March 16, 2020

SUBJECT: Request for Proposals ("RFP") for Escondido Creek Trail Expansion and Renovation Design Project

To Whom It May Concern:

The City of Escondido ("City") is seeking proposals for design services related to the Escondido Creek Trail Expansion and Renovation Project. Responder/consultant, or contracting teams, must also conduct technical analysis and prepare documents in accordance with the California Environmental Quality Act ("CEQA").

Three (3) copies of the Responder/Consultant proposal shall be submitted in a sealed envelope to the attention of Mike Strong, Assistant Planning Director, with the City of Escondido Community Development Department at 201 N. Broadway, Escondido CA 92025. Proposals must address all information requested in this RFP.

Proposals may be mailed or dropped off BUT must be received by 5:00 p.m. PST on April 13, 2020 to be considered timely. Late proposals will not be considered.

PROJECT DESCRIPTION:

The City of Escondido has been awarded $8.5 million from the California Parks Department to fund the Escondido Creek Trail Expansion and Renovation Project. These funds, made available through the Prop 68 Statewide Park Development and Community Revitalization Program ("SPP"), will bring to life the community's vision for revitalizing the Escondido Creek Trail and turning it into a premier linear park.

During the grant application phase, a Consultant was hired to conduct extensive community outreach in order to determine if the 2012 Escondido Creek Trail Master Plan still defines the community's desires for the park. That input was synthesized into a report creating a conceptual design for the type and location of improvements desired by the community that were ultimately submitted as the grant proposal. The successful Consultant shall build off of the findings in this document which is provided as support materials for this RFP. The City desires to implement as many of these improvements as the grant budget will allow, but the successful Consultant in this Design phase should also provide additional recommendations for changes that will maximize available funding while accomplishing the primary goal of making the Escondido Creek Trail a safe, welcoming, and usable premier linear park. City staff will
request for certain design options be considered, such as the exploration of high-quality artistic design elements, amenities, landscaping, and other design elements that improve the quality and condition of the trail park.

The Escondido Creek Trail Expansion and Renovation Project will improve approximately 4.5 miles of the existing Escondido Creek Trail (between Harmony Grove Road and Midway Drive) and add approximately 0.4 miles of new bicycle path (between Harmony Grove Road and the Citracado Parkway extension) to the linear park. This project will create a double-sided trail on approximately 1.7 miles; on one side will be the existing Class I bicycle path, on the other will be a new decomposed granite (DG) trail. Currently the City owns land on both sides of the Escondido Creek, but only one side is open to the public. Opening the closed side, removing asphalt and building a firm surface path, and adding natural and recreational features will add approximately 1.7 miles of new trail and 2.5 acres of parkland, in the heart of Escondido's census-defined disadvantaged community area. Community members of all socio-economic and cultural backgrounds will benefit from a trail that supports safety and healthy lifestyles. In addition to improving the existing paved path, the creation of a new DG trail will create separation between pedestrians and wheeled users.

Additional improvements include the following:

- Fencing.
- Lighting and electrical supply, which may service future security camera systems.
- Decorative and informative wayfinding signage.
- Storm water system and environmental design improvements, including swales, landscaping, and pocket gardens.
- Children’s play areas.
- Fitness equipment and recreational features.
- Water supply infrastructure to service landscaping and strategically placed drinking water stations.
- Dog waste and trash/recycling receptacles.
- Decorative murals, public art, and interactive elements.

The details of the scope and extent of the foregoing amenities would be incorporated into the final Escondido Creek Trail Expansion and Renovation Project. The scope and extent of the amenities will be based on professional judgement of the Consultant and City staff, while incorporating feedback received during the course of conducting additional public outreach.

The Escondido Creek Trail Master Plan, Revealing Escondido Creek Vision Plan, Prop 68 SPP grant application, and preliminary KTUA vision document may be viewed on the City’s website under the
heading RFP at https://www.escondido.org/engineering-services.aspx. Although the scope of the project is defined as noted in the grant application document, the Responder/Consultant is encouraged to carefully review the current preliminary design and identify any improvements that they can recommend.

**DESIGN SERVICES:**

1. **Services** shall include preparation of plans (seven sets), specifications (three sets) and a cost estimate (three sets), which shall be submitted at 30%, 60%, 90% and 100% stage. Design shall include all components required to complete all features described in the grant application including:
   - Property topographical and boundary survey
   - Demolition, grading, drainage and improvement
   - Lighting and electrical
   - Signage
   - Landscaping and irrigation
   - Fencing plan
   - Water improvement plans
   - Identification of public art themes, concepts, and appropriate locations

2. **Consultant** shall ensure project compliance with Escondido Storm Water Design Manual, as updated, to include preparation of a Storm Water Quality Management Plan, if needed.

3. **Consultant** shall prepare a recommendation for improving branding, wayfinding, and the quality of visitor experience at the Escondido Creek Trail.

4. The City will provide the Consultant with a copy of its standard General Conditions and General Provisions. The consultant shall prepare project special provisions and technical specifications using the Standard Specifications for Public Works Construction (Greenbook) base and format.

5. **Consultant** shall provide survey and base map data, including utility information.

6. **Consultant** shall provide construction support, bid support, utility and stakeholder coordination.

7. **Consultant** shall be responsible for tasks including, but not limited to baseline data collection, compliance information system, plan review, design development, stakeholder and community meetings, media and community outreach coordination and photo documentation.

8. Responders/consultants are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. Optional tasks should demonstrate that project benefits can be maximized and made to fit within budget.
PUBLIC OUTREACH SERVICES:

Community engagement and feedback has been and shall continue to be an important element of this project. The first phase of the project (i.e. work performed in 2019) focused on determining the scope of the project by soliciting community input, developing a vision for the trail, and determining project boundaries. Consultant services procured through this RFP (i.e. phase two) will be utilized to consider comments previously received, solicit more public feedback, and prepare plans that embrace community-supported solutions.

The City acknowledges that the project schedule requires design completion by October 2020. However, Responder/Consultant shall demonstrate an ability to strengthen the City’s ability to reach out to, communicate with, and hear input from the public including both traditional and nontraditional audiences during the course of developing the final design of the project. The Responder/Consultant should provide a way for the City to collect input to broaden project awareness and to maximize opportunities to get feedback. To facilitate the anticipated level of effort, the following task-by-task items listed below define the level of effort of the Responder/Consultant.

1. A dedicated project website should be created to serve as a clearinghouse for information about the project. It is anticipated that City staff will provide content management duties and other administrative support services related to launching and maintaining the project website. However, after contract award the Consultant must be prepared to make a written recommendation to City staff regarding the completeness or sufficiency of the website and how it will continue to evolve and grow, allowing citizens to "track" and participate in the process.

2. Consultant shall be prepared to provide engineered drawings, colored landscape plans, and elevations of key features to present to stakeholders, the public, and update the City’s website at key milestones covered by the proposed Responder/Consultant schedule. The Consultant will be expected to develop high quality content for meetings, events, and website usage. This includes display boards, presentations, flyers, and other graphics and materials.

3. Responder/Consultant shall be prepared to attend a series of meetings and/or workshops at key points throughout the process to inform and engage the community. Three (3) meetings total should be budgeted by the Responder/Consultant, at a minimum. It is anticipated that the community and stakeholders will need to be engaged on at least one occasion (with a series of meetings at different locations and times) to confirm final design direction. Responder/Consultant should identify the key point(s) in the process to undertake this outreach. At the meeting(s), Consultant materials should be "user-friendly" and highly graphic in nature and will attempt to interact with citizens by posing questions for consideration and having them draw or otherwise illustrate their responses on maps or other props.
4. In other instances, community outreach must be more targeted, with specific businesses and community-based organizations located in close proximity to the Escondido Creek Trail. It is anticipated that businesses and community-based organizations will need to be engaged at key milestones to keep a pulse of the status of the project. Responder/Consultant should identify the key point(s) in the process to undertake this focused outreach.

5. A minimum of two (2) public meetings (Planning Commission and City Council) should be budgeted and conveyed in the Responder/Consultant schedule.

6. Responder/Consultant should include other engagement activities and/or tools believed to be required to complete the project successfully, that is not included above within the expected Consultant services.

ENVIRONMENTAL SERVICES:

Through this RFP, the City is seeking a qualified Consultant to provide environmental review services and satisfy the requirements of CEQA, the State CEQA Guidelines, and the City’s Zoning Code Article 47. The City is the CEQA lead agency and the Planning Division is responsible for conducting and/or directing consultant work necessary to complete environmental review of projects within the jurisdiction of the City. Consultant services shall include the preparation of an Initial Study and Negative Declaration or Mitigated Negative Declaration for the full scope of the project. As of this writing, it is anticipated the following topic areas will need to be addressed for hydrology and water quality, light and glare, traffic and short term construction activity related to air quality, greenhouse gas emissions, noise.

OTHER RFP REQUIREMENTS:

1. The Consultant shall upon notification by the City of being selected for this work, return a signed Consulting Agreement for Design Professionals with the City (copy attached) and all required information within ten working days. The contract shall be paid at hourly rates with a not-to-exceed fee.

2. The Consultant preparing requested documents shall be a registered professional in California, qualified to perform the specific services. The license shall be valid and in good standing.

3. The Consultant shall use applicable Escondido Design Standards Manual, San Diego Regional Standards, Caltrans Standards and California MUTCD as appropriate. Consultant must use best efforts to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the project.

4. The Consultant shall prepare and submit hard copies and electronic copies of all deliverables, and mylars of final drawings for wet signature.

6. Consultant is performing and providing all services as an independent contractor and not an agent or employee of the City. The expertise and experience of Consultant are material considerations for City’s execution of any contract or agreement.

7. Consultant must prepare and furnish information required by such federal, state, or outside funding sources. Consultant agrees to adhere to the accounting principles and procedures required therein as required by the Prop 68 SPP, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. If the City desires to obtain additional funding from other federal, state, or other outside funding sources, Consultant must also prepare and furnish information required by such federal, state, or outside funding sources.

PROPOSAL SUBMITTAL INFORMATION:

Three (3) copies of proposals entitled “Escondido Creek Trail Expansion and Renovation Design Project” shall be submitted to the Planning Division, Community Development Department counter at City Hall (201 North Broadway, Escondido, CA 92025) by 5:00 p.m. PST on April 13, 2020. Proposals received after that time will not be considered. Each submittal shall include:

1. Proposed Project Team - List roles and responsibilities of all team members. Key members shall not be removed from the project without City approval.

2. Project Team Qualifications and References - Include information on the qualification of all team members. Consultant shall identify in writing the name and contact information for the Consultant’s Project Manager, and all key personnel and key sub-consultant personnel responsible for completing any part of the services. Consultant shall include a reasonably detailed job description and explanation of related past experience for each individual identified. Team members should have demonstrated experience in design of 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.

3. Scope of Work and Approach - Include information on the Consultant’s approach to the project, potential challenges and how these challenges will be addressed.

4. Proposed Fee for Services - Provide detailed information on the number of hours assigned to each task and the associated hourly rate for each of the team members. Work shall be completed on a time and material, not to exceed basis.
5. **Proposed Schedule** - Provide information outlining the schedule for major milestones in project design. Construction for this project must be complete by February 2022. Therefore, design services should not extend past October 2020.

**BUDGET:**

The maximum funding amount for this RFP is not to exceed $750,000 including all direct costs reimbursable. Proposals shall include a cost proposal that must list the fully-burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP, and the length of time that the rates will be valid as well as anticipated percent increase to rates over the contract period. Responders/consultants are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal, but should still be within the not-to-exceed amount.

The following terms will be adhered to by all parties during the requisition process:

1. The City reserves the right to negotiate all terms and conditions of any agreements entered into affecting the scope of work, deliverables, and anticipated project schedule.
2. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the City.
3. Consultant must pay for all printing and reproduction costs incurred in the performance of its services.

**LIMITATIONS:**

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements may be grounds for rejection of this proposal. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
2. The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date.
3. Proposals shall constitute firm offers. Proposals may not be modified after the due date. All proposals shall constitute firm offers valid for ninety (90) days from the due date. All proposals should be signed by an authorized representative of the bidder. Once submitted, proposals may be withdrawn, modified and resubmitted up until the due date. Any correction or re-submission of proposals will not extend the submittal due date.
4. At all times during the performance of the Service, Consultant shall keep, and cause to be kept, a sufficient number of skilled and experienced personnel necessary to perform and complete each part and all portions of the services and deliverables. City shall have the right to direct Consultant to remove any individual whether an employee of Consultant or of a sub-consultant performing the services or deliverables. Consultant shall take reasonable precautions in the selection of its personnel and sub-consultants and in the performance of the services to safeguard all aspects of the services and deliverables.

5. All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion “confidential.” The City will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked confidential in their entirety will not be honored, and the City will not deny public disclosure of any portion of submittals so marked. By submitting a proposal with portions marked “confidential” a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to the City’s non-disclosure of any such designated portions of a proposal.

**SCHEDULE:**

Construction for this project must be complete by February 2022. Therefore, design services should not extend past October 2020. The consultant will be required to make diligent and timely progress toward completion of the project as consistent with the Prop 68 SPP. Questions shall be submitted via email to Joanna Axelrod at jaxelrod@escondido.org.

- Release of RFP: March 16, 2020
- Questions due: By 5:00 p.m. PST, March 27, 2020
- Responses provided: April 3, 2020
- Proposals due: By 5:00 p.m., April 13, 2020
- Interviews scheduled (optional): Week of April 20, 2020
- Council approval of award: June 3, 2020
SELECTION PROCESS:

The submitted 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. Contract shall be awarded based on qualifications and best value of service provided, as determined by the City. Regarding the selection process, the City, at its option, may interview bidders. The interviews will be for the purpose of clarifying the proposals. Submittal of new proposal material at an interview will not be permitted. Interviews may involve a presentation and/or a question-and-answer session.

The City reserves the right to reject any and all proposals or to negotiate individually with one or more consultants, and to select one or more consultants if determined to be in the best interest of the City. A proposal may be immediately rejected at any time if it arrives after the deadline, or is not in the prescribed format, or is not signed by an individual authorized to represent the firm. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. The City also reserves the right to not enter into any agreement, cancel or amend the process at any time.

CONTRACTING INFORMATION:

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. Consultant work shall be in accordance with the Prop 68 SPP Grant Agreement and design should comply with grant application.

Attachments:
Attachment 1 – Consulting Agreement of Design Professionals
Attachment 2 – Grant Application Scope of Work
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 [Date] day of [Month], 20[Year].

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: [Name of Contact]
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]; 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 $[Amount]. 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:____________________________
________________________________________
Paul Mac Namara
Mayor

Date:_____________________
________________________________
Zackary Beck
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.
Attachment 2

Prop. 68 Statewide Park Program
Project Selection Criteria Requirements

Project Number: XS-37-057
Project Name: Escondido Creek Linear Park
Agency: City of Escondido

This project will expand and improve Escondido Creek Linear Park. Construct new walking trail, fitness stations, skate features, play spots, monuments, signage, murals, and viewing areas, with fencing, lighting and landscaping at key locations throughout the site.

Through community based planning meetings, youth, seniors, and families selected these features.
Additional design ideas from residents to be included in the project are:

- Opening both sides of the Escondido Creek Trail to accommodate multiple types of users in key areas.
- Add skateboarding features.
- Add fitness equipment and play features along the DG walking path.
- Additional green space with both trees for shade and plantings along the path.
- Lighting along the Creek will extend through the downtown core,
- Two pathways will be included along the Creek, one for pedestrians and the other for bicycle/wheeled users, along approximately 1.7 miles of trail.
- Skateboard features will also be placed away from pedestrian users.
- Include pollinator and/or native gardens to add life and color along the Escondido Creek
- Murals will be painted along the trail and trapezoidal channel to soften the industrial appearance of the flood control channel in key areas.

20 volunteers will participate in a pilot program to restore natural habitat in the Creek.

The Escondido Creek Conservancy will host clean-up events and will help restore natural habitat.

Neighborhood Healthcare will paint a mural on their building to help beautify the Creek Trail.

The project will include these sustainable techniques:

- Incorporate pervious surfaces such as decomposed granite.
• Add bio-swales along portions of both sides of the Creek Trail to help remove debris and pollution from surface runoff water before it enters the Creek.

• New water efficient irrigation will need to be installed along portions of the Creek, and the project will utilize recycled water to the greatest extent possible.

• At least 10% of the materials will consist of recycled materials and whenever feasible, organic waste will be composted.

• Native and drought tolerant landscaping will be planted near activity/gathering spaces. The city will also plant California milkweed in order to provide additional monarch butterfly habitat. 75-90 new trees will be planted along the Creek.

• This project includes the installation of four water fill stations, one on the western reach and three on the eastern reach (in the urban core).

• This project will help create, restore and preserve native wildlife habitat.

The park will be open seven days a week, from morning to late evening with no entry fees.