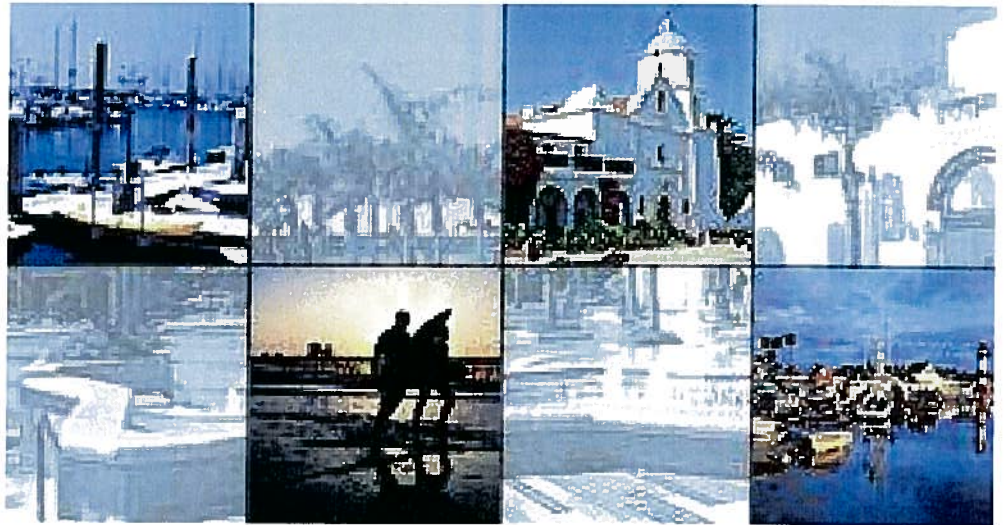




Request for Proposals for Professional Consultant Services



CITY OF OCEANSIDE RFP
FOR PROFESSIONAL CONSULTANT SERVICES
TO PREPARE

THE COAST HIGHWAY
VISION AND STRATEGIC PLAN

- ♦ North Coast Highway Area
- ♦ Mid Coast Highway/Downtown Transit Center Area
- ♦ South Coast Highway/Sprinter Station Area

City of Oceanside
Advance Planning
300 N. Coast Highway
Oceanside, CA 92054

Phone: 760-435-3534

Fax: 760-754-2958

E-mail:

avolzke@ci.oceanside.ca.us

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL CONSULTANT SERVICES
TO PREPARE

THE COAST HIGHWAY CORRIDOR
VISION & STRATEGIC PLAN

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THE COAST HIGHWAY CORRIDOR **VISION AND STRATEGIC PLAN**

I. OVERVIEW & PURPOSE

The City of Oceanside, is seeking to retain an experienced team of planning, urban design, economic and transportation professionals to prepare a "Vision and Strategic Plan" for certain areas along the Coast Highway corridor, namely the North Coast Highway, the Mid Coast Highway/Downtown Transit Center area and adjacent neighborhoods to the east and west and the South Coast Highway/Sprinter Station area.

The Vision and Strategic Plan will serve as the blueprint for the enhancement and revitalization of the Coast Highway corridor. The plan will foster high quality design and stimulate economic investment in the subject area by defining the desirable development framework and eliminating unpredictability in the development review process.

The Vision and Strategic Plan will include community input and rely on economic, transportation, environmental and other pertinent planning data to define development constraints and opportunities and ensure that recommended projects and strategies are implementable. The plan will leverage and build upon the community's assets by preserving and enhancing desirable community characteristics and land uses in each corridor area and focusing appropriate development - backed by economic feasibility analysis - in key catalytic opportunity sites.

The effort will culminate in a comprehensive, market-tested, realistic, Vision and Strategic Plan that will set forth: a) the desired land use, mobility, urban design and economic parameters for the Coast Highway corridor; b) the preferred illustrative physical development Vision Plan for the corridor subareas; c) specific action oriented implementation strategies and phasing to achieve the Vision and Strategic Plan; and d) detailed prototype development scenarios for key catalytic opportunity sites with first phase implementation priority assigned to the North Coast Highway area. The Vision and Strategic Plan effort should be completed by March 2009.



II. THE COMMUNITY OF OCEANSIDE & COAST HIGHWAY CORRIDOR - BACKGROUND

The City of Oceanside was incorporated in 1888 as a General Law City and is governed under the Council/Manager form of government. The City Council is comprised of five members who are elected at large, serving staggered four-year terms.

Oceanside is located in northern San Diego County, 35 miles north of San Diego and 83 miles south of Los Angeles. It has a population of 173,300 and contains approximately 42 square miles of land. The community is located along the Pacific Ocean, providing the City with its name. Oceanside is traversed by major roadways, including the north-south Interstate-5 Freeway and Coast Highway and the east-west State Highways 78 and 76. The City is bordered by the Cities of Vista and Carlsbad to the south, unincorporated portions of San Diego County to the east and the U.S. Marine Corps Base Camp Pendleton to the north.

In July 2007 the City Council directed staff to initiate visioning efforts all along the Coast Highway corridor with key focus points being North Coast Highway, Mid Coast Highway/Downtown Transit Center area and the Sprinter Station area. Coast Highway and the aforementioned adjoining areas are located in part within the Coastal Zone jurisdictional boundaries and encompass portions of the City's Downtown Redevelopment Project Area. The geographical limits for the North Coast Highway, the Mid Coast Highway/Downtown Transit Center area and the South Coast Highway/Sprinter Station area have been preliminarily identified as shown on Attachment 1.

III. SCOPE OF WORK

The consultant team selected for this project must have demonstrated leadership capabilities to organize, manage and direct a major Vision and Strategic Plan effort. The Coast Highway vision and strategic plan preparation process must include:

- Economic and planning research to inventory current land uses, assess building reuse/replacement feasibility and define planning/environmental /Coastal Commission issues and overall economic strengths, weaknesses, constraints and opportunities;
- A citywide public outreach campaign to engage the community in the Vision and Strategic Plan preparation process. The campaign must include, but would not be limited to, creating and distributing educational materials for the project, soliciting community input, facilitating public workshops and a design charrette, and establishing a web page, to be



CITY OF OCEANSIDE RFP - COAST HWY VISION & STRATEGIC PLAN

linked to the city's website, which would provide background information and meeting announcements for the project.

- An interactive public forum with private sector developers to obtain constructive input that would contribute toward refining the development concepts for the corridor.

Based on insight provided by the due diligence effort the consultant team must produce the following graphic and written deliverables:

- a) A Vision Statement and Planning Principles that will reflect the desired land use, mobility, urban design and economic parameters for the Coast Highway corridor;
- b) A Strategy Diagram identifying opportunity sites and larger catalytic opportunity areas;
- c) Conceptual Land Use Plans (3) along with a fiscal comparison of each for evaluation and presentation during a Design Charrette;
- d) The Preferred Land Use Plan and Guidelines which will define urban design, zones, permitted uses within each zone, preliminary density and intensity standards, external circulation access points and statistical summary;
- e) Prototype Development Scenarios (5) and associated Economic/ financial Feasibility Assessment for each scenario for key opportunity areas (North Coast Highway area, followed by other key catalytic opportunity areas);
- f) A highly illustrative Vision Plan for the three corridor areas showing rights-of-way, existing and infill development, green space/open space areas and various other features of development rendered in color and at a scale to be determined, supplemented with five (min) perspective drawings rendered in color showing typical design elements and significant design concepts or other locations of importance, as directed by staff;
- g) Implementation Strategies and Phasing to achieve the Vision and Strategic Plan; and
- h) The Coast Highway Vision and Strategic Plan Report summarizing the planning analysis, community/developer participation process, preferred vision plan, development guidelines and physical implementation strategy. This document must include all two dimensional graphics developed for the Coast Highway Vision and Strategic Plan. The economic and transportation analyses must also be incorporated as appendices.

The consultant will present, along with staff, the Coast Highway Vision and Strategic Plan to the Planning Commission, Redevelopment Advisory Commission, Economic Development Commission and City Council in separate meetings. Upon conclusion of the planning process and approval of the Vision and Strategic Plan two hard copies and an electronic version of the final approved document must be transmitted to the City of Oceanside. All graphic illustrations must be available in a large wall presentation size and handout (8.5" by 11") format.



IV. APPLICABLE DOCUMENTS TO BE REVIEWED

In carrying out this effort, documents to be reviewed and analyzed must include, but would not be limited to the following:

- City of Oceanside General Plan
- Local Coastal Plan
- Redevelopment Plan
- Zoning Ordinance

V. SUBMITTAL FORMAT AND CONTENT

All respondents are required to follow the format specified below. The content of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numerical system shown below to aid in expedient information retrieval.

Submittal Cover - Include the Request for Proposals title and submittal due date, the name, address, fax number, and the telephone number of the principal firm.

Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.

1. Cover Letter - The cover should be brief (2 pages maximum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe below the delivery of services will be provided to the City of Oceanside, including the location of the firm's offices and the response time to City's requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. In addition, describe the conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or work progress; identify the team members (i.e. joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. The signatory should be the person with official authority to bind the company.
2. Methods and Strategic Plan - Describe the methods, plan, and deliverables for carrying out the Scope of Work. Specify project tasks and associated timelines.
3. Qualifications and Experience - This section should contain the following: a description of the team's experience in providing planning, environmental, economic analysis, urban design, or other appropriate



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consulting services for public entities or the private sector. The firm's project experience in the past three years specifically related to this scope of work should be listed consequently with the awarding and completion dates noted. Specific experience with California coastal cities, CEQA, infill proposals and topographical constraints should be highlighted. Each listed experience should include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm performed.

4. List of Project Personnel - This list should include the identification of the contact person with primary responsibility for this project, other project personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume for each professional and technical person assigned to the project, including partners and or sub-consultants, shall be submitted. The resumes should include at least two references from previous assignments.
5. Organization Chart - An organization chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignment for this project should be provided in this section.
6. Schedule of Rates and Proposed Budget - The respondent shall provide a Schedule of Principal/Staff Rates along with the submittal.

VI. RFP SUBMITTAL & PROJECT SCHEDULE

The solicitation, receipt and evaluation of submittals, and the selection of the provider of consultant services will conform to the following schedule.

Distribution/Advertisement: **December 31, 2007**
Submittal of RFP: **January 31, 2008**
Interview/ Award of Contract: **TBD**

The respondents' proposal shall comply with the established project start and completion dates unless otherwise justified as part of the submitted RFP project implementation methodology:

Project Start Date: **March 2008**
Project Completion: **March 2009**



CITY OF OCEANSIDE RFP - COAST HWY VISION & STRATEGIC PLAN

One original and six copies of the submittal shall be delivered no later than 5:00 p.m. on the Submittal of RFP date listed above to:

**City of Oceanside
Advance Planning
300 N. Coast Hwy
Oceanside, CA 92054**

Attn: Amy Volzke, Principal Planner

Copies received by FAX shall not be deemed received.

VII. SUBMITTAL SELECTION PROCESS

A City of Oceanside Selection Committee will review submittals, which meet the outlined requirements stated herein. The Committee will "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that an interview is requested by the Selection Committee, all key project personnel and the designated project manager should attend.

VIII. SUBMITTAL EVALUATION CRITERIA

Submittals received by the City of Oceanside will be evaluated according to the criteria listed below:

- Organization, presentation, and content of the submittal;
- Specialized experience and technical competence of the firm(s), considering the types of service required; the complexity of the project; record of performance; and the strength of key personnel who will be dedicated to the project;
- Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner;
- Knowledge and understanding of the local environment and local presence for interfacing with the City.

Please note that while project cost will not be determinate, it may be considered in the selection process. Incomplete submittals, incorrect information or late submittals shall be cause for immediate disqualification.



IX. PUBLIC DISCLOSURE

As a general rule, all documents received by the City of Oceanside are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

X. TERMS AND CONDITIONS

Issuance of the RFP does not commit the City of Oceanside to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the City Council of the City of Oceanside.

The City reserves the right to retain all proposals for a period of sixty (60) days for examination and comparison. The City also reserves the right to waive non-material irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations.

Once the proposal has been selected and all negotiations completed, the consultant will be asked to execute the City's Standard Professional Services Agreement (Attachment 2) and return it to the City with all necessary documentation including Certificates of Insurance. Once the City Attorney has reviewed and approved the signed agreement, a presentation will be scheduled for approval of the contract by the City Council.

All studies, reports, documents, and other materials prepared by or in possession of the consultant as part of work or services under the contract shall become the permanent property of the City and shall be delivered to the City upon demand.

XI. EQUAL OPPORTUNITY PROGRAM REQUIREMENTS

The City of Oceanside is committed to equal opportunity in solicitation of professional service consultants doing business with, or receiving funds from the City. The City encourages prime consultants to share this commitment.



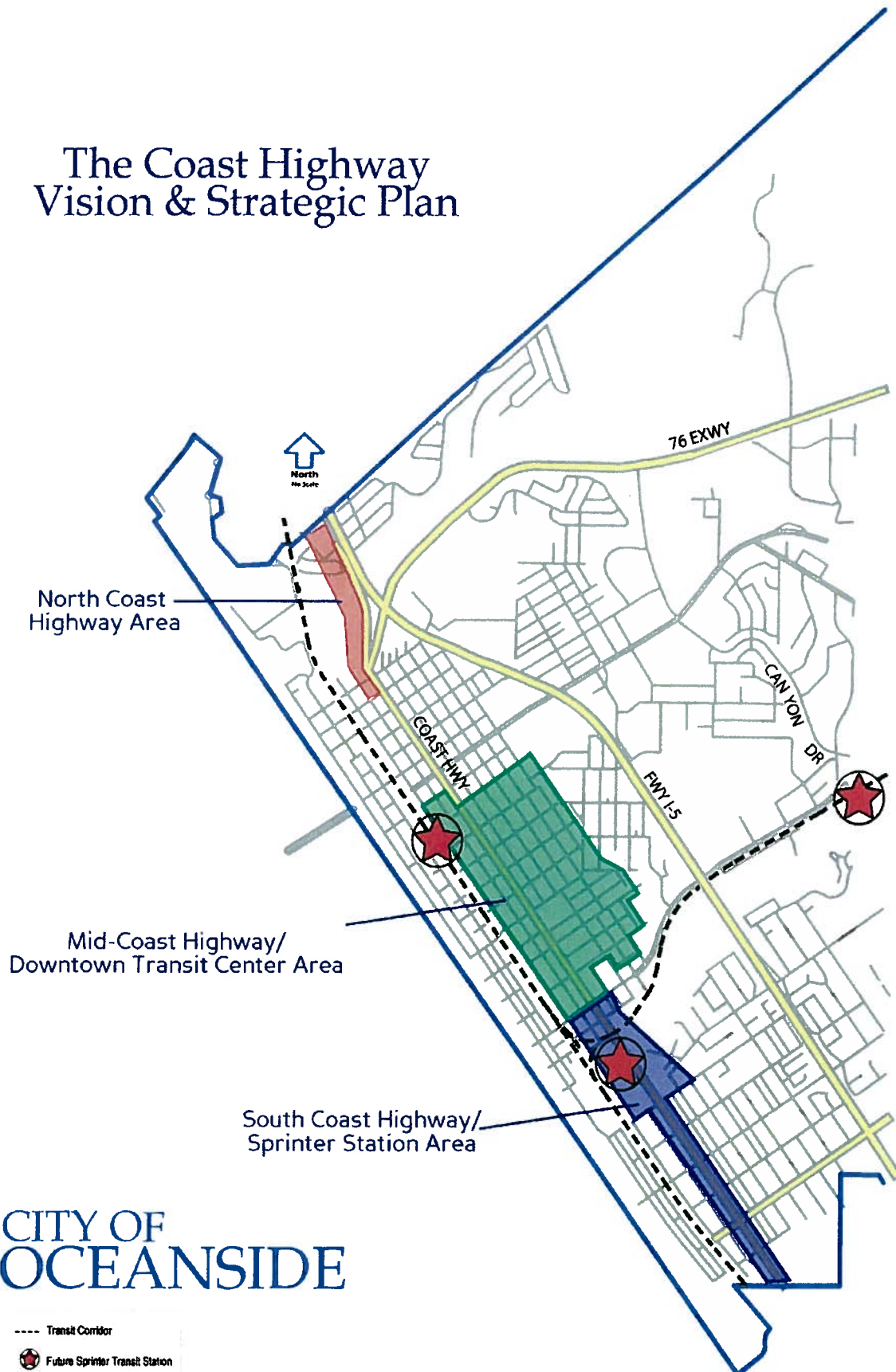
XII. CITY CONTACT

The City of Oceanside looks forward to receiving your submittal. If you have any questions regarding this RFP, please contact:

Amy Volzke, Principal Planner
(760) 435-3534
avolzke@ci.oceanside.ca.us

ATTACHMENT 1

The Coast Highway Vision & Strategic Plan



ATTACHMENT 2

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: (PROJECT NAME & NUMBER)

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and _____, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: [insert a brief description of the work to be done].
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager or his designee. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Manager or his designee. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and

[Insert project name and number]

employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

| | |
|--------------------------------------|---------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |

Commercial General Liability Insurance
(bodily injury and property damage)

| | |
|--|--------------|
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |

| | |
|---------------------------------------|--------------|
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |
|---------------------------------------|--------------|

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

[Insert project name and number]

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or

[Insert project name and number]

omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$_____

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Manager or his designee. CONSULTANT shall obtain approval by the City Manager or his designee prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City Manager or his designee within [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the

[Insert project name and number]

CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2008.

[INSERT NAME OF CONSULTANT]

CITY OF OCEANSIDE

By: _____
Name/Title

By: _____
Peter Weiss, City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.