



**GRAPE DAY PARK
PARK MASTER PLAN &
PHASE 1: PLAYGROUND DESIGN & CONSTRUCTION**
Case No.: PHG 13-0029

**Date Released:
August 8, 2013**

**Responses Due:
September 3, 2103 (5:00 pm)**

The City of Escondido is issuing this Request for Qualifications (RFQ) inviting qualified firms to assist the City in preparing a master plan for Grape Day Park including preparing construction plans for constructing a new playground in Grape Day Park. Because numerous disciplines are required to undertake this project, the City anticipates that the qualified multi-disciplinary project team ("consultant team") will be composed of a prime consultant and one or more sub-consultants.

I. Background

Grape Day Park is Escondido's oldest municipal park and located in the city's downtown area. The City Council has directed staff to commission a new master plan for the Park. Grant funding has been received in order to immediately complete Phase 1 of the Master Plan – the design and construction of a new playground within the park for children ages 5-12. The new playground will involve an 'agricultural theme' that integrates an existing adjacent large eucalyptus tree stump with other child-oriented playground facilities. Design, at a minimum, will also include a shade structure, benches and fitness equipment for adults accompanying their children and complement the existing Vinehenge structure.

Grape Day Park's 22 acres currently provide active and passive recreation opportunities accommodating formal and informal use. The Park's primary features include:

- The Escondido History Center and Heritage Walk with several historic structures;
- 'Vinehenge,' an interactive public art play structure;
- Jim Stone Municipal Pool;
- City Hall municipal offices;
- California Center for the Arts Escondido involving a 2,500-seat performing arts center, 400-seat community theater, conference center, museum, and related support offices;

- Parking lots accommodating 400+ vehicles;
- Public art sculptures and memorials; and,
- Open lawn areas (no organized sport facilities), benches, picnic tables, restrooms.

II. Site Access/Directions

The park is located in downtown Escondido, addressed as 321 N Broadway (elevation: 650 MSL). From Interstate 15, exit State Route 78, turning right onto State Route 78/N Broadway. Proceed south approximately 0.6 miles to Grape Day Park located on the right.

III. Surroundings Land Uses and Ownership

The site is within the 460-acre Downtown Specific Plan Area (SPA #9), which is divided into seven (7) 'Districts' and zoned 'Specific Plan' (SP). The Downtown Specific Plan allows for up to 5,275 residential units; approximately 1,200 units have been constructed. Grape Day Park is located within the 'Park View District' of the SPA, which provides opportunities for a creative, high-quality mix of office, general retail, and upscale residential uses. The Park View District is intended to provide visual and physical linkage to Grape Day Park as well as the facilities and features adjacent to the City Hall complex and the California Center for the Arts, Escondido.

IV. Master Plan Objective

Grape Day Park is downtown's primary recreational amenity as well as a central gathering place for the entire community. It is therefore critical to assess the existing conditions and begin to address the needs (recreational facilities, features and infrastructure) of anticipated growth. The Master Plan will take into account adjacent community features to identify complementary uses that generate community-oriented activity in the park. Links to greenways, boulevards, festival streets, bicycle routes and transit shall be accentuated.

The design of the Master Plan shall include amenities that help foster an active, well-used space and shall evaluate opportunities for expansion north of Woodward Avenue in order to accommodate access from areas north of Washington Avenue. Care shall be taken to encourage both formal and informal use by balancing the amount of programmed space with more flexible, un-programmed space and provide seating areas that are coordinated with shade, landscaping, lighting and views to focal points.

The Master Plan's landscape design shall balance water conservation and overall maintenance obligations, and materials that are fade/graffiti resistant, with the need to create an appealing space that supports outdoor recreation. The Plan shall include architecture, colors and materials, fencing, lighting, signage, furniture, and a landscape palette for Grape Day Park that will take into consideration amenities and current planning efforts in adjoining areas.

V. Master Plan Concept Site Design

Numerous issues and ideas have been generated over the years regarding Grape Day Park. The consultant will work with staff and the community to define the facilities and features to be incorporated in the Master Plan text and illustrative concept plan, identify appropriate locations for selected features, and establish a prioritization and phasing plan for implementation, with generalized cost estimates. Grape Day Park features for initial consideration and discussion include:

- a) Children's 'agricultural theme' play area with various equipment and incorporates an existing eucalyptus tree stump, shade structure(s), and adult fitness equipment (see 'First Deliverable' below);
- b) Improving linkages with adjacent offsite public facilities and gathering places including Maple Street Plaza, Bike Master Plan, Escondido Creekwalk trail, Children's Museum;
- c) Integration of Jim Stone Municipal Pool facility to the Park;
- d) Relocation of the 'Women's Club' building (a Local Register structure) from 240 South Broadway to the horseshoe pit area along Heritage Walk in Grape Day Park, and alternatives for relocating the displaced horseshoe pits;
- e) Parking design and access of Woodward lots, along Broadway and Woodward Ave;
- f) Fitness loop around the Park with appropriate exercise stations and equipment;
- g) Off-leash dog walk area with fencing and canine equipment;
- h) Great Lawn grading and landscaping (adjacent to California Center for the Arts) to improve drainage, park usage, and functionality;
- i) Bandstand / Stage facility / Ranger Station / storage and restrooms;
- j) Space to check out games, game storage and a permanent place to play games
- k) Public art opportunities;
- l) Signing / way-finding program that provides direction, information and facilitates access;
- m) Municipal Code changes to accommodate Master Plan elements;
- n) Park boundaries including options for extending 'fingers' of open space north to Washington Avneue – taking into account annual maintenance, special maintenance and lifetime cost analysis;
- o) Landscape/tree planting and maintenance plan (including focal points for planting colorful flowing plants);
- p) Monumental entrances (focus on experience of entering Park, including parking lots);
- q) Potable water and electricity upgrades to facilitate events;
- r) Possible addition at a later date of interactive water feature
- s) Drainage and water management plans

VI. The Master Plan Text

The Master Plan Text accompanying the illustrative site design shall be a document that includes the following information to assist the City in the long-term buildout of Grape Day Park:

- a) Introduction
- b) Master Plan Vision, Goals and Objectives
- c) Existing Conditions
- d) Constraints analysis (biology, cultural, geotechnical, preliminary drainage analysis, etc.)
- e) Community participation / partners
- f) Examples of architecture, colors and materials, fencing, lighting, signage, furniture, and a landscape palette for Grape Day Park coordinated with the Escondido Creek Trail and Maple Street Plaza in order to establish a comprehensive, unified design theme.
- g) Implementation strategy/phasing plan
- h) Identification of permitting/regulatory requirements and deadlines
- i) Preliminary Cost estimates
- j) Funding Opportunities

VII. First Deliverable (Phase I: Design and Construction Plans for Expanded Playground)

Vinehenge, an interactive art / children's playground located in the northeast quadrant of Grape Day Park was installed in 2004 and completely refurbished in 2012. The whimsical project includes a grapevine climbing structure with hidden secrets for children to find, a slide decorated with giant purple grapes with mosaic details, benches in the shape of oversized grape leaves and a perimeter of rocks reminiscent of the rocks in the hills around Escondido. The play sculpture is ADA compliant and intended for children of all ages and abilities.

Phase I of the Grape Day Park Master Plan shall be the preparation of design and construction plans of an agricultural-themed playground area for children ages 5-12 to supplement the Vinehenge interactive art facility. Included in any design shall be the integration of a 15' eucalyptus stump adjacent to the Vinehenge facility. The project shall also include an adult fitness zone, shade structure(s) and either benches or picnic tables. Phase 1 is a priority which is intended to be completed before the ultimate completion of the Park Master Plan in order to expedite construction. The Master Plan proposals will be evaluated with consideration given to how well the playground elements enhance the overall play value and address the historic nature of Grape Day Park.

The City of Escondido has allocated funds totaling \$218,500 for the expanded playground; \$20,000 is allocated for preparation of the design and construction plans. A total of \$198,500 is allocated for site preparation, equipment purchase, fabrication and installation that will be competitively bid through a separate contract upon completion of the construction plans. A goal is to maximize play value with new *and unique* equipment that enhances Grape Day Park as a desirable family destination. Feature(s) that the City believes may enhance playground play value include slides, climbers, spinners, seesaws, swings, a tree house, and interactive play panels, to name a few.

The City of Escondido will award all construction / fabrication / installation services by awarding a contractual Agreement for Services through a separately bid contract. The company selected for this project is expected to design and furnish the playground structures to standards that meet all current playground safety and Americans with Disabilities Act (ADA) requirements.

VIII. Consultant Meetings:

Meetings will be negotiated during the consultant interview and selection process. Based upon local community interest the following represent the *minimum* number of meetings anticipated:

- a) Three community meetings
- b) Public hearings (Community Services Commission, Historic Preservation Commission, Planning Commission, City Council)
- c) Bi-weekly Staff Updates (phone conferences)

IX. Information / Assistance Available From Staff:

The information and assistance from staff will be provided to assist the consultant in preparing the Master Plan as well as reduce consultant expenses:

- a) City Geographic Information Systems (GIS) staff with mapping capabilities to provide the site base map (with property lines), aerial imagery, topography (2-foot elevation contours), water, sewer, storm drain infrastructure, soils mapping from SanGIS, trails, bike path for incorporation in the Master Plan.

- b) Master Plans and planning documents involving Downtown Specific Plan, Maple Street Plaza, Bicycle Facilities Plan, Escondido Creek Trail, Citywide Parks, Trails, Open Space, and a draft 2009 Grape Day Park "mini" master plan.
- c) City staff will perform necessary California Environmental Quality Act (CEQA) review.

X. Budget

A fixed-fee, not to exceed budget of \$80,000 for preparation of the Grape Day Park Master Plan plus \$20,000 for design and construction plans of the expanded playground (Phase I) has been established by the City. In addition, \$198,500 has been allocated for the construction / fabrication / installation of the expanded playground that will be conducted under a separate contract.

XI. Scope of Work (to be refined upon consultant selection)

The following is a preliminary scope of work that may be modified during contract negotiations with the selected consultant. The preliminary scope of work is intended to outline and describe the range of tasks anticipated for the project but is not intended to be complete. It is anticipated that the Phase I (expanded playground) portion of the contract will precede completion of the Park Master Plan:

- a) Participate in a kickoff meeting with City staff to review project parameters, gather available materials, identify additional information requirements, review preliminary community involvement strategy, and establish project timetable and products.
- b) Gather and review relevant background materials relating to the project. Materials may include: past planning documents, GIS maps, existing surveys, assessor's maps, utility maps, historic plans and documents, and as-builts.
- c) Conduct site visit with City staff, elected and appointed officials and the public.
- d) Conduct and prepare a site survey identifying and locating natural and man-made features. Include topography, wetlands, streams, vegetation, utilities, structures, and other features as necessary for the purposes of master planning and permitting.
- e) Communicate and coordinate with various local, state, and federal permitting authorities necessary for understanding regulatory issues and constraints, and recreation activities.
- f) Conduct meetings (or phone interviews) with City staff, as well as representatives of the Grape Day Task Force.
- g) Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, GIS maps and other available data.
- h) Facilitate and conduct a public workshop to ascertain public sentiment towards needs, desires, opportunities and constraints.
- i) Meet with staff to discuss community input.
- j) Based upon the results of site analysis, technical input, staff and public input, develop a preliminary Master Plan text and concept site plan with alternatives as described.
- k) Conduct a community workshop(s) to solicit input on the schematic design alternatives.
- l) Meet with staff to discuss community input.
- m) Refine the draft Master Plan text and concept site plan incorporating gathered input.
- n) Present draft Master Plan text and concept site plan for Community Services Commission, Planning Commission, Historic Preservation Committee, and City Council consideration.

XII. Content and Format of Qualification Submittal

Respondents' Statement of Qualification (SOQ) shall contain responses to all the items below, in the same order as specified.

- a) State the name, complete mailing address, e-mail, telephone number and fax number of no more than one Project Manager for your proposal.
- b) Furnish a brief history of your company/firm.
- c) Provide a description of your company/firm's experience in preparing urban public park master plans and playground designs of similar size and scope during the past five years including a contact person and phone number of the agency/firm where the work was performed.
- d) Include a sample(s) of similar work performed for other agencies (samples to be returned).
- e) Provide a statement of your firm's approach or understanding of the project.
- f) Furnish background, qualifications, experience, and chargeable rates for all personnel of your company/firm to be assigned to this contract, including the Project Manager.
- g) Provide an organizational chart detailing how your company/firm's staff will be assigned and supervised in implementing tasks associated with the Master Plan and their availability to perform the work.
- h) List any subcontractor(s) whose services your company/firm would require to complete the Master Plan. Identify the specific tasks subcontractor(s) would perform, describe their qualifications for performing the task(s), and their chargeable rates.
- i) Describe how your firm's Project Manager and staff will communicate and work with designated city representatives during the project.
- j) Confirm that your company/firm and staff are not working for any company, party, or entity that has any interest in any existing or anticipated future development application in Escondido.

XIII. City Notices

All respondents shall note the following:

- a) All work performed for Escondido, including all documents associated with the work, and shall become the City's exclusive property.
- b) The City of Escondido reserves the right to:
 1. Reject any or all SOQ submittals by respondents.
 2. Request clarification of any submitted information.
 3. Waive any informalities or irregularities in any qualification statement.
 4. Not enter into any agreement.
 5. Not select any service provider.
 6. Cancel this process at any time.
 7. Amend this process at any time.
 8. Interview respondents prior to awarding a contract.
 9. Negotiate all final terms and conditions of any agreements entered into.
 10. Issue similar RFQs in the future.
 11. Request additional information during the interview.
 12. Respondents are liable for all errors or omissions contained in their SOQ submittals.
 13. Respondents will not be allowed to alter submittals after the deadline for submission. Escondido reserves the right to make corrections or amendments due to clerical errors identified in submittals by the City or the respondent.

14. Any and all costs arising from preparation of this SOQ and participation in the selection process incurred by any respondent shall be borne by respondent without reimbursement by the City.
15. Respondents assume the risk of the method of dispatch of the qualifications chosen. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

XIV. Submission of Qualifications

In order to eliminate/reduce paperwork and costs a limited number of hard copies of the SOQ information shall be submitted along with a digital file in the form of a compact disk.

Respondents shall submit five (5) hard copies of their qualifications and the digital file to the City not later than 5:00 p.m. on September 3, 2013. All hard copies and the digital file shall be submitted together in one sealed envelope to the following address:

**Loretta McKinney
City of Escondido Library and Community Services
201 N. Broadway
Escondido, CA 92025
ATTN: Grape Day Park Master Plan**

Statements of Qualifications received after the submission deadline will not be accepted regardless of postmark or the reason for the untimely submission.

XV. Prohibition on Contacting City Officials or Staff

Other than set forth in the next section, no respondent shall contact, or attempt to contact, any elected or appointed official, employee, or contractor of Escondido regarding this RFQ. Improper contact of a City official, employee, or contractor shall be grounds for disqualifying the respondent from responding to this RFQ.

XVI. Questions About This RFQ

Questions regarding this RFQ shall be addressed by contacting Loretta McKinney, Director of Library and Community Services at (760) 839-4834, or email at Lmckinney@escondido.org.

XVII. Evaluation Criteria

Following receipt of consultants' SOQs, an ad-hoc city committee shall review all responses to rate each of the submitted proposals and rank them in a selection order based on the following criteria. No one factor shall necessarily prevail over the other.

- a) Respondent's experience, performance record, qualifications, and technical competence.
- b) Demonstration of the consultant's project management skills.
- c) Respondent's demonstration of a clear understanding of the services to be provided, as evidenced in its SOQ.
- d) Respondent's commitment and ability to complete the Grape Day Park Master Plan.
- e) Respondents proposed billing rates for staffing associated with project tasks.

XVIII. Selection of a Consultant

The city will identify the most qualified respondent(s) following committee review of all SOQs. After selection, interviews will be conducted and negotiations will be entered into with the top scoring responding party. If negotiations are unable to be completed with that entity, the City of Escondido reserves the right to enter into negotiations with the second highest scoring respondent, etc. until a successful contract is negotiated.

The negotiated contract shall include city-mandated insurance coverage, preparing the scope of work, delineating services to be provided, minimum standards for service, and payment schedule (*Exhibit B – Sample Consulting Agreement*). The contractor shall then be required to provide full service to the city on a date to be determined by mutual agreement between the contractor and city. The Escondido City Council reserves the right to be the sole judge of acceptability of the proposals. Selection will be based on programmatic and qualitative service measures as described in the evaluation criteria. Submitted proposals shall remain property of the City.

XIX. Escondido's Location and Population

Escondido is located in northern San Diego County, approximately 30 miles north of downtown San Diego and 18 miles east of the Pacific Ocean. Escondido's corporate boundaries encompass 37.36 square miles. The community is situated in a natural valley at approximately 615 MSL and surrounded by rolling hills and rugged terrain ranging up to 4,200 MSL. Escondido is bounded on the north by the unincorporated communities of Valley Center and Hidden Meadows, on the west by the City of San Marcos, on the south by Lake Hodges and San Diego's city limits, and on the east by unincorporated San Diego County. Interstate 15 bisects Escondido in a north-south direction, and State Route 78 transitions from freeway to surface streets in an east-west direction through the community.

Approximately 144,800 residents live within Escondido's corporate boundaries with an additional 12,000 – 15,000 persons residing in Escondido's surrounding unincorporated General Plan Area. The community's median age is 32.3 and the household median size is 3.12 persons. Escondido's ethnicity is 45% White, 45% Latino, 5% Asian, 2% Black and the remaining classified as Native American, Hawaiian/Pacific Islander and Mixed Race/Other.

XX. Escondido's Modern History

Escondido was founded in 1888. Origins of the City are directly traced to agricultural uses and production. Over time, Escondido's position has transitioned to become inland Northern San Diego County's vibrant center for retail, services, health care and cultural facilities while maintaining a special feeling of small-town living. Escondido maintains a vital, historic and walkable downtown, a wide variety of services, recreational amenities, and family-oriented neighborhoods. Escondido is a full-service "general law" city with municipal police, fire, water, sewer, cultural arts center, parks and library services. Several regional facilities are located in Escondido serving residents and the surrounding communities. These include Palomar Pomerado Hospital with 450+ patient beds and full trauma center, Westfield Shopping Town Regional Mall with 1.2 million square feet of retail space, Escondido Auto Park a 60-acre master planned development containing numerous dealerships, California Center for the Arts that is a city-owned cultural facility containing a 2,500-seat performing arts center, 400-seat community theater, conference facilities, and 10,000 square foot children's museum, and Sempra Energy's 500-megawatt electric generating facility. Visit the City of Escondido's website at: www.ci.escondido.ca.us.

EXHIBIT A Site Photos



Aerial Imagery with Area Features



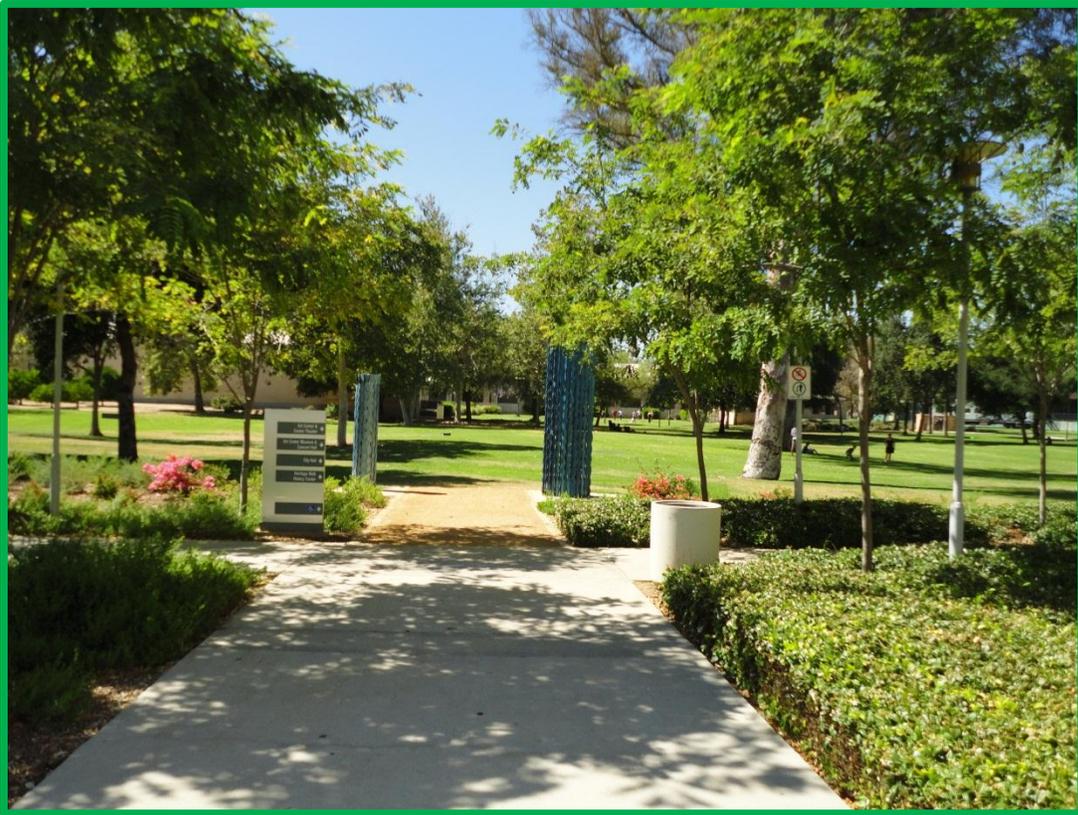
Entrance to Grape Day Park from Broadway



Entrance to Grape Day Park from Woodward Parking Lot



Entrance to Grape Day Park from CA Center for the Arts Parking Lot



Entrance to Grape Day Park from Maple Street Parking Lot



Grape Day Park



Great Lawn



Vinehenge Interactive Art Play Sculpture



Existing Eucalyptus Tree Stump at Vinehenge



Escondido History Center / Heritage Walk



Train Depot



Jim Stone Pool



Children's Tile Mosaic Wall



Parking Lots



Wayfinding



Exhibit B
CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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.
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.
 - 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 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.
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)

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: _____

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: _____

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