



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Jonathan Schauble
760-839-4072
("CITY")

And: STC Traffic, Inc.
a California corporation
5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
Attn: Jason Stack
760-602-4209
("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 the complete design of and provide support during bidding and construction for the South Escondido Access Improvements 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. 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 **\$299,121**. 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 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. 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. 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. 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: _____

Dane White, Mayor

STC Traffic, Inc.

Date: _____

Jason Stack, Principal-In-Charge

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. General

STC Traffic, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's South Escondido Access Improvements Project ("Project").

B. Location

Consultant to provide services in relation to the City's South Escondido Access Improvements Project, including certain services located at the intersections of Centre City Parkway and Brotherton Road, and Centre City Parkway and South Escondido Boulevard.

C. Services

The Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between the Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall generally include:

1. Provide Project Management services throughout the design of the South Escondido Access Improvements Project;
2. Perform as-built research, utility coordination, and field reviews;
3. Perform topographic surveying and base mapping;
4. Obtain environmental approval through NEPA and CEQA;
5. Develop alternatives for City analysis;
6. Prepare a traffic operations analysis report;
7. Perform a drainage study and ensure water quality compliance;
8. Provide detailed design including plans, specification and engineer's estimate and scheduling;
and
9. Provide bidding and construction support for the Project.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Nicholas Josten at 760-839-4655 or njosten@escondido.org. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$299,121**. Consultant shall submit monthly invoices to the City with hours broken down per the provided rates and hours on the Consultants Total Fee, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2026**.

G. Other

Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract between Consultant and the

City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

ATTACHMENT "B"

Personnel List

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

No.	Name	Title	Email Address	Company
1	Jason Stack, TE, PTOE	Principal-In-Charge	Jason.stack@stctrffic.com	STC Traffic, Inc.
2	Christian Lambarth, PE, TE, PTOE	Senior Project Manager	christian.lambarth@stctrffic.com	STC Traffic, Inc.
3	Philip Kern, PE	Senior Principal Engineer	phil.kern@stctrffic.com	STC Traffic, Inc.
4	Brandon Schlueter, PE	Project Engineer III	brandon.schlueter@stctrffic.com	STC Traffic, Inc.
5	Philip Wragg, AICP	Project Planner III	philip.wragg@stctrffic.com	STC Traffic, Inc.
6	Alain Hungerford, IMSA I	Systems Engineer	alain.hungerford@stctrffic.com	STC Traffic, Inc.
7	Gianluca Pesaresi, EIT	Project Engineer II	gianluca.pesaresi@stctrffic.com	STC Traffic, Inc.
8	Kevin Stone, IMSA II	Construction Engineer	kevin.stone@stctrffic.com	STC Traffic, Inc.
9	Ivan Gonzalez	Project Engineer I	ivan.gonzalez@stctrffic.com	STC Traffic, Inc.
10	David Preciado, RLA QSP	Principal Landscape Architect	david@reddyengineering.com	RE Services
11	Jaime Sandoval, RLA	Project Manager	jaime@reddyengineering.com	RE Services
12	Tim Belzman	Principal Planner/Senior Environmental Project Manager	TimB@helixepi.com	HELIX Environmental Planning, Inc.
13	Jose D. Dennis, PLS	Professional Land Surveyor	jjdennisg@hotmail.com	CE&LST Corp.
14	Zarel S. Lomeli, LSIT	Senior Designer	zarel@sampoengineering.com	CE&LST Corp.
15	Ismael Quero	Senior Design/Drafter	ismael@sampoengineering.com	CE&LST Corp.
16	Robert Geletei	Survey Party Chief	robert@sampoengineering.com	CE&LST Corp.
17	Lawrence Thornburgh, PE, PLS	Director of Engineering	larryt@nasland.com	Nasland Engineering
18	Daniel Quinones, PE	Project Manager	danielq@nasland.com	Nasland Engineering
19	Tim Belzman	Principal Environmental Planner	TimB@helixepi.com	HELIX Environmental Planning

20	Molly Ryan	Environmental Planner	MollyR@helixepi.com	HELIX Environmental Planning
21	Stacie Wilson, RPA	Principal Cultural Resources Specialist	StacieW@helixepi.com	HELIX Environmental Planning
22	James Turner, RPA	Senior Archaeologist	JamesT@helixepi.com	HELIX Environmental Planning
23	Sani Sutanto, PE	Principal Engineer	S_sutanto@alliedgeo.org	Allied Geotechnical Engineers
24	Nicholas Barnes, PG, CEG	Senior Geologist	Ne_barnes@alliedgeo.org	Allied Geotechnical Engineers

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:

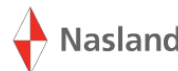
Date: _____

 Jason Stack, STC Traffic, Inc.

EXHIBIT "1"
CONSULTANT'S SCOPE OF SERVICES



Cover Letter



November 1, 2023



Attn: Nicholas Josten
City of Escondido Development Services
201 North Broadway
Escondido, CA 92025

RE: South Escondido Access Improvements Project – Proposal Revisions

Dear Mr. Josten,

STC Traffic, Inc. (STC) is pleased to submit our proposal revisions for the South Escondido Access Improvements Project. The enclosed scope of work amends the original proposal dated September 11, 2023. We have included separate costs for Alternative Scope A, signalized intersection, and Alternative Scope B, roundabout. The following sections have been adjusted to reflect changes to the project:

- Scope of Work
- Rate Sheet and Total Fee for the Project
- Project Schedule with Key Milestones

Christian Lambarth, the Proposed Manager, is available to answer any questions concerning the revisions. Our team is available to make further changes as needed.

Sincerely,

Jason Stack, President
5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
(760) 602-4209, jason.stack@stctrffic.com

Moving
You To
Where
You Want
To Be



Scope of Work

This section summarizes STC's Scope of Work and key deliverables to provide the engineering services requested by the City as described in the RFP.

Task 1. Project Management

STC's Project Manager, Christian Lambarth, PE, TE, PTOE, will be responsible for project management activities throughout the life of the contract. Mr. Lambarth will manage the project schedule, set up meetings, and manage the project team. Following Notice to Proceed (NTP), Mr. Lambarth will schedule a project kick-off meeting with City staff to discuss project objectives, scope, schedule, and City policies/procedures. STC will schedule regular meetings with City staff to discuss project progress, meetings following each key deliverable to discuss City comments, and will attend a City Council Meeting and City Traffic Commission meeting as required. STC will submit progress reports with monthly invoices in an organized format, meeting agendas, schedule updates, and meeting materials as required to present to the City and other agencies/entities impacted by the project.

Task 1 Key Deliverables:

- *Meeting agendas, meeting materials, and meeting minutes.*
- *Monthly invoices and progress reports in PDF format.*
- *Project schedule and updates in PDF format.*

Task 2. As-Built Research, Utility Coordination, and Field Reviews

Task 2.1. As-Built Research

STC will prepare a Request for Information (RFI) with input from the design team following the kick-off meeting. Requested information will include as-built plans for previous roadway, utility, traffic signal, lighting, communications, and drainage improvements. Information related to future adjacent City project, roadway moratorium, private developments, and standards/guidelines updates will also be requested.

Task 2.1 Key Deliverables:

- *Formal RFI.*

Task 2.2. Utility Coordination

Utility As-Built Requests: STC will prepare a release letter for the City to sign, allowing STC to request as-builts from utility companies, fee free. STC will request utility contacts for the project area from Dig Alert and supplement contact information with the City's current Utility contact list. STC will request as built from applicable utility companies and will provide utility records to the City upon request.



Utility Base Map: Utility as-built information received will be reconciled with the base map created from the topographic survey to provide a comprehensive and accurate utility base for the improvement plans. As part of the detailed field work, STC will verify the location of existing utilities to the greatest extent possible.

Utility Conflict Review: STC will work with the City to coordinate with utility companies following the first plan submittal to begin utility conflict checks. STC will work with the City and utility companies, as necessary, to facilitate the relocation of any utilities found to conflict with proposed improvements. STC will work with the City to prepare final utility notices following Local Assistance Procedure Manual (LAPM) requirements and submit approved plans to the utility companies within the project limits.

Task 2.2 Key Deliverables:

- *Utility As-Builts (As Requested).*
- *Utility Base Map (As Requested).*
- *Utility Conflict Review Requests.*
- *Completed LAPM Exhibit 14-D (As Needed).*

Task 2.3. SDG&E Service Requests

The new signal at CCP/ Brotherton Road will require a new SDG&E service along with any new lighting. STC will work with the City to have street addresses assigned for each new electrical service and complete the necessary service requests with SDG&E. STC is very familiar with SDG&E's Builder Service Portal and will complete the requests on behalf of the City. STC will complete the work necessary to initialize service requests for up to one (1) new electrical service.

Task 2.3 Key Deliverables:

- *Service Address Figures (up to 1).*
- *SDG&E Service Requests (up to 1).*

Task 2.4. Potholing Services

STC has included budget for potholing utilities as mentioned in the RFP. The locations of potholes will be discussed and agreed upon with the City before potholing. STC has accounted for up to four (4) potholes. STC will prepare necessary traffic control plans to be included in the permit submittal.

Task 2.4 Key Deliverables:

- *Potholing Records in a Report Format.*

Task 2.5. Field Reviews

The STC and the City project manager (if available) will walk the project corridor and collect relevant information to aid in developing the Alternative and Detailed Designs. This assessment will include documenting existing field conditions utilizing as-built information provided by the City and utility companies. STC will evaluate the corridor for compliance with minimum safety standards as provided in the CA-MUTCD



and specific City standards. STC will review the adjacent traffic signals and check for existing conduit that can be utilized for fiber optic cable installation.

Task 2.5 Key Deliverables:

- Field Photos and Notes (As Requested).

Task 3. Topographic Survey and Base Mapping

Task 3.1 Aerial Topographic Survey

Upon NTP, SAMPO will complete an aerial topographic survey which will be utilized for the Alternative and 30% designs. The following will be included:

1. Perform map and vertical benchmark research and record calculations.
2. Set target points for aerial survey. Obtain horizontal and vertical control. Provide control to aerial consultant.
3. Perform an aerial topography survey. Mapping scale 1"=40', two foot contour interval.
4. Search for and tie-out right-of-way and centerline monuments of record.
5. Analyze found monuments data with record data and arrive at right-of-way lines. Draft rights-of-way onto the topographic plat.

Task 3.1 Key Deliverables:

- CAD and PDF Aerial Topography Files.

Task 3.2. Conventional Method Survey

Following receipt of the City's comments on the 30% detailed design submittal, additional survey will be collected to supplement the aerial topographic survey where elevation data is needed. It is assumed elevation data will be collected for the design of civil improvements at the intersection of CCP/ Brotherton Road. Additional elevation data can be collected if needed based on the City's input. The following will be included.

1. Perform a field survey to collect data on specifics during the design phase. One field survey included.
2. Process field data and supplement topographic plat.

Task 3.2 Key Deliverables:

- CAD and PDF Files of the Updated Topographic Plat.

Task 4. Environmental Approval

Task 4.1 NEPA Approval

Helix will prepare a draft Preliminary Environmental Study (PES) Form addressing the preferred alternative. Helix will work with the City to submit the draft PES Form to Caltrans DLA. A field meeting will be scheduled with Helix, City, and Caltrans to discuss relevant environmental issues, and the draft PES Form.



Helix will revise the PES Forms based on input from the field meeting and work with the City to resubmit to Caltrans DLA. It is assumed the project will qualify for a “Categorical Exclusion with technical studies.” One additional review cycle of the PES Form based on Caltrans DLA comments is included. Caltrans DLA will prepare and process the CE form following approval of the supporting technical studies and the City completing the CEQA process.

Task 4.1 Key Deliverables:

- *Summary of Findings from Field Meeting.*
- *Draft and Final PES with Supporting Technical Studies.*

Task 4.2 CEQA Notice of Exemption (NOE)

The technical analysis conducted above will be, in part, the basis for the City to determine the appropriate level of CEQA compliance documentation for the project. For the purposes of this proposal, it is assumed that a Categorical Exemption will be determined to be appropriate. HELIX will prepare documentation in support of a CEQA Categorical Exemption for the project. HELIX will prepare a NOE form with a brief summary document. For cost-estimating purposes, it is assumed that the summary document in support of the exemption will be no more than five text pages and include no more than three graphics, and that the document will be revised one time in response to City comments. It is assumed that the City will be responsible for electronically submitting the required documents to the State Clearinghouse and filing the NOE.

Task 4.2 Key Deliverables:

- *Draft and Final CEQA NOE.*

Task 4.3 Cultural Resources

It is anticipated that the PES Form will identify preparation of cultural resources technical analysis and reports to support the NEPA CE due to ground-disturbing activities necessary to construct the proposed improvements. If required, HELIX will prepare an Area of Potential Effects (APE) Map, an Archaeological Survey Report (ASR), and a Historic Property Survey Report (HPSR). A field survey will be conducted to observe and record any visible archaeological resources or cultural material within the project APE. It is assumed that the survey will not result in the identification of any potentially significant archaeological resources requiring an Extended Phase I investigation. In addition, it assumed that no historic buildings or structures will be within the APE, and that evaluation of historic resources and preparation of a Historic Resources Evaluation Report will not be required.

Task 4.3 Key Deliverables:

- *Draft and Final APE, ASR, and HPSR.*
- *Draft and Final Cultural Resources Technical Analysis Report.*



Task 4.4 Initial Site Assessment

Additionally, Caltrans DLA may also require preparation of an Initial Site Assessment (ISA) due to the presence of listed hazardous materials sites adjacent to the project alignment. An ISA is included as an optional task in the event that it will be required. It is assumed that no other technical studies will be required by Caltrans DLA given the project type and environmental setting.

Task 4.4 Key Deliverables:

- *Draft and Final ISA Technical Report.*

Task 5. Alternatives Analysis

The STC Team will develop two (2) alternative designs for the project corridor including construction of a new traffic signal or roundabout at the intersection of CCP/ Brotherton Road. Each alternative will be presented as a roll plot with all improvements shown together to illustrate the comprehensive proposed corridor improvements. The STC Team will prepare an engineer's estimate of probable cost and identify any challenges and opportunities for each alternative. STC will include analysis of existing conditions plus project to evaluate the operations of each alternative. The STC Team has included time in Task 1 for presentations to City Council and the City's Traffic Commission.

Task 5 Key Deliverables:

- *Two (2) Alternative Concept Roll Plots.*
- *Engineers Estimate of Probable Cost for Each Alternative.*
- *List of Challenges and Opportunities for Each Alternative.*
- *Existing conditions plus project operations analysis summaries.*

Task 6. Traffic Operations Analysis Report

Task 6.1. Data Collection

STC will use a third-party traffic count vendor to collect directional, 24-hour Average Daily Traffic (ADT) volumes, vehicle Turning Movement Counts (TMC), and bicycle and pedestrian counts on South Escondido Blvd and CCP in proximity to the proposed study area. STC understands that collision data will be provided by the City and Escondido PD.

Task 6.1 Key Deliverables:

- *ADT Count, TMC Counts, and Parking Demand Data (As Requested)*

Task 6.2. Traffic Operations Analysis Report

STC will prepare a Traffic Operations Analysis Report (TOAR) in accordance with the City's Transportation Impact Analysis (TIA) Guidelines. The intersections of CCP at W. Felicita Avenue, S. Escondido Boulevard,



Brotherton Road, and W. Citracado Parkway will be included in the analysis. STC will prepare a scoping memo following NTP to establish the parameters and scenarios to be included in the TOAR.

In addition to the requirements set forth in the City's TIA Guidelines, STC will perform 95th percentile queue analysis, traffic signal warrant analysis for CCP/Brotherton Road consistent with CA-MUTCD guidelines, and discussion of crash data.

Task 6.2 Key Deliverables:

- *CCP/Brotherton Road Alternative Analysis Memo.*
- *Draft and Final TOAR Report.*

Task 6.3. Prepare Traffic Signal Timing Plans (Alternative Scope A Only)

STC will prepare a traffic signal timing plan for the new signal at CCP/Brotherton Road. STC will prepare 4 time of day plans which include: weekday AM, weekday, PM, Midday off-peak, and evening/off-peak plans. The new signal will be included in the existing coordinated signal system on CCP. STC will utilize the Synchro model prepared for the TOAR and optimize coordinated timing for the upstream and downstream signals (consistent with the TOAR analysis). For the upstream and downstream signals, STC will perform a clearance interval compliance check with CAMUTCD standards.

Task 6.3 Key Deliverables:

- *Coordinated Traffic Signal Timing Databases for CCP at W Citracado Parkway, Brotherton Road, and Towne Centre Drive.*

Task 7. Drainage Study and Water Quality Compliance

Task 7.1. Drainage Study

Nasland will prepare a localized drainage study for any relocated storm drain inlet to quantify existing runoff quantities and flow rates to establish a base line condition. Hydrology and hydraulic calculations will be performed based on proposed improvements from the preferred alternative to determine if there are increases in runoff quantities and rates in the project area. Recommendations will be provided to modify/upgrade existing catch basins and sump areas to handle any additional runoff in compliance with City requirements.

Task 7.1 Key Deliverables:

- *Draft and Final Drainage Study.*

Task 7.2. Storm Water Quality Management Plan (SWQMP)

Nasland will prepare a Storm Water Quality Management Plan (SWQMP) in accordance with City of Escondido policies and SWQMP template and presuming a Priority Development project designation. A storm water intake form will be completed, and if total removal and replacement of impervious surface requires a Priority SWQMP; prepare a Priority SWQMP with permanent storm water treatment BMPs.



Task 7.2 Key Deliverables:

- *Draft and Final SWQMP.*

Task 8. Detailed Design (PS&E)

Following the selection of a preferred alternative, the STC Team will prepare PS&E sufficient for bid. Each design will comply with all applicable standards and guidelines and will follow City of Escondido design requirements. Following each milestone submittal and receipt of City comments, the STC Team will meet with City staff to discuss any comments that require resolution. The following elements are included in this task.

Task 8.1 Traffic Signal Basis of Design (BOD) (Alternative Scope A Only)

Following the field review and receipt of survey information, STC will develop a traffic signal BOD Memorandum with the 30% detailed design submittal. Design related items will include:

- Left-turn storage lengths.
- Applicability of protected/ permissive left-turn phasing (following FHWA criteria).
- Traffic signal phasing and optimal pedestrian crossing locations.
- Proposed improvements with anticipated cost.
- Communications upgrade options with recommendations (cellular, wireless, fiber optic).

Task 8.1 Key Deliverables:

- *Traffic Signal BOD with 30% Submittal.*

Task 8.2 Plans (Alternative Scope A Only)

Composite Utility Plan: STC will prepare composite utility plans showing any existing utilities identified through utility as-built research and field visits, along with any proposed utility relocations that are expected.

Civil Plans: STC will prepare final civil final plans for Alternative Scope A (if selected), the signalized intersection alternative. Plans and profiles will be prepared for approximately 1,500 feet of proposed roadway improvements on Centre City Parkway from 300' south of Brotherton Road to the intersection of S. Escondido Boulevard including medians, curb returns, turn pockets, pedestrian crossings and limited roadway widening to accommodate a new interconnected signalized intersection at CCP & Brotherton Road. New pavement sections will match existing unless otherwise directed by the City, no geotechnical or R-value testing is proposed. The civil plans will be prepared at 1"=40' scale and will include title sheets, general notes, typical street sections and civil construction details.

The civil effort will also include limited design of drainage facilities in accordance with the project SWQMP. Drainage and storm drain modifications are understood to include relocation/replacement of existing drainage structures to accommodate the new improvements, and associated details. No improvements to mainline drainage facilities or Storm Water Pollution Prevention Plan is included, it is anticipated that the contractor will prepare the SWPPP in accordance with the current Construction Storm Water Permit under the "Water Pollution Control" bid item.



Monument Installation and Lighting Design: STC will prepare a plan for the installation of a “Welcome to Escondido” monument. The City will provide plans for the sign that were prepared with another project. STC will include details provided by the City and specify the installation location on the plan. STC will include design for lighting the new monument. It is anticipated the lighting will be energized by the traffic signal service pedestal installed for the new traffic signal.

Signing and Striping Plans: Signing and Striping plans will be prepared at 1”=40’ scale for improvements on Centre City Parkway between Brotherton Road and S. Escondido Boulevard (approx. 1,700’). Design at S. Escondido Boulevard/ CCP will be included to restrict left turns from S. Escondido Boulevard to CCP.

Traffic Signal Plans: Traffic Signal plans will be prepared at 1”=20’ scale for a new traffic signal at City Centre Parkway/Brotherton Road. The new signals will control S. Centre City Parkway, Centre City Parkway, and S. Escondido Boulevard. The configuration of the new signal is unknown, but it is anticipated one traffic signal controller cabinet will operate all signal indications, even if the diverted left alternative is selected. If separate controller cabinets are required, additional traffic signal plans may be required. Wireless traffic signal interconnect design to CCP/ Escondido Boulevard will be included on the traffic signal plan.

Task 8.2 Key Deliverables:

- *Plans at the 60%, 90%, and 100% Level of Completeness (See Table Above).*

Task 8.3 Plans (Alternative Scope B Only)

Composite Utility Plan: STC will prepare composite utility plans showing any existing utilities identified through utility as-built research and field visits, along with any proposed utility relocations that are expected.

Civil Plans: STC will prepare final civil plans for improvements for Alternative Scope B (if selected), the roundabout alternative. Plans and profiles will be prepared for approximately 1,500 feet of proposed roadway improvements on Centre City Parkway from 300’ south of Brotherton Road to the intersection of S. Escondido Boulevard including median islands, curb returns, turn pockets, pedestrian crossings, intersection approaches and limited roadway widening to accommodate a new urban double lane roundabout with an inscribed diameter of 180 feet at the intersection of CCP and Brotherton Road. New pavement sections will match existing unless otherwise directed by the City, no geotechnical or R-value testing is proposed. The civil plans will be prepared at 1”=40’ scale and will include title sheets, general notes, typical street sections and civil construction details.

The civil effort will also include limited design of drainage facilities in accordance with the project SWQMP. Drainage and storm drain modifications are understood to include relocation/replacement of existing drainage structures to accommodate the new improvements, and associated details. No improvements to mainline drainage facilities or Storm Water Pollution Prevention Plan is included, it is anticipated that the contractor will prepare the SWPPP in accordance with the current Construction Storm Water Permit under the “Water Pollution Control” bid item.

Monument Installation and Lighting Design: STC will prepare a plan for the installation of a “Welcome to Escondido” monument. The City will provide plans for the sign that were prepared with another project. STC



will include details provided by the City and specify the installation location on the plan. STC will include design for lighting the new monument. It is anticipated the lighting will be energized by the traffic signal service pedestal installed for the new traffic signal.

Street Light Design: New street lighting will be designed for the roundabout to adequately illuminate the pedestrian crossings, roundabout, and approaches. Plans will be prepared at 1"=40' scale and will include voltage drop calculations, panel schedule, and identification of existing service points.

Signing and Striping Plans: Signing and Striping plans will be prepared at 1"=40' scale for improvements on Centre City Parkway between Brotherton Road and S. Escondido Boulevard (approx.1,700'). Design at S. Escondido Boulevard/ CCP will be included to restrict left turns from S. Escondido Boulevard to CCP.

Task 8.3 Key Deliverables:

- *Plans at the 60%, 90%, and 100% Level of Completeness (See Table Above).*

Task 8.4 Project Specifications and Bid Documents

STC will prepare project specifications utilizing the City's most current boilerplate bid package, special provisions, and the latest edition of the Greenbook for Public Works Construction. The bid package will be prepared in Microsoft Word and remain in the City's boilerplate font and format and all additions or changes to the boilerplate shall be highlighted in yellow for each respective first plan check submittal. The project specifications and bid documents will include the detailed project description, preparation of bid schedules, bid item descriptions, special provisions, technical specs, and specification detail sheets or standard plans.

Task 8.4 Key Deliverables:

- *Project Specifications and Bid Documents at the 60%, 90%, and 100% Level of Completeness.*

Task 8.5 Construction Schedule

The STC Team will prepare a technical memo summarizing the anticipated time to complete construction activities for the entire project through inspection and acceptance. The memo will include material procurement lead times, construction durations, and overlapping projects (if any are known). The memo will allow the City to estimate working days in the bid documents and budget efforts during construction.

Task 8.5 Key Deliverables:

- *Construction Schedule Memo at the 100% Level of Completeness.*

Task 8.6 Engineers Estimate of Probable Cost

STC will provide a preliminary cost estimate at the 30% level of design, and an itemized engineer's cost estimate at 60%, 90% and 100% levels of design for all proposed improvements. The estimates will be detailed with unit prices and quantities for individual line items of work and specified equipment based on the historical cost index. Cost estimate details (items and descriptions) will be consistent with bid items and specification sections.



Task 8.6 Key Deliverables:

- *Engineer Estimate at the 30%, 60%, 90%, and 100% Level of Completeness.*
- *Completed LAPM Exhibit-15M at the 100% Level of Completeness.*

Task 8.7 Produce Final Plans, Specifications & Estimates

STC will submit Final Plans, Specifications, and Estimates (PS&E) including one “D” size mylar set (if requested), an electronic PDF copy, and the electronic CADD files in the latest AutoCAD release. Specification and/or bid documents will be provided in Microsoft Word format. The Engineer’s estimate will be provided in Excel format. All other plan submittals (60%, 90% and 100%) will include two hard copies and an electronic PDF copy submitted to the City for approval.

Task 8.7 Key Deliverables:

- *Final PS&E Includes One “D” size Mylar Set, an Electronic PDF Copy, and the Electronic CADD Files.*

Task 9. Bidding and Construction Support

Task 9.1 Bidding Support

STC will provide design support during advertisement and bidding for the two projects including responses to Requests for Information (RFI), preparation of addenda, and will be available remotely to answer questions from City staff and/or the Contractor.

Task 9.1 Key Deliverables: Bidder RFI Responses.

Task 9.2 Construction Support

STC will provide design support during construction. This work will include responding to Construction Contractor’s RFIs, conferring with the City’s Construction Manager/Inspector regarding RFIs as appropriate, and reviewing and approving shop drawings. STC will review contractor submittals/substitutions, attend the pre-construction meeting, and will be available to respond to questions by City staff and/or the Contractor. All communication will be directed through the City for issuance to the Contractor. It is unclear at this point if a Caltrans encroachment permit will be required, but it is assumed the contractor will coordinate if needed.

Task 9.2 Key Deliverables:

- *Material Submittal Reviews, Contractor RFI Responses, Addenda, and Field Visits (As Necessary).*

Task 9.3 Record Drawings

The STC Team will receive the contractor’s as-built markups and incorporate them into a complete record drawing set. The record drawing set will be signed and sealed by the engineer of record.

Task 9.3 Key Deliverables: Record Drawings.

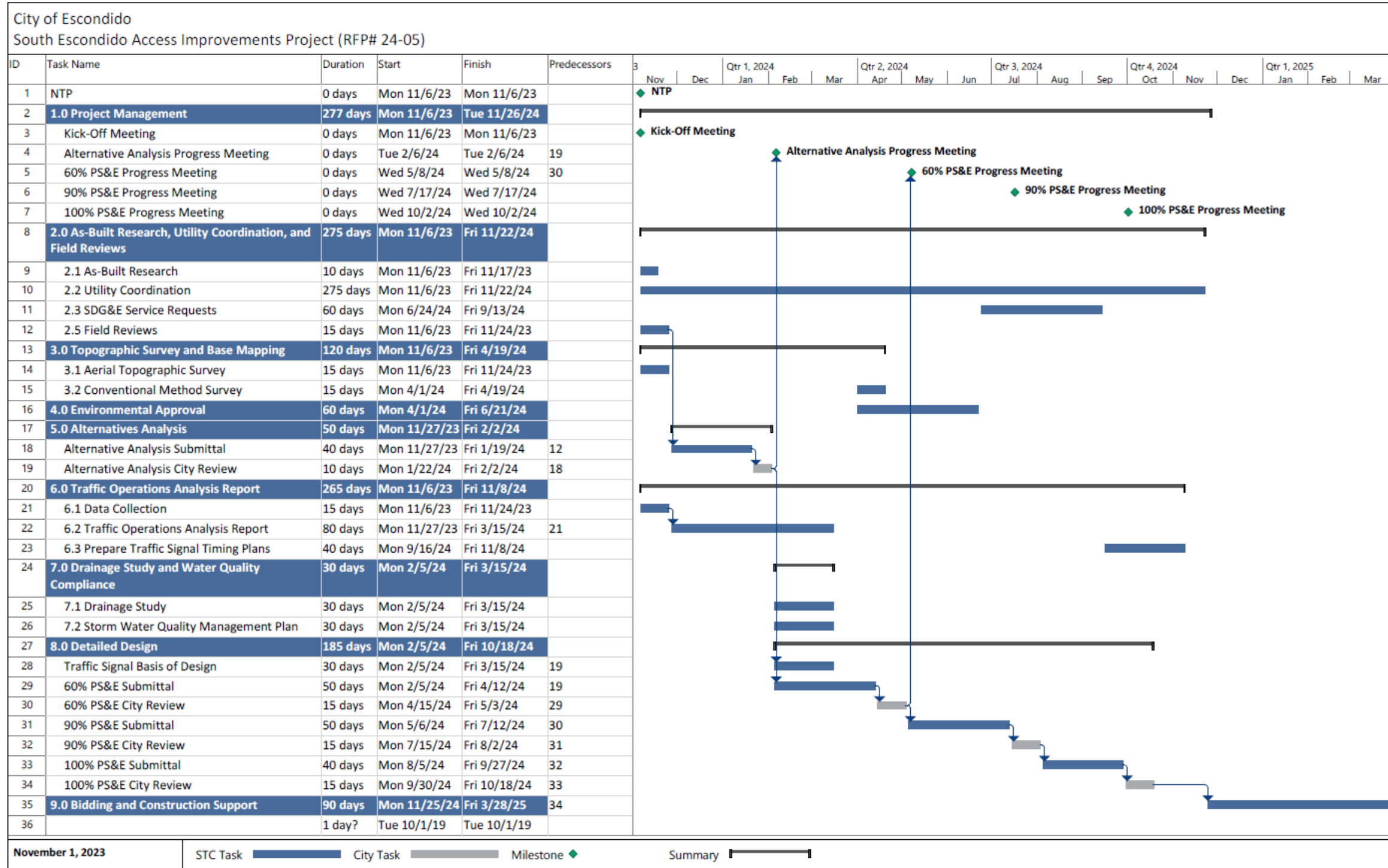


Rate Sheet and Total Fee for Project

Per RFP instructions, the rate sheet and total fee for the project has been submitted separately.



Project Schedule with Key Milestones





Total Fee for STC Traffic South Escondido Access Improvements Project (RFP# 24-05)

Company		STC Traffic, Inc.								Subconsultants (Lump Sum)							
Classification	Principal-In-Charge	Senior Project Manager	Senior Principle Engineer	Project Planner III	Project Engineer III	Project Engineer II	Project Engineer I	Systems Engineer	Construction Engineer/Senior Inspector	RE Services	SAMPO	HELIX	Nasland	Count Company	Potholing Contractor	Total Hours	Total Cost
Staff Name	Jason Stack	Christian Lamburth	Phil Kern	Phil Wragg	B. Schlueter	Gianluca Pesaresi	Ivan Gonzalez	Alain Hungerford	Kevin Stone								
Hourly Rate	\$270.00	\$210.00	\$200.00	\$160.00	\$180.00	\$150.00	\$130.00	\$180.00	\$170.00								
Task	Task Description															Total Hours	Total Cost
1.0	Project Management																
1.1	Meetings, Schedule, Invoicing	4	24	12												40	\$ 14,420.00
1.2	City Council/Traffic Commission Meetings	4	6	6				12								28	\$ 5,100.00
2.0	As-Built Research, Utility Coordination, and Field Reviews																
2.1	As-Built Research		1					6								7	\$ 1,110.00
2.2	Utility Coordination	1		2			4	20								27	\$ 3,870.00
2.3	SDG&E Service Requests			2		10											\$ 2,200.00
2.4	Utility Potholing	1	6			12		50									\$ 22,690.00
2.5	Field Reviews		2	2		8	8		4	4						28	\$ 4,860.00
3.0	Topographic Survey and Base Mapping																
3.1	Aerial Topographic Survey																\$ 10,000.00
3.2	Conventional Method Survey																\$ 3,000.00
4.0	Environmental Approval																
4.1	NEPA																\$ 7,037.00
4.2	CEQA																\$ 4,548.00
4.3	Cultural Resources																\$ 7,000.00
4.4	Initial Site Assessment																\$ 12,207.00
5.0	Alternatives Analysis																
5.1	Prepare 2 Alternative Concepts	2	4	6		12	24	45									\$ 1,500.00
6.0	Traffic Operations Analysis Report																
6.1	Data Collection				5												\$ 1,400.00
6.2	Traffic Operations Analysis Report	2	6		80				4								\$ 92
6.3	Prepare Traffic Signal Timing Plans (Alternative Scope A)	4							40								\$ 8,280.00
7.0	Drainage Study and Water Quality Compliance																
7.1	Drainage Study																\$ 2,500.00
7.2	Storm Water Quality Management Plan																\$ 4,500.00
8.0	Detailed Design																
8.1	Traffic Signal Basis of Design (Alternative Scope A)	1	4			20			4								\$ 5,430.00
8.2	Plans (Alternative Scope A)	5	15	25		120	220	365		10							\$ 113,284.00
8.3	Plans (Alternative Scope B)	5	15	25		115	200	350		10							\$ 107,434.00
8.3	Project Specifications and Bid Documents	2	7	7		40			3	3							\$ 11,637.00
8.4	Construction Schedule		2	3		14				3							\$ 4,063.00
8.5	Engineers Estimate of Probable Cost		2	3		7	15			3							\$ 5,134.00
8.6	Produce Final PS&E	1	2	2		7											\$ 2,150.50
9.0	Bidding and Construction Support																
9.1	Bidding Support		6	6													\$ 2,460.00
9.2	Construction Support	2	4	6		8		4		2							\$ 4,880.00
9.3	Record Drawings	1	2	4				12									\$ 3,550.00
Total Hours		35	107	111	85	372	477	858	55	37	\$ -	\$ 13,000	\$ 34,792	\$ 10,900	\$ 1,400	\$ 12,500	2,137
Total Alternative Scope A - Signalized Intersection																\$	299,121
Total Alternative Scope B - Roundabout																\$	279,561