounting system, prepare subconsultant agreements, and monitor subconsultant progress and review/approve invoices.

***Deliverables:** Meeting Agendas and Meeting Minutes, Monthly progress reports, Project schedule*

TASK 2 – IDENTIFY GRANT OPPORTUNITIES

The Dokken team will assist the City in identifying grant funding opportunities. Potential sources for transportation funding include Solutions for Congested Corridors program, the Active Transportation Program, Local Partnership Program, State Transportation Improvement Program, local road funds, existing traffic impact fees in adjacent jurisdictions, transportation sales taxes, and other Federal Funding opportunities.

***Deliverable:** Written summary of grant opportunities*

TASK 3 – STANDARD DETAILS

The Dokken team will prepare standard details for the public right-of-way improvements selected for the Old Town Specific Plan, including pedestrian crossing details, paving material details, parking standards, placemaking features, and street-light



fixtures and spacing standards. MIG will prepare four (4) color renderings of the key focal points in the project design including the preferred materials and design options as directed by the City.

***Deliverables:** Standard details and four (4) color renderings of key focal points*

TASK 4 – DESIGN CONCEPTS - STREET IMPROVEMENTS

The Dokken team will provide conceptual street improvement plans including cross-sections that reduce Seventh Street from four lanes to two lanes and add street parking, pedestrian bulb-outs at intersections, a potential traffic-circle at Forrest Avenue, dedicated left turn lanes at key intersections, and other traffic-calming measures. The conceptual plans will identify opportunities for street closures by removable bollards in the downtown area of Seventh Street between Forrest Avenue and C Street. Other street enhancements to be evaluated include decorative pavement treatments, Route 66 pavement markings, and repair and restriping of damaged feeder streets. One (1) round of review is anticipated on the conceptual design.

***Deliverable:** Draft and Final Conceptual Street Improvement exhibit*

TASK 5 – DESIGN CONCEPTS – LIGHTING

The Dokken team will prepare a conceptual lighting standard for incorporation within the Old Town Specific Plan area and utilized as standard detail for all future development in the Specific Plan area. The Dokken team will explore designs for creative light standards that aid in placemaking for Old Town Victorville appropriate for both pedestrian and vehicle traffic. The Dokken team will provide options for lighting standards including pole and fixture designs, spacing, and foot candle averages that can be utilized within the Project area and deployed elsewhere in Old Town. One (1) round of review is anticipated on the conceptual design.

***Deliverable:** Draft and Final Conceptual Lighting exhibit*

TASK 6 – DESIGN CONCEPTS – LANDSCAPING

MIG will prepare a conceptual landscape plan that focuses on the use of native plants, ease of maintenance, climate appropriateness, and a strong unified theme for Old Town. Street trees are important for the project area as they enhance aesthetic quality and increase pedestrian comfort, strengthen pedestrian scale, buffer pedestrian walkways from the street, soften hardscapes, provide shade and visual enclosure, and contribute to the Old Town character. MIG will make every effort to maximize the number street trees within the corridor. Landscaping will be designed specifically to function within a high trafficked downtown area and should incorporate things like raised curbing, mature shrubbery, fencing, tree grates, and other tools to prevent negative impacts caused by pedestrians. MIG will review the Old Town Specific Plan plant palettes and other public landscape design features and will provide modified designs and options base on past experiences. One (1) round of review is anticipated on the conceptual design.

***Deliverable:** Draft and Final Conceptual Landscaping exhibit*

TASK 7 – DESIGN CONCEPTS - LOW VOLTAGE

EEI will design a video surveillance system at main points of entry to the Seventh Street corridor. A speaker sound system will be designed into the streetscape of Seventh Street to add to the ambiance during business hours and allow for broadcast announcements. All low voltage systems will be designed with the latest technologies and will allow for easy integration with City systems with the ability to be controlled remotely. One (1) round of review is anticipated on the conceptual design.

***Deliverable:** Draft and Final Conceptual Low Voltage exhibit*

TASK 8 – DESIGN CONCEPTS – PLACEMAKING

MIG will provide design options for signage for Old Town including cohesive public signage for directional or wayfinding purposes, a community banner that spans across Seventh Street, and light pole banners. MIG will specify locations for streetscape furnishings including trash receptacles, benches, bike racks, public art installations, and the installation of speaker systems that play ambient music and provide broadcast capabilities. The placemaking design concept will include opportunities for public art installations, utilizing the Route 66 theme where appropriate. Examples could include art in the center of the proposed roundabout on Forrest Avenue as well as decorative sidewalk stamping in the project area. MIG will produce a placemaking design concept that will result in a pedestrian-friendly downtown experience. In addition, MIG will advise on selection of lighting standards to ensure compliance with the Old Town Specific Plan. One (1) round of review is anticipated on the conceptual design.

***Deliverable:** Draft and Final Conceptual Placemaking exhibit*



TASK 9 – DESIGN CONCEPTS – PARKING

The Dokken team will design on-street parking along Seventh Street in the project area utilizing a combination of parallel parking stalls and angled parking stalls. The Dokken team will design the rehabilitation at public parking lots at Seventh Street and B Street and C Street and Eighth Street including resurfacing, restriping, landscaping, and lighting improvements. One (1) round of review is anticipated on the conceptual design.

[Deliverable: Draft and Final Conceptual Parking exhibit](#)

TASK 10 – COST ESTIMATES

The Dokken team will update the construction cost estimate based on the conceptual design. The construction estimate will include a list of major bid items, unit cost, contingencies, and total construction cost. The Dokken team will review the estimate with the City and discuss potential scope or design changes (as needed) to stay within the project budget. One (1) round of review is anticipated on the conceptual cost estimate.

[Deliverable: Draft and Final Conceptual Cost Estimate](#)

TASK 11 - PUBLIC MEETINGS

The Dokken team will attend up to three (3) public meetings during the conceptual phase and will prepare public outreach materials including fact sheets, invitations, and project posters. The Dokken team will prepare a presentation and the necessary graphics to convey the major design features of the project and the approximate limits impacted by construction.

[Deliverables: Public meeting presentation and graphics](#)

PHASE IC – FINAL CONSTRUCTION PLANS

Final construction plans will be prepared for the length of Seventh Street from the general area of Yucca Avenue and Center Street to D Street; feeder streets one block in each direction; and two existing public parking lots located at Seventh Street and B Street and C Street and Eighth Street.

TASK 1 – FINAL CONSTRUCTION PLANS - STREET IMPROVEMENTS

The Dokken team will prepare a complete set of street improvement plans in accordance with requirements provided by the Engineering Department including cross-section details that include the final design of the reduction of Seventh Street from four lanes to two lanes with an introduction of street parking, pedestrian bulb-outs at intersections, a traffic-circle at Forrest Avenue, dedicated left turn lanes at key intersections as recommended in the 2018 Old Town Traffic Study, and other traffic-calming measures. The street improvement plans will include the placement of removable bollards between Forrest Avenue and C Street as a street closure measure. The plans will specify the locations for street enhancements including decorative pavement treatments, pedestrian bulb-outs, Route 66 pavement markings, and pavement rehabilitation. Dokken will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E.

All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block and shall consist of:

- Title Sheet – include title sheet per current City requirements.
- Detail Sheets – include typical sections and other details as required.
- Plan & Profile – include required plan and profile sheets for all public improvements

[Deliverables: Street Improvement Plans, AutoCAD design files](#)

TASK 2 – FINAL CONSTRUCTION PLANS – LIGHTING

The Dokken team will provide lighting studies and perform evaluations, including the submittal of a photometric analyses, to provide a lighting plan specific to Seventh Street and any necessary feeder streets, as well as two public parking lots in Old Town located at the southwest corner of Seventh Street and B Street and the northwest corner of Eighth Street and C Street per Task 15 Lighting Studies and Photometric Plan. Based on the results of the lighting studies and photometric analysis, the Dokken team will prepare lighting plans. The lighting plans will include lighting standard details, specific placement locations, spacing and distance light standards, and a photometric plan indicating adequate foot candle amounts. The lighting plans will include the Seventh Street corridor and its feeder streets along with the public parking facilities identified in the conceptual development phase. Dokken will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

[Deliverables: Lighting Plans, AutoCAD design files](#)



TASK 3 – FINAL CONSTRUCTION PLANS – LANDSCAPING

The landscaping plans will include plant palettes and irrigation for Seventh Street, the public parking facilities, and other areas identified during the conceptual development phase. The landscaping will be designed to function within a high utilized downtown area and will incorporate landscape features such as raised curb, seat walls, planter walls, stairs and handrails, fencing and gates, mature shrubbery, and tree grates to minimize pedestrian impacts. The landscape plans will address new or upgraded landscaping as identified in the conceptual plan approval of Phase 1B. Final plans will indicate specific plant materials along with plant quantities and spacing, and Code compliant irrigation plans.

The Final Construction Plans for Landscaping will include the following items:

- Landscape construction schedule and notes sheet documenting the approved landscape material selections (i.e., hardscape materials and finishes, site furnishings, light standards), and providing general written information for landscape construction.
- Landscape construction plan, section, and detail sheets documenting the general design, construction, and layout of landscape elements: flatwork, seat walls & planter walls, stairs & handrails, on-structure planters (coordinated with structural engineer), fences & gates, lighting (coordinated with lighting designer), furniture (including anchorage), and root cells.
- Landscape irrigation schedule and notes sheet documenting the approved irrigation equipment list and providing general written information for irrigation system installation.
- Landscape irrigation plans and detail sheets. At this stage, plans will be limited to hydrozoning, point of connection information, and mainline routing; detail sheets will include Client's standard irrigation details where applicable.
- Landscape planting schedule and notes sheet documenting the approved plant material selections and providing general written information for landscape planting installation.
- Landscape planting plan and detail sheets. Plans will be limited to existing and proposed tree locations (shrub and groundcover species will be shown as hatches); detail sheets will include Client's standard planting details where applicable.

MIG will provide the following milestone submittals during the final construction phase: 30% 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

[Deliverables: Landscaping Plans, AutoCAD design files](#)

TASK 4 – FINAL CONSTRUCTION PLANS – LOW VOLTAGE

The low voltage plans will integrate the landscaping design and will include the installation of conduit for the video surveillance and speaker systems. EEI will design for a discrete video surveillance system at main points of entry to the Seventh Street corridor. A speaker sound system will be designed into the streetscape of Seventh Street to add to the ambiance during business hours, broadcast announcements as needed and deter loitering during non-business hours. All low voltage system will be designed with the latest technologies in a manner that integrates with City systems, with the ability to be controlled and/or viewed remotely. Electrical outlets will be integrated at appropriate locations for utilization in future street fair events and other community activities. EEI will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

[Deliverables: Low Voltage Plans, AutoCAD design files](#)

TASK 5 – FINAL CONSTRUCTION PLANS – PLACEMAKING

The placemaking plans will include details and specifications for all placemaking amenities and furnishings for a cohesive public signage for directional or wayfinding purposes, designs for the installation of a community banner that spans across Seventh Street in an appropriate welcoming location, light pole banners, and more. Placemaking plans may also include cohesive streetscape furnishings like trash receptacles, benches, bike racks, public art installations, and the installation of conduit and speaker systems that play ambient music to create a superior pedestrian experience as approved within the conceptual review process of Phase 1B. Electrical outlets should be integrated into meaningful and appropriate locations for utilization in street fair events and other community activities. The Dokken team will identify opportunities for public art installations, utilizing the Route 66 theme where appropriate. Examples could include art in the center of the proposed roundabout on Forrest Avenue as well as decorative sidewalk stamping in the project area. MIG will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.



***Deliverables:** Placemaking Plans, AutoCAD design files*

TASK 6 – FINAL CONSTRUCTION PLANS – PARKING

The Dokken team will prepare parking plans that include design for on-street parking along Seventh Street in the project area utilizing parallel parking stalls, angled parking stalls, or some variation of both. Public parking lots at Seventh Street and B Street and C Street and Eighth Street will be repaired and restriped, with landscaping and lighting improvements incorporated as well. The Dokken team will ensure that parking facilities are accessible and compliant with PROWAG (Public Right of Way Accessibility Guidelines) as applicable. The Dokken team will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

***Deliverables:** Parking Plans, AutoCAD design files*

TASK 7 – CIVIL IMPROVEMENT PLANS

The Dokken team will develop civil improvement plans that will include pedestrian walkways, seat walls, planter walls, stairs and handrails, fencing and gates, and other pedestrian facilities. The Dokken team will work closely with the landscape and electrical teams to ensure a cohesive Route 66 design that incorporates motorist, cyclist, and pedestrians. The Dokken team will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

***Deliverables:** Civil Improvement Plans, AutoCAD design files*

TASK 8 – TRAFFIC SIGNAL IMPROVEMENT PLANS

Dokken will perform field visit at each signalized intersection within the project (B Street and Forrest Avenue) and review the newly constructed as-built improvements to the traffic signals. Depending on the upgraded geometric and striping improvements of the Old Town Streetscape Project, modification to the existing traffic signals will be needed. This modification may include relocation of the push button posts and the pedestrian ADA pushbutton if bulbouts and new crosswalks are installed. The plans would also include traffic signal removal plans if the traffic signal at the Forrest Avenue intersection is removed, and a roundabout constructed in its place. Traffic signal modification or removal plans will be prepared for any improvements or modifications to the existing signals. Dokken will provide the following milestone submittals during the final construction phase: 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

***Deliverables:** Traffic Signal Improvement Plans, AutoCAD design files*

TASK 9 – UTILITY PLANS

Task 9.1 Utility Plans

The Dokken team will review the existing utilities against the proposed improvements to create a utility conflict matrix. Based on the information gathered, the Dokken team will prepare conflict maps for each utility owner highlighting the location of identified conflicts with recommendations to resolve utility conflicts. If determined necessary by the City, the Dokken team will coordinate with utility owners to develop utility protection measures or relocations during the design process. Dokken will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

***Deliverables:** Utility Plans, AutoCAD design files*

TASK 10 - DRAINAGE STUDY

The Dokken team will prepare a Drainage Study technical memorandum to document the pre- and post- drainage conditions within the project limits include hydrologic and hydraulic analysis based on the City's criteria. The memorandum will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, and any issues of special concern or significance. The Dokken team will provide the following milestone submittals during the final design phase: 60% and Final PS&E.

***Deliverables:** Draft and Final Drainage Study*

TASK 12 – GRADING PLANS

The Dokken team will prepare a grading plan showing the finished grade contours of all street improvements including bulb-outs intersections, curb ramp and driveway modifications, a potential traffic-circle at Forrest Avenue, raised medians, and curb and gutter modifications. Modifications to existing storm drain facilities or new storm drain facilities will be included on



the grading plans. The Dokken team will utilize the existing roadway profile and cross slopes (where possible) to minimize grading and maintain existing drainage patterns. The Dokken team will provide the following milestone submittals during the final construction phase: 30%, 60%, 90%, and Final PS&E. All plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, with City of Victorville Engineering title block.

***Deliverables:** Grading Plans, AutoCAD design files*

TASK 14 – STANDARD DETAILS AND SPECIFICATIONS

The Dokken team will review the standard details and features with the City that were selected during the conceptual development phase. The standard details will be compiled in a Features Manual as a guide for future development and improvements throughout the Old Town Specific Plan. The specifications for the PS&E package will be prepared using the City's boilerplate and the latest edition of the Greenbook except for traffic signals and signing/stripping that will be prepared using Caltrans specifications.

***Deliverables:** Standard Details and Specifications*

TASK 15 – LIGHTING STUDIES AND PHOTOMETRIC PLAN

The Dokken team will prepare lighting studies and past experience working within Old Town and downtown areas to justify proposed lighting levels. Lighting levels will be designed to promote safety and visibility while retaining an ambiance suitable for both a downtown atmosphere and residential areas.

***Deliverables:** Draft and Final Lighting Study and Photometric Plan*

TASK 16 – COMPLETE COST ESTIMATES

The Dokken team will provide an updated cost estimate with each milestone submittal (30%, 60%, 90%, Final). Major changes in quantity or unit costs from the previous submittal will be identified and shared with the City. The contingency will be adjusted accordingly as the level of detail progresses. The Dokken team will review each milestone of the estimate with the City and discuss potential scope or design changes (as needed) to stay within the project budget.

***Deliverables:** Cost Estimates*

TASK 17 - CITY STAFF MEETINGS

The Dokken team will schedule and facilitate up to nine (9) virtual meetings with the City staff and subconsultant Subtask leads to coordinate elements of the design and technical studies, review upcoming deliverables, and resolve project issues. The Dokken team will coordinate, attend, and present project specific updates to each stakeholder as needed to facilitate decisions to move the project forward.

The Dokken team will prepare monthly progress reports to record the progress of the project and provide supporting data for invoices presented monthly to the City. The progress report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. The Dokken team will include progress reports with the monthly invoices.

The Dokken team will prepare a detailed project baseline schedule for City review and comment. The schedule will be prepared using MS Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, the Dokken team will update the schedule monthly, to coincide with the City coordination meetings.

The Dokken team will monitor and control the effort and progress of the proposed services as follows: set up project accounting system, prepare subconsultant agreements, and monitor subconsultant progress and review/approve invoices.

***Deliverables:** Meeting Agendas and Meeting Minutes, Monthly progress reports, Project schedule*

TASK 18 - PUBLIC MEETINGS

The Dokken team will attend up to one (1) public meeting during the final plan phase and will prepare public outreach materials including fact sheets, invitations, and project posters. The Dokken team will prepare a presentation and the necessary graphics to convey the major design features of the project and the approximate limits impacted by the construction.

***Deliverables:** Public Meeting presentation and graphics*



TASK 19 – COMPLETE SET OF FINAL DESIGN DEVELOPMENT DOCUMENTS

The Dokken Team will review and respond to City comments for each milestone of the project. Once all comments are addressed, Dokken will compile the final ready for advertisement PS&E package. All plans will be prepared at 1" = 20' scale, on 24" x 36" improvement plan sheets with City of Victorville Engineering title block. Dokken will submit the final advertisement drawings to the City on Mylar sheets and in digital format (AutoCAD).

Deliverable: Mylar plan sheets for bidding

TASK 20 – PLAN CHECK TO PERMIT ISSUANCE

The Dokken team will investigate, and process all required permits including the following: National Pollution Discharge Elimination System (NPDES), City Departments of Building and Safety, Public Works, Planning, and California Environmental Quality Act (CEQA) process, study, and determination. The Dokken team will coordinate with City staff to ensure consistency between project plans and the CEQA project description, and to ensure any project design features or mitigation measures (if needed) are feasible and incorporated into the design plans.

The project proposes improvements to existing City-owned infrastructure, which would qualify for a CEQA 15301(c) Categorical Exemption (CE). The Dokken team will prepare a CEQA NOE for the City's use. The City would be responsible for any County Clerk recording fees and filing. The Dokken team will assist the City with submission of the NOE to the State Clearinghouse's online portal.

Deliverable: Permit Applications and Coordination, Notice of Exemption

PHASE II – PROJECT ADMINISTRATION SERVICES AND SUPPORT (OPTIONAL)

TASK 1 – PROJECT ADMINISTRATION SERVICES (OPTIONAL)

Task 1.1 Oversight of Project Bid Process (OPTIONAL)

The Dokken team will provide bidding support, including attending the pre-bid meeting and job walk, responding to contractor requests for information (RFI's), and attend pre-construction meetings. Preparation of bidding addendums will be coordinated with City staff. The Dokken team will prepare a Resident Engineers (RE) Pending file. The RE Pending file will include as-built drawings, quantity calculations forms, right of way agreements, applicable reports, applicable correspondence, monumentation data, public agency contacts, and specifications.

Deliverables: Responses to Advertising inquiries, RE Pending File

Task 1.2 Coordinate Between Contractor and The City (OPTIONAL)

The Dokken team will provide technical design support during construction and prepare plan revisions requested by the City to accompany change orders. The Dokken team will prepare written responses to up to 40 Requests for Information (RFIs). The Dokken team will assist the Resident Engineer and/or Construction Manager in preparing, reviewing, and recommending resolutions to up to 10 Construction Change Orders (CCOs). The Dokken team will prepare or modify plans, estimates and other construction support activities as requested by the City. The effort required to complete the requested work will be agreed upon between the Dokken team and the City. The Work Orders will be documented in a memo format and will require approval from the City. Approved Work Orders will begin upon Notice to Proceed. This task includes budget for anticipated design support during construction by Dokken Engineering's subconsultants.

Deliverable: Design support during construction work products

Task 1.3 Attend Construction Meetings (OPTIONAL)

The Dokken team will attend construction meetings, including a pre-construction meeting, field review meetings, construction progress meetings, and a public meeting to review progress of construction, discuss RFIs and CCOs, and review the schedule. The Dokken team will attend up to 24 construction progress meetings and 10 site meetings.

Deliverable: Construction meeting attendance

Task 1.4 Conduct Site Visits as Necessary During Construction (OPTIONAL)

The Dokken team will conduct up to 12 site visits to monitor construction progress and compliance with plans and specifications.

Deliverable: Construction site visits



ADDITIONAL OPTIONAL SERVICES

TASK 3 – RIGHT OF WAY ENGINEERING (OPTIONAL)

Task 3.1 Acquisition Support

Upon determination of right of way acquisition needs, UNICO will prepare plats and legal descriptions as needed for the project. Plats and legal descriptions will be prepared for right of way acquisition, easements and temporary construction easements (TCE). UNICO will prepare preliminary plats and legal descriptions for agency review. Upon approval, UNICO will prepare final signed and stamped plats and legal descriptions. The exact amount and locations will be determined during design and project needs. For this proposal, UNICO will assume the preparation of six (6) right of way fee acquisitions and six (6) TCE documents. The total number of plats and legal descriptions that will be prepared will be twelve (12).

Deliverables: Plats and Legal Descriptions (12)

Task 3.2 Property Owner Exhibits

After reconciliation of the right of way base map, the Dokken team will determine permanent right-of-way and temporary construction easement requirements for each parcel. These needs will be depicted on individual parcel exhibits. These exhibits will include an aerial photograph of the parcel, with the boundary survey, owner, APN, address, parcel size and take area all shown. The exhibits will be used by the team and City staff during the appraisal and acquisition discussions with the property owner.

Deliverables: Property Owner Exhibits (12)

TASK 4 – PREPARE RECORD DRAWINGS/AS-BUILTS (OPTIONAL)

The Dokken team will prepare the record drawings based on red-lined plans provided by the Resident Engineer and documentation in our files from RFI's. The red lined plans should include any changes from the bid plans, including those documented in RFI's. The Record Drawings will be prepared in AutoCAD Format. The Dokken team will prepare the final as-builts, modifying the original bid drawings electronically. The drafted as-built plans will be returned to the Resident Engineer for back-checking and signature before finalizing them.

Deliverables: Record Drawings

EXHIBIT B

COST PROPOSAL

See Attachment

EXHIBIT B

CITY OF VICTORVILLE, CALIFORNIA

SECTION V.
FORMS

RFP FOR DESIGN SERVICES FOR OLD TOWN STREETScape IMPROVEMENT PROJECT NO. JM25-007

PROPOSAL FORM

The undersigned declares he has carefully examined the locations of the proposed work, the Scope of Services, and Contract Documents; and being familiar with all the conditions surrounding the work. All of the aforementioned shall be done in accordance with said Scope of Services and all applicable addenda.

DESCRIPTION	PRICE (\$)
PHASE IA - PROGRAMMING & DUE DILIGENCE ACTIVITIES	
TASK 1 - ANALYSIS OF PHYSICAL CONDITIONS	\$44,720.00
TASK 2 - REVIEW EXISTING PROGRAMING DOCUMENTS	\$10,470.00
TASK 3 - INITIAL STAKEHOLDER ENGAGEMENT, INCLUDING CITY STAFF	\$29,590.00
TASK 4 - INITIAL DESIGN SOLUTIONS TO CITY STAFF	\$44,010.00
TOTAL PHASE IA - PROGRAMMING & DUE DILIGENCE ACTIVITIES	\$128,790.00
PHASE IB - CONCEPTUAL PLAN DEVELOPMENT	
TASK 1 - CITY STAFF MEETINGS	\$29,470.00
TASK 2 - IDENTIFY GRANT OPPORTUNITIES	\$5,560.00
TASK 3 - STANDARD DETAILS	\$68,045.00
TASK 4 - DESIGN CONCEPTS - STREET IMPROVEMENTS	\$35,750.00
TASK 5 - DESIGN CONCEPTS - LIGHTING	\$16,530.00
TASK 6 - DESIGN CONCEPTS - LANDSCAPING	\$108,007.00
TASK 7 - DESIGN CONCEPTS - LOW VOLTAGE	\$25,330.00
TASK 8 - DESIGN CONCEPTS - PLACEMAKING	\$70,605.00
TASK 9 - DESIGN CONCEPTS - PARKING	\$13,400.00
TASK 10 - COST ESTIMATES	\$21,800.00
TASK 11 - PUBLIC MEETINGS	\$40,030.00
TOTAL PHASE IB - CONCEPTUAL PLAN DEVELOPMENT	\$434,527.00
PHASE IC - FINAL CONSTRUCTION PLANS	
TASK 1 - FINAL CONSTRUCTION PLANS - STREET IMPROVEMENTS	\$142,645.00
TASK 2 - FINAL CONSTRUCTION PLANS - LIGHTING	\$35,070.00
TASK 3 - FINAL CONSTRUCTION PLANS - LANDSCAPING	\$65,921.00
TASK 4 - FINAL CONSTRUCTION PLANS - LOW VOLTAGE	\$45,955.00
TASK 5 - FINAL CONSTRUCTION PLANS - PLACEMAKING	\$33,385.00
TASK 6 - FINAL CONSTRUCTION PLANS - PARKING	\$42,180.00
TASK 7 - CIVIL IMPROVEMENT PLANS	\$91,160.00
TASK 8 - TRAFFIC SIGNAL IMPROVEMENT PLANS	\$16,275.00
TASK 9 - UTILITY PLANS	\$26,690.00
TASK 10 - DRAINAGE STUDY	\$18,620.00
TASK 11 - GRADING PLANS	\$34,495.00
TASK 12 - STANDARD DETAILS AND SPECIFICATIONS	\$53,222.00
TASK 13 - LIGHTING STUDIES AND PHOTOMETRIC PLAN	\$15,670.00
TASK 14 - COMPLETE COST ESTIMATES	\$32,030.00
TASK 15 - CITY STAFF MEETINGS	\$58,200.00
TASK 16 - PUBLIC MEETINGS	\$9,800.00
TASK 17 - COMPLETE SET OF FINAL DESIGN DEVELOPMENT DOCUMENTS	\$17,025.00
TASK 18 - PLAN CHECK TO PERMIT ISSUANCE	\$18,700.00
TOTAL PHASE IC - FINAL CONSTRUCTION PLANS	\$757,043.00
Admin Fees:	\$0.00

EXHIBIT B

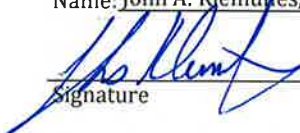
DESCRIPTION	PRICE (\$)
PHASE II - PROJECT ADMINISTRATION SERVICES AND SUPPORT (OPTIONAL)	
TASK 1 - PROJECT ADMINISTRATION SERVICES (OPTIONAL)	\$263,625.00
Task 1.1 - Oversight of Project Bid Process	\$82,685.00
Task 1.2 - Coordinate Between Contractor and the City	\$113,795.00
Task 1.3 - Attend Construction Meetings	\$17,275.00
Task 1.4 - Conduct Site Visits as necessary during Construction	\$49,870.00
TOTAL PHASE II - PROJECT ADMINISTRATION SERVICES AND SUPPORT (OPTIONAL)	\$263,625.00
Admin Fees:	\$0.00
ADDITIONAL OPTIONAL SERVICES (OPTIONAL)	
TASK 1 - RIGHT OF WAY ENGINEERING (OPTIONAL)	\$32,562.00
TASK 2 - PREPARE RECORD DRAWINGS/AS-BUILTS (OPTIONAL)	\$10,450.00
TOTAL ADDITIONAL OPTIONAL SERVICES (OPTIONAL)	\$43,012.00
Admin Fees:	\$0.00
TOTAL PROPOSAL AMOUNT WITHOUT OPTIONAL TASKS:	\$1,320,360.00
TOTAL PROPOSAL AMOUNT WITH OPTIONAL TASKS:	\$1,626,997.00

Consultant's Name: Dokken Engineering

Company Name: Dokken Engineering

Phone: 916-858-0642 Fax: 916-858-0643 Email: jklemunes@dokkenengineering.com

Name: John A. Klemunes, Jr.


 Signature
 President
 Title
 1/21/2025
 Date

NOTE: COST PROPOSAL SHEETS (PAGES 26 & 27) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR JM25-007 DESIGN SERVICES FOR OLD TOWN STREETScape IMPROVEMENT PROJECT"