

Julie Procopio, P.E.
Assistant Director of Public Works/Engineering
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4001 Fax: 760-839-4597

September 9, 2015, 2015

To Whom It May Concern:

SUBJECT: REQUEST FOR PROPOSALS FOR DESIGN OF THE ESCONDIDO CREEK BIKEWAY MISSING LINK PROJECT

Dear Sir or Madam:

The City of Escondido is seeking proposals for design of the Escondido Creek Bikeway Missing Link Project. The project involves construction of a missing section of the Escondido Creek Class I bikeway (bike path) between the Escondido Transit Center, Escondido's historic downtown and Grape Day Park. The project will also provide a direct connection between the Escondido Transit Center, the Inland Rail Trail (a regional Class I bikeway that will connect Escondido with the beaches of Oceanside), and Escondido's Downtown area. Design services are to include preparation of plans, specifications and estimates. Three copies of consultant's proposal are to be submitted on or before **4:00 pm on Friday, October 2, 2015** to the Engineering Division of the Public Works Department at 201 North Broadway, Escondido.

PROJECT LOCATION AND INFORMATION

The project location is shown in the attached Exhibit A. The project completes a half mile gap in the Escondido Creek Trail and Inland Rail Trail that is a combined 26.3 miles long. The Escondido Creek Bike Path terminates along the eastern side of North Broadway near the intersection of Woodward Avenue. The Missing Link project consists of five sections to complete the gap:

- A traffic signal is proposed at the intersection of North Broadway and Woodward Avenue to allow pedestrians and bicyclists to cross, which is identified on the current Bicycle Master Plan. A Class I (or Class IV) bikeway would be installed along the western side of North Broadway from Woodward Ave to the Grape Day Park where a pedestrian/bicycle bridge (Class I) would be installed across the creek (approx. 41 feet in length). The Class I bikeway (bike path) would continue into Grape Day Park.
- Along North Broadway, Class II bikeways (bike lanes) would be striped on both sides of the street to Valley Parkway. On the west side of North Broadway, bike lanes would be stripped from Park entrance to Valley Parkway. Parking and lane widths have to be revised to accommodate for the Class IV and Class II bikeways.

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- Lanes along Valley Parkway would be narrowed to accommodate a separated two-way bikeway (bike path or cycle track) along the northern side of the roadway. Bicyclists would cross Escondido Boulevard and Centre City Parkway at the existing signalized intersection, new signals for bicycles going east would be added.
- A Class I bikeway (bike path) would be installed along the western side of Centre City Parkway from Valley Parkway to the Escondido Creek Channel.
- A Class I bikeway (bike path) would be installed along the southern side of the Escondido Creek to Quince Street where it would connect to the Transit Station and the existing Class I bikeway (bike path).

Completion of the Missing Link of the Escondido Creek Bikeway and the provision of a safe, designated route connecting the Transit Station to the Bikeway has been identified as a priority active transportation project in the City of Escondido. A CEQA Categorical Exemption has been adopted as part of the City of Escondido Bicycle Master Plan, adopted October 2012, for the projects in the plan. The City of Escondido successfully secured an Active Transportation Program grant to fund the Project. The application documents as well as the Grant Agreement may be viewed on the City's website at <http://www.escondido.org/escondido-creek-bikeway-missing-link-project.aspx>. In addition, the City's Bicycle Master Plan can be found at: [Bicycle Master Plan](#)

POSSIBLE PROJECT CONSTRAINTS AND/OR CHALLENGES

- Limited available right-of-way at intersections
- Bike signal head modifications to existing traffic signals
- Cycle Track crossing treatments at driveways and intersections
- Designing new striping plans for streets with the new bikeways
- Incorporating latest standards in bikeway design (specifically class IV bikeways and bike boxes)
- Bike crossings at intersections adjacent to crosswalks
- Challenges to accommodate the Cycle Track on East Valley Parkway between Escondido Blvd. and Centre City Parkway due to the bus stop, and the queue jumper lane

WORK TO BE PERFORMED BY CONSULTANT

- Services shall include preparation of plans, specifications and a cost estimate, which shall be submitted at 30%, 60%, 90% and 100% stage.
- The City will provide the Consultant with a copy of its standard special provisions and the consultant shall prepare project special provisions and technical specifications using the Standard Specifications for Public Works Construction (Greenbook) as a base.
- Consultant shall provide survey and base map data.

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- Consultant should include facilitation and materials for two community meetings
- Consultant shall perform signal timing analysis to include revisions for bikes, pedestrians and motor vehicles; to incorporate minimum yellow clearance intervals for vehicles, bicycle minimum green times and pedestrian timing values per the latest edition of CA-MUTCD.
- Construction support, bid support, utility and stakeholder coordination.
- Consultant shall be responsible for tasks listed in Attachment C of the Grant Agreement, including, but not limited to Baseline Data Collection, Design Development and Community Meetings, Quarterly Reports, Media and Community Outreach Coordination and Photo Documentation.

Although the scope of the project is well defined as noted in the grant application document, consultant is encouraged to carefully review the current preliminary design and offer any improvements that they can identify.

ENVIRONMENTAL

City staff expects that the planned project will be found exempt from CEQA. A Notice of Exemption to construct the Escondido Creek Bikeway Missing Link Project will be prepared by the City. The consultant's role in the environmental review process will be to provide a brief letter to the City Planning staff requesting the finding of exemption from CEQA with a short description of the Project accompanied by preliminary plans.

SCHEDULE

The Grant Agreement calls for 15 month duration for the design of this project; however it is desired to complete the project sooner than this. The consultant will be required to make diligent and timely progress toward completion of the Project as consistent with SANDAG Board Policy No. 035.

CONTENTS OF THE PROPOSAL

1. Proposed Project Team
List roles and responsibilities of all team members
2. Project Team Qualifications and References
Include information on the qualification of all team members. Team members should have demonstrated experience in design and construction of bikeway facilities and traffic signals. Please include a list of representative and similar past projects with a contact's name and phone number in your proposal. Past performance on ATP/Sandag projects is desirable. Any sub-consultants used for supporting services not performed by members of your firm must be listed separately in your proposal.

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3. Scope of Work and Approach

Include information on the Consultant's approach to the project, potential challenges and how these challenges will be addressed.

4. Proposed Fee for Services

Provide detailed information on the number of hours assigned to each task and the associated hourly rate for each of the team members.

5. Proposed Schedule

Provide information outlining the schedule for major milestones in project design.

GENERAL

Enclosed is a copy of the City's standard form of contract for professional services. Please take note of the insurance requirements detailed in Paragraph No. 8. Be sure to review your current insurance policy and verify that your firm's coverage meets these minimum requirements. You will be required to provide an insurance certificate before entering into a contract with the City. Consultant work shall be in accordance with the Grant Agreement and design should comply with grant application.

SELECTION PROCESS

The proposals will be evaluated based on the qualifications of the proposed team for design of similar projects, proposed schedule and the value for the service provided. The highest rated firm(s) will be interviewed by the City of Escondido.

It is requested that any questions be submitted in writing to the attention of Abraham Bandegan, Associate Engineer, abandegan@escondido.org.

Sincerely,

Julie Procopio, P.E.
Assistant Director of Public Works



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this [redacted] day of [redacted], 20[redacted].

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

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

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

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

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2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$ [REDACTED]. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney:
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active

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negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;

- b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
 11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
 12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
 13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
 14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
 15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
 16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
 17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

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18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Signature

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Department or Division Head Name & Title

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

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

CITY OF ESCONDIDO

Date: _____

Clay Phillips
City Manager

Date: _____

Department or Division Head

Date: _____

(Contractor signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____