

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: Jonathan Schauble (760) 839-4072 ("CITY")

And:

KIMLEY-HORN AND ASSOCIATES, INC. a North Carolina corporation 401 B St., Suite 600 San Diego, CA 92101 Attn: Mark Araujo 619-744-0177 ("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 perform engineering design of the Grand Avenue Vision Phase II Project;

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. <u>Description of Services</u>. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as <u>Attachment "A"</u> and incorporated herein by this reference ("Services").

- 2. <u>Compensation</u>. 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 \$362,500. 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. <u>Performance</u>. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. 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. <u>Personnel</u>. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on <u>Attachment "B"</u>, 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 assign such component of the Services to a person without obtaining the City's prior written consent.
- 5. <u>Termination</u>. 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. <u>City Property</u>. 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 selfinsurance. 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 selfinsurance 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. <u>Anti-Assignment Clause</u>. 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. <u>Attorney's Fees and Costs</u>. 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. <u>Independent Contractor</u>. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
- 12. <u>Amendment</u>. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
- 13. <u>Merger Clause</u>. 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. <u>Anti-Waiver Clause</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Provisions Cumulative</u>. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

- 19. <u>Notice</u>. 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. <u>Business License</u>. 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. <u>Compliance with Laws, Permits, and Licenses</u>. 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. <u>Prevailing Wages</u>. 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/dprewagedetermination.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. 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.
- 24. <u>Effective Date</u>. 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

KIMLEY-HORN AND ASSOCIATES, INC.

Date:

Signature

Name & Title (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

A. <u>General</u>

Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), will provide the City of Escondido, a California municipal corporation ("City"), with consulting engineering services related to the City's Grand Avenue Vision Phase II Project ("Project").

B. Location

The Consultant will provide services on Grand Avenue from Maple Street to Juniper Street with some striping modifications which may extend east to Ivy Street.

C. <u>Services</u>

Consultant shall provide the services as specified in the Proposal for Grand Avenue Vision Project – Phase II, dated August 26, 2022 and attached hereto, which services shall include the following:

- 1. Engineering Design Services
 - a. Project administration
 - b. Survey, base mapping and field verification
 - c. Preliminary engineering
 - d. Stakeholder engagement meetings (up to 3)
 - e. PS&E development through final construction bid documents
- 2. Construction Support Services
 - a. Archaeological monitoring
 - b. Bid support
 - c. Construction support; including RFI responses and submittal reviews
 - d. As-Built engineering drawings

Services shall be performed only by those persons listed in the Personnel List attached hereto as Exhibit B.

D. <u>Scheduling</u>

Engineering is expected to begin in September 2022. Design is expected to be completed by May 1, 2023. Construction could begin in 2023. Consultant has provided a tentative design schedule as part of their proposal.

E. <u>Contract Price and Payment Terms</u>

The contract price of this Consulting Agreement shall not exceed **\$362,500**. Consultant shall submit monthly invoices to the City. Invoices shall describe the work accomplished in the pay period and detail the hours worked by each staff person. The City shall pay Consultant for invoiced services within 30 days of receipt of a complete and accurate invoice. Transportation costs and miscellaneous expenses shall not exceed the expenses line item in the proposal.

F. <u>Term</u>

The term of this Third Amendment shall be from the Effective Date of this Consulting Agreement through **June 30, 2024**.

ATTACHMENT "B" Personnel List

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

Name	Title	Email	Company
Mark Araujo	Project Manager	mark.araujo@kimley-horn.com	Kimley-Horn
Dennis Landaal	Principal-in-charge	dennis.landaal@kimley-horn.com	Kimley-Horn
Kirk Ammerman	Constructability	kirk.ammerman@kimley-horn.com	Kimley-Horn
Megan Ulery	QA/QC	megan.ulery@kimley-horn.com	Kimley-Horn
Randall Kopff	Landscape Architect	randall.kopff@kimley-horn.com	Kimley-Horn
Sean Houck	Roundabout Designer	sean.houck@kimley-horn.com	Kimley-Horn
Naomi Willis	Roundabout Designer	naomi.willis@kimley-horn.com	Kimley-Horn
Sam McWhorter	Wet Utilities Lead	sam.mcwhorter@kimley-horn.com	Kimley-Horn
Renee Chuang	Drainage Designer	renee.chuang@kimley-horn.com	Kimley-Horn
Rich Lucera	Drainage Lead	rich.lucera@kimley-horn.com	Kimley-Horn
Matt Horton	Public Outreach Lead	matt.horton@kimley-horn.com	Kimley-Horn
Jon Collins	Traffic Lead	jon.collins@kimley-horn.com	Kimley-Horn
Joe Shultz	Traffic Designer	joe.shultz@kimley-horn.com	Kimley-Horn
Dalia Ansari	Traffic Designer	dalia.ansari@kimley-horn.com	Kimley-Horn
Mike Colombo	Electrical Lead	mike.colombo@kimley-horn.com	Kimley-Horn
Jackson Modrak	Electrical Designer	jackson.modrak@kimley-horn.com	Kimley-Horn
Melanie Duenas	Analyst	melanie.duenas@kimley-horn.com	Kimley-Horn
Manny Guzman	Analyst	manny.guzman@kimley-horn.com	Kimley-Horn
Madeline David	Analyst	madeline.david@kimley-horn.com	Kimley-Horn
Israa Khan	Analyst	israa.khan@kimley-horn.com	Kimley-Horn
Jillian Arthur	Analyst	jillian.arthur@kimley-horn.com	Kimley-Horn
Cliff Selbert	Branding Identity Lead	cselbert@selbertperkins.com	Selbert Perkins
Dominique Logan	Branding Identity	dlogan@selbertperkins.com	Selbert Perkins
Stacie Wilson	Environ./Cultural Lead	StacieW@helixepi.com	HELIX
Nick Loera	Potholing	NickL@CBelow.com	C-Below
Mickey Aguirre	Survey	mickey@aguirre-inc.com	Aguirre & Assoc.
Mike Havener	Survey Lead	mike@aguirre-inc.com	Aguirre & Assoc.

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:

Mor

Mark Araujo, Project Manager

8/26/2022

August 26, 2022

Jonathan Schauble, PE Principal Engineer 201 North Broadway Escondido, CA 92025

Re: GRAND AVENUE VISION PROJECT – PHASE II

Dear Jonathan Schauble,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Escondido ("City") for providing Civil Design Plans, Specifications, and Estimate ("PS&E") for the Grand Avenue Vision Project – Phase II.

PROJECT UNDERSTANDING

The City of Escondido accepted funding from the American Rescue Plan Act of 2021 with a portion of the funding being allocated to addressing negative economic impacts caused by Covid-19 pandemic. \$5M of the funding will be available to build upon the grant-funded Grand Avenue Vision Plan - Phase I improvements by providing permanent expansion of outdoor dining and sidewalk areas along Grand Avenue between Maple Street to Juniper Street. The goal of the Vision Plan is to build on the identity of Grand Avenue as a charming historic street by improving the comfort and experience of its patrons, circulation, parking, and visibility to local businesses. This phase of improvements will include the design of all three roundabouts at Maple Street, Broadway and Kalmia Street. Based on the available funding the roundabout at Broadway will be constructed as part of Phase II and the remaining roundabouts will be constructed as part of Phase III once funding becomes available. It is assumed that the sidewalk expansions design features will match the improvements in the Phase I. Additional amenities including a kiosk and gateway signs will be included as part of this phase.

AutoCAD 2022 will be utilized for all base files and deliverables within this scope. The files can be saved down to an earlier version (AutoCAD 2015), if requested by the Client.

Kimley-Horn will contract with the following sub consultants:

- □ Aguirre & Associates, Inc Topographic Survey
- Selbert Perking Design Branding Identity
- Belix Environmental Planning, Inc. Cultural Resources Monitoring
- C-Below Dry Utility Potholing

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

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TASK 1: PROJECT ADMINISTRATION, MEETINGS & COORDINATION

Task 1.1: Project Administration

Kimley-Horn will provide project management and coordination with subconsultants. We will review sub-consultant team contracts, deliverables and prevailing wage monitoring and compliance during the subconsultants prevailing wage activities for the project. Kimley-Horn will develop a project schedule at the start of the project and will review and update it monthly. Kimley-Horn will track and manage the scope of work versus the agreed upon schedule. We anticipate the total duration of this scope of work (Tasks 1-7) to be 8 months.

Deliverables

- One electronic copy of the monthly invoices in accordance with contract requirements (PDF Format)
- One electronic copy of the project schedule (PDF Format)

Assumptions

• We estimate the total duration of this task and project to be 8 months.

Task 1.2: Project Meetings and Coordination

Kimley-Horn will coordinate with the City throughout the duration of activities identified in this scope of services. Coordination could include phone calls and/or site and office meetings to discuss specific project related items. Kimley-Horn estimates one 1) monthly in-person/virtual meeting with City Staff, a total of 8 meetings for the duration of the project. It is assumed that each meeting will be one (1) hour and require up to one (1) hour of preparation and will have up to two (2) Kimley-Horn team members in attendance.

Kimley-Horn will maintain an action item matrix that will be used to track action items, responsible parties identified throughout the duration of the project. The action item matrix will be presented at each bi-weekly meeting. The action item matrix will be kept up to date and will be provided to the City upon request.

Deliverables

- One electronic copy of the meeting minutes (PDF Format)
- One electronic copy of the action item matrix (PDF Format)

Task 1.3: Project Initiation and Kick-Off

Kimley-Horn will facilitate a project kick-off meeting at the City of Escondido to discuss project schedule, design objectives, budget and deliverables. The City shall provide direction on key design preferences, site constraints and any issues prior to starting the design process.

Kimley-Horn will present the project schedule as detailed in the scope. The outlined process will be organized and mapped to show the relationship between tasks to allow effective and timely planning of tasks, designate key project milestones and deliverable dates for each phase.

The project lines of communication will be established between the Kimley-Horn and the City of Escondido. The level of involvement and roles for each task and phase will also be identified.

Deliverables

• One electronic copy of the project schedule (PDF Format)

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TASK 2: SURVEY, UTILITY BASE MAPPING AND FIELD VERIFICATION

Task 2.1: Topographic Survey

The field survey will include roadway sections every 25-ft from top of curb to top of curb, intersection survey, curb returns, top of curb, flowline, gutter lip, grade breaks, pedestrian ramps, concrete pads, limits of asphalt concrete and other changes in material. At the location where the sidewalk will be extended, additional focused survey will be captured including survey of existing building edges concrete band, building corners, street lights, trees, tree grates, railing, posts, site furniture, existing wet and dry utilities, all above ground appurtenances (valves, meters, hose bibs, manholes, cleanouts, handholes, risers, pull boxes, vaults, transformers, etc.) within the limits of work (outlined in the project understanding). Field work will include dipping up to three (3) gravity structures (storm drains).

Deliverables

D Topographic Survey File (AutoCAD 2022).

Assumptions

- Topographic Survey support beyond the scope described herein will be considered an additional service.
- Record of Survey to document pre-construction survey monuments is not included as part of this scope.

Task 2.2: Utility Base Mapping

The Kimley-Horn team will obtain readily available wet and dry as-builts and utility facility maps from the City and utility providers operating within the project area to update existing utility base map used for the Phase I design. Kimley-Horn will send utility request letters and create a matrix to file existing dry utility information throughout the project site. Known utility types, sizes, and materials will be added to the utility base map in an AutoCAD file for distribution to the design team. Utility infrastructure research will be limited to the project limits described in the project understanding

Deliverables

- Utility Base Map (AutoCAD 2018).
- □ Facility Maps obtained from Utility Providers available upon request.
- Utility notification letters (and responses) available upon request.

Assumptions

- City to provide as-builts records.
- Utility request letters will be on City letter head.
- Utility companies may take up to two (2) months to respond to As-Built request letters.
- Profiles of existing pipes are excluded from the dry utility base mapping effort. AutoCAD drawings shall depict plan information only.
- It is possible that existing utilities that have been abandoned may not be properly indicate in As-Built information. There are instances that fiber optics lines or abandoned storm lines are discovered during construction. The team will map pertinent infrastructure on records files obtained.

Task 2.3: Field Verification

Two Kimley-Horn staff will field check the base map and utility locations based on field conditions. Field notes and pictures will be taken to supplement design and document discrepancies. Discrepancies will be addressed.

Deliverables

□ Site photos and field notes available upon request.

TASK 3: 30% PRELIMINARY ENGINEERING

Task 3.1: Concept Refinement

Kimley-Horn will revise the preliminary concept drawing previously developed as part of the Phase I project based upon the description in the RFP and input from City staff at the project initiation meeting. Kimley-Horn will research and provide temporary alternatives for the roundabouts at Maple Street and Kalmia Street for the City to review (up to two alternatives). Striping revisions east of Grand Avenue between Juniper Street and Ivy Street will included as part of this effort. Kimley-Horn assumes that sidewalk widening will match the Grand Avenue Phase I and that the design will be based on previously established design parameters vetted as part of the Grand Avenue Visioning process. Variations of sidewalk widening maybe considered based on existing business needs identified in recent surveys performed by the City. These variations will be captured in the concept refinement phase. Kimley-Horn assumes up to (up to two alternatives).

Task 3.2: 30% Preliminary Engineering Drawings

Once the concept has been approved by the City, Kimley-Horn will prepare 30% preliminary engineering drawings and design check calculations to obtain geometric approval of the refined concept developed under Task 3.1. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to the existing street infrastructure.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested.

The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- □ Intersection angle of visibility
- □ Intersection Sight Distance (Assume tc=5.0 seconds)
- Stopping Sight Distance

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The design checks and roundabout operations will be summarized and documented in a Roundabout Performance Memorandum that will be submitted to the City with the 30% Preliminary Engineering Drawings.

Task 3.3: Project Kiosk and Gateway Sign Concept Development

The Kimley-Horn team will provide up to three (3) kiosks and gateway sign types for the City's input and selection. The following tasks will be performed as part of this task.

- Develop conceptual approaches to the digital kiosk and gateway. Design approaches will include visual approach, dimensions, font sizes and styles, symbols, colors, and preliminary materials for both sign types.
- D Present a preliminary conceptual design for all elements for the City's selection.
- Develop concept design package to illustrate the recommended type face, color, the use of the appropriate identity elements, message layout template and the general overall appearance of the digital kiosk and gateway.
- D Present programming information alternatives for City review and approval.

Task 3.4: 30% Opinion of Probable Construction Cost

Kimley-Horn shall prepare an OPCC for the preferred 30% design. The OPCC will be presented to show the proposed bid items, unit prices, contingencies, and an overall cost.

Task 3.5: Potholing

The Kimley-Horn team will perform pothole investigations for utilities determined to be in potential conflict with the proposed improvements, up to 5 potholes. A Pothole Data Report identifying the location, depth, material and size of utilities in question will be developed and used for design considerations.

Deliverables

- One electronic copy of the final Concept Plan (PDF Format).
- One electronic copy of the Preliminary Engineering Drawings (PDF Format).
- One electronic copy of Roundabout Performance Memorandum (PDF Format)
- One electronic copy of the 30% OPCC.
- One electronic copy of the Kiosk and Gateway Sign Conceptual Design (PDF Format).
- One electronic copy of the Pothole Report (PDF Format)

TASK 4: STAKEHOLDER COORDINATION

Task 4.1: Public Outreach and Coordination

Kimley-Horn will facilitate up to three (3) stakeholder meetings with the community and merchant/stakeholder working groups. It is anticipated that parking, fences, schedule, construction operations and construction phasing will be covered as part of these meetings, including other topics as necessary.

It is assumed that each meeting will be one (1) hour and require up to two (2) hours of preparation and will have up to two (2) Kimley-Horn team members in attendance.

Deliverables

• Electronic copy of the meeting minutes (PDF Format).

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Photo documentation of current site conditions and project milestone (such as workshops, community meetings, presentation to community groups).

Assumptions

- City to secure meeting location.
- © City to coordinate advertising and invites for the community meetings.
- © City responsible for posting information on the City website, if desired.

Task 5: 60% PLANS, SPECIFICATIONS AND OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 5.1: 60% Plans

Kimley-Horn will prepare 60% plans based on the approval of Task 3 for City's review and comment. The design will be based on the following standards: City of Escondido Design Standards, San Diego Regional Standards, San Diego County Design Standards, Caltrans Highway Design Manual and the 2014 California Manual on Uniform Traffic Control Devices (CA-MUTCD). Kimley-Horn's design will consist of the following sheets:

	Sheet Description	No. of Sheets	Scale
1	Title Sheet	1	NTS
2	Legend, Abbreviations and General Notes Sheets	2	NTS
3	Demolition Plans	2	1' = 20'
4	Sidewalk Improvement Plans	3	1' = 20'
5	Roundabout Improvement Plans	3	1' = 10'
6	Sidewalk Horizontal & Vertical Control Plans	6	1' = 10'
7	Roundabout Horizontal & Vertical Control Plans	9	1' = 10'
9	Drainage & BMP Plans	2	1' = 20'
10	Construction Details	2	NTS
11	Urban Design & Landscape Plans and Details	5	1' = 20'
12	Irrigation Plans and Details	6	1' = 20'
13	Sign, Pavement Marking & Plans, Notes and Details	3	1' = 20'
14	*Kiosk & Gateway Sign Plans and Details		
15	Electrical Plans and Details	5	1' = 20'
	Total Sheets	49	

*Not included in total sheet count.

Assumptions

- Geotechnical Investigation for infiltration testing and pavement design was performed as part of Phase I and recommendations provided will be used for this phase of work.
- Drainage Analysis was previously completed to factor in all phases of the Grand Avenue Vision and therefore a Drainage Report will not be necessary. Should revisions be deemed necessary, this effort will be considered an additional service.

Task 5.2: Standard Special Provision/Specifications

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Kimley-Horn shall prepare standard special provisions/specifications outline for the 60% submittal. The special provisions shall refer to the 2021 standard specifications for Public Works Construction (Greenbook) and amended by the City's Standard General Conditions and General Provisions, as necessary. Additional source documents may be used by Kimley-Horn to cover urban design and landscape, irrigation, and other project features not covered by the City Standard General Conditions and General Conditions and General Provisions or Greenbook.

Task 5.3: Opinion of Probable Construction Cost (OPCC)

Kimley-Horn shall prepare an OPCC for the Partial 60% submittal that will include cost identified in Task 3 (30% Preliminary Engineering). The OPCC will be presented to show the proposed bid items, unit prices, contingencies, and an overall cost.

Task 5.4: Quality Control/Assurances

Kimley-Horn will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Deliverables

- One electronic copy of the 60% Plans (PDF Format).
- One electronic copy of the OPCC (PDF Format)
- One electronic copy of the 60% Comment Resolution Form (PDF Format)

Assumptions

- City will provide one (1) set of consolidated review comments.
- Adequate water pressure will be available for the specified performance of the irrigation system.
- D Pressure readings and/or pump station design is not considered a part of this scope of work.

Task 6: 90% PLANS, SPECIFICATIONS AND OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 6.1: 90% Plans

After the City has concluded their review of the 60% PS&E Submittal, Kimley-Horn will provide written responses to the City's single set of consolidated, non-conflicting comments. Kimley-Horn will attend one meeting with the City to review comments and resolve any outstanding issues. Kimley-Horn will prepare a 90% PS&E package based on the final horizontal layout developed in Task 3.1.

Task 6.2: Standard Special Provision/Specifications

Kimley-Horn shall prepare standard special provisions/specifications for the 60% submittal. The special provisions shall refer to the 2021 standard specifications for Public Works Construction (Greenbook) and amended by the City's Standard General Conditions and General Provisions, as necessary. Additional source documents may be used by Kimley-Horn to cover urban design and landscape, irrigation, and other project features not covered by the City Standard General Conditions and General Provisions or Greenbook.

Task 6.3: Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will revise the projects OPCC based on the City's comments and revisions made to the plans.

Task 6.4: Quality Control/ Assurances

Kimley-Horn will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Task 6.5: Comment Resolution Meeting

After the City has concluded their review of the 90% PS&E package, Kimley-Horn will attend one meeting with the City to review comments and resolve remaining issues. Kimley-Horn will provide written responses to the consolidated set of comments one day prior to the comment resolution meeting.

Deliverables

- One electronic copy of the 90% Plans (PDF Format).
- □ Seven (7) hard copies of the 90% Plans.
- One electronic copy of the OPCC (PDF Format).
- Three (3) hard copies of the OPCC.
- D One electronic copy of the Standard Special Provisions/Specifications (PDF Format).
- □ Three (3) hard copies of the Standard Special Provisions/Specifications.
- D One electronic copy of the 90% Comment Resolution (PDF Format).

Assumptions

City will provide one (1) set of consolidated review comments.

TASK 7: 100% PLANS, TECHNICAL SPECIFICATIONS AND ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 7.1: 100% Plans

Kimley-Horn will finalize the 100% plan sheets based on direction agreed upon during 90% comment resolution meeting.

Task 7.2: Standard Special Provision/Specifications

Kimley-Horn will finalize the 100% standard special provisions/specification based on direction agreed upon during 90% comment resolution meeting.

Task 7.3: Opinion of Probable Construction Cost

Kimley-Horn will finalize the 100% OPCC based on direction agreed upon during 90% comment resolution meeting.

Task 7.4: Quality Control/ Assurances

Kimley-Horn will perform an on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.

Task 7.5: Project Preparation and Final Mylar Submittal

Kimley-Horn will prepare the final PS&E revisions and printing of mylars for final submittal. This effort includes separating the roundabout improvements at Maple Street and Kalmia Street into a separate set from the rest of the improvements as identified in the RFP.

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Deliverables

- One Mylar copy of full-size plans (24"x36") (PH II Improvements including Broadway).
- One electronic copy of the 100% Plans (Maple Street and Kalmia Street) (PDF Format).
- One electronic copy of the 100% OPCC (PH II Improvements including Broadway) (PDF Format).
- Done electronic copy Technical Specifications (Word Document).
- □ 100% Comment Resolution (PDF Format).
- □ AutoCAD Design Files (2022).

TASK 8: BID AND CONSTRUCTION PHASE SUPPORT SERVICES

Task 8.1: Bid and Construction Support

The duration of the bidding and construction phase is assumed to be 12 months. Kimley-Horn will provide assistance to the City with the bidding documents, bidding and construction phase of the project to respond to Requests for Clarification and questions from bidders; prepare contents for addenda to be issued by the City, respond to engineering-related technical questions, prepare revisions to design plans and technical specifications limited to the improvements described above. This task includes review of civil-related material submittals, responding to Requests for Information ("RFI"), meetings and coordination with the City and the Contractor.

Assumptions

- Services do not include revising the City approved mylars.
- □ Task assumes up to 62 hours of effort only. Support services beyond the scope and 62 hours of effort described herein will be considered an additional service.

Task 8.2: Cultural Resources Monitoring

The City adopted a Final Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) in compliance with the California Environmental Quality Act (CEQA) for the project in 2021 that addressed full implementation of the project (Phase I and Phase II). As such, it is assumed that preparation of subsequent CEQA documentation for the project will not be required. As the project advances through preliminary design, the Kimley-Horn team will review and evaluate the project to

- 1. Confirm that the conclusions and mitigation measures, as identified in the adopted CEQA documentation, remain applicable.
- 2. Determine whether the potential exists for the project, at final design, to result in any new significant environmental effects or substantially increase the severity of previously identified significant effects. The Kimley-Horn team will prepare a brief memorandum summarizing the results of this review.

The Kimley-Horn team will provide a cultural resources monitoring program for the project based on the mitigation measures (MM) in the project's adopted mitigation monitoring and reporting program (MMRP) dated July 2021. Specifically, we will:

1. Prepare a letter of verification from the project archaeologist that confirms the selected Native American monitor(s) are associated with a Traditionally Culturally Affiliated (TCA) Tribe (MM-CUL-2).

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- 2. Provide a qualified archaeologist from HELIX to attend at a pre-grading meeting to explain and coordinate the requirements of the monitoring program with the Native American monitor(s) and General Contractor and any of their on-site subcontractors (MM-CUL-3).
- 3. Provide a qualified archaeologist to be on site full time during the initial grubbing, site grading, excavation or disturbance of the ground surface (MM-CUL-4). While Native American monitors will be retained directly by the City, we will coordinate the daily project requirements with the Native American monitor(s).

In the event that previously unidentified archaeological or tribal cultural resources are discovered, the qualified archaeologist shall have the authority to temporarily divert or temporarily halt ground disturbance operation within 100 feet of the discovery to allow for the evaluation of potentially significant cultural resources (MM-CUL-5). Any such evaluation shall be carried out in consultation with the City, TCA tribes, and Native American monitor(s). Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed. Following completion of field monitoring and assuming site evaluation and data recovery are not required, the Kimley-Horn team will prepare a monitoring report for submittal to the City (MM-CUL-10).

The scope assumes eight (8) days of full-time monitoring by an archaeologist. Nine-hour days are assumed for the archaeological monitor to account for drive time and the preparation of daily notes. Cultural resources monitoring is not expected to occur for excavations within the upper portion of the Project that has been disturbed by modern fill (approximately 1-2 feet in depth) and will not be required in cuts into formational material, below cultural layers. While Native American monitors will be retained directly by the City, HELIX will coordinate the daily project requirements with the Native American monitor(s).

In the event that previously unidentified archaeological or tribal cultural resources are discovered, the qualified archaeologist shall have the authority to temporarily divert or temporarily halt ground disturbance operation within 100 feet of the discovery to allow for the evaluation of potentially significant cultural resources (MM-CUL-5). Any such evaluation shall be carried out in consultation with the City, TCA tribes, and Native American monitor(s). Isolates and clearly non- significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed. Following completion of field monitoring and assuming site evaluation and data recovery are not required, the Kimley-Horn team will prepare a monitoring report for submittal to the City (MM-CUL-10).

Per MM-CUL-1, "Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe")." The Pre-Excavation Agreement will be negotiated and executed directly between the TCA Tribes and City. Preparation or support related to the Pre-Excavation Agreement is not included in this scope of services.

Deliverables

- One electronic copy of a memorandum summarizing the results of review of CEQA compliance.
- De electronic copy of the Cultural Resources Monitoring Report.

Assumptions

Costs associated with meetings, focused species surveys, permit preparation and processing, California Environmental Quality Act processing, and/or technical studies and reports ("additional work") are not included within the scope of services.

The following assumptions and limitations are a material component of this agreement.

- If unanticipated potentially significant cultural material is encountered, it will need to be documented and collected. Additional excavation or other research may be required per MMs-CUL-5, -6 and -7, which may result in additional costs, requiring a contract augment. The scope and cost of additional work would depend on the nature and extent of cultural material encountered. We will notify you promptly if cultural material is encountered.
- This scope assumes that any Native American cultural material recovered will be turned over to the TCA tribes; thus, no curation will be required for this material. If cataloging of such collections is necessary, it will be performed in coordination with the TCA tribes, per MM-CUL-9. If significant historic archaeological material is collected, it will be curated at the San Diego Archaeological Center at additional cost to the Client; the Client will be promptly notified of these costs.

TASK 9: OPTIONAL TASKS

Task 9.1: Boundary Mapping and Supplemental Survey

The Kimley-Horn team will perform supplemental topographic survey, perform reconnaissance for monuments and prepare R/W base mapping as requested and up to the limit of effort identified in the fee proposal.

Deliverables

- One electronic copy the Pothole Report.
- □ Supplemental topographic survey and boundary mapping (AutoCAD 2022)

Assumptions

- After completion of our potholing, the potholes will be surface patched using hot-patch asphalt.
- Traffic control permit fees will be waived.

INFORMATION PROVIDED BY THE CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of information provided by the City. The City will provide information requested by Kimley-Horn during the project. Information provided by the client will be as follows:

- City will provide Standard General Conditions and General Provisions (Word Document).
- The City will provide all as-built reference construction documents for existing improvements, (wet and dry utilities).

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bid services and DSDC beyond the effort identified
- □ Grant support
- □ SWPPP
- Image: Water Pollution ControlPlans
- □ GIS Services
- Color exhibits and/or rendered Landscape and Hardscape plans, perspectives, and/or elevations
- Construction Phasing Plans
- Franchise utility studies and/or design
- Construction Staking
- □ Replacement of existing monuments (disturbed during construction)
- D Title report research
- Coordination with property owners
- D Pressure readings and/or pump station design
- Attendance at Public Hearings and/or preparation of graphics beyond the scope

SCHEDULE

Kimley-Horn will complete the services contained in Tasks 1 - 7 within 8 months from notice to proceed. Task 8 will be performed once the project is out to bid.

FEE AND EXPENSES

Kimley-Horn and Subconsultant Fees for the scope of services outlined in Tasks 1-9 will be performed on a time and material not to exceed basis of \$265,560 and \$94,436, respectively. For a Grand Total of \$362,500.00 (see Exhibit A).

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at (619) 744-0177 or <u>mark.araujo@kimley-horn.com</u>.

Very truly yours,

KIMLEY-HORN

Mark Araujo, PE Project Manager

Dallachad

Dennis Landaal, PE Senior Vice President

EXHIBIT A

Estimate of Cost for Proposed Design Services

City of Escondido Grand Avenue Vision Project - Phase II

Grand Avenue Vision Project - Phase II August 2022												
Trada	P8	P7/P6	P5	P4/P3	P2/P0	Rates a	and Hours					
Tasks	Senior Tech. Advisor	Senior Professional II	Senior Professional I	Analyst II	Analyst I	Analyst	Support Staff	Total Hours	Kimley- Horn Cost	Sub Consultant Cost	Sub Consultant	Total Cost
Description	\$295.00	\$295.00	\$240.00	\$165.00	\$150.00	\$135.00	\$145.00					
Task 1 - Project Administration, Meetings & Coordination 1.1 - Project Administration	0	2	38 20	0	31 5	0	12 12	83 37	\$16,100.00 \$7,290.00			\$16,100.00 \$7,290.00
1.2 - Project Meetings and Coordination		2	16		24		12	42	\$8,030.00			\$8,030.00
1.3 - Project Initiation and Kick-off			2		2			4	\$780.00			\$780.00
Task 2 - Survey, Utility Base Mapping and Field Verification	0	0	3	0	17	0		24	\$3,850.00	\$28,386.00		\$32,236.00
2.1 - Topographic Survey 2.2 - Utility Base Mapping			1		4 10		4	4	\$600.00 \$2,320.00	\$28,386.00	Aguirre	\$28,986.00 \$2,320.00
2.3 - Field Verification			2		3			5	\$930.00			\$930.00
Task 3 - 30% Preliminary Engineering	25	0	92	0	85	10		212	\$43,555.00	\$23,000.00		\$66,555.00
3.1 - Concept Refinement 1" = 20' Scale	10		15		25			50	\$10,300.00			\$10,300.00
3.2 - 30% Preliminary Engineering Drawings 3.3 - Project Kiosk and Gateway Sign Concept Development	15		60 10		40	10		125 10	\$26,175.00 \$2,400.00	\$13,000.00	SPD	\$26,175.00 \$15,400.00
3.4 - 30% Opinion of Probable Construction Cost 3.5 - Potholing			5		15 5			20 7	\$3,450.00	\$10,000,00	C-Below	\$3,450.00
3.3 - Potnoling			2		5			7	\$1,230.00	\$10,000.00	C-Below	\$11,230.00
Task 4 - Stakeholder Engagement Meetings Stakeholder Engagement Meetings (up to 3)	0	5	16 16	0	10 10	0	5	36 36	\$7,540.00 \$7,540.00	\$5,000.00 \$5,000.00	SPD	\$12,540.00 \$12,540.00
		5	10		10		5	50	\$7,540.00	\$5,000.00	510	\$12,540.00
Task 5 - 60% Plans, Specifications and Opinion of Probable Construction Cost 5.1 - 60% Plans	5	7	62 48	10	174 160	241 241	2	501 466	\$78,995.00 \$71,770.00	\$15,000.00 \$15,000.00		\$93,995.00 \$86,770.00
Title Sheet (1 Sheet)	5	2	07	10	100	1	0	1	\$135.00	φ13,000.00		\$135.00
Legend, Abbreviations and General Notes Sheets (2 Sheets) Demolition Plans 1" = 20' Scale (2 Sheets)			1		5	5 20	<u> </u>	5 26	\$675.00 \$3,690.00			\$675.00 \$3,690.00
Sidewalk Improvement Plans 1" = 20' Scale (3 Sheets)			2		15	15		32	\$4,755.00			\$4,755.00
Roundabout Improvement Plans 1" = 20' Scale (3 Sheets) Sidewalk Horizontal and Vertical Control Plans 1" = 10' Scale (6 Sheets)			5		20 30	20 35		45 67	\$6,900.00 \$9,705.00			\$6,900.00 \$9,705.00
Roundabout Horizontal and Vertical Control Plans 1" = 10' Scale (9 Sheets)	5		5		40	40		90	\$14,075.00			\$14,075.00
Drainage & BMP Plans 1" = 20' Scale (2 Sheets) Construction Details (2 Sheets)			2		20 5	10 15		32 22	\$4,830.00 \$3,255.00			\$4,830.00 \$3,255.00
Urban Design & Landscape Plans and Details 1" = 20' Scale (5 Sheets)			10		10	20		40	\$6,600.00			\$6,600.00
Irrigation Plans and Details 1" = 20' Scale (6 Sheets) Sign, Pavement Marking Plans, Notes and Details 1" = 40' Scale (3 Sheets)			10 5		10	20 20		40 25	\$6,600.00 \$3,900.00			\$6,600.00 \$3,900.00
Kiosk & Gateway Sign Plans and Details		-	2	10	5	20		7	\$1,230.00	\$15,000.00	SPD	\$16,230.00
Electrical Plans and Details 1" = 20' Scale (5 Sheets)		2	2	10		20		34	\$5,420.00			\$5,420.00
5.2 - Standard Special Provisions/Specifications Outline 5.3 - Opinion of Probable Construction Cost (OPCC)			5		10			5 12	\$1,200.00 \$1,980.00			\$1,200.00 \$1,980.00
5.4 - Quality Control/Quality Assurance		5	5		2			12	\$2,975.00			\$2,975.00
5.5 - Comment Resolution Meeting			2		2		2	6	\$1,070.00			\$1,070.00
Task 6 - 90% Plans, Specifications and Opinion of Probable Construction Cost	3	10	59	5	156	243	2	478	\$75,315.00			\$85,315.00
6.1 - 90% Plans Title Sheet (1 Sheet)	2	0	40	5	152	233	0	432	\$65,270.00 \$135.00	\$10,000.00		\$75,270.00 \$135.00
Legend, Abbreviations and General Notes Sheets (2 Sheets) Demolition Plans 1" = 20' Scale (2 Sheets)						2 5		2 5	\$270.00 \$675.00			\$270.00 \$675.00
Sidewalk Improvement Plans 1" = 20' Scale (2 Sheets)			2		15	30		47	\$6,780.00			\$6,780.00
Roundabout Improvement Plans 1" = 20' Scale (3 Sheets) Sidewalk Horizontal and Vertical Control Plans 1" = 10' Scale (6 Sheets)			2 5		30 20	40 30		72 55	\$10,380.00 \$8,250.00			\$10,380.00 \$8,250.00
Roundabout Horizontal and Vertical Control Plans 1" = 10 Scale (0 Sheets)	2		10		40	50		102	\$15,740.00			\$15,740.00
Drainage & BMP Plans 1" = 20' Scale (2 Sheets) Construction Details (2 Sheets)			5		20 5	20 15		45 25	\$6,900.00 \$3,975.00			\$6,900.00 \$3,975.00
Urban Design & Landscape Plans and Details 1" = 20' Scale (5 Sheets)			2		10	10		22	\$3,330.00			\$3,330.00
Irrigation Plans and Details 1" = 20' Scale (6 Sheets) Sign, Pavement Marking Plans, Notes and Details 1" = 40' Scale (3 Sheets)			2 5		10	10 10		22 15	\$3,330.00 \$2,550.00			\$3,330.00 \$2,550.00
Kiosk & Gateway Sign Plans and Details Electrical Plans and Details 1" = 20' Scale (5 Sheets)			2	5	2	10		2 17	\$300.00 \$2,655.00	\$10,000.00	SPD	\$10,300.00 \$2,655.00
				5		10						
6.2 - Standard Special Provisions/Specifications 6.3 - Opinion of Probable Construction Cost (OPCC)	1		5			10		6 12	\$1,495.00 \$1,830.00			\$1,495.00 \$1,830.00
6.4 - Quality Control/Quality Assurance		10	10		2			22	\$5,650.00			\$5,650.00
6.5 - Comment Resolution Meeting			2		2		2	6	\$1,070.00			\$1,070.00
Task 7 - 100% Plans, Specifications and Opinion of Probable Construction Cost	0	0	27	2	31	101	2	163	\$25,385.00			\$25,385.00
7.1 - 100% Plans Title Sheet (1 Sheet)	0	0	10	2	22	71	0	105 0	\$15,615.00 \$0.00			\$15,615.00 \$0.00
Legend, Abbreviations and General Notes Sheets (2 Sheets)					1	2		0	\$0.00			\$0.00
Demolition Plans 1" = 20' Scale (2 Sheets) Sidewalk Improvement Plans 1" = 20' Scale (3 Sheets)			1		2	2 5		8	\$420.00 \$1,215.00			\$420.00 \$1,215.00
Roundabout Improvement Plans 1" = 20' Scale (3 Sheets) Sidewalk Horizontal and Vertical Control Plans 1" = 10' Scale (6 Sheets)			1		2 5	10 10		13 16	\$1,890.00 \$2,340.00			\$1,890.00 \$2,340.00
Sidewaik Horizontal and Vertical Control Plans 1 = 10 Scale (6 Sneets) Roundabout Horizontal and Vertical Control Plans 1" = 10' Scale (9 Sheets)			1		5	10		16	\$2,340.00 \$2,340.00			\$2,340.00 \$2,340.00
Drainage & BMP Plans 1" = 20' Scale (2 Sheets) Construction Details (2 Sheets)			1		5	10 5		16 8	\$2,340.00 \$1,215.00			\$2,340.00 \$1,215.00
Urban Design & Landscape Plans and Details 1" = 20' Scale (5 Sheets)			1			5		6	\$915.00			\$915.00
Irrigation Plans and Details 1" = 20' Scale (6 Sheets) Sign, Pavement Marking Plans, Notes and Details 1" = 40' Scale (3 Sheets)			1			5 2		6 3	\$915.00 \$510.00			\$915.00 \$510.00
Kiosk & Gateway Sign Plans and Details	1			-		2		2	\$270.00			\$270.00
Electrical Plans and Details 1" = 20' Scale (5 Sheets)			1	2		5		8	\$1,245.00			\$1,245.00
7.2 - Standard Special Provisions/Specifications 7.3 - Opinion of Probable Construction Cost (OPCC)			5		5			5 7	\$1,200.00 \$1,230.00			\$1,200.00 \$1,230.00
7.4 - Quality Control/Quality Assurance			5		2			7	\$1,500.00			\$1,500.00
7.5 - Project Preparation and Final Mylar Submittal			5		2	30	2	39	\$5,840.00			\$5,840.00
Task 8 - Bid and Construction Phase Support Services	10	0	42	0	10	0	2	64	\$14,820.00	\$13,050.00		\$27,870.00
8.1 - Bid and Construction Phase Support Services 8.2 - Cultural Resources Monitoring	10		40		10		2	62 2	\$14,340.00 \$480.00	\$13,050.00	HELIX	\$14,340.00 \$13,530.00
Sub-Total (Task 1-8)	43	24	339	17	514	595	25	1561	\$265,560.00	\$94,436.00		\$359,996.00
	45	24	- 227	1/	514	393	23	1001	\$203,360.00	#74,430.00		
									1	1		\$2,500.00
KH Expenses Grand Total (Task 1-8) (Rounded to the nearest \$1)									\$265,560.00			\$362,500.00
Grand Total (Task 1-8) (Rounded to the nearest \$1)	0	0	2	0	2	0	0	_1		\$7.559.00		
	0	0	2 2	0	2 2	0	0	4 4	\$265,560.00 \$780.00 \$780.00	\$7,558.00 \$7,558.00	Aguirre	\$362,500.00 \$8,338.00 \$8,338.00

													Page 23 of 23
				GF	RAND AVENUE VISI	ON IMPROVEN	MENT PROJECT	- PH II					
Task Name		Duration S	Start	Finish		4th Quarter			1st Quarter			2nd Quarter	
					Aug Se			De			Feb	Mar Apr	Ma
-	cil Award of Contract		Wed 9/14/22		l l	,							
Notice to				Thu 9/15/22	F	\mathbf{I}							
Kick-Off w				Tue 9/20/22		1							
Internal K			Wed 9/21/22										
Field Mee	-			Fri 9/23/22		•							
-	tility Base Mapping and Field Verification	-	Fue 9/20/22										
	aphic Survey		Tue 9/20/22			}							
-	Base Mapping		Tue 10/11/22										
	erification		Thu 10/13/22										
	minary Engineering	-	Mon 10/17/22										
	t Refinement		Mon 10/17/22										
	eliminary Engineering Drawings		Thu 10/27/22										
-	Kiosk and Gateway Sign Concept Developmer		Ned 10/19/22										
	binion of Probable Construction Cost		Ned 11/16/22										
5 30% Su			Thu 11/17/22										
6 City Rev			ri 11/18/22										
	ler Engagement Meetings		Wed 10/26/22				•						
	older Meeting #1 (Tentative)		Ned 10/26/22					↓					
	older Meeting #2 (Tentative)		Ned 11/23/22					•	_				
	older Meeting #3 (Tentative)		Tue 12/27/22										
		-	Fue 12/6/22					-					
60% Pla			Tue 12/6/22										
	n of Probable Construction Cost		Tue 12/27/22										
	rd Special Provisions/Specifications Outline		Ned 12/28/22										
5 QAQC			Wed 12/28/22										
6 60% Su				Tue 1/3/23									
7 City Rev				Tue 2/7/23									
	ent Resolution Meeting			Fri 2/10/23							<u></u>		
9 90% PS&E		-	Mon 2/13/23								-		
) 90% Pla			Mon 2/13/23										
	n of Probable Construction Cost			Thu 3/9/23									
	rd Special Provisions/Specifications			Thu 3/9/23									
3 QAQC				Fri 3/10/23									
90% Su			Mon 3/13/23								<		
City Rev				Mon 3/27/23									
	ent Resolution Meeting			Thu 3/30/23								.]	
100% PS&				Mon 5/1/23									
100% P				Thu 4/13/23									
	n of Probable Construction Cost (OPCC)			Wed 4/12/23									
	rd Special Provisions/Specifications			Wed 4/12/23									
QAQC	a de ser fan e l			Thu 4/13/23								*	
	ubmittal			Fri 4/14/23								<	
, -			Mon 4/17/23										
	evisions and Mylar Submittal			Mon 5/1/23									4
Bid and	Construction Phase Services	Т	rbd -	TBD									
	Task	Projec	ct Summary		Manual Task		Start-only	E	Deadline	÷			
e: Tue 8/23/22	Split	Inacti	ive Task		Duration-only		Finish-only	J	Progress				
e. 100 0/23/22	Milestone	♦ Inacti	ive Milestone	۲	Manual Summary Rollup	1	External Tasks		Manual Progress	s			
	Summary 🕨		ive Summary		Manual Summary		External Milestone	\$	C C				
	Summary	• macti	ive Summary		ivianuai Summary	• • •	External winestone	·*·					

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