

September 7, 2017

To Whom It May Concern:

**SUBJECT: REQUEST FOR PROPOSALS FOR EVALUATION OF PANHANDLE
DRAINAGE IN KIT CARSON PARK**

Dear Sir or Madam:

The City of Escondido is seeking proposals for a hydrology and hydraulic study of the panhandle drainage (the "Panhandle") into Kit Carson Park. This is an open channel that conveys runoff from the north end of Kit Carson Park and flows south towards Eagle Scout Lake. In high water conditions Eagle Scout Lake drains to wetland areas in south Kit Carson Park. The location is in the Lake Hodges hydraulic sub-area of the San Dieguito watershed

The area surrounding the Panhandle has been developed for single family homes both in Escondido (north and west) and County (east) jurisdictions. Portions of an unimproved path next to the Panhandle have been closed due to the collapse of these areas into the drainage channel. The drainage channel has been used as a sample location ("Saratoga") in the San Diego County Copermittees' Hydromodification Monitoring Plan (2016).

Decades ago the Eagle Scout Lake was built to function as a sediment basin, indicating that there may have been high levels of sediment transported in this and another stream draining to Eagle Scout Lake. This does not address the impact of erosion in the Panhandle itself.

Based on this hydrologic and hydraulic analysis the City of Escondido (and where applicable the County of San Diego) will have tools to address the condition of the Panhandle. Based on this project a plan to address the condition of the Panhandle can be developed. This hydrologic and hydraulic analysis will provide the City with opportunities to include the project in future watershed water quality improvement plans and other documents used to support grant funding. Opportunities for funding through alternative compliance or supplemental environmental projects could be sought.

Three copies of the consultant's proposal are to be submitted on or before 4:00 pm on Thursday, September 28, 2017 to the **City Clerk** at 201 North Broadway, Escondido.

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To allow for proper processing the outside of the envelope should be clearly marked **Kit Carson Drainage**.

PROJECT LOCATION AND INFORMATION

The City of Escondido is located in north east San Diego County. A figure of the project area (shown in blue) is attached. **Note that the currently understood boundaries of the San Dieguito Watershed Management area are presented in the attached figure. However the potential area draining to the basin (due to infrastructure) is shown in blue on the figure and may comprise a portion shown within the Carlsbad Watershed Management area. A goal of the study is to better understand what, if any of this area is hydraulically connected to the Panhandle drainage.**

Objective

The objective of the project would be to conduct hydrologic and hydraulic assessments to evaluate the ability of the channel to accommodate the 2-year, 10-year, 50-year and 100-year storm events.

Methods

The project would be accomplished through a mixture of desktop analysis using paper and web-based tools; field work to verify critical information and the use of appropriate software for hydrologic analysis and hydraulic analysis (HEC-RAS).

References to be used could include, but not be limited to:

- City of Escondido GIS Layer for MS4 Infrastructure
- City of Escondido Drainage Master Plan
- As-builts
- Hydromodification Monitoring Plan (2016)
- County of San Diego Drainage Master Plan
- Aerial photographs documenting the historical condition of the Panhandle (Google Earth or County of San Diego archive)
- Soil Maps (Natural Resources Conservation Service).
- County of San Diego isopluvial maps
- Soil, groundwater and other related information available through USGS
- City of Escondido Storm Water Design Manual
- City of Escondido Design Standards and Standard Drawings

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The evaluation should look at the channel and the tributary drainage areas and facilities to the channel to evaluate flow rates and volumes during a range of storm events (2-year, 10-year, 50-year and 100-year). The channel should be hydraulically modelled to determine where velocity exceeds shear strength of the soil during the post-project condition. Hydrology methodology should be done in accordance with City of Escondido Design Standards. The study should look at what it would take to stabilize the Panhandle itself.

WORK TO BE PERFORMED BY CONSULTANT

- **Task 1: Meetings**
 - Attend two meetings with City staff (Utilities and Engineering Departments). The first meeting will be a kickoff meeting, the second will be after the initial review of the draft report to finalize edits and to discuss next steps.
 -
- **Task 2: Hydrologic and hydraulic assessment of Panhandle drainage**
 - Delineate the subwatershed draining to the Panhandle.
 - Evaluate channel and the tributary drainage areas and facilities to the channel to evaluate flow rates and volumes during a range of storm events (2-year, 10-year, 50-year and 100-year).
 - Identify key points in the range of storm events where the erosion occurs or is likely to occur.
 - Recommend and evaluate channel stabilization measures.
- **Task 3: Preliminary Plans and Cost Estimates**
 - Provide a 30% complete plan for channel stabilization considering right of way, utilities, protection or relocation of park facilities.
 - A cost estimate of implementing Project. A cost for initial construction (restoration) and annual cost for maintenance should be included.

ENVIRONMENTAL

This study will not require California Environmental Quality Act (CEQA) clearance as this is designed as an evaluation document. CEQA evaluation will be conducted as necessary during project development.

BUDGET

Up to \$50,000 has been budgeted to complete this initial assessment.

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SCHEDULE

The project will commence early in November and a final report is required within 6 months of the project commencing (May, 2018).

CONTENTS OF THE PROPOSAL

1. Proposed Project Team
List roles and responsibilities of all team members (maximum 2 double-sided pages).
2. Project Team Qualifications and References
Include information on the qualification of all team members. Team members should have demonstrated experience with similar projects. Please include a list of representative and similar past projects with a contact's name and phone number in your proposal. Any sub-consultants used for supporting services not performed by members of your firm must be listed separately in your proposal (maximum 5 double-sided pages).
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 (maximum 7 double sided pages).
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 (maximum 3 double sided pages).
5. Proposed Schedule
Provide information outlining the schedule for major milestones in project design (maximum 2 double sided pages, page sizes greater than 8 ½ x 11 inches are allowed for the schedule only).

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.

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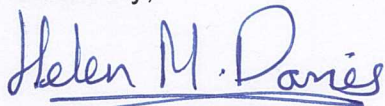
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SELECTION PROCESS

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) may be interviewed by the City of Escondido.

It is requested that any questions be submitted in writing to the attention of Helen Davies @ hdavies@escondido.org.

Sincerely,



Helen Davies, M.S., CPSWQ
Environmental Programs Manager

Attachment: Figure 1 - Potential Kit Carson Drainage Area



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]

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

Witness that whereas:

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

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

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

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

8. Insurance.

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

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85

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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 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.

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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.
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

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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

Christopher W. McKinney, Director of Utilities

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

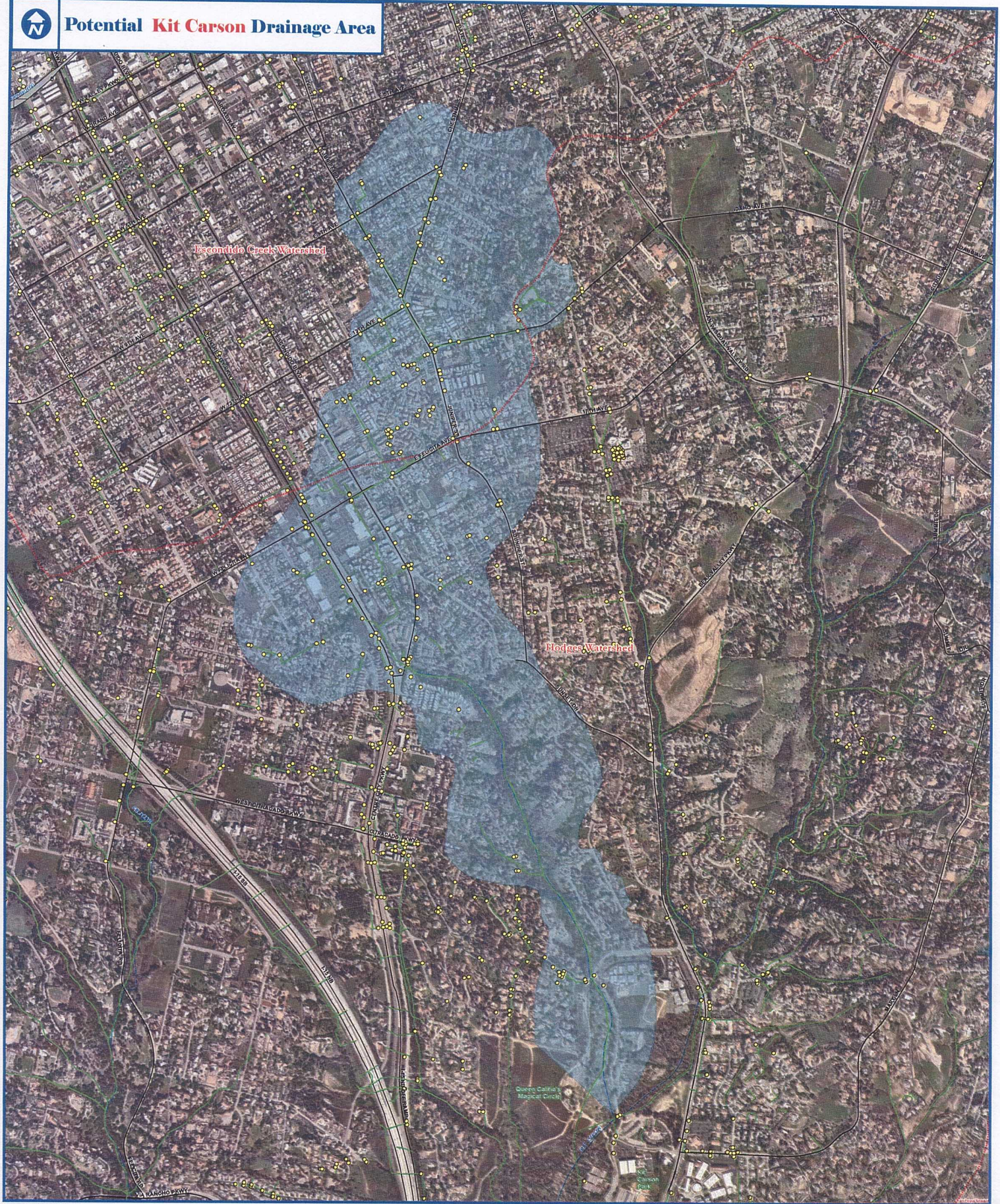
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

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



Potential Kit Carson Drainage Area



- Kit Carson Drainage Basin
- Hydrology Areas
- Streams

- Storm Water Points (Inlet, Outlet, Manhole, etc.)
- Storm Water Pipes

