



Request for Proposals Washington Park Skate Spot Design and Cost Analysis

The City of Escondido is seeking proposals from a qualified skate park design firm, or a team of qualified firms or individuals for the design of a permanent, custom, concrete, all wheel, skate spot to include landscaping, lighting, a parking study, and parking lot expansion in Escondido, California.

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 and surrounded by rolling hills and rugged terrain. 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.

Per SANDAG's latest estimate, 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.

Currently Escondido has one skate park located in Kit Carson Park, five miles south of Washington Park. The proposed facility addressed in this RFP would be a skate spot to serve the local community surrounding Washington Park.

The City is interested in a design process that includes working with the local skateboarding community and other community members to ensure a design that is desired by the user and attractive to the community at large.

PROJECT LOCATION AND INFORMATION

The project site is located on the north west corner of Washington Park, located at 501 N. Rose St, Escondido. The project site is depicted in the attached Exhibit A.

Washington Park is an 11-acre Community Park located at the southwestern corner of Washington Avenue and Rose Street in the City of Escondido's urban core. Washington Park is a central point in the high minority, low income, underserved area of the City surrounded by older single and multi-family residential development. The Park is also connected to a six+ mile long pedestrian/bicycle trail that parallels the adjacent channelized Escondido Creek, affording residents off-street access from surrounding residential neighborhoods.

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The proposed 5000 sq. ft., all wheel, concrete skate spot will provide a safe, designated place for users to develop their skills and enjoy the company of their peers. It will be a state-of-the-art facility based on the latest skate park design principles and constructed with high-quality materials to ensure durability and longevity. The design should feature a mix of street and transition- style terrain, with elements designed for all age groups and ability levels. The design should meet the ultimate needs of the community while incorporating Crime Prevention through Environmental Design (CPTED) principles, including landscaping and lighting.

Additionally, the proposal should provide a comprehensive study assessing the Washington park parking lot. Specifically, the consultant will provide a parking utilization assessment of the current level of usage identifying peak and low demand periods, produce a report evaluating and analyzing the current parking demands, identify current shortfalls, and provide a design for expansion and improvements to the lot including lighting and landscaping.

The design of this skate spot will be based on input from various stakeholders, including staff from the City's Community Services, Police, Planning, Public Works and Engineering Departments as well as input received from park users and the community. The design and completion of this project is a high priority of the Escondido City Council.

The estimated cost for design and construction of the 5000 square foot skate spot is \$250,000. This does not include the parking lot expansion component of the project.

SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the following described below. If the Respondent feels that additional tasks are warranted, they must be clearly identified in the proposal as options. Firms responding to this RFP shall be prepared to deliver services and perform the work necessary to provide the services upon executing the Consulting Agreement. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the tasks outlined below. The City's standard Consulting Agreement is included as Attachment A.

- Prepare project specifications, incorporating the City's General Provisions with consultant prepared special provisions and technical specifications, using the Greenbook (2015 Standard Specifications for Public Works Construction and related amendments) format. The City will provide project specific General Provisions to the awarded consultant/contractor.

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- Provide survey and base map data.
- Develop a community outreach plan with corresponding materials and facilitate a minimum of six community meetings. (e.g. Community Services Commission, Planning Commission, City Council, and 3 design workshops with the community). The community outreach plan must include types and numbers of meetings and work products that will be generated to engage community members. Respondents must also identify approach to facilitation of, and participation, in all community meetings.
- Prepare two (2) conceptual park improvement plans for public and City review and comment.
- Review and evaluate all aspects, content, and comments from various engagement activities and City staff. Update and revise conceptual designs based on local and City Appearance Committee input, and produce clear and scaled design development drawings for City review and approval.
- Provide bid and construction support, respond to bidder questions and assure all work is completed in accordance with approved design and specifications.
- Produce schematic designs that identify sections of terrain, access, circulation and elevations.
- Prepare a detailed breakdown of estimated construction costs based on quantities and unit pricing to construct all park features.
- Prepare a construction bidding document package detailing the complete buildout of the skate spot including sections, construction details, technical specifications, bill of materials and quantities.
- Submit six sets of 30%, 60%, 90%, and 100% complete plans and specifications with cost estimates, grading, lighting, landscaping, and security plans should be included. 30% and 60% submittals shall include a specification outline, and 90% and 100% submittals shall include full specifications. Specifications and bid documents shall be prepared on City's general conditions and bid forms.
 - 30% due thirty working days from notice to proceed.
 - 60% due forty-five working days from receipt of City 30% review comments.
 - 90 % due forty-five working days from receipt of City 60% review comments.
 - 100% due thirty working days from receipt of City 90% review comments.
- Final deliverables expected: Final specifications shall be in Microsoft Word, and the final design shall be submitted in AutoCAD 2018. All studies, charts, graphs, and materials used in preliminary and public review processes shall become the property of the City of Escondido. In addition, the Consultant Team shall provide the final textual documents in a format consistent with the word processing program in use by the City at the time of final document delivery.

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PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be clear, effective, and concise. Only those firms providing complete information as required will be considered for evaluation. Any major deviation from these requirements will be cause for rejection of the proposal, at the City of Escondido's discretion. Proposals must contain the following information in the following order:

1. **Cover Page:** One printed page. It should include the name of the proposing Consultant; the principle address where the relationship will be managed; and the name, title, email address, and phone number of the primary contact for this RFP.
2. **Table of Contents:** One printed page to facilitate locating information in the proposal.
3. **Executive Summary:** Two printed pages maximum. Provide a brief summary describing:
 - a. The Consultant's ability to perform the work requested.
 - b. A history of the Consultant's background and experience providing the services.
 - c. The qualifications of the Consultant's personnel to be assigned to this project.
 - d. Subcontractors, sub-consultants, and/or suppliers and a brief history of their background and experience.
 - e. Any other information called for by this Request for Proposal that the proposer deems relevant, including restating any exceptions to this RFP.

Note: This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers. Full resumes of the personnel to be involved with the project are required as part of the Questionnaire in Section 3)b. of this Request for Proposal

4. **Questionnaire/Response to Scope of Services:** Consultant shall provide responses and information to fully satisfy each item in the Questionnaire.

QUESTIONNAIRE

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The following questionnaire is intended to provide detailed information for City of Escondido reviewers to evaluate as part of the selection process. Each question item should be presented before the Consultant's response.

1) Company and General Information

- a. Consultant's company name and address.
- b. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions in the RFP.
- c. General information about the primary contact who would be able to answer the questions about the proposal. Include name, title, telephone number and email address of the individual.

2) Qualifications and Experience of the Consulting Firm

- a. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- b. What is the primary business of the parent company and/or affiliates?
- c. What is your firm's experience with designing skate spots? Provide project examples where consultant provided similar design services for municipality or government entity.
- d. Specific experience designing similar facilities to incorporate CPTED principles and vandalism/graffiti resistant features is highly desired.
- e. Disclose any involvement in legal litigate and whether or not your firm has ever been disqualified from or fired from a project.
- f. Comment on other areas that may make your firm stand out from your competitors.

3) Qualifications and Experience of the Proposed Project Team

- a. Describe the qualifications, roles, and responsibilities of the proposed project team, position(s) in the firm, and types and amount of equivalent experience. Include any municipal agencies that members of the project team have worked with in the past three (3) years and their level of involvement.
- b. Identify and provide the resume(s) of the personnel assigned to this project. Provide the same information for any subcontractors or subconsultants.

At a minimum, identify the following:

- Project Manager

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- Individual or team that will facilitate public meetings and presentations
- Lead designer and draftsman.
- Landscape architect and/or Civil Engineer.

4) Questions/Responses to Scope of Services

- a. Describe the methods by which your firm will fulfill the skate spot design and cost analysis requested in the Scope of Services. In responding to the Scope of Services, please be thorough in describing your firm's methodology and approach for completing the work as well as any potential challenges and how those will be addressed.
- b. Provide a statement of the service(s) that differentiate your firm from other respondents.

5) Proposed Schedule

Provide information outlining the schedule for major milestones in project design and community outreach. The schedule should include a list of key tasks and milestones along with approximate dates and deliverables.

6) Consulting Agreement and Conflict of Interest

- a. The firm should specifically indicate in their proposal the ability to meet the City's insurance requirements and that it is prepared to execute the City's Consulting Agreement (Attachment "A").
- b. Provide a statement disclosing any past, ongoing, or potential conflicts of interest that the proposer or any subcontractors may have as a result of performing the work.

7) Fees

- a. Provide detailed information on your fees including the number of hours assigned to each task and the associated hourly rate for each of the team members. Fees should be based on time and materials required for design services.
- b. Describe any remaining fees not already detailed above.
- c. Present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel).
- d. Payment will be made based on time and materials actually expended within the not to exceed limit.

8) References

- a. Provide a minimum of three municipal agencies references from projects of similar scope completed within the past three years. References should reflect the team members listed in the proposal.

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- b. Provide the following information for the three projects that are similar in size and scope to the project requested by this proposal:
 - i. Name, address, and telephone number of the agency.
 - ii. Time period for the project.
 - iii. Brief description of the scope of the project.
 - iv. Reference contact name and telephone number.

GENERAL

Enclosed is a copy of the City's standard Consulting Agreement (Attachment A). 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.

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. Interviews may be conducted to select the top scoring responding applicant. If negotiations are unable to be completed with the top scoring applicant, the City reserves the right to enter into negotiations with the second highest scoring applicant, etc. until a successful contract is negotiated.

MILESTONE EVENT	DATE
RFP published and distributed	10/29/18
Question submission deadline	11/13/18
City responses to questions	11/21/18
Proposal submission deadline	11/30/18

CITY NOTICES

All applicants shall note the following:

- All work performed for the City of Escondido, including all documents associated with the work, shall become the City's exclusive property.
- The City of Escondido reserves the right to:
 - Reject any or all RFP submittals by respondents.
 - Request clarification of any submitted information.
 - Waive any informalities or irregularities in any qualification statement.
 - Not enter into any agreement.
 - Not select any service provider.
 - Cancel this process at any time.
 - Amend this process at any time.

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- Make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes.
- Interview respondents prior to awarding a contract.
- Negotiate all final terms and conditions of any agreements entered into.
- Issue similar RFPs in the future.
- Request additional information during the interview.
- Applicants are liable for all errors or omissions contained in their RFP submittals.
- Applicants will not be allowed to alter submittals after the deadline for submission. The City reserves the right to make corrections or amendments due to clerical errors identified in submittals by the City or the applicant.
- Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any applicant shall be borne by applicant without reimbursement by the City.

SUBMISSION DETAILS

In order to eliminate/reduce paperwork and costs, a limited number of hard copies of the RFP information shall be submitted along with a digital file.

Applicants shall submit three (3) hard copies of their proposal and a digital file (flash drive) to the City not later than 5:00 p.m. on November 30, 2018. All hard copies and the digital file shall be submitted together in one sealed envelope to the following address:

**Danielle Lopez, Assistant Director of Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025
ATTN: Washington Park Skate Spot**

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

Questions regarding this RFP shall be submitted in writing by November 13, 2018, to Danielle Lopez, Assistant Director of Community Services, at dmlopez@escondido.org.

ATTACHMENT "A"

CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

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

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

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

Witness that whereas:

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

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

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

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

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- (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.

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- 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

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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.

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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: _____

Jeffrey R. Epp
City Manager

Date: _____

Department or Division Head

Date: _____

(Contractor signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL 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: _____

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
MICHAEL McGUINNESS, City Attorney

By: _____

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

EXHIBIT "A"

