



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: [Joanna Axelrod]  
(760) 839-4871  
("CITY")

And: LPA, Inc  
1600 National Ave.  
San Diego, CA 92113  
Attn: Arash Izadi  
619-795-2555  
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to update and finalize the Grape Day Park Master Plan, design the aquatic facility, and oversee the construction of the aquatic facility;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of \$1,040,400.

CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. In accordance with the foregoing standard, CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
  - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
  - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and 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 perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

LPA, Inc

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Mills, Chief Operating Officer (please print)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: \_\_\_\_\_

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



## ATTACHMENT "A" Scope of Work

### ATTACHMENT 'A' SCOPE OF WORK

CITY OF ESCONDIDO  
GRAPE DAY PARK MASTER PLAN &  
AQUATIC CENTER DESIGN  
7/15/2022

#### A. GENERAL

LPA, Inc., a California Corporation ("Consultant", or "Architect") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the master plan for Grape Day Park and the replacement of the City's James Stone Swimming Pool with a new Aquatic Center as described below in the Scope of Work.

Architect Contacts:  
Arash Izadi, ASLA, LEED-AP  
Director of Sport+Recreation  
5301 California Avenue., Suite 100  
Irvine, CA 92617  
[aizadi@lpadesignstudios.com](mailto:aizadi@lpadesignstudios.com)  
(949) 701-4059

John Courtney, ASLA, LEED-AP  
Project Director  
1600 National Avenue  
San Diego, CA 92113  
[jcourtney@lpadesignstudios.com](mailto:jcourtney@lpadesignstudios.com)  
(619) 795-2555

#### B. LOCATION

Consultant shall provide services described in the Scope of Work below at the addresses of Grape Day Park, 321 N. Broadway, Escondido, California 92025 and James Stone Swimming Pool at 131 Woodward Avenue, Escondido, California 92925.

#### C. SERVICES

LPA, Inc. understands the City is proposing to update the master plan for Grape Day Park and develop a new aquatic facility that replaces the existing James Stone Swimming Pool adjacent to the park. The scope may generally be described as and the project includes:

1. Master Plan  
The master plan process will be an update to the Draft Master Plan developed in 2014 with anticipated updates that may include:

- Features proposed with the new restroom facility project.
- Updated Aquatics Facility.
- Public art opportunities.
- Signage and way-finding program.
- Off-leash dog walk area.
- Landscaping and irrigation.
- Drainage and water management.

In addition to the items noted above, a Community Engagement process will reaffirm the desire for previously identified features and amenities as well as new facilities and features to be incorporated into the Master Plan Update.

2. Aquatic Center  
The Aquatic Facility effort will include design and documentation and may include:

- Lap / competition pool.
- Recreational pool.
- Splash pad.
- Pool support building.
- Parking lot reconfiguration.
- Landscaping and Irrigation.

This proposal is based on an assumed project budget of up to \$12 Million and a Construction Budget of up to \$8.4 Million, with the pool size(s), program and required documentation based on this budget.

#### DETAILED SCOPE OF WORK (BASIC SERVICES)

##### 0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration services including:
- .01 Initial consultation in development of the Project.





- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking services consisting of:
  - .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
  - .02 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval services including:
  - .01 Agency consultations.
  - .02 Preparation of written and graphic explanatory materials.
- 0.04 City-Supplied Data Coordination services including:
  - .01 Review and coordination of data furnished for the Project as a responsibility of the City.
- 1.02 Existing Facilities Surveys services consisting of researching, assembling, review and supplemental information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new program including:
  - .01 Photography.
  - .02 Review of existing design data.
  - .03 Review of existing drawings.
- 1.03 Survey/Base Map Preparation.
  - .01 See Augmented Services.
- 1.04 Geotechnical services has the following scope:
  - .01 Assist the City in establishing the criteria and requirements for geotechnical investigation and required report for which all structural and storm water improvements will be based on.
- 1.05 Project Development Scheduling services consisting of establishing and maintaining a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, City responsibilities and proposed design and construction procedures.

**1 - PREDESIGN SERVICES**

In the Predesign Phase, LPA, INC. shall provide those services necessary for LPA to assist the City in establishing a program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff / "Plan the Plan Meeting" services required to establish the following detailed requirements for the Project.
  - .01 Initial meeting to review project process, schedule, goals, sustainability, budget, and milestones.
  - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.

- 1.06 Summary of Meetings: services consisting of meeting attendance and presentations of Predesign Phase and recommendations by LPA, INC. as follows:
  - .01 One (1) – Kickoff Meeting (Plan The Plan).
- 1.07 Summary of Deliverables:
  - .01 Program.
  - .02 Schedule.
  - .03 Meeting Minutes.

**2 – GRAPE DAY PARK MASTER PLAN AND COMMUNITY WORKSHOP SERVICES**

- 2.01 Site Analysis: Conduct analysis of the existing site and record:



- .01 Circulation – Vehicular and pedestrian connections relative to the existing master plan. It is our understanding the City has a restroom project currently in progress at the park. Once provided by the City, LPA will consider the design of the restroom project in the park master plan.
  - .02 Existing trees to be protected in place (based on city supplied topographic survey and city supplied arborist report of existing tree conditions).
  - .03 Existing utilities and subsurface data (based on City supplied utility survey).
  - .04 Adjacent land uses, their relationships and edge conditions.
  - .05 Natural elements: sun, wind, soils, etc.
  - .06 Topography and surface drainage.
  - .07 Opportunities and constraints.
- 2.02 Workshop #1 -Staff In-House Workshop: This is an opportunity to engage with Community Services Staff, Public Works Staff and other key department staff to hear direct vision for programming opportunities, operations and to develop conceptual diagrams in a working session.
- 2.03 Workshop #2 - Community Workshop: The first public workshop will present the Master Plan process, focus on what the public sees as community recreation characteristics, issues and current opportunities and constraints for the park.
- 2.04 Site Awareness Tour (Concurrent with Workshop #2): This tour is an opportunity for attendees to engage with the stie, reflect on existing conditions and utilize a tor workbook that LPA will develop to encourage engagement.
- 2.05 Workshop 1, 2, and Site Awareness Tour Summary – LPA will compile information obtained in the two previous workshops and the site awareness tour into a summary document for use throughout the process and as a record of community involvement.
- 2.06 Stakeholder Interviews: – Face-to-face interviews with selected stakeholders such as key City personnel, community leaders, School District, and user group stakeholders, etc., to provide the opportunity to gain valuable perspective. These interviews seek insight into the City's values, strengths, weaknesses, unique attributes, distinctive competencies, and initiatives as well as identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of recreation and swimming programs and services. This process lays the groundwork for an engaging and active Public Involvement Process. Consultants will work with Staff to identify and schedule interviewees, with a maximum of eight (8) interviews to be scheduled over the course of one day.
- 2.07 Focus Group Meeting(s): The use of focus groups is a method to engage stakeholders, staff, community leaders, youth, or adults in an interactive planning process. Focus groups provide effective interaction with specific population groups in more detail than possible in a large group or one-on-one setting. These groups may include representatives from City staff, public agencies, schools, public safety, non-profit community agencies, business leaders, faith-based organizations, special interest groups, or others. LPA will facilitate three (3) focus groups meetings (in a single day) to elicit comments from the participants to identify issues, concerns, and current or emerging facility or program needs.
- 2.08 City-Wide Resident Web-Based Survey: Resident surveys are a critical public planning tool due to their ability to represent the public as a whole with statistical validity. They also are an important validation check on the feedback from those citizens who choose to participate in venues such as public workshops or other open engagement. The City-wide surveying will use up to 3 short surveys (for high completion rates) and a target of 270 or more completed responses each to achieve statistical reliability of +/- 6% margin of error with a 95% confidence level. Results will be tabulated and provided in graphic format that will include geographically and demographically indexed results for the most helpful decision support.



- 2.09 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the findings of the workshops to date and to finalize the project program.
  - .01 Review program information from the various outreach strategies.
  - .02 Meet with City Steering Committee to confirm program requirements and obtain direction on proposed program.
  - .03 Design objectives, limitations, and criteria.
  - .04 Space requirements.
  - .05 Site requirements.
- 2.10 Conceptual Diagram services consisting of the development of up to three (3) diagrammatic studies and pertinent descriptive text for:
  - .01 Program elements identified in the workshops.
  - .02 Human, vehicular and material flow patterns.
  - .03 General space allocations.
  - .04 Adjacency.
  - .05 Flexibility and expandability.
- 2.11 Community Workshop #3 – The third workshop will focus on recreation programs and facilities input gathered during Workshop #2. Conceptual diagrams developed following the previous workshops will be presented to participants and feedback gathered.
- 2.12 Aquatic Committee Meeting: Special meeting with a select aquatic committee to review additional criteria, program information and requirements for the Aquatic Facility.
- 2.13 Conceptual Diagram Refinement services consisting of refinement of the conceptual diagrams into a single consensus master plan and an aquatics concept plan.
  - .01 Consensus Master Plan.
  - .02 Aquatic Concept Plan.
- 2.14 Rough Order of Magnitude Cost services consisting of development of a high-level cost range for a single consensus plan the Project based on the identified program elements, expected Project delivery process, and appropriate hard cost contingencies. Based on ROM costs, consultant team may develop conceptual phasing considerations / recommendations for the aquatics facility to respond to budgetary constraints of the City finances.
- 2.15 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the final consensus plan, rough order of magnitude costs.
  - .01 Review final consensus plan.
  - .02 Review Rough Order of Magnitude Cost Range.
  - .03 Review potential aquatic center phasing considerations.
- 2.16 Draft Master Plan Update – Prepare / Update the draft master plan document incorporating the following items:
  - .01 Introduction.
  - .02 Master Plan Vision, Goals and Objectives.
  - .03 Existing Conditions.
  - .04 Summary of research, observations, and community outreach results.
  - .05 Suggestions, rationales, and recommendations for the placement of amenities.
  - .06 Examples of the various program elements.
  - .07 Implementation strategy/phasing plan.
  - .08 Regulatory requirements.
  - .09 Preliminary Cost Range.
- 2.17 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the Draft Master Plan and Aquatic Concept Plan.
- 2.18 Commission and Council Presentations: Prepare for and attend commission, committee, and council meetings to present the Draft Master Plan.
  - .01 Planning Commission.
  - .02 Historic Preservation Committee.
  - .03 City Council.
- 2.19 Final Master Plan – Prepare a final master plan document final incorporating appropriate and reasonable City comments.



- 2.20 Summary of Meetings:
  - .01 One (1) – In-House City Staff Workshop.
  - .02 Two (2) Community Workshop Meetings.
  - .03 One (1) – Site Awareness Tour (concurrent with Workshop 2).
  - .04 One (1) – Stakeholder Interviews (Up to 8 in a single day)
  - .05 Up to Three (3) – Focus Group Meetings (In a single day).
  - .06 One (1) – Aquatic Committee Meeting
  - .07 Up to Three (3) – Web Based Surveys.
  - .08 Up to Three (3) – City Steering Committee Meetings.
  - .09 One (1) Each – Planning Commission, Historic Committee, and City Council.

- 2.21 Summary of Deliverables:
  - .01 Agendas.
  - .02 Preliminary Master Plan Concepts.
  - .03 Aquatics Concept Plan.
  - .04 Consensus Summary Plan.
  - .05 ROM Cost Estimates and Conceptual Phasing Considerations.
  - .06 Draft Master Plan.
  - .07 Final Master Plan.
  - .08 Workshop Activity Summaries.
  - .09 Meeting Presentations (where appropriate).

**3 – AQUATIC CENTER SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase, LPA, INC. shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of Aquatic Center Project components for approval by the City, based on program requirements provided by the City, and reviewed and agreed upon by LPA. Aquatic Center Design will be limited to the aquatic center only and will not include improvements to the broader Grape Day Park or other Master Plan program items. The following descriptions shall apply to those services specific to the Aquatic Center site.

- 3.01 Architectural and Interior Design/Documentation services responding to program requirements and consisting of preparation of preliminary documents for the aquatics building.
  - .01 Conceptual site and floor plans.

- .02 Preliminary selection of building systems and materials.
- 3.02 Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
  - .01 Material selection and plans
  - .02 Planting concept.
  - .03 Hardscape areas and materials.
- 3.03 Aquatics Documentation services consisting of drawings and other documents illustrating the scale and relationship for an 8 lane by 25-yard multipurpose lap pool, Instructional Pool (approximately 11,700 sf) and interactive Splash Pad (pool sizes and quantity are subject to the budgetary assumptions noted in this Scope of Services):
  - .01 Conceptual Site Plan.
  - .02 Elevations of splash pad for conceptual site plan.
  - .03 Cut sheets for proposed play elements.
  - .04 Swimming Pool Plan View.
  - .05 Swimming Pool longitudinal sections.
  - .06 Swimming Pool finish concepts.
  - .07 Recreation pool plan section and finish concepts.

- 3.04 Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for the specified structures.
  - .01 A preliminary structural system concept.
  - .02 Preliminary structural design criteria.
- 3.05 Electrical Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  - .01 Power service and distribution.
  - .02 Interior/exterior lighting.
  - .03 Communication systems.
  - .04 Special electrical systems (excluding A/V).



- .05 General space requirements for electrical equipment and BDF/IDF rooms.
  - 3.06 Mechanical and Plumbing Design/Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
    - .01 Energy source(s).
    - .02 Energy conservation measures.
    - .03 Heating, ventilation, and air conditioning.
    - .04 Energy management and controls.
    - .05 Plumbing.
  - 3.07 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside the property line, city sidewalks and areas within the public Right of Way are not included. Design solutions will be developed for the following:
    - .01 On-site utility systems exhibit.
    - .02 Fire department access exhibit.
    - .03 Drainage systems concept.
    - .04 Conceptual grading concept exhibit.
    - .05 Stormwater management requirements.
    - .06 Limits of demolition delineation.
    - .07 Parking lot layout.
    - .08 Off-site work limited to curb cuts and curb returns only.
  - 3.08 Coordination Meeting: Meeting with the City Staff / Steering Committee to review development of the documents, obtain feedback on various studies and concepts and finalize design components.
  - 3.09 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.
  - 3.10 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Project based on the most recent schematic design document, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
  - 3.11 Schematic Design Presentation: Present the Schematic Design Package and Cost Estimate to the Steering Committee for approval.
  - 3.12 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following City representatives:
    - .01 One (1) – City Coordination Meeting.
    - .02 One (1) – Schematic Design Presentation.
  - 3.13 Summary of Deliverables consisting of:
    - .01 Schematic Design architectural and structural for the structures.
    - .02 Schematic Design for civil engineering, electrical, landscape architecture and aquatics for the site.
    - .03 Updated Project Schedule (if applicable).
    - .04 Statement of Probable Construction Cost.
    - .05 Meeting Minutes.
- 4 – AQUATIC CENTER DESIGN DEVELOPMENT SERVICES**
- In the Design Development Phase, LPA, INC. shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the City, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Aquatic Center Project, including architectural, structural, landscape architecture, mechanical, aquatics and plumbing systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling. The following descriptions shall apply to those services.
- 4.01 Architectural Design/Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final relationships, forms, size, and appearance of the Project architectural components described in Section 3 through the preparation of the following exhibits:



- .01 Plans, sections, and exterior elevations.
  - .02 Typical construction details.
  - .03 Interior elevations.
  - .04 Final materials selections.
  - .05 Equipment layouts.
- 4.02 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work for the Project landscape architecture components described in Section 3 through the preparation of the following exhibits:
- .01 Hardscape Plan.
  - .02 Typical Construction Details.
  - .03 Applicable Elevations.
  - .04 Planting Plans and Details.
- 4.03 Aquatics Documentation services consisting of drawings and other documents to fix and describe the size and character of the swimming pool architectural, structural, mechanical, and electrical systems, materials, and such as other elements, as may be appropriate, through the preparation of the following exhibits:
- .01 Swimming Pool/Recreation Pool plan view.
  - .02 Swimming Pool/Recreation Pool longitudinal and cross sections.
  - .03 Swimming Pool/Recreation Pool finish details.
  - .04 Swimming Pool/Recreation Pool rail goods/competitive equipment details.
  - .05 Splash pad plan views.
  - .06 Splash pad longitudinal and cross sections.
  - .07 Splash pad finish details.
  - .08 Splash pad play equipment and details.
  - .09 Swimming pool and splash pad equipment room dimensions.
  - .10 Utility requirements and points of connection.
  - .11 HVAC requirements for pool equipment.
  - .12 Outline specifications.
- 4.04 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:
- .01 Final structural design criteria.
  - .02 Foundation and framing sizes.
  - .03 Lateral load resisting system.
  - .04 Critical coordination clearances.
  - .05 Outline specifications of material lists.
- 4.05 Mechanical and Plumbing Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
- .01 Preliminary site utility connections.
  - .02 Approximate equipment sizes, weights, and capacities.
  - .03 Preliminary equipment layouts.
  - .04 Required chases and clearances.
  - .05 Preliminary distribution and routing.
  - .06 Visual impacts.
  - .07 Plumbing requirements and equipment.
  - .08 Preliminary energy calculations for code compliance.
- 4.06 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
- .01 Criteria for lighting, electrical and communications systems.
  - .02 Approximate sizes and capacities of major components.
  - .03 Preliminary electrical/low voltage/fire alarm device layouts.
  - .04 Interior/exterior lighting fixture layouts, control locations, and base specifications.
  - .05 Required chases and clearances.
- 4.07 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.



- 4.08 Interior Design/Documentation services consisting of development of Outline Specifications or materials lists to establish the final scope and preliminary details.
- 4.09 Coordination Meeting: Meeting with the City Staff / Steering Committee to review development of the documents, obtain feedback and finalize design components.
- 4.10 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 4.11 Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration:
  - .01 Availability of materials and labor.
  - .02 Project delivery procedures.
  - .03 Construction scheduling.
  - .04 Changes in scope of the Project.
  - .05 Adjustments in materials.
- 4.12 Design Development Presentation: Present the Schematic Design Package and Cost Estimate to the Steering Committee for approval.
- 4.13 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following City representatives:
  - .01 Two (2) – Steering Committee Design Coordination Meeting.
  - .02 One (1) – Design Development and Budget Presentation.
- 4.14 Summary of Deliverables consisting of:
  - .01 Building Design Development drawings of architecture, interiors, structural, mechanical, and electrical design.
  - .02 Site Design Development drawings of civil, aquatics, site electrical and landscape architecture requirements.
  - .03 Outline specification.
  - .04 Schedule update.
  - .05 Updated Statement of Probable Construction Cost.

## 5 – AQUATIC CENTER CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA, INC. shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the City, Construction Documents for the Aquatic Center consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

- 5.01 Architectural Design/Documentation services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project including the following:
  - .01 Final site plan.
  - .02 Floor plans.
  - .03 Sections/elevations.
  - .04 Details.
  - .05 Building systems/materials.
  - .06 Kitchen consultant coordination.
  - .07 Specifications.
- 5.02 Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project including the following:
  - .01 Materials and layout plans.
  - .02 Details.
  - .03 Sections and elevations.
  - .04 Planting plans and details.
  - .05 Irrigation plans and details.
  - .06 Specifications.
- 5.03 Aquatics Documentation services consisting of drawings and specifications setting forth in detail the requirement for construction of the aquatic components including the following for the swimming pools and splash pad:
  - .01 Architectural drawings.
  - .02 Structural drawings.
  - .03 Mechanical drawings.
  - .04 Electrical drawings.
  - .05 Specifications.



- 5.04 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:
  - .01 Structural details and systems.
  - .02 Structural calculations.
  - .03 Specifications.
- 5.05 Mechanical Design/Documentation services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project including the following:
  - .01 Mechanical details and plans.
  - .02 Details and systems.
  - .03 Calculations.
  - .04 Specifications.
- 5.06 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:
  - .01 Electrical plans.
  - .02 Calculations.
  - .03 Details and schedules.
  - .04 Specifications.

NOTE: Security system design and engineering are not included.
- 5.07 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:
  - .01 Demolition Plan.
  - .02 Horizontal Plan.
  - .03 Pavement Plan.
  - .04 Wet Utilities Plan.
  - .05 Final Grading Plan.
  - .06 Management Plan.
  - .07 Specifications.
- 5.08 Interior Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project including the following:
  - .01 Finish plans.
  - .02 Reflected ceiling plans.
  - .03 Plan enlargements.
  - .04 Elevations.
  - .05 Details.
  - .06 Specifications.
- 5.09 Materials Research/Specifications during the Construction Documents Phase consisting of:
  - .01 Assistance to the City in development of Bidding documents.
  - .02 Assistance to the City in development of their prepared Conditions of the Contract (General, Supplementary, and other Conditions).
  - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project.
  - .04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 5.10 Statement of Probable Construction Cost services consisting of updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:
  - .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
  - .02 Known changes in the cost of materials, labor, and services since preparation of the previous Statement of Probable Construction Cost.
  - .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.





- 5.11 Summary of Presentations / Meetings services consisting of meeting attendance and presentations of Construction Documents and special presentation graphics by LPA to the following City representatives:
  - .01 One (1) - Steering Committee Meeting(s).
  - .02 One (1) - Agency Submittal and Budget Review.
- 5.12 Summary of Deliverables consisting of:
  - .01 Bid-ready construction plans and specifications.
  - .02 Statement of Probable Construction Cost.
  - .03 Digital copy of plans and specifications.
  - .04 Mylar copy of plans and specifications.

**6 - AQUATIC CENTER BIDDING / NEGOTIATION SERVICES**

In the Bidding or Negotiations Phase, LPA, INC., following the City approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the City in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction of the Aquatic Center. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 6.01 Bidding Materials services consisting of assisting the City with:
  - .01 Coordination.
  - .02 Completeness review.
- 6.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.
- 6.03 Bidding/Negotiations services consisting of:
  - .01 Assistance to the City in establishing a list of Bidders or proposers.
  - .02 Assisting to City in establishing Prequalification requirements for

- Bidders or proposers, where appropriate.
- .03 Participation in pre-bid conference.
- .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .05 Attendance at bid opening.
- 6.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers prior to receipt of Bids or proposals.
- 6.05 Bid Evaluation services consisting of:
  - .01 Participation in reviews of Bids or proposals.
- 6.06 Construction Contract Agreements services consisting of:
  - .01 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).
- 6.07 Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following City representatives:
  - .01 One (1) - Prebid Conference
  - .02 One (1) - Bid Opening
- 6.08 Summary of Deliverables consisting of:
  - .01 Bid documents.
  - .02 Addenda.

**7 - AQUATIC CENTER CONSTRUCTION CONTRACT OBSERVATION SERVICES**

In the Construction Contract Observation Phase, LPA, INC. shall provide those services designated necessary for the administration of the Aquatic Center construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City and Architect for Designated Services. The following descriptions shall apply to those services:



- 7.01 Office Construction Administration services consisting of:
  - .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents.
  - .02 Distribution of submittals to the City, Contractor and/or LPA's field representative, as required.
  - .03 Maintenance of master file of submittals.
  - .04 Related communications.
- 7.02 Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on bi-weekly meetings for Sixty (60) weeks of construction for a total of Thirty (30) meetings. Structural observation field visits will be based on the critical stage of construction.
- 7.03 Supplemental Documents services consisting of:
  - .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications, and interpretations in response to requests for information by Contractor or the City and, as required, by construction.
  - .02 Forwarding the City's instructions and providing guidance to the Contractor on the City's behalf relative to changed requirements and schedule revisions.
- 7.04 Quotation Requests/Change Orders services consisting of:
  - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
  - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications, and record-keeping relative to changes in the Work.
- 7.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the City.
- 7.06 Project Closeout / Substantial Completion services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - .01 A review with the City's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
  - .02 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
  - .03 Notification to the City and Contractor of deficiencies found in follow-up review, if any.
  - .04 Final review with the City representative to verify final completion of the Work.
  - .05 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City against liens.
- 7.07 Record Drawings services consisting of:
  - .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
  - .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
  - .03 Transmittal of record drawings and general data, appropriately



- identified, to the City and others, as directed.
- 7.08 Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following City representatives:
- .01 Thirty (30) – Bi-Weekly Meetings.
  - .02 One (1) – Project Close Out Reviews.
- 7.09 Summary of Deliverables:
- .01 Field Reports/communications.
- 8 – AUGMENTED SERVICES
- The following are included in the Scope of Services and are in addition to the Basic Services noted in Tasks 1 – 7.
- 8.01 Cost Estimating services provided at the following milestones as described:
- .01 Programming / Conceptual Design.
  - .02 Aquatic Center Schematic Design.
  - .03 Aquatic Center Design Development.
  - .04 Aquatic Center Construction Documents.
- 8.02 Aquatic Center Topographic Survey has the following scope:
- .01 Field Establish Control, set aerial targets, fly 1"=40' scale aerial Topography.
  - .02 Design Survey to supplement aerial survey.
  - .03 Plot Record Property lines based upon City provided title report.
  - .04 We understand the City has an existing topographic survey of Grape Day Park. LPA will review the provided survey and where possible or practical, may utilize the survey to reduce the limits of supplemental survey work at the aquatic facility.
- 8.03 Aquatic Center Underground Utility Survey has the following scope:
- .01 Utilizing the same limits of surveying as the topographic survey, utilize location equipment to determine the presence of and approximate locations and estimated depth of underground utilities that can be detected with commonly available locating equipment, such as electromagnetic, CCTV push camera, ground penetrating radar (GPR), locatable duct rodder.
- 8.03 Aquatic Center SWPPP services include preparation of a Stormwater Pollution Prevention Plan.
- 8.04 Aquatic Center WQMP services include preparation of a Water Quality Management Plan / Stormwater Management Plan within the limits of the proposed project
- 8.05 Aquatic Center Operational and Market Study
- .01 Project Overview
    - a. Project review and update.
    - b. Identify constraints and parameters.
    - c. Meet with project team.
  - .02 Market Analysis
    - a. Service areas identification.
    - b. Demographic.
    - c. Characteristics/community profile.
    - d. Review of existing city program.
    - e. Competitive market analysis
    - f. Comparison with national, regional, and local participation statistics/trends.
  - .03 Operational Plan
    - a. Use estimates.
    - b. Fee structure.
    - c. Sources of income.
    - d. Operating cost projections.
    - e. Revenue generation projections.
    - f. Revenue / expenditure comparisons.
    - g. Capital improvement allocation.
  - .04 Final Report
    - a. Incorporate City comments.
    - b. Develop final report.
    - c. Develop executive summary.
  - .05 Meetings
    - a. One (1) - Market Analysis presentation.
    - b. One (1) - Operational Plan presentation.



## STANDARD ASSUMPTIONS

The following are Scope of Work assumptions:

1. **CONSULTANTS:** The work of the aforementioned consultants is included as part of this Scope of Services and will be billed at their fee plus 20% for LPA's coordination.
2. **SURVEY:** The topographic survey is provided as an augmented service and is limited to the aquatic area only and does not encompass the broader Grape Day Park, offsite areas, or areas beyond the immediate limits of the aquatic facility. The plotting of the Record Property Lines is considered preliminary and subject to change if a Boundary Survey is performed.
3. **TITLE REPORT:** City to provide a comprehensive single title report from which all relevant property line, easement and legal boundaries will be plotted.
4. **GEOTECHNICAL ENGINEERING:** The City shall provide a geotechnical report from which all structural information shall be based.
5. **UTILITY LOCATING / FORENSICS:** The city is to provide an accurate utility plan indicating the location, type, and depth of all utilities.
6. **APPROVAL:** The City's written request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented, and billed on an hourly basis.
7. **MARKET / OPERATIONAL REPORT:** A market and operational report has been included as an optional service and is in addition to the Basic Services.
8. **CONSULTANTS:** The work of the Architect, Landscape Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, Cost Estimator, Aquatics Consultant, and the Irrigation Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 10% for coordination.
9. **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the City at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the City. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.10.
10. **RESPONSIBILITIES:** LPA will be responsible for Master Planning Services and Community Outreach (as noted), and Schematic Design, Design Development, Construction Documents, Bid Negotiations, and Construction Administration for the Aquatic Complex as stated on this this Scope of Services. Offsite related work for any area and development of detailed design, Schematic Design or Construction Documents for Grape Day Park are excluded.
11. **AGENCY APPROVAL:** It is assumed all permitting and approval will be through the City of Escondido and County Health Department. Submittals to any other agency including DSA or the requirement of obtaining approvals from any other agency is excluded and may be provided as an optional service. Based on preliminary discussions with DSA regarding similar projects, if a joint use agreement is developed with the School District and/or funding is utilized from the School District it is highly likely that DSA will require a full review and approval as the Lead Agency superseding City requirements. LPA will review the project specifics with the City and include a virtual meeting with LPA's entitlements coordinator to review DSA's requirements and assist in determining if a review by DSA is required.
12. **RATE SCHEDULE:** The attached LPA hourly rate schedule became effective March 2022, however, is subject to change without notification.



13. ADDITIONAL SERVICES: Tasks not included in this Scope of Services but requested by the City shall be identified as such and billed at an hourly rate unless a detailed scope of services proposal is requested.
14. SPECIFICATIONS: The City shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions. Consultant shall utilize CSI standard format for technical specifications and refer to and include by reference the 2021 Standard Specifications for Public Works Construction ("Greenbook").
15. FEES: The City shall pay all government fees, permits, assessments, etc.
16. SPECIAL MEETINGS: Necessary preparation time and attendance at public hearing, Council Meetings, Commission Meetings or agency meetings (other than as noted in this Scope of Services) by LPA, INC. are not within this Scope of Services.
17. MASTER PLAN: It is assumed the master plan and aquatic facility will be developed concurrently with meetings addressing both items unless noted otherwise in this Scope of Services. The Master Plan is assumed to be an "Update" and not a comprehensive development of a New Master Plan. All previously developed information including the existing Draft Master Plan will be provided to LPA in a usable manner directly editable without requiring extensive redevelopment, word processing or other efforts.
18. PROJECT PHASES: This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
19. CONSTRUCTION DOCUMENTS: The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the City requires a separate set of documents for early bid packages, early demo packages or for off-site, etc., LPA will provide these drawings as an additional service.
20. ELECTRICAL EXCLUSIONS: Temporary power design is excluded.
21. LEED/SUSTAINABLE DOCUMENTATION: The design or documentation of LEED or other sustainable tracking/certification process is excluded and may be provided as an additional service.
22. PHOTOVOLTAIC / SOLAR WATER: The design and/or documentation of photovoltaic or solar water systems are excluded and may be provided as an additional service.
23. CITY STREET IMPROVEMENT EXCLUSIONS: Improvements to adjacent city streets are excluded. Any work requiring a dedicated or unique set of documents separate from the comprehensive set being prepared for on-site related work is excluded and may be provided as an additional service.
24. ENVIRONMENTAL: All CEQA related work including but not limited to studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, arborists study of existing tree conditions, regional drainage study, and sensitive habitat are not included in this proposal. It is anticipated that the City has the existing studies required.
25. EXISTING TREES: City to supply a complete arborist report of existing trees with genus, species, condition, and recommendations.
26. PLANNING DEPARTMENT: Submittal and/or preparation of any documents for Planning Department are excluded.
27. OFF-SITE: Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the limits of the proposed aquatic facility (or on-site) to serve the proposed development. No studies of utilities beyond the immediate limit of the aquatic facility are included.
28. ACCESS: Access points to the adjacent streets have been previously established and



- no improvements other than minor curb cuts are anticipated.
29. BOUNDARY: The boundary corners for the site have been established and monumented by others.
30. FLOOD PLAIN: The site is not located within the limits of a 100-year floodplain and will not include any new regional drainage improvements. No on-site retention is anticipated.
31. MAILERS AND OUTREACH: All mailers, noticing and outreach to the community and/or stakeholders (or any other group) shall be by the City. LPA may assist in the development of graphics for fliers and similar items if required.
32. ESCONDIDO CREEK: Studies, coordination with or any required documentation related to Escondido Creek is excluded.
33. ACOUSTICS: Acoustic studies or any other special study is excluded. All required information related to acoustics is to be provided by the City.
34. RECORD DRAWINGS: Information is to be provided by the Contractor. Any drafting services required by the City can be provided on an hourly basis.
35. FIELD SURVEY STAKING: Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
36. SCOPE AND FEES: LPA's scope and fees are based on an assumed level of documentation as described in this Scope of Services with a construction budget of up to \$8.4 million. Based on the scope preliminarily identified in the RFP, the actual construction cost may exceed the budget assumptions noted and may require additional documentation. If the approved budget is increased from the \$8.4 Million noted, LPA's fees will be adjusted up at the same percentage as the original proposal.
37. MEETINGS: Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
38. DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
39. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
40. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
41. PROJECT CONTROL: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.



## D. SCHEDULING

The Scope of Work shall commence upon execution of this agreement, estimated approximately on or around July 27, 2022. The following are approximate schedule durations for each of the phases of the project, based on a late July '22 starting date and shall be updated at each milestone of the project for City review and approval.

Phase	Duration	Approximate Dates
Master Plan	8 mo.	Jul. '22 – Feb. '23
Schematic Design	3 mo.	Feb. '23 – Apr. '23
Design Development	3 mo.	May. '23 – Jul. '23
Construction Documents	3 mo.	Aug. '23 – Oct. '23
Agency Review	4 mo.	Oct. '23 – Jan. '24
Bidding/Negotiations	3 mo.	Feb. '24 – Mar. '24
Constr. Observation	18 mo.	Mar. '24 – Sept. '25

## E. CONTRACT PRICE AND PAYMENT TERMS

The following is the proposed compensation for the Scope of Work identified. The contract price total dollar amount is an estimated fee based on an assumed Project Budget of \$12 Million and a Construction Cost of up to \$8,400,000. Upon confirmation of the budget at the end of Schematic Design, LPA's fees and services will be adjusted up to reflect the final budget and related documentation and locked in at that time.

The contract price shall not exceed \$1,040,400.00 without written approval from the City, and includes basic services, augmented services and reimbursable expenses and does not include optional services. The contract price for the work includes all labor, materials, equipment, reimbursable expenses and transportation required to perform the work referenced above in the Scope of Work. Pending confirmation of the scope, the following fees may be adjusted to align with the services noted.

### \*Master Plan

Master Plan:	\$146,000
<b>Subtotal Master Planning</b>	<b>\$146,000</b>

### Documentation (Basic Services)

Schematic Design:	\$ 107,100
Design Development (30% CD):	\$ 164,200
Construction Documents:	\$ 214,200
Bidding:	\$ 21,420
Construction Observation	\$ 207,080
<b>Subtotal Documentation (Basic Srvcs.)</b>	<b>\$ 714,000</b>

### \*Augmented Services

Topographic Survey:	\$ 38,856
Underground Utilities Survey:	\$ 17,244
Cost Estimating	\$ 46,800
SWPPP	\$ 6,000
WQMP/Storm Water Quality Mgmt. Plan	\$ 6,000
Operational & Market Study	\$ 24,600
<b>Subtotal Augmented Services</b>	<b>\$ 139,400</b>

Reimbursable Allowance	<u>\$ 41,000</u>
<b>TOTAL</b>	<b>\$1,040,400</b>



\*Augmented Services: Augmented Services are in addition to the Basic Services noted in the Master Plan and Documentation scopes but are included in the overall project scope and contract price.

Reimbursable expenses are in addition to compensation and typically run approximately %5 - 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices.

Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of invoices for those services.

Aquatics:	Aquatic Design Group
Cost Estimating:	HL Construction Management
Irrigation Design:	Sweeney and Associates
**Optional	Ballard*King
Market/Operations:	

**BASIC HOURLY RATE SCHEDULE**

Principal	\$280.00
Director	\$240.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Design Coordinator II	\$170.00
Manager	\$165.00
Design Coordinator I	\$145.00
Senior Specialist	\$140.00
Designer III	\$135.00
Specialist III	\$110.00
Designer II	\$120.00
Specialist II	\$95.00
Designer I	\$110.00
Specialist I	\$85.00
Intern	\$85.00

NOTE: These rates became effective March 2022 and are subject to change annually.

**PROPOSED CONSULTANT/DISCIPLINES**

Architecture:	LPA
Landscape Architecture:	LPA
Interior Design:	LPA
Structural:	LPA
Civil:	LPA
Mechanical/Plumbing:	LPA



## ATTACHMENT "B" Personnel List

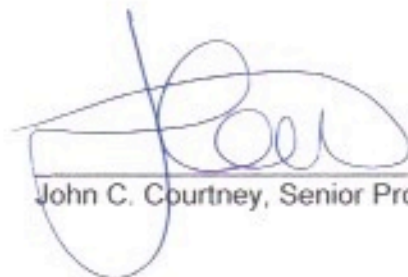
Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Arash Izadi, Principal, [aizadi@lpadesignstudios.com](mailto:aizadi@lpadesignstudios.com) , and
2. John Courtney, Managing Director & Sr. Project Manager, [john.courtney@lpadesignstudios.com](mailto:john.courtney@lpadesignstudios.com), and
3. Rocio Gertler, Principal, [rgertler@lpadesignstudios.com](mailto:rgertler@lpadesignstudios.com), and
4. Lindsay DeCeault, Project Landscape Architect, [ldeceault@lpadesignstudios.com](mailto:ldeceault@lpadesignstudios.com) , and
5. Matthew Porreca, Project Architect, [mporreca@lpadesignstudios.com](mailto:mporreca@lpadesignstudios.com) , and
6. Kathereen Shinkai, Civil Engineer, [kshinkai@lpadesignstudios.com](mailto:kshinkai@lpadesignstudios.com) , and
7. Erik Ring, Mechanical Engineer, [ering@lpadesignstudios.com](mailto:ering@lpadesignstudios.com) , and
8. Bryan Seamer, Structural Engineer, [bseamer@lpadesignstudios.com](mailto:bseamer@lpadesignstudios.com) , and
9. Steve Bakin, Electrical Engineer, [sbakin@lpadesignstudios.com](mailto:sbakin@lpadesignstudios.com) , and
10. Darcie Gumbayan, Entitlement Specialist, [dgumbayan@lpadesignstudios.com](mailto:dgumbayan@lpadesignstudios.com) , and
11. Kenya Huezo, Landscape Architect, [khueze@lpadesignstudios.com](mailto:khueze@lpadesignstudios.com) , and
12. Jesse Hong, Landscape Architect, [jhong@lpadesignstudios.com](mailto:jhong@lpadesignstudios.com) , and
13. Eric Baumgartner, Architect, [ebaumgartner@lpadesignstudios.com](mailto:ebaumgartner@lpadesignstudios.com) , and
14. Dennis Berkshire, Aquatic Consultant, Aquatic Design Group, [dberkshire@aquaticdesigngroup.com](mailto:dberkshire@aquaticdesigngroup.com), and
15. Scott Ferrell, Aquatic Architect, Aquatic Design Group, [sferrell@aquaticdesigngroup.com](mailto:sferrell@aquaticdesigngroup.com) , and
16. Ryan Craven, Cost Estimator, [rcraven@hlconstructionmanagement.com](mailto:rcraven@hlconstructionmanagement.com) , and
17. Tim Fettig, Surveyor (Guida Surveying), [tfettig@guidainc.com](mailto:tfettig@guidainc.com) , and
18. Darin Barr, Project Analyst, (Ballard\*King Associates), [darin@ballardking.com](mailto:darin@ballardking.com) , and
19. George Wymer, Irrigation Designer, (Sweeney & Associates), [gwyrner@sweeneyassoc.com](mailto:gwyrner@sweeneyassoc.com) , and

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: 7/15/22

  
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John C. Courtney, Senior Project Manager