

## CITY COUNCIL

For City Clerk's Use:

☐

**APPROVED**

☐

**DENIED**

Reso No. \_\_\_\_\_

File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 14

**Date:** June 16, 2010

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Edward N. Domingue, Director of Engineering Services  
Robert J. Zaino, Deputy Director of Engineering Services

**SUBJECT:** Consulting Agreement with Schmidt Design Group and Budget Adjustment for Final Design of the Maple Street Pedestrian Plaza

### RECOMMENDATION:

It is requested that Council 1) adopt Resolution No. 2010-104 approving a consulting agreement with Schmidt Design Group in the amount of \$275,403 for the preparation of final construction plans, specifications, and estimates for the Maple Street Pedestrian Plaza; and, 2) approve a budget adjustment in the amount of \$313,547 to fund the cost of the final design and any incidental costs.

### FISCAL ANALYSIS:

The proposed budget adjustment will closeout the remaining funds, \$113,547, in the Downtown Pedestrian Corridor Master Plan project account. Work on the Master Plan has been completed and the remaining funds can be used to develop the Maple Street Pedestrian Plaza which is the first phase of the Downtown Pedestrian Corridor. In addition, the budget adjustment will transfer \$200,000 into the Maple Street project account from the Valley Parkway/Maple Street and 2<sup>nd</sup>/Maple Street Traffic Signal account. The Valley Parkway/Maple Street traffic signal is a companion project being developed at the same time as the pedestrian plaza. Any remaining funds left over in the Maple Street project after the final design effort is complete will be used for construction costs. The total amount of \$313,547 will fully fund the final design costs with a small contingency for City staff time and any unanticipated costs, i.e., utility potholing, hydraulic studies, etc. Approximately \$225,000 will remain in the Valley Parkway/Maple Street and 2<sup>nd</sup>/Maple Street Traffic Signal project account.

In addition to the funds that remain after the design effort is finished, \$580,000 has been programmed by City Council in several Street CIP budgets in prior fiscal years for anticipated construction costs of the Maple Street Pedestrian Plaza. Further, a \$935,000 Smart Growth Incentive Program (SGIP) grant from SANDAG will also be used for future construction costs. Lastly, a significant amount of un-programmed local Transnet funds are available for future construction costs if so desired by City Council.

PREVIOUS ACTION:

City Council authorized staff to apply for a SGIP grant from SANDAG for the Maple Street Pedestrian Plaza project in June of 2005.

A Council workshop was held on July 11, 2007 for the Maple Street Pedestrian Plaza. Alternative D, a one-way street from Grand Avenue to Valley Parkway with no on-street parking, was generally regarded by the public as the favored alternative. City Council authorized staff to continue work on the Pedestrian Plaza project with Alternative D being the preferred concept.

On May 21, 2008, City Council approved a consulting agreement with Schmidt Design Group in the amount of \$122,580 for preliminary design and environmental review for both the Downtown Pedestrian Corridor Master Plan and the Maple Street Pedestrian Plaza project.

On May 5, 2010, City Council reviewed and approved both the Downtown Pedestrian Corridor Master Plan and the concept plan for the Maple Street Pedestrian Plaza.

BACKGROUND:

Design services were solicited for the Maple Street Plaza project through a general request for qualifications in December of 2007. Statements of qualifications were submitted by six different consulting firms. Three of these competing firms were invited to submit detailed proposals and make a formal presentation to the consultant selection committee. After consideration of the formal proposals and consultant interviews, the firm of Schmidt Design Group, together with their team of sub-consultants, was selected as the best qualified consulting firm. The initial consulting agreement, in the amount of \$122,580, was for the preparation of the Downtown Pedestrian Corridor Master Plan and the concept plan for the Maple Street Pedestrian Plaza together with the necessary public hearings and environmental reviews for both projects. Detailed design of the Pedestrian Plaza was excluded from the original consulting agreement and deferred until the concept plan was approved and details of the project were better understood.

The attached scope of work and consulting fee in the amount of \$275,403 was negotiated with Schmidt Design Group and will provide for the preparation of construction documents, plans, specifications, and estimates, necessary for the bidding of the Pedestrian Plaza. The scope of services also includes consultant services during the bidding process and assistance during construction.

At the May 5, 2010, City Council meeting, several of the Council members expressed an interest in reducing the scope of the project to be more in line with the original SGIP application. To allow for this flexibility, the construction documents will be drafted with a number of deductive alternates in the

bid process. At the award of bid, Council can decide to award the entire project or exercise any number of the deductive alternates to adjust the total scope of the project and reduce the final cost.

Based on the most recent preliminary cost estimate, the total project, as shown on the approved concept plan, with design fees and the companion traffic signal, would require a total budget of \$2,790,000. Deducting the design fee leaves approximately \$2,510,000 for actual construction, contingencies, and construction administration. The Valley Parkway/Maple Street traffic signal was not part of the original SGIP application and is estimated to be \$295,000, leaving a budget of \$2,215,000 for the Pedestrian Plaza improvements alone. The proposed deductive alternates and their respective values in the preliminary cost estimate are outlined below.

|                                 |                  |
|---------------------------------|------------------|
| Base bid budget (Plaza only) =  | \$2,215,000      |
| Less deductive alternates-      |                  |
| 1) Two entry gateways =         | \$430,000        |
| 2) Two kiosks =                 | \$105,000        |
| 3) Two steel trellis =          | \$190,000        |
| 4) Interactive fountain =       | <u>\$130,000</u> |
| Budget reduction =              | \$855,000        |
| Alternate bid less deductions = | \$1,360,000      |

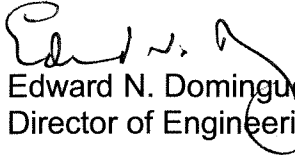
These particular deductive alternates were selected by staff since they have fairly substantial costs and are relatively easy to retrofit into the project at a later date when additional funds become available, perhaps through a supplemental SGIP grant. The other features of the Pedestrian Plaza are much more difficult to retrofit back into the project after the initial construction.

If Council elects to take all of the deductions, the project's scope is expected to be reduced by \$855,000. The revised budget with deductive alternates removed from the project is \$1,360,000. If the design fee is added back in to the alternate bid budget for comparison with the original SGIP grant, the budget for the deductive alternate project becomes \$1,640,000. This excludes the budget for the companion traffic signal project which was not part of the original SGIP grant. The original SGIP grant application was \$1,100,000; therefore, the remaining added features in the project, not originally envisioned in the SGIP grant, amount to an increase of \$540,000. These remaining added

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Maple St Final Design  
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features include the specimen oak tree with raised planter, compass rose paving treatment, festival street paving, art features, LED lighting effects, historical markers with ceramic tiles, bollards, and additional tree plantings.

Respectfully submitted,



Edward N. Domingue, P.E.  
Director of Engineering Services

Robert J. Zaino  
Deputy Director of Engineering Services



Date of Request: June 16, 2010

Department: Engineering Services

Division: \_\_\_\_\_

|   |             |
|---|-------------|
| Project/Budget Manager: <u>Robert Zaino</u> | <u>4001</u> |
| Name  | Extension   |


Council Date (if applicable): June 16, 2010  
(attach copy of staff report)

|       |                     |
|-------|---------------------|
| _____ | Budget Balances     |
| _____ | General Fund Accts  |
| _____ | Revenue             |
| _____ | Interfund Transfers |
| _____ | Fund Balance        |

[illegible]

Funds are needed for the final design of the Maple Street Pedestrian Plaza which will also include design of the Valley Parkway/Maple St Traffic Signal, a companion project. The Downtown Pedestrian Corridor Master Plan has been completed and the remaining funds can be used for the development of the first phase, Maple Street Pedestrian Plaza. Approximately \$225,000 will remain in the Traffic Signal - Valley Parkway/Maple St & 2<sup>nd</sup>/Maple project account.

**APPROVALS**

|   |                           |                       |               |
|---|---------------------------|-----------------------|---------------|
| <br>_____<br>Department Head | 6/9/2010<br>_____<br>Date | _____<br>City Manager | _____<br>Date |
| _____<br>Finance  | _____<br>Date             | _____<br>City Clerk   | _____<br>Date |

FM\105 (Rev.11/06)

RESOLUTION NO. 2010-104

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE, ON BEHALF OF THE  
CITY, A CONSULTING AGREEMENT FOR  
DESIGN SERVICES WITH SCHMIDT DESIGN  
GROUP FOR THE MAPLE STREET  
PEDESTRIAN PLAZA PROJECT

WHEREAS, the City staff selection committee conducted a thorough consultant selection process by a general solicitation for statements of qualifications and formal proposals from prospective consultants; and

WHEREAS, at the conclusion of the selection process, the City staff committee determined that the consulting firm of Schmidt Design Group, together with their proposed sub-consultant team, was the best qualified consultant for design services and preparation of construction documents for the Maple Street Pedestrian Plaza project ("Project"); and

WHEREAS, the Director of Engineering Services recommends the execution of a Consulting Agreement for Design Services ("Agreement") with Schmidt Design Group for the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Engineering Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Schmidt Design Group for Project. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 North Broadway  
Escondido, California 92025  
Attn: Fred Luedtke  
760-839-4036  
("CITY")

And: SCHMIDT DESIGN GROUP  
2655 Fourth Avenue  
San Diego, California 92103  
Attn: Glen Schmidt  
619-236-1462  
("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 provide professional design services and prepare final construction documents for the Maple Street Pedestrian Plaza project; 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 \$275,403. 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.
  - (2) 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.
  - (3) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
  - b. 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: \_\_\_\_\_

\_\_\_\_\_  
Lori Holt Pfeiler  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

SCHMIDT DESIGN GROUP

2655 Fourth Avenue  
San Diego, California 92103  
(Contractor name and address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

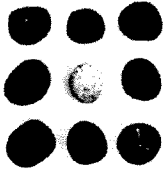
APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
JEFFREY R. EPP, City Attorney

By: \_\_\_\_\_

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

## SCHMIDT DESIGN GROUP, INC.



BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 Lic. CA 2138, NV 219, AZ 34139  
 telephone {619} 236-1462 facsimile {619} 236-8792  
 www.schmidtsgroup.com

June 8, 2010

Mr. Fred Luedtke  
 City of Escondido Engineering Department  
 201 North Broadway  
 Escondido, CA 92025

**Attachment A: Scope of Work, Schedule, and Fees for Maple Street Pedestrian Plaza**

The following scope of work, schedule and fees reflect our understanding of the work that is required for engineering design and consultant services for the Maple Street Pedestrian Plaza. Construction Documents will be based upon the Master Plan and supporting exhibits as presented to City Council on May 5, 2010.

**SCHEDULE**

We anticipate our schedule as follows:

- |  |                |
|--|----------------|
| • Conceptual Design Development complete and submitted to the City for review:                           | 8 weeks        |
| • 80% Construction Documents complete and submitted to the City for review:                              | 10 weeks       |
| • City review:   | 2 weeks        |
| • 100% Construction Documents complete and submitted to the City for review:                             | 8 weeks        |
| • City review:   | 2 weeks        |
| • Final bid set Construction Documents complete and submitted to the City for advertisement and bidding: | 4 weeks        |
| <br>Total schedule for preparation of construction drawings:   | <br>34 weeks   |
| <br>Anticipated schedule for construction (approximate)  |                |
| • Advertising and bidding  | 6 weeks        |
| • Construction   | 36 to 47 weeks |
| • Maintenance Period   | 12 weeks       |

Schmidt Design Group, Inc.  
 Maple Street Pedestrian Plaza  
 June 8, 2010  
 Attachment A Page 1

## SCOPE OF WORK/DESCRIPTION OF TASKS

### A. DATA COLLECTION AND CONCEPTUAL DESIGN DEVELOPMENT

This phase will include a design development submittal which will include Kimley Horn and Associates, Inc. (KHA, civil engineering consultants) and LSW Engineers (LSW, electrical engineering consultants). In addition, the geotechnical investigation is included in this phase so that the recommendations of West Coast Geotechnical Consultants, Inc. (WCGC) can be incorporated into the next phase. For this phase the design team will provide the following:

1. Review all data pertinent to the project including the existing Master Plan.
2. Review City/County codes, ordinances, and policies pertaining to the proposed project design.
3. Collect record information for the proposed work areas, to the extent readily available, from the City. It is assumed the as-built plans will be researched and compiled by the City, and be made available for consultants to pick up.
4. One site visit is included to compare the field conditions to the existing basemap as provided by the City.
5. Prepare a base sheet for designing the improvements.
6. Prepare design development drawings for construction and planting, based upon the approved Master Plan.
7. KHA will prepare a civil conceptual design layout showing proposed street design, preliminary grading plan, drainage recommendations, and paving recommendations. Included in this submittal will be Low Impact Development (LID) solutions to accommodate drainage (i.e. permeable concrete, rain gardens, etc.). A typical section will also be prepared. KHA will also prepare a technical memorandum discussing the street alignment and the intersection improvements at Maple and West Valley Parkway.
8. LSW will provide lighting conceptual design in support of the Master Plan.
9. One meeting with City staff is included to review the design development submittal.
10. Preparation of estimate of probable construction cost.
11. WCGC will file a traffic control plan and request a no-fee encroachment permit from Field Engineering. They will perform a surface reconnaissance on the project site to select the locations of subsurface explorations and notify Underground Service Alert to have utilities marked out.

WCGC will prepare a Report of Geotechnical Investigation based upon a subsurface exploration utilizing six small diameter borings, depths to range from 5 to 15 feet. In addition, one test hole will be excavated for an in-place percolation test. In place and laboratory testing will be performed on representative samples of on-site soil material. Laboratory testing will depend upon the extent and types of material that are encountered but will likely include:

- (8) in-place moisture and density tests
- (8) standard penetration tests
- (1) direct shear test
- (2) expansion index tests
- (1) maximum density/optimum moisture test and
- (1) R-value test.

The report will describe findings including the subsurface conditions, site geology and soil stratigraphic units encountered. The report will contain a site plan showing the location of explorations, logs of exploratory excavations, and present the results of laboratory testing. The report will present recommendations for subgrade preparation, and furnish structural

pavement sections for the street improvements. The report will provide soil parameters for foundation design for the proposed trellis structure and light poles. The report will present the results of the percolation test and absorption characteristics of the near surface soil at the location tested.

**Total service fee, item A., Data Collection and Design Development** **\$ 31,534.00**

|   |             |
|---|-------------|
| Schmidt Design Group, Inc.                            | \$11,840.00 |
| KHA (Civil Engineering, includes 15% mark-up)         | \$7,590.00  |
| LSW (Electrical Engineering, includes 15% mark-up)    | \$2,674.00  |
| WCGC (Geotechnical Engineering, includes 15% mark-up) | \$9,430.00  |

**B. CONSTRUCTION DOCUMENTS (PS&E: Plans, Specifications, and Estimate)**

Construction documents will be prepared based on the approved Master Plan and approved Conceptual Design Development submittal. We anticipate an 80% Submittal, 100% Submittal and Final Bid Submittal. This will include the following:

1. Title Sheet.
2. Demolition plan indicating the removal of paving and vegetation, saw cut lines, limits of grinding, utility adjustment, and other miscellaneous existing improvements.
3. KHA will provide civil engineering services for onsite improvements consisting of preparation of construction documents for onsite grading, storm drainage, horizontal control, improvement plan and profile, and construction details (clarification needed for the contractor or changes in standard details). KHA will perform hydraulic calculations and determine the required amount of runoff reduction, upon receipt of necessary data from the City. Calculations will be prepared as the basis of BMP design for the proposed improvements and will be available upon request. It is assumed a formal drainage study and downstream hydraulic analysis are not required.
4. Construction Plan (layout and hardscape plan), calling out all proposed improvements and including paving, site furnishings, seat wall, trellis structures, and signage.
5. Details of all construction improvements. This will include but will not be limited to: paving, site furnishings, seat wall, trellis, etc.
6. Burkett & Wong Engineers (BW) will provide structural engineering for two steel trellises including:
  - Preparation of structural design calculations and sketches.
  - Mark-up comments to be incorporated into structural construction documents which will be prepared by SDG.
7. SDG will coordinate with the Escondido History Center to develop historic text for up to fifteen (15) large format pavers.
8. LSW will provide electrical engineering services to include the preparation of construction drawings for street lighting, LED lighting for trees, accent lighting, fountain lighting and power, trellis lighting, entry sign lighting, as well as electrical distribution and controls. Electrical engineering design includes lighting photometric, fixture selections and details as well as branch circuiting, controls and Title 24 calculations. Utility coordination with SDGE for power is also included.
9. Graphic Solutions (GS, signage designers) will provide signage drawings based on the approved concept design which will include design intent drawings at 11"x17" size and construction specifications sufficient for fabrication by a qualified fabricator including:
  - Sign location plan
  - Control dimensions
  - Call-outs for materials, finishes, typestyles, and lighting effects

Schmidt Design Group, Inc.  
Maple Street Pedestrian Plaza  
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Attachment A Page 3

- Color specifications
- Elevations, side and top views where appropriate
- Structural engineering

The following typical elements will be included:

- Gateway sign
- Kiosk

10. Aquatic Design Group (ADG) will provide structural, mechanical, electrical, and plumbing engineering services for the custom fountain. Construction documents phase deliverables shall include the following:
  - a. Mechanical Drawings:
    - Water feature piping plan.
    - Water feature mechanical equipment piping plan.
    - Water feature mechanical equipment sections.
    - Miscellaneous water feature mechanical details.
  - b. Electrical Drawings shall include miscellaneous water feature electrical details.
  - c. Structural Drawings:
    - Water feature structural sections.
    - Water feature reinforcement schedules.
    - Miscellaneous water feature structural details.
  - d. Miscellaneous:
    - Water feature structural calculations.
    - Water feature technical specifications in CSI format.
11. Paul Hobson will provide design coordination and detail input for the art elements in the project, including custom tables, 'living room' furniture, stone and mosaic work for the central planter and fountain, text for the fountain columns, and mosaic pavers. Paul will also coordinate with Graphic Solutions for detailing of the mosaic work on the gateway and kiosk signage. Detailing of these elements will be by Schmidt Design Group and Graphic Solutions. 24 hours of time is included.
12. Planting plan indicating type, quantity, size and placement of all plant materials.
13. Required planting details.
14. Irrigation plan indicating valves, piping, heads, control equipment and miscellaneous appurtenances.
15. Required irrigation details.
16. An irrigation title sheet, overall irrigation key map, plans, details, notes and specifications to accommodate the use of recycled water are included. These plans and details will be submitted to the County of San Diego Department of Environmental Health (DEH) for review and approval.
17. Consultant will prepare project technical specifications. The specifications will be prepared in the format of project-specific modifications, as appropriate by construction item, to the Specifications of the City of Escondido, the Standard Specifications for Public Works Construction (Greenbook-2006) and the Caltrans Standard Specifications (City to provide boilerplate of Bid Documents for editing by SDG).
18. Preparation of estimate of probable construction cost at 80%, and 100% submittal.
19. Based on the written comments provided by the City engineering staff, Consultants will revise the preliminary design (80%) drawings for the 100% and final construction documents. Comments regarding clarification are included in the scope, but any comments requiring redesign will be viewed as an additional service. The final PS&E package will include signed mylar plans.



20. Design preparation for deductive alternatives which will include all substructures and clear space for the foundations so these features can be added at a later date without significant reconstruction. Electric conduit, water supply, and drainage lines for these items will be included in the base bid to facilitate adding the alternatives at a future date. The deductive alternatives will be clearly noted on the drawings and shall include:

- Two Gateway Structures
- Two Kiosks
- Linear Trellis (near Valley Parkway)
- Arch Shaped Trellis (near Grand)
- Fountain

**Total service fee, item B., Construction Documents:**

**\$ 156,766.00**

|  |             |
|--|-------------|
| Schmidt Design Group, Inc.                         | \$61,000.00 |
| Paul Hobson (Artist, includes 15% mark-up)         | \$4,140.00  |
| KHA (Civil Engineering, includes 15% mark-up)      | \$44,678.00 |
| LSW (Electrical Engineering, includes 15% mark-up) | \$17,739.00 |
| GS (Signage, includes 15% mark-up)                 | \$10,810.00 |
| ADG (Fountain, includes 15% mark-up)               | \$11,500.00 |
| BW (Structural Engineering, includes 15% mark-up)  | \$6,900.00  |

**C. TRAFFIC SIGNAL PS&E (Plans, Specifications, and Estimate)**

In addition to the civil improvement plans, KHA will also prepare the traffic signal, signing and striping, and traffic control plans for the project. Typically these would be included in the construction documents set, but at the request of the City we have separated this item out into a separate task.

1. Signing and Striping Plan.
2. Traffic Signal Plan (Maple and West Valley Parkway) showing proposed traffic signal phasing, poles and equipment locations, conduit routing and pull boxes, controller location, detection loop or zone locations.
3. Based on the written comments provided by the City engineering staff, Consultants will revise the preliminary design (80%) drawings for the 100% and final construction documents. Comments regarding clarification are included in the scope, but any comments requiring redesign will be viewed as an additional service. The final PS&E package will include signed mylar plans.

**Total service fee, item C., Traffic Signal PS&E:**

**\$ 23,015.00**

|   |             |
|---|-------------|
| Schmidt Design Group, Inc.                    | \$1,280.00  |
| KHA (Civil Engineering, includes 15% mark-up) | \$21,735.00 |

**D. MEETINGS CONSTRUCTION DOCUMENTS**

Because the number and extent of meetings are difficult to anticipate we propose to provide these services on a time and materials basis.

1. We will attend meetings with the City to facilitate the development of the preceding scope of work (anticipate 4 to 6 meetings and two site visits, up to a maximum of 42 hours for Principal Landscape Architect or Project Manager).

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**Total service fee, item D., Meetings (hourly, not to exceed estimate):** **\$ 10,535.00**

|   |            |
|---|------------|
| Schmidt Design Group, Inc.                    | \$6,510.00 |
| KHA (Civil Engineering, includes 15% mark-up) | \$4,025.00 |

**E. BIDDING, SITE OBSERVATION, CONSTRUCTION ADMINISTRATION**

The time required for construction observation / administration is difficult to anticipate. For this reason we propose to complete these services on a time and materials basis. The following services and costs are anticipated:

1. We will assist the City in administering the construction contract bid process. This will include review of bids as requested. During bidding, we will also be available for questions related to the proposed work, including written addenda.
2. We will attend a pre-bid and pre-construction meeting if required.
3. We will provide construction contract support services, consisting of responding to Requests for Information (RFIs), reviewing contractor submittals, providing Landscape Architect's Supplemental Instructions (LASIs), attending site meetings and attending site observations, for all phases of development including grading, construction of structures and hardscape surfaces, installation of landscape and irrigation, and installation of signage.
4. Site observation visits will be made at key times during construction followed by documentation. The following site visits are anticipated:
  - Grading and layout.
  - Flatwork layout.
  - Construction detailing.
  - Irrigation coverage test.
  - Planting.
  - Installation of signage.
  - Installation of art elements.
  - Final punch list walk.
  - Start of maintenance.
  - Final end of maintenance.

A minimum of 3 hours will be charged for each visit. Anticipate 18 hours Principal Landscape Architect and 24 hours of Project Manager for site visits, 10 hours Principal Landscape Architect for construction administration, 30 hours Project Manager for construction administration, and 30 hours Assistant Landscape Architect for construction administration (review of submittals & RFIs).

5. KHA will be available to provide construction phase services consisting of:
  - Site visits to observe construction of site work (up to 3 visits/6 hours).
  - Review of shop drawings (up to 6 hours).
  - Respond to requests for information (up to 12 hours) during the construction process.
6. LSW will provide three site visits during construction and construction administration services including review of submittal and responding to requests for information.
7. GS will provide three site visits during construction and review, adjust, and approve submittals from sign contractor including shop drawings, patterns and photo-ready art, and materials and color samples.
8. ADG will provide three site visits during construction and construction administration services including review of submittal and responding to requests for information dealing specifically with water feature items.

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9. BW will provide one site visit, review of pertinent shop drawings, and respond to requests for information.

**Total service fee, item E., Bidding, Site Observation, CA:** **\$29,098.00**  
(hourly, not to exceed estimate)

|  |             |
|--|-------------|
| Schmidt Design Group, Inc.                         | \$15,470.00 |
| KHA (Civil Engineering, includes 15% mark-up)      | \$4,025.00  |
| LSW (Electrical Engineering, includes 15% mark-up) | \$2,588.00  |
| GS (Signage, includes 15% mark-up)                 | \$3,910.00  |
| ADG (Fountain, includes 15% mark-up)               | \$1,725.00  |
| BW (Structural Engineering, includes 15% mark-up)  | \$1,380.00  |

**F. FINAL RECORD DRAWINGS**

1. As built drawings will be prepared based on information provided by the contractor regarding field changes and revisions as provided by the Contractor's Field Superintendent and approved by the City inspector.

**Total service fee, item F., Final Record Drawings:** **\$ 5,820.00**

|  |            |
|--|------------|
| Schmidt Design Group, Inc.                         | \$2,370.00 |
| KHA (Civil Engineering, includes 15% mark-up)      | \$2,875.00 |
| LSW (Electrical Engineering, includes 15% mark-up) | \$575.00   |

**G. REIMBURSABLE EXPENSES**

Reimbursable expenses such as reproduction printing, delivery service, soils testing, permits, parking, project specific supplies, etc., will be marked up by 15%.

In house plotting will be charged per square foot at the following rates: bond \$2.00 per square foot; vellum \$3.00 per square foot, mylar \$4.00 per square foot, color \$5.00 per square foot. In house color laser prints will be charged at \$.50 for letter size, \$.75 for legal size and \$1.00 for ledger size.

Mileage in the interest of the client will be charged at the current U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates (presently \$.55 per mile).

**Total service fee, item G., (Cost Plus 15%) anticipated:** **\$ 13,000.00**

**Summary of fees:**

|   |              |
|---|--------------|
| A. Data Collection and Design Development | \$31,534.00  |
| B. Construction Documents                 | \$156,766.00 |
| C. Traffic Signal PS&E                    | \$23,015.00  |
| D. Meetings                               | \$10,535.00  |
| E. Bidding, Site Observation Construction | \$29,098.00  |
| F. Final Record Drawings                  | \$5,820.00   |
| G. Reimbursable Expenses (Estimate)       | \$13,000.00  |

**Grand Total:** **\$269,768.00**

**Additional Optional Services**

**H. SURVEY REVIEW AND ADDITIONAL SURVEY**

KHA will review the survey as provided by the City for the proposed improvements. If additional survey is required to complete the civil improvement plans:

1. KHA will provide field survey to supplement the existing base mapping for the project location and approximately a 50' buffer beyond the project limits as currently defined. The field survey will be tied to real-world coordinate system and vertical datum consistent with City requirements and suitable for plan preparation.
2. KHA will obtain survey cross-sections between West Valley Parkway and Grand Avenue spaced at 50' intervals and approximately 100' of each intersection approach (both north and south approaches). Tighter spacing field shots may be needed in the areas of curves or proposed detailed areas.
3. Visible, above-ground utilities will be surveyed within the project and within 20' outside of the existing top of curb. Locations and sizes of existing trees will be obtained within the project area.
4. The effort to perform this field survey is anticipated to be two (2) days of a two-person crew with a single office day to perform the survey breakdown and calculations.
5. It is assumed that no right-of-way research is needed. If it is, it can be done as an additional service.

**Total service fee, item H., Survey Review and Additional Survey: \$ 5,635.00**

KHA (Civil Engineering, includes 15% mark-up) \$5,635.00

**Grand Total with Survey Services: \$275,403.00**

### **Project Assumptions and Exclusions**

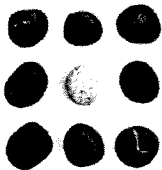
The scope of work and fees provided assume the following parameters:

1. Scope and fees do not include LEED certification.
2. Off-site street lighting, calculations and associated power distribution are not included.
3. Existing building façade lighting is not included.
4. Extensive value engineering changes to the drawings after the 80% Construction Documents submittal would be an additional service.
5. No work in relation to the delinquency or insolvency of the contractor is included.
6. Street improvements (curb, gutter and sidewalk, etc.) will not be required beyond the items outlined in the scope of work.
7. All plan processing and permitting fees shall be paid by others.
8. Plans will be permit ready but the Contractor or the Owner will pull the permits.
9. It is assumed there are no utility conflicts within the project limits. If there are found to be conflicts, any utility coordination/relocation will be viewed as an additional service.
10. Attendance at any community or any other additional meetings not already identified in the scope is not included. Additional meetings will be billed on a time and materials schedule.
11. It is assumed that a drainage study is not required. If it is found to be needed, it will be viewed as an additional service.
12. Additional submittals not specifically outlined in this scope of work are not included.
13. Preparation of bid documents other than the specifications as stated above.
14. Environmental Documentation is excluded.
15. It is assumed that Utility Service Letters have been sent out to the appropriate companies and this has been incorporated into the base map provided by the City. If not, this can be provided as an additional service.
16. Signage drawings do not include copy layout, camera-ready artwork/patterns, sections, construction details or engineering calculations, which are to be provided by sign fabricator or others as part of the shop drawings.
17. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Consultant at the time opinion is rendered and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
18. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

ATTACHMENT "B"

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EXHIBIT 1  
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SCHMIDT DESIGN GROUP, INC.



BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 Lic. CA 2138, NV 219, AZ 34139  
telephone {619} 236-1462 facsimile {619} 236-8792  
www.schmidtsgroup.com

June 7, 2010

Attachment B: Staff Assigned to Maple Street Pedestrian Plaza

**Schmidt Design Group, Inc. (Prime Consultant, Landscape Architecture)**

Glen Schmidt, Principal

Marney Jensen, Project Manager

**Kimley Horn and Associates, Inc. (Civil Engineering)**

Scott Colvin, P.E.

Jon Collins, P.E.

**LSW Engineers (Electrical Engineering)**

Neal Alagia, Principal

Pong Sourinphoumy, Assistant

**Graphic Solutions (Signage Designers)**

Simon Andrews, Principal

Cheryl Villa, Project Manager

**Aquatic Design Group (Fountain Designers)**

Randall M. Mendioroz, Project Manager

Scott J. Ferrell, Project Architect

**Burkett & Wong (Structural Engineering)**

Mike Hayes

**West Coast Geotechnical Consultants, Inc. (Geotechnical Engineering)**

Vince Gaby

**Paul Hobson, Artist**

Paul Hobson

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