September 5, 2019

SUBJECT: Request for Proposal for As-Needed Fiber Optic Improvement Plan Review Services

Dear Sir or Madam:

The City of Escondido (City) is seeking proposals for as-needed third party Fiber Optic Improvement Plan (Improvement Plan) review and support for telecommunication conduits proposed within the City’s right-of-way. A background in the management and oversight of engineering of public works projects and experience with review of public Improvement Plans is required. It is anticipated that the need for these review services will commence in Fall 2019 and will be accomplished in cycles as submittals and resubmittals are made. The duration of services will vary, depending on the amount of plan sets the Consultant can review concurrently and the submittal rate by the applicant. Proposals are to be submitted on or before 5:00 pm on September 27, 2019 to the Engineering Services Department/Engineering Counter at 201 N. Broadway, Escondido.

Project Description

The City reviews and approves public Improvement Plans for proposed telecommunications conduit installations in the public right-of-way. The process includes coordination with the applicant and/or their representatives, research of City record drawings, screen checks of Improvement Plan submittals to verify completeness prior to acceptance of submittals, review of public Improvement Plans in accordance with the City’s design standards. This includes verification that existing utilities in the public right-of-way are properly shown, and coordination of plan review comments with other City departments. Under supervision of City staff, the City is seeking professional services to assist with as-needed research in response to applicant requests, and Improvement Plan review for telecommunications conduit and infrastructure installation.

Scope of Work

Under supervision of City staff, at a minimum, the scope of work shall include the following:

- The duration of as-needed services (and weekly workload) may vary greatly, depending on the amount of plan sets the Consultant can review concurrently and the submittal rate of plans by the applicant. The assigned staff member(s) shall be available to meet variable workloads.
• A portion of the work shall be performed from City Hall (located at 201 N. Broadway, Escondido). The City will provide a work space, office supplies, computer, and access to required reference materials.

• The project engineer same staff member(s) assigned to this project shall remain for the entire contract duration to eliminate re-training and familiarization with the plan reviews and City processes.

• Approximately 31 miles of conduit installation is proposed. The project will be submitted in numerous plan sets that will include various lengths of conduit installation. It is anticipated that the total conduit installation length and sheet counts may change during the course of the project with first submittal of new plan sets.

• The Consultant may need to provide applicants with record drawings requested. This may include the use of an internal GIS-based program, utility atlas books, and other City files and systems to locate record drawings.

• The Consultant shall read and become familiar with the City Design Standards and Standard Drawings and Fiber Optic Improvement Plan check sheet (both can be downloaded from the City’s Engineering Services, Land Development webpage).

• The Consultant shall conduct screen checks of submittals to verify the plans are complete prior to acceptance of submittals. This may be done over-the-counter or via pdf files that are received via email.

• Proposed directional boring shall include profiles and vertical information shall be provided at utility crossings for open trench methods.

• The Consultant shall complete reviews of plans of each Improvement Plan submittal for compliance with City Design Standards, correct selection of Standard Drawings, constructability, verification that existing utilities are accurately shown, and utility conflicts do not exist.

• The Consultant shall complete plan review for first submittals within four (4) weeks and three (3) weeks (or less) for all other submittals.

• The Consultant shall provide clear, legible plan mark-ups (red-lines) on hard copies of plans on engineering size plan sheets (D sheets) to the applicant.

• The Consultant shall review draft plan review comments with City staff, as requested by City staff, prior to returning the submittal to the applicant.

• The Consultant shall review comments provided by other City departments and coordinate plan approval with these departments.
• The Consultant shall be available to meet with the applicant (and/or their consultants) and City staff at each submittal cycle, if requested.

• The Consultant’s fee shall be based on the following:
  - 31 miles (approximate) of conduit installation and a total of 100 sheets.
  - Three submittal & review cycles for plan approval.
  - Five hours of time shall be allocated for each plan sheet for approval, for a total of 500 hours for the project.

Other Requirements of Work:
1. Upon notification by the City of being selected for this work, the Consultant shall, return a signed Consulting Agreement for Design Professionals with the City (copy attached) and all required information within ten working days. Enclosed is a copy of the City’s standard agreement 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 and City business license before entering into a contract with the City.
2. The contract shall be paid at hourly rates with a not-to-exceed fee.
3. The project engineer(s) rates shall include travel time and their own support staff (finance, admin, etc.).
4. Working hours at City Hall shall be during business hours only (8 am to 5 pm).
5. It is anticipated that conduit installation lengths and sheet counts may change during the course of the project. Invoices shall include a breakdown of time spent on each plan set number, the plan review cycle (1st review, 2nd review, etc.) for each plan set, and the number of sheets in the plan set for tracking project scope changes.
6. The Consultant shall be an engineer currently registered in California with a valid license in good standing.
7. The Consultant must have sufficient staff with minimum of three employees.

Proposal Contents
Three (3) proposals titled “As-Needed Fiber Optic Improvement Plan Review Services” shall be submitted to the Engineering Services counter at the City (201 North Broadway, Escondido, CA 92025) on or before 5:00 p.m. on September 27, 2019. Proposals received after that time will not be considered. Proposals shall be limited to the following:
1. Cover page.
2. Proposed Project Team: List roles and responsibilities of key team members.
September 5, 2019
RFP: As-Needed Fiber Optic Improvement Plan Review Services
Page 4

3. Project Team Qualifications and References: Resumes shall be provided for each team member and shall demonstrate experience in review of public Improvement Plans. References shall be provided.

4. Availability schedule for the team member assigned to work from City Hall.

5. Fee Schedule: Proposed hourly billing for the project team members.
   a. The fee should be based on 500 hours for the project engineer(s).
   b. Fees for additional staff (if any) shall be included in the hourly rate for the project engineer(s).

Selection Process
Proposals will be evaluated based on the qualifications of the proposed team and the value for service provided (Proposal Contents item numbers 2-5). The highest rated team may be interviewed by the City of Escondido prior to selection.

If you have any questions, please email me at enlopez@escondido.org.

Sincerely,

Elizabeth Lopez, PE
Associate Engineer
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.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in “Attachment A,” for an amount not to exceed $__________. 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.

   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 CITY includes its officials, employees, and volunteers. 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 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. However, CONSULTANT’s responsibility for defense costs shall not exceed the percentage of CONSULTANT’s fault.

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.

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)

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.
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:____________________

Jeffrey R. Epp
City Manager

[CONSULTANT COMPANY NAME]

Date:____________________

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.
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:_____________________  
Paul McNamara  
Mayor

Date:_____________________  
Zack Beck  
City Clerk

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.