



Julie Procopio, P.E.
Assistant Director of Public Works/Engineering
201 North Broadway, Escondido, CA 92026
Phone: 760-839-4001 Fax: 760-839-4597

March 10, 2016

To Whom It May Concern:

SUBJECT: REQUEST FOR PROPOSALS FOR DESIGN OF THE TRANSIT CENTER ACTIVE TRANSPORTATION CONNECTIONS PROJECT

Dear Sir or Madam:

The City of Escondido is seeking proposals for design of the Transit Center Active Transportation Connections Project. The Project involves construction of infrastructure to connect the Escondido Transit Center (ETC) with the Gateway Center to the west by extending the sidewalk on Valley Parkway and the addition of a pedestrian bridge over the Spruce Street Channel. The project will also stripe bike lanes on Valley Parkway and on Quince providing a connection between the ETC and the Mercado/Grand Avenue Smart Growth Project Area to the southeast. Design services are to include preparation of plans, specifications and estimates. Three copies of consultant's proposal are to be submitted on or before 3:00 pm on Friday, April 8, 2016 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 City of Escondido successfully secured a Smart Growth Incentive Program (SGIP) grant to fund the Project. The application documents as well as the Grant Agreement may be viewed on the City's website at <https://www.escondido.org/escondido-transit-center-active-transportation-connections-project.aspx>. SANDAG's SGIP provides funding for transportation-related infrastructure improvements and planning efforts that support smart growth development. SGIP goals are to encourage comprehensive public infrastructure projects and planning activities that facilitate compact, mixed-use development focused around public transit, and that aim to increase housing and transportation choices, reduce greenhouse gas emissions, and improve public health. The SGIP seeks to fund projects that can serve as models around the region and attract private development.

The Transit Center Active Transportation Connections Project area is within the ES-1 designation of SANDAG's 2014 Smart Growth Concept Map (Town Center). The Escondido Transit Center's design included an extension of the sidewalk on Valley Parkway and the addition of a pedestrian bridge over the Spruce Street Channel. The

March 10, 2016

Request for Proposals: Transit Center Active Transportation Connections Project
Page 2

pedestrian bridge was not constructed, resulting in an asphalt berm extending into the traffic lanes on Valley Parkway. The City is revising NCTD's 2006 design (see attached Exhibit B) to accommodate the expansion of the box culvert and to address drainage issues in the Spruce Street Channel. In addition to pedestrian bridge design, the project includes the following components:

- Construction of a new box culvert under Valley Parkway to convey 50-year peak flow rates, including wing walls, splitter walls and associated rip rap energy dissipation.
- Removal of non-native vegetation in the Spruce Street creek to open up sight lines into the ETC.
- Striping bike lanes on Valley Parkway (South Auto Parkway to Quince).
- Striping bike lanes on Quince (Valley Parkway to Grand Avenue).

These infrastructure improvements will allow pedestrian and bicycle traffic between the Transit Center and the Gateway Center to the west, increase awareness of the presence of the channel as a natural waterway in Escondido, and add development value to surrounding properties.

Completion of the Escondido Transit Center Active Transportation Connections Project and the provision of a safe, designated route connecting the Transit Station with the Gateway Center to the west and Mercado/Grand Avenue Smart Growth Project Area to the southeast has been identified as a priority smart growth project in the City of Escondido.

The Transit Center Active Transportation Connections Project is the first phase of a larger overall project called the Spruce Street Creek Rehabilitation Project. Preliminary design of the Spruce Street Creek Project has been completed and its Final Mitigated Negative Declaration (FMND) was approved at the February 10, 2016 City Council meeting. The 30% preliminary design drawings may be viewed on the City's website at <https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/sprucestreet/siteplan.pdf> and are also attached as Exhibit C. The FMND for the Spruce Street Creek Project may be viewed on the City's website at: <https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/sprucestreet/FinalMNDSpruceSt.pdf>. Although the City has obtained environmental clearance for the project associated with the RFP, the City will also need to obtain permits from Fish & Wildlife, Regional Water Quality Control Board and Army Corps of Engineers.

This project will not need Right-of-Way Acquisition. Plans for the Spruce Street Pedestrian Bridge were originally prepared by NCTD in conjunction with the construction of the SPRINTER Light Rail project. The City is working with the North

March 10, 2016

Request for Proposals: Transit Center Active Transportation Connections Project
Page 3

County Transit Board for an easement to construct the pedestrian bridge. The City has an easement for the public street (recorded as instrument 74-260182) and sanitary sewer and appurtenances (recorded as instruments 10314 in 1960 and 103013 in 1960). NCTD representatives have indicated very strong support for this project.

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.
- Services shall include a project-specific hydrologic and hydraulic study to confirm box culvert sizing and to complete design.
- Consultant should include facilitation and materials for two community meetings.
- Construction support, bid support, utility and stakeholder coordination.
- Assistance with environmental permitting, including any required updates to biological mapping, preparing permit applications and coordinating with permitting agencies.
- Coordination with NCTD for bridge, box culvert and bike lanes and coordination with Caltrans for bike lane within State right of way.

ENVIRONMENTAL

As noted above the environmental clearance for this project is included in the Final Mitigated Negative Declaration for the Spruce Street Drainage Improvements which was approved at Escondido City Council on February 10, 2016 and may be viewed on the City's [website](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/sprucestreet/FinalMNDSpruceSt.pdf) at <https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/sprucestreet/FinalMNDSpruceSt.pdf>. In addition the City is currently working on obtaining permits from Fish & Wildlife, Regional Water Quality Control Board and Army Corps of Engineers for the larger Project.

SCHEDULE

It is desired that design be completed within 12-months or fewer. The consultant will be required to make diligent and timely progress toward completion of the Project as consistent with SANDAG Board Policy No. 035.

March 10, 2016

Request for Proposals: Transit Center Active Transportation Connections Project

Page 4

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 similar projects. Please include a list of representative and similar past projects with a contact's name and phone number in your proposal. Past performance on SGIP/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.

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 that will be revised to incorporate requirements of the Grant Agreement. 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.

March 10, 2016

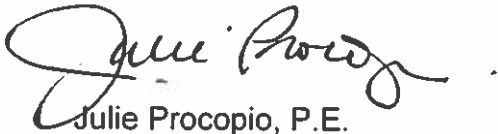
Request for Proposals: Transit Center Active Transportation Connections Project
Page 5

SELECTION PROCESS

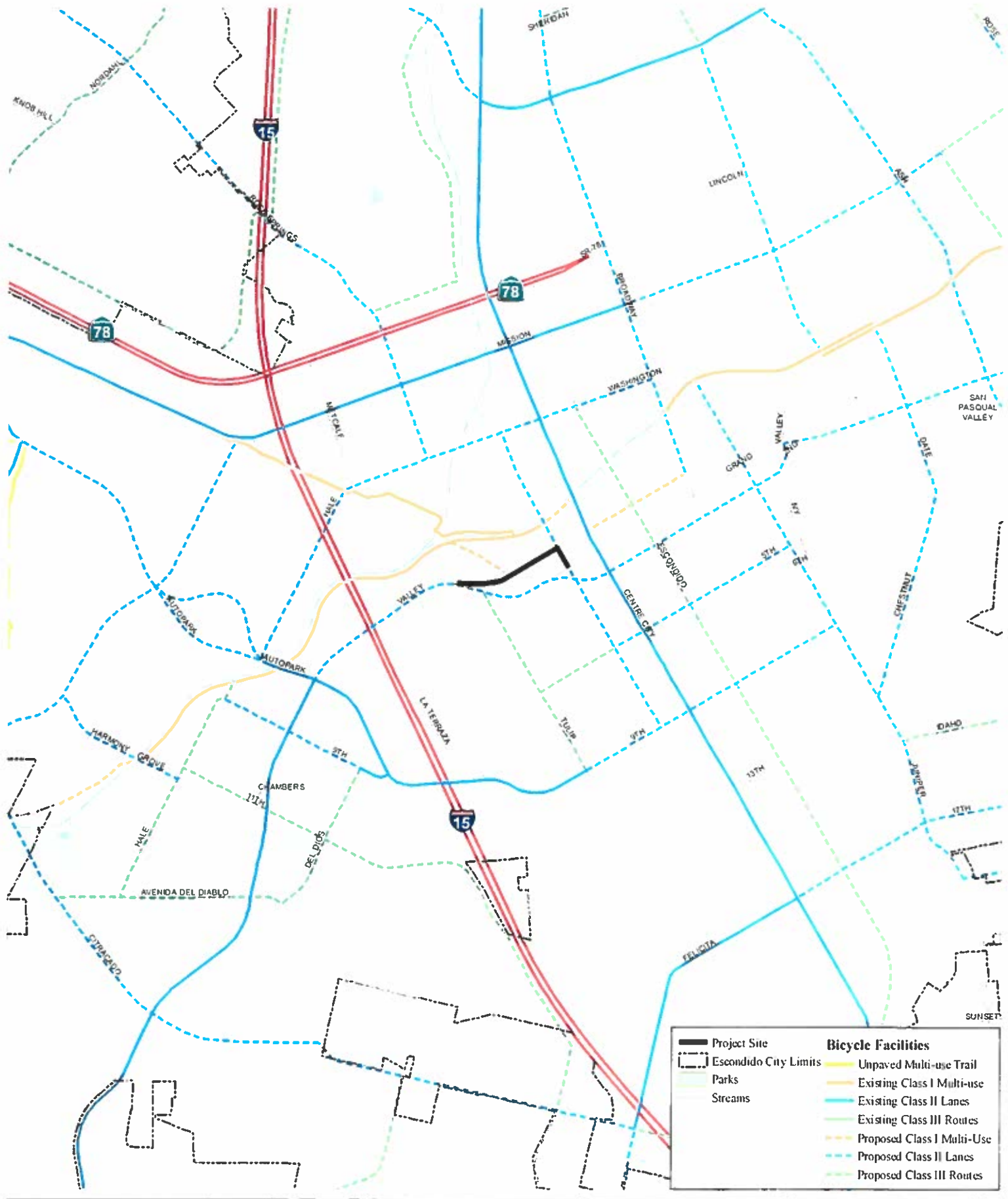
The proposals will be evaluated based on the qualifications of the proposed team for design of similar projects, proposed schedule and the value for the service provided. The highest rated firm(s) will be interviewed by the City of Escondido.

It is requested that any questions be submitted in writing to the attention of Colin Kemper @ ckemper@escondido.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Procopio". The signature is fluid and cursive, with a large initial "J" and a trailing flourish.

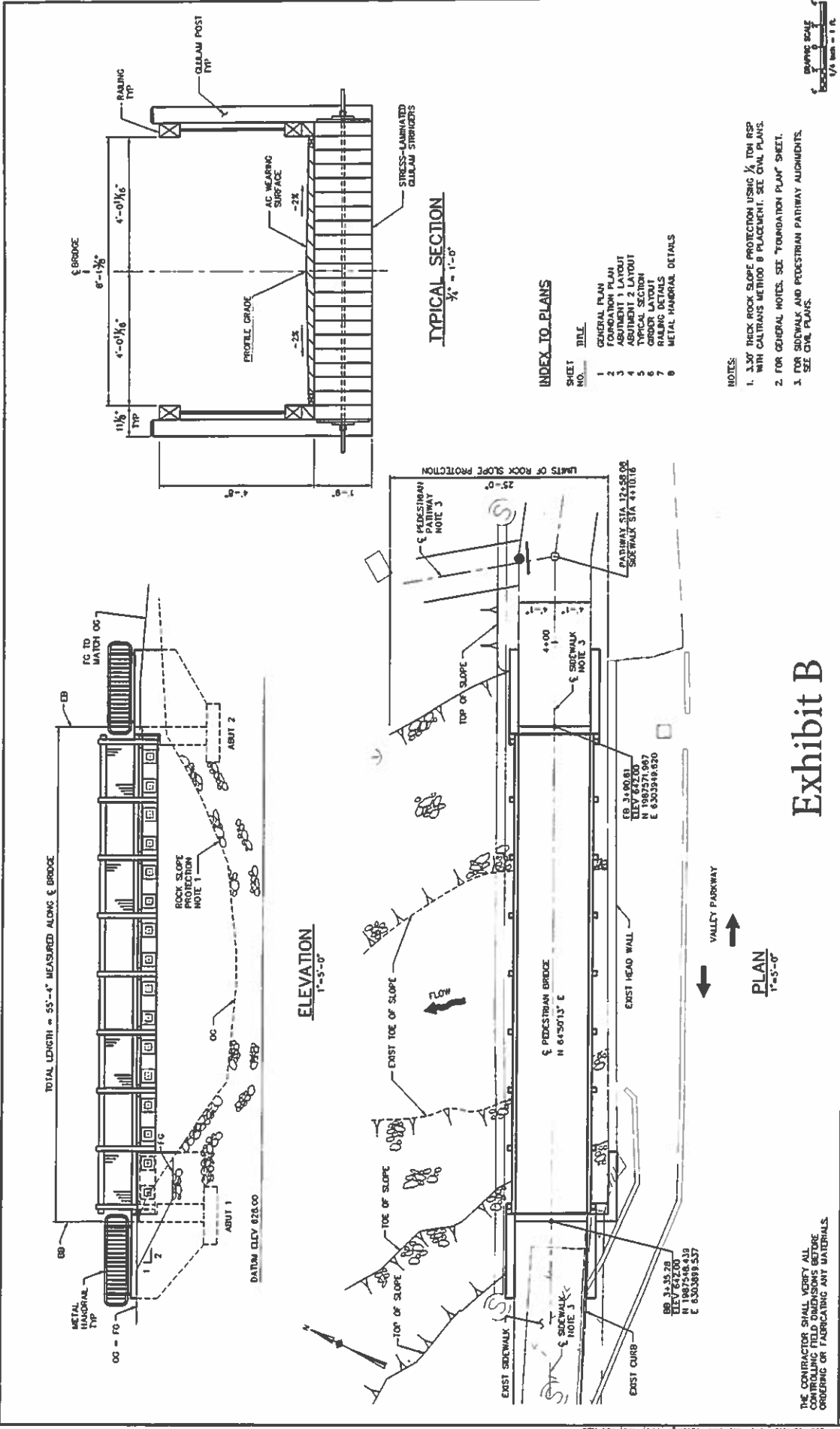
Julie Procopio, P.E.
Assistant Director of Public Works



Project Site	Unpaved Multi-use Trail
Escondido City Limits	Existing Class I Multi-use
Parks	Existing Class II Lanes
Streams	Existing Class III Routes
	Proposed Class I Multi-Use
	Proposed Class II Lanes
	Proposed Class III Routes



EXHIBIT A



INDEX TO PLANS

SHEET NO.	TITLE
1	GENERAL PLAN
2	FOUNDATION PLAN
3	ABUTMENT 1 LAYOUT
4	ABUTMENT 2 LAYOUT
5	VALLEY PARAWAY SECTION
6	GRADING LAYOUT
7	RAILING DETAILS
8	METAL HANDRAIL DETAILS

- NOTES:**
- 3.30' HICK ROCK SLOPE PROTECTION USING 1/2" TOP RSP WITH CALTRANS METHOD 8 PLACEMENT. SEE CIVIL PLANS.
 - FOR GENERAL NOTES, SEE "FOUNDATION PLAN" SHEET.
 - FOR SIDEWALK AND PEDESTRIAN PATHWAY ALIGNMENTS, SEE CIVIL PLANS.

Exhibit B

<p>SPRINTER RAIL PROJECT MAINLINE TRACKWORK PEDESTRIAN BRIDGE AT VALLEY PARKWAY GENERAL PLAN</p>		<p>SCALE: AS SHOWN CONTRACT NO: CU-01 DRAWING NO: ST-258 REV: 0 SHEET NO: 6/0-1</p>					
<p>NORTH SAN DIEGO COUNTY TRANSIT DEVELOPMENT BOARD</p>		<p>APPROVED: _____ DATE: _____</p>					
<p>THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIALS.</p>		<p>DATE: 11/22/2007 10:46 AM DRAWN BY: J. WANG CHECKED BY: E. LINDAS DESIGNED BY: F. KANG APPROVED BY: S. FASSBACH DATE: AUG 08, 2004</p>					
<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>10-28-06</td> <td>REV. DRAWING</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	0	10-28-06	REV. DRAWING	<p>PROJECT INFORMATION:</p> <p>PROJECT NO: 07-0001 SHEET NO: ST-258 DATE: 11/22/2007</p>
NO.	DATE	DESCRIPTION					
0	10-28-06	REV. DRAWING					



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this _____ day of _____, 20__.

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

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

Witness that whereas:

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

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

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

February 11, 2016

Request for Proposals: Transit Center Active Transportation Connections Project

Page 7

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$_____. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment 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.

February 11, 2016

Request for Proposals: Transit Center Active Transportation Connections Project

Page 8

- 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

February 11, 2016

Request for Proposals: Transit Center Active Transportation Connections Project

Page 9

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.

February 11, 2016

Request for Proposals: Transit Center Active Transportation Connections Project

Page 10

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

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: _____

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

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

CITY OF ESCONDIDO

Date: _____

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: _____