

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: January 26, 2011

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **AMENDMENT 1 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND KIMLEY-HORN AND ASSOCIATES INC., IN THE AMOUNT OF \$493,670 FOR CONSTRUCTION DRAWINGS FOR THE IMPROVEMENTS TO MISSION AVENUE FROM HORNE STREET TO CLEVELAND STREET**

**SYNOPSIS**

Staff recommends that the Community Development Commission approve Amendment 1 in the amount of \$493,670 to the professional services agreement with Kimley-Horn and Associates Inc., of San Diego for a conceptual design for the improvements to Mission Avenue from Horne Street to Cleveland Street, adding to the scope of work construction drawings for the project and authorize the City Manager to execute the agreement.

**BACKGROUND**

In 2002, the City's Redevelopment Agency completed a pedestrian study called the "Walkable Communities" for the downtown area. One of the recommendations made was to slow down the traffic on Mission Avenue (from Horne Street to Coast Highway) thereby increasing the downtown area pedestrian walk-ability and making pedestrian travel much safer. In order to accomplish this, street and infrastructure improvements are required such as landscaping, lighting, upgrading traffic signals, signage, street furniture, etc.

On November 19, 2008, the Community Development Commission (CDC) approved the issuance of a Request for Proposals from experienced consultants for the conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway. The Request for Proposal was also structured for the consultants to provide a proposal for the working drawings should the Agency wish to move forward with construction upon CDC approval of the concept plan. Staff received nineteen responses and narrowed the selection for interviews to five consultant teams. Staff conducted extensive interviews with the five consultant teams and ultimately selected Kimley-Horn and Associates Inc., based upon their performance during the interviews, their past work experience and their references.

On April 8, 2009, the Community Development Commission approved Kimley-Horn and Associates Inc. (KHA), in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Cleveland Street.

The KHA contract included evaluating a variety of alternatives, providing traffic modeling, evaluating drainage and low impact development solutions, and exploring landscape and site amenity features. The contract also included two public workshop which proved invaluable in soliciting input from the surrounding neighborhood.

There were benefits and drawbacks from all of the proposed alternatives; however, the consultant recommended Alternative 3 for the maximum benefits for both traffic circulation as well as enhancements to the streetscape. Alternative 3 would reduce westbound Mission Avenue from four-lanes (in both directions) down to two-lanes, one-way, beginning at Clementine Street moving west to Cleveland Street. Traffic would be able to turn left and/or right onto Cleveland Street. Traffic moving southbound on Cleveland Street would be one-way to Seagaze Drive and then two-lanes (one-way) on Seagaze Drive eastbound to Clementine Street. Clementine Street would be one-way moving north from Seagaze Drive to Mission Avenue.

On September 1, 2010, the Community Development Commission had a workshop and gave direction to staff to proceed with Alternative 3 for the final construction design for Mission Avenue from Horne Street to Cleveland Street with a modification to Seagaze Drive to accommodate buses for NCTD. In addition, there had been some discussion regarding accommodations for bicyclist.

The proposed improvements to Mission Avenue included several different components; therefore, staff thought it would be prudent to create a working group. The working group committee included City staff as well as representatives from Planning, Arts, Economics, MainStreet, Transportation, and Bike commissions.

The group met on November 30, 2010, and the committee formed a consensus related to several issues (see attached). One of those issues was to create a Class III Bike Route to be located along the north side of Mission Avenue. This is also consistent with the 2008 City of Oceanside Bicycle Master Plan. In order to accommodate a Class III Bike Route, a wider than a standard outside bicycle lane (14-feet wide versus 12-feet wide) would be located within the vehicular right-of-way and delineated by directional signage. In addition, the committee also agreed to have reversed angled parking to be located on the north side of Mission Avenue with parallel parking located on the south side of Mission Avenue. This would allow for both sidewalks to be increased approximately 3.5 feet in width from 12 feet to 15 ½ feet (see attached detail).

It should also be noted that the proposed improvements to Mission Avenue (located west of I-5), was ranked as the second highest priority pedestrian project as stipulated in the 2009 Pedestrian Master Plan.

## **ANALYSIS**

After an extensive selection process, Kimley-Horn and Associates Inc., was originally selected to prepare the conceptual design based upon their past work experience and their references. Due to their excellent work performance for the conceptual design, Kimley-Horn and Associates, Inc. has been selected to prepare the construction drawings.

The scope of services for the development of the construction drawings includes but will not be limited to the following:

- Field Survey: Establish existing street cross sections
- Environmental Documentation: Prepare Mitigated Negative Declaration
- Geotechnical Coordination: Core drilling and R-Value testing
- Air quality analysis study
- Noise Technical report
- Drainage Study report
- Prepare Storm Water Management Plan
- Prepare construction drawings

Upon Commission approval the consultant is prepared to start immediately on preparing the construction drawings. The estimated construction costs for the Mission Avenue Improvements ranges between \$1.5-1.8 million dollars.

## **FISCAL IMPACT**

The Mission Avenue Capital Improvements project (933118300573) has a current balance of \$402,733. These funds are available through Redevelopment Tax Allocation Bonds issued in 2003. The work to be performed by the consultant under this amendment is considered a multi-year project. Therefore, upon adoption of the FY 2011-12 capital improvement program budget by the City Council, the remaining balance of \$90,937 will be funded from the FY 2011-2012 Mission Avenue Improvements project which has a proposed appropriation budget of \$557,638.

## **CITY ATTORNEY'S ANALYSIS**

The professional services agreement has been reviewed by the City Attorney and approved as to form.

## **COMMISSION OR COMMITTEE REPORT**

On October 27, 2010, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and voted 5-0 to approve staff recommendation.

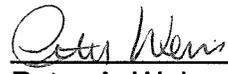
**RECOMMENDATION**

Staff recommends that the Community Development Commission approve Amendment 1 in the amount of \$493,670 to the professional services agreement with Kimley-Horn and Associates Inc., of San Diego for a conceptual design for the improvements to Mission Avenue from Home Street to Cleveland Street, adding to the scope of work construction drawings for the project and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Kathy Baker  
Redevelopment Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
Executive Director

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Jane McVey, Economic and Community Development Director  
Teri Ferro, Financial Services Director



**EXHIBITS/ATTACHMENTS**

- 1. Professional Services Agreement
- 2. Staff report dated April 8, 2009
- 3. Timeline of events
- 4. Working group recommendations
- 5. Mission Avenue cross section

Mission Avenue Improvements  
**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**  
AMENDMENT 1

THIS AGREEMENT, dated January 26, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Kimley-Horn and Associates, Inc., hereinafter designated as "CONSULTANT".

**RECITALS**

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1.0 **AMENDED SCOPE OF WORK.** The original (see attachment) contract (Document No. 09-D0228-3; executed on April 8, 2009) resulted in a concept plan for improvements to Mission Avenue from Horne to Cleveland Streets that included a traffic analysis, engineering plans, landscape plans, public workshops and meetings. The amendment to the original contract is to provide full construction drawings for improvements to Mission Avenue from Horne to Cleveland Street. This would include field survey, prepare Mitigated Negative Declaration and prepare Storm Water Management Plan. The project is more particularly described in Exhibit "A".
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT for this amendment shall generally consist of but not be limited to the following: field survey, prepare Mitigated Negative Declaration, prepare Storm Water Management Plan, and complete construction drawings (see also Exhibit "A")

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- 1.1.1 Work closely with the Redevelopment Manager in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Redevelopment Manager, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Redevelopment Manager may delegate authority in connection with this Agreement to the Redevelopment Manager's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Redevelopment Manager delegates authority to the Associate Planner.
- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the Redevelopment Manager, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the Redevelopment Manager, concurrently with the design plans, the following:
  - a. A written estimate of probable construction costs.
  - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by the Redevelopment Manager to include the services listed below:
  - a. Provide consultation and advice to the City during construction of the project.

### Mission Avenue Improvements

- b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
- c. Review and comment on laboratory, shop and mill test reports on materials and equipment.
- d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
- e. Prepare engineering cost estimates.
- f. Prepare design changes and clarifications to the plans and specifications.
- g. Prepare needed reports and notices.
- h. Provide periodic visits to the site to monitor construction.
- i. Attend meetings with the Redevelopment Manager or his designees.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
- 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
- 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
- 1.2.4 Upon request, verify the location of existing CITY owned utilities.
- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.

## Mission Avenue Improvements

- 1.2.8 Provide overall project management.
- 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

### 2.0 **TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Exhibit "C". Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **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 Redevelopment Manager. 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 Redevelopment Manager. CONSULTANT shall be sole 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.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an

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Oceanside City Business License to the Redevelopment Manager.

6.0 **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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

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

7.2.1 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	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.2 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

### Mission Avenue Improvements

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.

- 7.3 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized 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.
- 7.5 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.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 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.
- 7.8 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.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT

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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).

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

- 9.0 **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 CONSULTANT'S 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 founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Redevelopment Manager determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under

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Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Amendment, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "B", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Redevelopment Manager. CONSULTANT'S compensation for all work performed in accordance with this Amendment shall not exceed the total contract price of **\$493,670**. The original contract was in the amount **\$165,000** for a total contract amount not to exceed **\$658,670**.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Redevelopment Manager. CONSULTANT shall obtain approval by the Redevelopment Manager prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the

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Redevelopment Manager for verification of billings, within a reasonable time of the Redevelopment Manager's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Redevelopment Manager.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the Amended scope of work to be performed for this project and supersedes all prior negotiations, representations or agreements. All portions of the original agreement remain in full force and effect unless expressly amended in Amendment 1.

17.0 **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.

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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.

18.0 **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.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

City of Oceanside  
Redevelopment Manager  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Kimley-Horne  
401 "B" Street  
San Diego, CA 92101-4218

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be

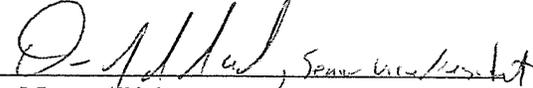
Mission Avenue Improvements  
sent, as designated above.

21.0 **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 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 on the dates indicated below:

Kimley-Horn & Associates, Inc.

CITY OF OCEANSIDE

By:   
Name/Title

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

City Manager

Date: Jan 3, 2011

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

By:   
Name/Title ASSISTANT SECRETARY

Date: JAN 3, 2011

APPROVED AS TO FORM:

  
City Attorney

\_\_\_\_\_  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

## Mission Avenue Improvements

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On January 3, 2011 before me, Erika M. Csasz, Notary Public  
(Here insert name and title of the officer)

personally appeared Scott William Colvin and Dennis Jay Landaal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Erika M Csasz  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Mission Ave. Improvements -  
(Title or description of attached document)

Amendment 1  
(Title or description of attached document continued)

Number of Pages 12 Document Date 1/26/11

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
Senior VP / Assistant Secretary  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On JANUARY 3, 2011 before me, ERIKA M. CSASZI, Notary Public  
(Here insert name and title of the officer)

personally appeared SCOTT WILLIAM COLVIN AND DENNIS JAY LANDAAL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ERIKA M. CSASZI  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

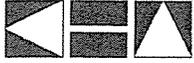
### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT  
MISSION AVE. IMPROVEMENTS  
(Title or description of attached document)  
AMENDMENT 1  
(Title or description of attached document continued)  
Number of Pages 12 Document Date 1/26/11  
(Additional information)

CAPACITY CLAIMED BY THE SIGNER  
 Individual (s)  
 Corporate Officer  
SENIOR VP/ASSISTANT SECRETARY  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Kimley-Horn  
and Associates, Inc

Exhibit "A"

December 30, 2010

■  
401 B Street  
Suite 600  
San Diego, California  
92101

Ms. Kathy Baker, Redevelopment Manager  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
3rd Floor Economic and Community Development Department

Re: Scope and Fee for Mission Avenue – Phase 2 Services

Dear Ms. Baker:

Kimley-Horn and Associates, Inc. (“KHA”) is pleased to submit this amendment to our agreement with the City of Oceanside (“Client” or “City”) to provide consulting and engineering services on Mission Avenue – Phase 2 Services (“Project”). The following tasks were discussed at our June 9, 2010, meeting, as well as the September 1, 2010 City Council approval, as those necessary to advance the project through the next phase.

### **Project Understanding**

Based on the outcome of Phase 1 services presented to the Oceanside City Council on September 1, 2010, our team will provide survey, geotechnical, environmental compliance, civil, traffic, landscape, and drainage related services for the proposed Project under this phase of work.

### **Scope of Services**

This scope of services will continue the conceptual work that was performed under the agreement dated January 15, 2009 (Phase 1), and this work will be considered Phase 2.

#### **Phase 1: Development Concepts**

**Tasks 1 – 5** These tasks were completed under the January 15, 2009 contract.

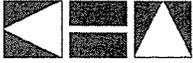
#### **Phase 2: General Plan Amendment, CEQA Compliance and PS&E**

##### **Task 6 – Develop Final Concept**

KHA will work with the City to develop the final design concept for Mission Avenue and adjacent streets. It is assumed KHA will use the information provided at the September 1, 2010 Council meeting and prepare a revised exhibit. This task will include the following meetings:

- One meeting with the City to review the final concept
- Meeting with NCTD to discuss the final circulation plan

■  
TEL 619 234 9411  
FAX 619 234 9433



- One meeting with City to address any comments on the final concept

#### **Task 7 – Field Survey**

KHA will work with a team to establish existing street cross sections for the proposed improvements. The survey data will be tied horizontally to the California Coordinate System (CCS 83) and tied vertically to the City of Oceanside datum or as instructed by the City. Project control will be provided to the City with durable markers identified for the purposes of re-establishing control once construction commences. The deliverable will be a CAD file with 3D points and breaklines for the areas surveyed together with the compiled contours. These services will include:

- Cross-sections along Mission Avenue, between the Coaster tracks and 100' west of Home Street at 25' intervals extending to the right-of-way.
- Roadway profiles, driveway profiles and locations, existing visible surface utility locations, accessible utility invert elevations, adjacent building finish floor elevations, utility equipment, traffic signal equipment (including poles, pull-boxes, controller and meter pedestal), luminaries, type and sign location, striping and channelization within the limits of aerial mapping described above.
- KHA will also conduct a site visit to verify existing signing and marking, existing traffic signals equipment including conduits and wiring, and existing luminaries.

#### **Deliverables:**

1 copy of basemap on 24"x36" – paper; 1 electronic copy of basemap files in AutoCAD format; 1 pdf; 1 electronic copy of survey field notes.

#### **Task 8 – Geotechnical Coordination**

Our team will obtain the following information to support the project:

- Reviewing background information including available geotechnical reports, geologic maps, and aerial photographs.
- Siting and staking of proposed exploratory locations for clearance of conflicts with existing utilities by Underground Service Alert.
- Acquiring traffic control and encroachment permits from the City of Oceanside (we understand that fees for such will be waived).
- Coring the existing asphalt pavements prior to excavating, logging, and sampling six exploratory soil borings to depths of up to 15 feet below existing grade (or to refusal).
- Collecting bulk and in-place samples of the encountered soils and transporting them to our in-house geotechnical laboratory for analysis.
- Performing geotechnical laboratory testing on selected samples to evaluate soil parameters for design purposes. Our testing is anticipated to include in-situ moisture content and dry density, grain size analyses, R-value, and corrosivity (pH, electrical resistivity, sulfate content, and chloride content).
- Converting four of the soil borings for use in infiltration testing. The infiltration test procedure used will be in general conformance with County of San Diego guidelines for percolation testing. This is a two-day process and involves pre-soaking of the borings the first day and performing the test under saturated conditions on the second day.
- Compiling and performing an engineering analysis of the data obtained from our background, field, and laboratory evaluations.
- Preparing a geotechnical design report to present our conclusions and to provide our geotechnical recommendations for site preparation, pavement and paver design, groundwater, soil corrosivity, and the infiltration capacity of site soils.



**Deliverables:**

1 copy of the final geotechnical report (hard copy), 1 CD for City records

**Task 9 – Environmental Documentation**

This task assumes that the appropriate level of CEQA review would be a Mitigated Negative Declaration as described in section 15070 through 15075 of the CEQA Statute and Guidelines. A General Plan Amendment (GPA) will also be required to ensure the proposed reconfiguration of Mission Avenue is consistent with the current circulation element. This scope assumes that the GPA will be a stand-alone document containing only those portions of the General Plan Circulation Element affected by the proposed project. It is also assumed that the City of Oceanside will determine the appropriate street design criteria for the reconfigured Mission Avenue, as contained in Table C-1 of the Circulation Element. The GPA is the primary discretionary action that will require CEQA compliance.

As identified in the Mission Avenue Environmental Constraints Analysis (KHA, July 22, 2009), the following technical studies are proposed to support the CEQA documentation:

- Air Quality Analysis and Global Climate Change Evaluation
- Noise Technical Report

As discussed in the Environmental Constraints Analysis, the proposed project is not expected to result in excavation or other ground-disturbing activities within previously-undisturbed areas; accordingly, no impacts to archaeological resources are anticipated. Review of the proposed project elements suggests that no direct or indirect impact to the integrity of Historic Route 101; accordingly, no inventory or analysis of historical resources is included in this scope. However, because the proposed project would involve a GPA, Native American consultation is required in accordance with Senate Bill (SB) 18. The scope of services is provided below under Task 8.1c.

A traffic impact analysis was prepared for the proposed project in August, 2010, and will be referenced in the CEQA documentation. This task assumes that no resource agency permits, such as Clean Water Act Sections 401 or 404 or Fish and Game Code 1600, would be required.

**Task 9.1 – Technical Studies**

**Task 9.1a Air Quality Analysis and Greenhouse Gas Evaluation**

The KHA team will prepare an air quality analysis to address potential impacts associated with construction and operation of the proposed project. The analysis will include an assessment of construction and operational emissions and a comparison with appropriate significance thresholds. The analysis will address the potential for impacts to sensitive receptors in the vicinity of the project due to redistribution of traffic.

We will also prepare an evaluation of greenhouse gas emissions associated with the project. The analysis will address both construction and operational emissions. Due to the nature of the project, which will redistribute traffic but not generate any new trips, it is assumed that the analysis will involve a screening evaluation including both construction and operations.

The KHA team will prepare a report that presents the results of the air quality and greenhouse gas analyses. The report will be prepared in accordance with City of Oceanside guidelines, and will follow the newly adopted CEQA guidelines to evaluate the significance of impacts.



### **Task 9.1b Noise Technical Report**

KHA will assess potential noise impacts associated with changes in vehicular traffic noise resulting from implementation of the proposed project. The following tasks will be performed:

- A field reconnaissance will be performed along the project alignment to identify the location of noise sensitive areas and to understand the acoustic characteristics in the vicinity of those areas. Noise sensitive areas will be plotted on the project base map.
- Short-term sound level measurements (up to 1-hour) will be conducted at up to 6 locations near noise sensitive areas within the project limits to quantify the existing noise levels during the peak traffic noise hour. The measurements will be conducted using ANSI Type 1 or Type 2 calibrated integrating sound level meter(s). Simultaneous traffic counts will be performed during the measurement periods to calibrate the noise model.
- Existing and future sound levels “with and “without” the project will be estimated using the Federal Highway Administration (FHWA) Traffic Noise Model (Version 2.5). The model results will depict the distance from the roadway centerline to the 60, 65, 70 and 75 Ldn (Day-Night Average Noise Level) or CNEL (Community Noise Equivalent Level) noise contours in tabular format. The Ldn at 50 feet will also be calculated. The effects intervening barriers such as walls and buildings will not be considered. Daily traffic volumes will be obtained from the project traffic study.
- Noise impacts will be identified by comparing the existing and future sound levels to the threshold of significance. Mitigation measures will be recommended in areas where a significant noise impact is identified.
- The results of the noise assessment will be submitted in a technical report.
- This task includes response to comments for one screen check review by the City. The scope assumes that the comments will be minor and not require additional sound level measurements or acoustical calculations.

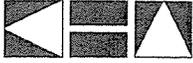
### **Task 9.1c SB 18 Native American Consultation**

The KHA team will request a search of the Sacred Land File from the Native American Heritage Commission (NAHC) to identify areas of Native American heritage significance or any listed Traditional Cultural Properties. We will provide the response from the NAHC with our draft report to facilitate the City’s consultation efforts and attend one meeting with the tribes and City to facilitate consultation and document results. Prior to the meeting the KHA team will conduct a records search for the project at the South Coastal Information Center (SCIC) at San Diego State University to identify previous cultural resource studies conducted in the area and any previously recorded sites located within or near the project. Using this information and the results of the NAHC search, the KHA team will prepare a short summary of the known cultural resources within the project, and this along with a project map figure will be provided to the tribes identified by the NAHC. If tribal comment is received we will forward that to the City for discussion at the meeting.

## **Task 9.2 – CEQA Documentation**

### **Task 9.2a: Prepare Initial Study**

KHA will complete the Initial Study in accordance with CEQA guidelines section 15063 and Initial Study checklist (Appendix G) in the CEQA guidelines. The Initial Study will form the basis for the environmental analysis and provide the necessary background for



determining the potential for significant environmental effects associated with the proposed project.

Each of the topics identified on the environmental checklist form contained in the State CEQA Guidelines will be evaluated to document the nature and extent of any potential environmental consequences. Analysis of air quality, potential historic resources, and noise will be based on the technical reports described in previous tasks of this scope; other analysis will be based on field reconnaissance primary research and review of existing reports and available CEQA documentation. The specific purpose of the analysis in the IS will be to identify potential significant adverse environmental impacts and develop mitigation such that a Mitigated Negative Declaration can be approved. KHA will prepare a draft Initial Study to include the following sections:

- Introduction: This section will introduce the Initial Study describe the purpose of the Initial Study and its role in the overall environmental process for the project.
- Environmental Setting: The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
- Project Description: The project description will provide a detailed, yet concise, description of the proposed project. The purpose and need for the project will be clearly stated, along with the project objectives. Discretionary actions needed to implement the project would be identified.
- Environmental Analysis: This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each IS checklist question required per Appendix G of the CEQA Guidelines will be presented along with a response. References used as the basis for the analysis would also be listed after each response.
- Mandatory Findings of Significance: This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions.
- Appendix: The Environmental Checklist will be included as an appendix to the document. Technical studies prepared per Task 1.0, plus the ongoing traffic impact analysis, will be included in the appendices to the IS.

#### **Task 9.2b: City Review Coordination**

The draft IS/MND will be provided to the City of Oceanside for review and comment. The objective of this task is to incorporate any modifications made to the proposed project design during the CEQA review process into the draft IS/MND. This task assumes a total effort of 10 hours to respond to City of Oceanside comments.

#### **Task 9.2c: Administrative Draft Mitigated Negative Declaration**

KHA will prepare an administrative draft of the Mitigated Negative Declaration incorporating the project description and analyses described above. An internal Quality Control review will be conducted by a senior-level environmental planner. Five (5) copies of the administrative draft will be provided to the City for review. City comments will be incorporated into the document and a public-review version of the Mitigated Negative Declaration produced. This scope assumes a total effort of 10 hours to address City of Oceanside comments.



**Task 9.2d: Public Review and Adoption, CEQA**

- Public Notice: KHA will draft a Notice of Intent to Prepare a Negative/Mitigated Declaration. The City will be responsible for posting and noticing.
- Public Review: The Consultant will provide 15 copies of the IS/MND to the State Clearinghouse for circulation to responsible and trustee agencies. An additional 15 hard copies and one CD-ROM with a PDF version of the Mitigated Negative Declaration will be provided to the City. The public review process will occur over a 30-day period.
- At the close of the public review period, KHA will prepare written responses to comment letters received. The proposed responses will be provided to the City for review. City comments will be incorporated. The comment letter and responses will be incorporated as a stand-alone section in the IS/MND. This revised version will be provided to the City for use in the adoption process.

**Task 9.3 –General Plan Amendment (GPA)**

KHA will prepare a GPA to incorporate the proposed reconfiguration of Mission Avenue, between Cleveland Street and Horne Street, into the current Circulation Element. The GPA will be a stand-alone document containing only those revisions necessary to accommodate the proposed Project. Suggested text will be provided in a strike-through/underline format to facilitate review. The following portions of the Circulation Element will be revised:

- Street classification name and description
- The western portion of Figure C-1
- Portions of Tables C-1 through C-3 (note: it is assumed that the City will provide guidance with respect to the appropriate street design criteria to be used for the new Mission Avenue street classification)

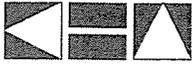
**Deliverables:**

KHA will provide copies of the technical studies and documentation of the SB 18 consultation as described in Task 8.1. KHA will prepare a mitigation monitoring plan to assist the City in implementing mitigation measures contained in the Mitigated Negative Declaration (MND). An internal Quality Control review of all documents will be conducted by a senior-level environmental planner. One unbound copy of the revised MND with responses to comments and the mitigation monitoring plan will be provided. PDF versions of these two (2) documents will also be provided on CD-ROM. KHA will provide the GPA to the City as described above in Task 8.3.

**Task 10 –Storm Water Management Plan**

A Storm Water Management Plan (SWMP) will be prepared to support the final water quality design elements of the project. This task will consist of the following design items:

- Determine applicable Standard Urban Stormwater Management Plan requirements as described in the current City of Oceanside SUSMP, March 25, 2010. The SUSMP will be updated in January 2011. It is assumed LID Practices to the maximum extent practicable will be sufficient for the new update.
- Identify pollutants of concern by land use type and identify impairments to the receiving water bodies.
- Hydrologic calculations shall include pre-development and post-development analysis (Q2, Q10, and Q100) flow rate in accordance with City of Oceanside, SUSMP and San Diego County Hydrology Manual, June 2003.



- The hydraulic capacity of each proposed treatment device will be calculated. These calculations will be used to quantify how much flow the proposed Low Impact Development (LID) features can treat within the project limits.
- Design (LID) features: LID features will be implemented to the Maximum Extent Practicable within the project. Sizing calculations will be provided for LID practices.
- Operation and Maintenance (O&M) Plan will be prepared designating responsible party to manage to the storm water BMPs, employee training program and duties, operating schedule, maintenance frequency, routine service schedule, and specific maintenance activities.

The hydraulic analysis will be used to define the project specific elements pertaining to the LID features to be implemented within the project. The calculations will be used to size curb openings, curb outlets, determine pipe sizes, determine areas for storm drain extension if required for the existing storm drain in Mission at Freeman Street and bypass spread width. LID features will be sized based on defined drainage management areas.

It is assumed that 4 review cycles will be needed to process the document through the City of Oceanside. It is assumed that no off-site improvements or existing pipe upsizing will be required as part of the project. It is assumed that the hydrologic analysis will be limited to the area and blocks immediately adjacent to the proposed project.

**Deliverables:**

A SWMP and a separate Operating and Maintenance Plan will be prepared and submitted in conjunction with the plans. This will include 2 hard copies.

**Task 11 - Prepare 60% Project Submittal**

**Task 11.1 Construction Drawings**

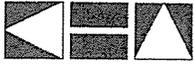
KHA will prepare civil engineering drawings at the 60% design level for City review and comment. The design drawings will be based on the concept design approved as a result of Task 6. Our design will consist of the following design items:

- Title Sheet/Vicinity Map
- General Notes Sheet
- Typical Sections
- Demolition Plan: 1" = 20' scale (assume 4 sheets, double loaded) This plan is assumed to show saw cut lines, pavement removal, limits of grinding, minor utility adjustment. Traffic signal equipment removal will be shown in the traffic signal plans.
- Improvement Plan and Profile: 1"=20' scale (assume 8 sheets) This plan is assumed to show existing grade elevations, proposed elevations, curb extensions, new ADA pedestrian ramps, drainage improvements, grading, crosswalks, cross gutters, medians, channelization.
- Landscape Plans: 1"=30' scale (assume 6 sheets) The Lightfoot Planning Group (TLPG) will prepare the Construction Plans which is assumed to show paving treatments, walls, raised planters, street furnishings and signage; Planting Plans that show type, size and location of all plant materials; Irrigation Plans showing points of connections, systems control and irrigation techniques. Also included:
  - Construction Details
  - Legends and material callouts
  - Irrigation calculations



- Drainage Details: 1"=20' scale (assume 3 sheets) This plan is assumed to show the design elements associated with the LID features for the project and details for each LID water quality feature within the project. These details are assumed to include cross sections of the LID features, drop structures, weirs, curb openings, curb outlets, grate inlet design, and perforated pipe design. It is assumed that drainage profiles will not be required and flow lines will be noted with plan callouts only. It is assumed that no existing storm drain extensions will be required (only potential connections to the existing backbone).
  - Construction Details (assume 2 sheets)
  - Signing and Striping Plans: 1"=40' scale (assume 5 sheets) This plan is assumed to show and proposed signing and markings per CA-MUTCD requirement and guidelines. The signing and marking plan will be prepared for the reconfiguration of Mission Avenue and Seagaze Drive within the limits of the project.
  - Traffic Signal Plans: 1"=20' scale (assume 6 sheets) The 60% project submittal will include the proposed traffic signal equipment including new, existing to remain and existing to be removed equipment. The traffic signals will show proposed conduit locations, vehicle detection systems and proposed phasing. The 60% submittal will not include a complete conductor or equipment schedules. Traffic signal plans will be prepared for the following locations:
    - Mission Avenue and Cleveland Street (new signal)
    - Mission Avenue and Tremont St (new signal);
    - Mission Avenue and N. Coast Highway (signal modification);
    - Mission Avenue and Ditmar Street (signal modification);
    - Mission Avenue and Horne Street (signal modification);
    - Seagaze Drive and N. Coast Highway (signal modification);
    - Seagaze Drive and Cleveland (new signal)
- \*The modification at Seagaze and Coast will accommodate the bus movement for NCTD. We are assuming the bus lane will be on the south side of Seagaze, and the intersection at Seagaze and Cleveland will be stop controlled.
- Electrical Plans: 1"=40' scale (assume 2 sheets) This plan is assumed to show existing electrical facilities, proposed new conduits and service points locations to provide electrical power to the proposed new lighting and irrigation system. The electrical plans will be prepared for Mission Avenue within the limits of the project. A coordination meeting will be required between the consultant, the City and SDG&E to verify the location of the existing power sources within the limits of the project. Proposed new service point locations will be shown in the Electrical Plans as needed. It is assumed that the design for the power connection to the proposed service point locations will be completed by SDGE. The Electrical Plans will not include traffic signal interconnect conduits and cable information along Mission Avenue, the traffic signal interconnect information will be included in the Traffic Signal Plans.
  - Construction Phasing Plans/Traffic Control Plans: 1"=40' scale (assume 20 sheets) This plan is assumed to show anticipated construction phasing and traffic control plans. It is anticipated that half width roadway closures will be required with detour plans for vehicles, pedestrians and bicycles. The plans will be prepared to minimize impacts to existing business by providing pedestrian access routes during construction. A total of up to twenty (20) phases are anticipated at this point for the construction and implementation of the project.

In addition to the draft development design plans, we will update the draft opinion of probable construction cost that will be required for the improvements.



A working meeting with the City is anticipated after this submittal.

**Deliverables:**

Design development (60%) level improvement plans, revised colored site plan, a site amenity portfolio, and opinion of probable construction estimate. One set of full size (24" x 36"), one reduced scale (11" x 17") plans, and one pdf version.

**Task 12 - Prepare 90% Project Submittal**

**Task 12.1 Construction Drawings**

Based on the written comments provided by the City engineering staff, KHA will revise the construction documents for 60%, and prepare the 90% design level drawings. We will respond to consolidated comments from the City and utility agencies, and our scope only includes minor clarifications. Any redesign of features may require an approval of an additional service request. The following plans will be added to the drawings set for the 90% submittal:

- Irrigation Plans: 1"=20' scale (4 sheets)
- Erosion Control Plans: 1" = 40' scale (4 sheets)

KHA will update the opinion of probable construction cost.

**Task 12.2 Technical Specifications**

KHA will prepare project technical specifications. The specifications will be prepared in the format of project-specific modifications, as appropriate by construction item, to the Specifications of the City of Oceanside, the Standard Specifications for Public Works Construction (Greenbook-2009) and the Caltrans Standard Specifications.

**Task 12.3 – Photometric Calculations**

KHA will prepare a photometric calculation of the proposed lighting plan for Mission Avenue within the limits of the project. The calculation will be done to assist with the appropriate placement of luminaires and the evaluation of up to four (4) different lighting fixtures to be recommended by Lighfoot Planning Group. The average, maximum and minimum footcandle measurements will be included in the photometrics calculation. The photometric calculation will then be evaluated and compared with the standard lighting levels per the IES requirements.

**Task 12.4 – Voltage Drop Calculations**

KHA will prepare a voltage drop calculation of the proposed lighting plan and irrigation plan prepared by Lighfoot Planning Group for Mission Avenue within the limits of the project. The calculation will be done to assist with the appropriate sizing of electrical conductors. The voltage drop calculation will be completed for the 90 and 100%submittals only. The 60% submittal will only include electrical equipment and service point locations proposed under this project. Upon completion of the 60% level plans, coordination with the City of Oceanside and SDG&E will be required to obtain power source locations. Upon receiving this information from SDG&E and/or City of Oceanside, KHA will complete the voltage drop calculations for the 90 and 100% submittals.

**Deliverables:**

Draft (90%) design level drawings, specifications, and construction estimate. One set of full size (24" x 36"), one reduced scale (11" x 17") plans, and one pdf version. Electronic copy of the voltage drop calculation report, and photometric calculation report.



### **Task 13 - Prepare 100% Project Submittal**

Based on the written comments provided by the City engineering staff, KHA will revise the 90% design for the final submittal. We will respond to consolidated comments from the City and utility agencies, and our scope only includes minor clarifications. Any redesign of features may require an approval of an additional service request. We will also update the opinion of probable construction cost and the technical specifications.

#### **Deliverables:**

- 1 copy of full size (24" x 36") Mylar; 1 electronic copy of final cost estimate (pdf);
- 1 electronic copy of final plans in AutoCAD; 1 electronic copy of technical specifications (pdf); 1 electronic copy of project calculations (pdf)

### **Task 14 - Project Coordination, Meetings, Management**

#### **Task 14.1 Project Coordination and administration:**

KHA will provide ongoing coordination with subconsultants, the City, Utility Agencies, and community throughout the duration of the project. Project administration will include monthly invoicing, progress reports, and project reporting. A total of 40 hours has been assumed for this task.

#### **Task 14.2 Project Meetings:**

KHA will attend meetings as identified herein. Additional meetings included in this scope of services are (all meetings include presentation materials and meeting notes):

- (5) project team meetings with City staff
- (6) Mission Avenue Working Group
- (1) Transportation Commission
- (1) Bicycle Committee
- (1) Economic Development Commission
- (1) Art Commission
- (1) Redevelopment Advisory Committee City Council Presentation
- (1) City council presentation
- (1) Community Outreach meetings
- (3) meetings for CEQA presentation
- (1) Coastal Commission meetings
- (1) additional community meeting
- (2) site visits

A total of 80 hours has been assumed for this task.

#### **Deliverables:**

Meeting materials will include area maps, site condition maps, previous concepts, refined schematic site plans, detailed design development site plans, cross sections, elevations, computer models, visual simulations and visual preference sample boards. A typed summary for each meeting will be provided (electronically, in PDF format).

### **Task 15 - Bid and Construction Support**

KHA will attend one pre-bid meeting with the City. During the bidding and construction phase, KHA will respond to reasonable and appropriate RFIs, as requested by the City. This scope assumes we will respond up to 12 RFI's for this task, review up to 5 contractor submittals, and provide up to 6 site visits. Additional will be considered as an additional service. In addition, KHA will attend 2 public outreach meeting to discuss the construction



phasing with the local stakeholders. It is assumed we will prepare the necessary materials for this event. A total of 100 hours has been assumed for this task.

**Task 16 – Record Drawings (As-builts)**

KHA will revise the approved design plans for the project, based upon field changes and revisions as provided by the Contractor's Field Superintendent and approved by the City inspector. Plans shall be processed with the City of Oceanside and will be provided in AutoCAD format along with reprinted mylar plans. A total of 40 hours has been assumed for this task.

**Task 17 – Storm Water Pollution Prevention Plan (SWPPP)**

KHA has provided the following scope of services for engineering services specifically related to storm water pollution prevention for Mission Avenue. The following scope of services is based on the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ), effective July 1, 2010.

**Task 17.1 – Drafting Storm Water Pollution Prevention Plan (SWPPP)**

KHA will prepare a Storm Water Pollution Prevention Plan (“SWPPP”) report for the proposed project as required by the State Water Resource Control Board (SWRCB). This report will incorporate the Erosion Control Plan and Best Management Practice (BMP) details for the construction site. This task assumes that the site will be classified as a Risk Level 1, based on visual observations of the existing soils, topography and location of the project with respect to receiving waters. Should this project be classified as a Risk Level 2 or 3, significant additions to the SWPPP scope will be necessary and will require an amendment to this contract.

The SWPPP will be designed to address the following objectives:

- Pollutants and their sources, including sources of sediment associated with construction, construction site erosion and other activities associated with construction activity are controlled;
- Where not otherwise required to be under a Regional Water Board permit, non-storm water discharges will be identified and either reduced, controlled, or treated;
- Site BMP selection to result in the reduction of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT);
- Calculations and design details as well as BMP controls for site run-on, if applicable
- The General Permit requires the SWPPP to be prepared by a Qualified SWPPP Developer (QSD) and shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

Preparation of the SWPPP includes the creation of a Construction Site Monitoring Program (CSMP) that will detail when and the manner in which site and BMP inspections shall be conducted, as well as identifying sources of non-visible pollutants, and to determine if selected BMPs are generally performing as designed. The CSMP shall be updated as construction progresses to indicate changes in discharge points. It is assumed that the Qualified SWPPP Practitioner (QSP) or Contractor is responsible for these updates and therefore that effort is not included as part of this scope.



The SWPPP will include guidelines for collecting and testing runoff for non-visible pollutants in the instance there is a breach, malfunction, leak, or spill observed during visual inspections of the site that could result in the discharge of pollutants. The project owner is responsible for hiring a QSP and laboratory to collect and analyze runoff in these instances.

The Owner is obligated to certify the necessary paperwork (NOI, Notice of Termination, etc.) with the SWRCB or other jurisdictions to comply with any applicable laws. KHA is not responsible for implementation, BMP selections made in the field, compliance with local requirements, inspection or monitoring of the SWPPP, or fees related to permitting. The effort for this task also assumes the Regional Water Quality Control Board (RWQCB) or San Diego County will not require any additional storm water pollution prevention measures or processes beyond those required by the SWRCB.

#### **Task 17.1a – Weekly Inspections**

Per the General Permit, KHA will perform weekly observations to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. This task includes completion of required inspection reports, archiving photographs, and coordinating with Contractor in making recommendations for installation and repair of BMPs. This task assumes 40 visits, (2.5) hours per visit, for a total of up to 100 hours.

#### **Task 17.1b – Rain Event Inspections**

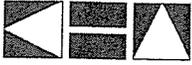
Per the General Permit, KHA will perform rain event site inspections within 48 hours of a qualifying rain event. For this requirement, a qualifying rain event is one producing precipitation of one-half inch or more of discharge.

This task includes completion of required inspection reports, archiving photographs, and coordinating with Contractor in making recommendations for installation and repair of BMPs. We have budgeted two and a half (2.5) hours for each visit and have estimated (20) rain events. Please note that per the General Permit, each rain event requires (3) different inspections: 1) A pre-rain event, 2) a rain event and 3) a post rain event inspection. However, the pre and post rain event inspections may be done in place of the weekly inspections, depending on the timing and duration of the rain event. Please also note that rain event inspections (during the storm event) are required every 24 hours. Additional site visits will be subject to an amendment to this contract. For purposes of this scope of services, we are assuming (2) visits per rain event at (2.5) hours per visit for a total of up to 100 hours.

This scope does include minimal effort for collecting of runoff samples for pollutants and the effort to deliver them to the testing facility. The Owner is responsible for hiring an independent testing laboratory to test the samples when recommended by the QSD and/or as directed by the SWPPP.

For tasks B and C, the time for each visit is estimated below:

- 1.5 hours travel time to and from the site.
- 30 minutes to walk the site, inspect each BMP and fill out the (5) page Inspection Report. Possible sample collection.
- 30 minutes to scan, electronically file and distribute the Inspection report to the Contractor and Owner. Minimal effort is also included to revise the SWPPP with any changes as noted in the Inspection Report Action Items. It is assumed that the Contractor will maintain on-site a summary of current SWPPP status.



**Task 17.1c – Quarterly and Annual Reports**

Per the General Permit, KHA will provide Quarterly and Annual Reports of the inspections to be uploaded to the State Board SMARTS systems. Up to 25 hours have been assumed for this task.

**Task 17.1d – SWPPP Exhibit Updates**

KHA will work with the Contractor to update the SWPPP Exhibit acetate overlay to match actual field conditions. It is assumed this update will occur once per week during the weekly inspection. Up to (0.5) hours have been assumed per exhibit update for a total of 21 hours.

**Additional Services**

The following services are not included in the scope of services, but can be provided as additional services if authorized by you. Compensation for additional services will be based on a negotiated lump sum fee.

- SMARTS set-up for the SWPPP
- National Environmental Policy Act (NEPA) documentation

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project.

**Schedule**

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

**Fee and Billing**

Consultant will perform the Scope of Services for a lump sum fee of \$493,670. All permitting, application, and similar project fees will be paid directly by the City as needed.

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.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Scott W. Colvin, PE  
Asst. Secretary, Project Manager  
RCE #69464



**Estimate of Cost for Proposed Design Services**

City of Oceanside  
Mission Avenue - Phase 2 Services  
December 30, 2010

Task	Rates and Hours							Total Hours	KHA Expense	Total Cost
	P7 Principal	P5 Professional	P5 Professional PM	P4 Professional	P3 Analyst	D7 Senior Designer	N6 Support Staff			
Description	\$230.00	\$160.00	\$145.00	\$130.00	\$110.00	\$118.00	\$78.00			
<b>Task 6 - Develop Final Concept</b>										
Final Concept			2	8				30		\$4,380.00
Meetings and Coordination		10	10					10		\$1,330.00
								20		\$3,050.00
<b>Task 7 - Survey</b>										
Field Survey								54		\$6,480.00
Site Visit- Existing traffic signals and signing inventory				27	27			0		\$0.00
								54		\$6,480.00
<b>Task 8 - Geotechnical Coordination</b>										
			4		2			6		\$800.00
								6		\$800.00
<b>Task 9 - Environmental Documentation</b>										
<b>9.1 - Technical Studies</b>								215		\$26,797.00
9.1a - Air Quality Analysis and Greenhouse Gas Evaluation			5					5		\$725.00
9.1b - Noise Technical Report		16	5	40		4		65		\$8,957.00
9.1c - SB 18 Native American Outreach			5					5		\$725.00
<b>9.2 - CEQA Documentation</b>										\$14,400.00
9.2a - Prepare Initial Study		4	18		40		8	70		\$8,274.00
9.2b - City Review Coordination			2		4		4	10		\$1,042.00
9.2c - Administrative Draft Mitigated Negative Declaration		1	2		7			10		\$1,220.00
9.2d - Public Review and Adoption, CEQA										
Public Notice			2		2			8		\$822.00
Public Review		2	6		14		4	26		\$3,042.00
<b>9.3 - General Plan Amendment</b>										\$1,990.00
9.3a - Revise Circulation Element Exhibit		1					6	7		\$868.00
9.3b- Text Edits	1		4				4	9		\$1,122.00
<b>Task 10 - Storm Water Management Plan</b>										
Field Visit			4		4			176		\$20,735.00
Hydrologic Analysis			4		30	10		8		\$1,020.00
Hydraulic Analysis			6		30			44		\$5,060.00
SWMP			4		27			36		\$4,170.00
Operation and Maintenance Plan			6		18			31		\$3,550.00
Revisions (4 cycles)			4		20			24		\$2,850.00
Meetings (1)			3					24		\$2,780.00
QA/QC			6					3		\$435.00
								6		\$870.00
<b>Task 11 - Prepare 60% Project Submittal</b>										
Title Sheet - Vicinity Map (1 sheet)					4			702		\$87,272.00
General Notes Sheet (1 sheet)					4			4		\$440.00
Typical Sections (1 sheets)			5		20			4		\$440.00
Demolition Plan (4 sheets)			20		30			25		\$2,925.00
Improvement Plans and Profile (8 sheets)			50		70			50		\$6,200.00
Drainage Details (3 sheets)			4		10			120		\$14,950.00
Construction Details (2 sheets)		4	4		30			14		\$1,680.00
Signing and Striping Plans (5 sheets)			5	20	15	5		38		\$4,520.00
Traffic Signal Plans (6 sheets)			16	120	60	20		45		\$5,565.00
Traffic Signal Plans-Seagaze & Cleveland (1 sheet)			6	6	10			216		\$26,880.00
Electrical Plans (2 sheets)			4	20	20	10		22		\$2,750.00
Construction Phasing/Traffic Control Plans (20 sheets)			6	20	20	10		54		\$6,560.00
Opinion of Probable Cost			4		9	9		56		\$6,850.00
QA/QC	8	8			16			22		\$2,632.00
								32		\$4,880.00



**Estimate of Cost for Proposed Design Services**

City of Oceanside  
Mission Avenue - Phase 2 Services  
December 30, 2010

Task	Rates and Hours							Total Hours	KHA Expense	Total Cost
	P7 Principal	P5 Professional	P5 Professional PM	P4 Professional	P3 Analyst	D7 Senior Designer	N6 Support Staff			
<b>Task 12 - Prepare 90% Project Submittal</b>	\$230.00	\$160.00	\$145.00	\$130.00	\$110.00	\$118.00	\$78.00			
12.1 - Construction Drawings								774		\$95,896.00
General Notes Sheet					1			1		\$84,171.00
Typical Sections					10			10		\$110.00
Demolition Plan		2	12		30			44		\$5,360.00
Improvement Plans and Profile		2	60		65			127		\$16,170.00
Drainage Details			30		40			70		\$8,750.00
Construction Details	6		10		12			28		\$4,150.00
Signing and Striping Plans			2	18	8	2		30		\$3,746.00
Traffic Signal Plans			2	40	20	5		67		\$8,280.00
Traffic Signal Plans-Seagaze & Cleveland (1 sheet)			3	5	5			13		\$1,635.00
Electrical Plans			2	8	6	2		18		\$2,226.00
Construction Phasing/Traffic Control Plans			12	60	80	40		192		\$23,060.00
Erosion Control Plans			8		32			40		\$4,680.00
Opinion of Probable Cost	2		2		6	3		13		\$1,764.00
QA/QC		10			14			24		\$3,140.00
12.2 - Technical Specifications			10			10		20		\$2,630.00
12.3 - Photometrics Calculations			1	8	24			33		\$3,825.00
12.4 - Voltage Drop Calculations										\$5,270.00
Coordination with SDG&E (meetings, field review, plan review)				6	14			20		\$2,320.00
Voltage Drop Calculations			2	12	10			24		\$2,950.00
<b>Task 13 - Prepare 100% Project Submittal (Mylar)</b>										
Typical Sections			5		5			10		\$1,275.00
Demolition Plan			5		15			20		\$2,375.00
Improvement Plans and Profile			30		50			80		\$9,850.00
Drainage Details			10		20			30		\$3,650.00
Signing and Striping Plans			1	9	18			28		\$3,295.00
Traffic Signal Plans			1	18	26			45		\$5,345.00
Traffic Signal Plans-Seagaze & Cleveland (1 sheet)			1	2	5			8		\$955.00
Electrical Plans			1	8	9			18		\$2,175.00
Erosion Control Plans			4		16			20		\$2,340.00
Constuction Phasing/Traffic Control Plans			6	40	20	27		93		\$11,456.00
Opinion of Probable Cost					5	2		7		\$786.00
Technical Specifications					10			10		\$1,100.00
Traffic Signal Timing Plans				2	10			12		\$1,360.00
QA/QC		15			14			29		\$3,940.00
<b>Task 14 - Project Coordination, Meetings, Management</b>								140		\$18,260.00
14.1 - Project Coordination and Administration			20		20		20	60		\$6,660.00
14.2 - Project Meetings (25 meetings)			80					80		\$11,600.00
<b>Task 15 - Bid and Construction Support</b>								100		\$13,275.00
Pre-bid Conference			5		5			10		\$1,275.00
Answer RFI's, public outreach, construction observation			60		30			90		\$12,000.00
<b>Task 16 - Record Drawings</b>								40		\$4,575.00
As-builts			5		35			40		\$4,575.00
<b>Task 17 - Storm Water Pollution Prevention Plan (SWPPP)</b>								386		\$41,745.00
17.1 - Drafting SWPPP			20		40			60		\$7,300.00
17.1a - Weekly Inspections			100		0			100		\$14,500.00
17.1b - Rain Event Inspections			100		0			100		\$14,500.00
17.1c - Quarterly and Annual Reports			5		20			25		\$2,925.00
17.1d - SWPPP Exhibit Updates			6		15			21		\$2,520.00
<b>Sub-Total</b>	<b>17</b>	<b>75</b>	<b>847</b>	<b>497</b>	<b>1308</b>	<b>165</b>	<b>44</b>	<b>2953</b>		<b>\$370,117.00</b>
<b>KHA Expenses</b>										<b>\$13,500.00</b>
<b>Total (Rounded to the nearest \$1)</b>										<b>\$383,617.00</b>

*Fee Estimate Summary*

City of Oceanside  
Mission Avenue - Phase 2 Services  
December 30, 2010

**LABOR**

<u>Classification</u>		<u>Billing Rate</u>	<u>Total Hours</u>		<u>Cost</u>
Principal	\$	230.00	17	\$	3,910.00
Professional	\$	160.00	75	\$	12,000.00
Professional PM	\$	145.00	847	\$	122,815.00
Professional	\$	130.00	497	\$	64,610.00
Analyst	\$	110.00	1,308	\$	143,880.00
Senior Designer	\$	118.00	165	\$	19,470.00
Support	\$	78.00	44	\$	3,432.00

Subtotal 2,953 \$ 370,117.00

**EXPENSES**

		<u>Unit Cost</u>	<u>Quantity</u>		<u>Cost</u>
Reproduction B+W Regular	\$	0.10	500	\$	50.00
Reproduction Color Regular	\$	3.00	40	\$	120.00
Reproduction Color Oversized	\$	3.00	20	\$	60.00
Record of Survey	\$	450.00	1	\$	450.00
Title Reports	\$	2.00	500	\$	1,000.00
Travel (miles)	\$	0.500	--	\$	-
Direct Costs		Cost Plus 10%	--	\$	-
Outside Reproduction				\$	-
Courier / Overnight				\$	-
The Lightfoot Planning Group		Cost Plus 0%	\$ 62,512.00	\$	62,512.00
Ninyo & Moore		Cost Plus 0%	\$ 19,500.00	\$	19,500.00
KARN Engineering and Surveying		Cost Plus 0%	\$ 19,000.00	\$	19,000.00
Aztec (Potholing)		Cost Plus 0%	\$ 4,000.00	\$	4,000.00
SRA (Air Quality)		Cost Plus 0%	\$ 3,360.00	\$	3,360.00

KHA Expenses \$ 13,500.00

Subtotal \$ 123,552.00

TOTAL (to nearest \$10) \$ 493,670.00

# Exhibit "C"

Project1							
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	
1	<b>PHASE 1: Development Concepts</b>						
2	Project Kick-Off Meeting	373 days	Wed 4/22/09	Fri 9/24/10			
3	Landscape Kick-Off Meeting	1 day	Wed 4/22/09	Wed 4/22/09			
4	Data Collection (Aerial Current/Site Survey)	1 day	Fri 4/24/09	Fri 4/24/09			
9	Traffic Study Analysis	20 days	Mon 4/27/09	Fri 5/22/09			
18	Meeting with City (Discuss Traffic and Proposed Alternatives)	48 days	Mon 4/27/09	Wed 7/1/09			
19	Revise Traffic Study	1 day	Mon 6/29/09	Mon 6/29/09			
20	City Review	3 wks	Tue 6/30/09	Mon 7/20/09:18			
21	Revise Alternatives: Prepare for Public Workshop	1 wk	Tue 7/21/09	Mon 7/27/09:19			
22	Develop Preliminary Landscape Alternatives	1 wk	Tue 7/28/09	Mon 8/3/09:20			
23	Environmental Constraints/Stormwater Evaluation-Submitted 7/22/09	2 wks	Wed 7/8/09	Tue 7/21/09:18FS+6 days			
24	Meeting with City	1 wk	Tue 8/4/09	Mon 8/10/09:21			
25	Team Meeting - Budgeting and Developed Cost Estimates for Alternatives	1 day	Thu 8/13/09	Thu 8/13/09			
26	Team Meeting - Presented Cost Estimates to Team	1 day	Mon 8/31/09	Mon 8/31/09:24FS+11 days			
27	Team Meeting - Prep for Community Meeting	1 day	Mon 11/9/09	Mon 11/9/09:25FS+49 days			
28	Community Presentation #1	1 day	Mon 1/4/10	Mon 1/4/10:26FS+39 days			
30	Bulb out design, drainage, landscape, street and electrical upgrades	1 day	Thu 1/7/10	Thu 1/7/10			
31	Conceptual Design Study	42 days	Thu 4/1/10	Fri 5/28/10:29FS+55 days			
34	Team Meeting - Landscape Presentation	42 days	Thu 4/1/10	Fri 5/28/10			
35	Meeting with City	1 day	Wed 4/7/10	Wed 4/7/10			
36	Meeting with City (Conference Call)	1 day	Mon 4/26/10	Mon 4/26/10			
37	Community Presentation #2:	1 day	Mon 5/3/10	Mon 5/3/10			
39	Presentation to Bicycle Committee	1 day	Mon 5/17/10	Mon 5/17/10			
40	Presentation to Economic Development Commission	1 day	Mon 6/21/10	Mon 6/21/10			
41	Presentation to the Art's Commission	1 day	Tue 7/20/10	Tue 7/20/10			
42	Presentation to the Redevelopment Advisory Commission	1 day	Mon 8/2/10	Mon 8/2/10			
43	City Council Workshop	1 day	Wed 8/4/10	Wed 8/4/10			
45	KHA and City to outline Phase 2 (Final Design)	1 day	Wed 9/1/10	Wed 9/1/10			
46	PHASE II: Final Design	3.4 wks	Thu 9/2/10	Fri 9/24/10			
47	Council Project Approval	340 days	Wed 10/6/10	Tue 1/24/12			
48	Project Notice-to-Proceed	1 day	Wed 10/6/10	Wed 10/6/10:45			
49	Finalize Concept	1 day	Thu 10/7/10	Thu 10/7/10:47			
50	Meeting with City to review final concept	5 days	Fri 10/8/10	Thu 10/14/10:48			
51	Meeting with NCTD for final circulation plan	1 day	Tue 10/26/10	Tue 10/26/10:49			
52	Revise concept based on Comments from City and NCTD	1 day	Wed 10/27/10	Wed 10/27/10:50			
53	Meeting to discuss and show final changes based on comments	4 days	Thu 10/28/10	Tue 11/2/10:51			
54	Field Survey/Base Mapping/Right-Of-Way Needs Assessment	1 day	Wed 11/3/10	Wed 11/3/10:52			
55	Obtain R/W and easement information	10 days	Thu 11/4/10	Wed 11/17/10			
56	Conduct survey through corridor (field and office)	3 days	Mon 11/4/10	Mon 11/8/10:53			
57	Geotechnical Investigation	10 days	Thu 11/4/10	Wed 11/17/10:53			
58	Conduct Geotechnical Investigation	10 days	Thu 11/4/10	Wed 11/17/10			
59	Environmental Documentation	2 wks	Thu 11/4/10	Wed 11/17/10:53			
60	Technical Studies	82 days	Fri 10/8/10	Mon 1/31/11			
61	Air Quality and Greenhouse Gas Evaluation	22 days	Fri 10/8/10	Mon 11/8/10			
62	Noise Technical Report	22 days	Fri 10/8/10	Mon 11/8/10:48			
63	SB 18 Native American Consultation	22 days	Fri 10/8/10	Mon 11/8/10:48			
64	CEQA Documentation	82 days	Fri 10/8/10	Mon 1/31/11			
65	Initial Study	28 days	Fri 10/8/10	Tue 11/16/10:48			
66	City Review Coordination	15 days	Wed 11/17/10	Tue 12/7/10:55			
67	Draft Mitigated Negative Declaration	11 days	Wed 12/8/10	Wed 12/22/10:56			
68	Public Review and Adoption	28 days	Thu 12/23/10	Mon 1/31/11:67			
69	General Plan Amendment	28 days	Fri 10/8/10	Tue 11/16/10:48			
70	Drainage Analysis	15 days	Thu 11/18/10	Wed 12/8/10			
71	Complete analysis and report	3 wks	Thu 11/18/10	Wed 12/8/10:56			
72	60% Plans, Specifications, and Estimate (PS&E)	83 days	Thu 11/18/10	Mon 3/14/11			
73	Curb Layout	2 days	Thu 11/18/10	Fri 11/19/10:56			
74	Typical Sections	1 day	Mon 11/22/10	Mon 11/22/10:73			
75	Demolition Plans	1 wk	Tue 11/23/10	Mon 11/29/10:74			
76	Improvement Plans	4 wks	Tue 11/30/10	Mon 12/27/10:75			
77	Landscape Plans	2 wks	Tue 11/30/10	Mon 12/13/10:75			
78	Drainage Details	5 days	Tue 12/14/10	Mon 12/20/10:77			
79	Signing and Striping Plans	5 days	Tue 12/28/10	Mon 1/3/11:76			
80	Traffic Signal Plans	4 wks	Tue 1/4/11	Mon 1/31/11:79			
81	Electrical Plans	3 wks	Tue 12/14/10	Mon 1/3/11:77			
82	Construction Phasing Plans	6 wks	Tue 2/1/11	Mon 3/14/11:80			
83	Construction Cost Estimate	1 day	Tue 12/28/10	Tue 12/28/10:76			
84	QC/QA	1 wk	Wed 12/29/10	Tue 1/4/11:83			
85	60% Design Submittal	1 day	Wed 1/5/11	Wed 1/5/11:84			
86	City Review	3 wks	Thu 1/6/11	Wed 1/26/11:85			
87	Meeting with City	1 day	Thu 1/27/11	Thu 1/27/11:86			
88	90% Plans, Specifications, and Estimate (PS&E)	66 days	Fri 1/28/11	Fri 4/29/11			
89	90% Plan Preparation	8 wks	Fri 1/28/11	Thu 3/24/11:87			
90	Opinion of Construction Cost	1 day	Fri 3/25/11	Fri 3/25/11:89			
91	Technical Specifications	3 days	Mon 3/28/11	Wed 3/30/11:90			
92	QC/QA	5 days	Thu 3/31/11	Wed 4/6/11:91			
93	Submit 90% Design PS&E	1 day	Thu 4/7/11	Thu 4/7/11:92			
94	City Review	3 wks	Fri 4/8/11	Thu 4/28/11:93			
95	Meeting with City	1 day	Fri 4/29/11	Fri 4/29/11:94			
96	Final Plans, Specifications, and Estimate (PS&E)	11 days	Mon 5/2/11	Mon 5/16/11			
97	Address City's (minor) comments	2 wks	Mon 5/2/11	Fri 5/13/11:95			
98	Submit Final Mylar Plans Specs and Estimate	1 day	Mon 5/16/11	Mon 5/16/11:97			
99	Bid and Construction Support	21 days	Tue 6/14/11	Tue 7/12/11			
100	Pre-Bid Conference	1 day	Tue 6/14/11	Tue 6/14/11:98FS+1 mon			
101	Bid Process	1 mon	Wed 6/15/11	Tue 7/12/11:100			
102	Construction	5 mon	Wed 9/7/11	Tue 1/24/12:101FS+2 mon			

# STAFF REPORT



# ITEM NO. 9 CITY OF OCEANSIDE

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DATE: April 8, 2009

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND KIMLEY-HORN AND ASSOCIATES INC., IN THE AMOUNT OF \$165,000 FOR A CONCEPTUAL DESIGN FOR THE IMPROVEMENTS TO MISSION AVENUE FROM HORNE STREET TO COAST HIGHWAY**

## SYNOPSIS

Staff recommends that the Community Development Commission approve a professional services agreement with Kimley-Horn and Associates Inc., of San Diego, in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway, and authorize the City Manager to execute the agreement.

## BACKGROUND

In 2002, the City's Redevelopment Agency completed a pedestrian study called the "Walkable Communities" for the downtown area. One of the recommendations made was to slow down the traffic on Mission Avenue (from Horne Street to Coast Highway) thereby increasing the downtown area pedestrian walk-ability and making pedestrian travel much safer. In order to accomplish this, street and infrastructure improvements are required such as landscaping, lighting, upgrading traffic signals, signage, street furniture, etc.

On November 19, 2008, the Community Development Commission approved the issuance of a Request for Proposals from experienced consultants for the conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway.

## ANALYSIS

Staff received nineteen responses and narrowed the selection for interviews to five consultant teams. Staff conducted extensive interviews with the five consultant teams and ultimately selected Kimley-Horn and Associates Inc., based upon their performance during the interviews, their past work experience and their references.

The scope of services for the development of the conceptual design includes but will not be limited to the following:

- Review existing traffic studies and determine whether this segment of Mission could be reduced in the number of lanes.
- Develop an overall vision/plan to improve streetscapes including the potential for bulb-outs, drainage, signage, landscaping, street furnishings, decorative pervious hardscape, public art, historic element, and street and pedestrian lighting.
- Conduct two (2) public workshops for presenting conceptual and final design as well as attending Transportation Commission, Arts Commission and Landscape Committee meetings to solicit ideas and present concept plans.

Upon Commission approval the consultant and staff are prepared to start immediately on preparing for the conceptual design and first community meetings.

### **FISCAL IMPACT**

The Walkable Communities project account (591.848886) has an approximate available balance of \$628,000. After allocating funds for the PSA and other commitments, there will be an approximate available balance of \$381,000, for fiscal year 08/09 and an additional \$1,415,100, has been budgeted for fiscal year 09/10.

### **CITY ATTORNEY'S ANALYSIS**

The professional services agreement has been reviewed by the City Attorney and approved as to form.

### **COMMISSION OR COMMITTEE REPORT**

On March 25, 2009, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and their recommendation will be reported at the Community Development Commission meeting.

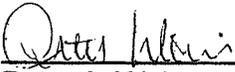
**RECOMMENDATION**

Staff recommends that the Community Development Commission approve a professional services agreement with Kimley-Horn and Associates Inc., of San Diego, in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway, and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Kathy Baker  
Redevelopment Manger

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
Executive Director

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Jane McVey, Economic and Community Development Director  
Teri Ferro, Financial Services Director



Mission Avenue Improvements  
CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated March 2, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Kimley-Horn and Associates, Inc., hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1.0 SCOPE OF WORK. The project is more particularly described in Exhibit "A".

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall generally consist of but not be limited to the following: traffic analysis, conceptual landscape and engineering plans, public workshops and meetings (see also Exhibit "A")

1.1.1 Work closely with the Redevelopment Manager in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Redevelopment Manager, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Redevelopment Manager may delegate authority in connection with this Agreement to the Redevelopment Manager's designees. For the purposes of directing the CONSULTANT'S performance in

## Mission Avenue Improvements

accordance with this Agreement, the Redevelopment Manager delegates authority to the Associate Planner.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the Redevelopment Manager, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the Redevelopment Manager, concurrently with the design plans, the following:
  - a. A written estimate of probable construction costs.
  - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by the Redevelopment Manager to include the services listed below:
  - a. Provide consultation and advice to the City during construction of the project.
  - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
  - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.
  - d. Review and make recommendations on all construction contract change

Mission Avenue Improvements  
orders and requests for clarification from the contractor.

- e. Prepare engineering cost estimates.
- f. Prepare design changes and clarifications to the plans and specifications.
- g. Prepare needed reports and notices.
- h. Provide periodic visits to the site to monitor construction.
- i. Attend meetings with the Redevelopment Manager or his designees.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
- 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
- 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
- 1.2.4 Upon request, verify the location of existing CITY owned utilities.
- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.8 Provide overall project management.
- 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

Mission Avenue Improvements

2.0 TIMING REQUIREMENTS

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Exhibit "C". Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

3.0 DESIGN CRITERIA AND STANDARDS. All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

4.0 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 Redevelopment Manager. 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 Redevelopment Manager. CONSULTANT shall be sole 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.

5.0 CITY BUSINESS LICENSE. Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Redevelopment Manager.

6.0 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

Mission Avenue Improvements

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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 LIABILITY INSURANCE.

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

7.2.1 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	\$ 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.

7.2.2 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.

### Mission Avenue Improvements

- 7.3 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized 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.
- 7.5 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.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 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.
- 7.8 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.
- 8.0 **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).

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

## Mission Avenue Improvements

9.0 **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 CONSULTANT'S 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 founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

10.0 **ERRORS AND OMISSIONS.** In the event that the Redevelopment Manager determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The

## Mission Avenue Improvements

CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

### 13.0 COMPENSATION.

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "B", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Redevelopment Manager. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 165, 000.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Redevelopment Manager. CONSULTANT shall obtain approval by the Redevelopment Manager prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the Redevelopment Manager for verification of billings, within a reasonable time of the Redevelopment Manager's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Redevelopment Manager.

## Mission Avenue Improvements

- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **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.

- 17.0 **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.

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties

Mission Avenue Improvements

hereto.

19.0 DISPUTE RESOLUTION.

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside  
Redevelopment Manager  
300 North Coast Highway  
Oceanside, CA 92054

TO CONSULTANT:

Kimley-Horne  
401 "B" Street  
San Diego, CA 92101-4218

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Mission Avenue Improvements

21.0 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 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 on the dates indicated below:

Kimley-Horn & Associates, Inc.

CITY OF OCEANSIDE

By: [Signature], vice president  
Name/Title

By: [Signature]

City Manager

Date: 3/02/2009

Date: 4/10/09

By: [Signature]  
Name/Title ASSISTANT SECRETARY

APPROVED AS TO FORM:

Date: 3/02/2009

[Signature]  
City Attorney

56 - 0885615  
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF San Diego }

On 2nd Day of March 2009 before me, KENTON HOPPAS, NOTARY PUBLIC  
(Insert name and title of the officer)

personally appeared Dennis Landaal and Scott Colvin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] KENTON HOPPAS  
Comm. exp April 22, 2009

(This area for official notarial seal)



Kimley-Horn  
and Associates, Inc.

Exhibit "A"

Document No. 09-D0228-3

January 15, 2009

Ms. Kathy Baker, Redevelopment Manager  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
3<sup>rd</sup> Floor Economic and Community Development Department

401 B Street  
Suite 600  
San Diego, California  
92101

Re: Civil and Traffic Engineering, Street Lighting Specialist, and Landscape  
Architectural Design Services for Mission Avenue

Dear: Ms. Baker

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Oceanside ("the Client") for providing Engineering services for Mission Avenue. Our project understanding and scope of services are listed below.

#### Project Understanding

The City is looking to evaluate the operations of Mission Avenue from Home Street, past Coast Highway, to Cleveland Street. The goal of this project is to improve the level of service for vehicles in the downtown area, balance the traffic on several key streets, encourage tourism, and improve pedestrian accessibility and safety in the downtown area.

#### Scope of Services

##### PHASE 1: Development Concepts

##### **Task 1.0**

##### **Task 1a, Data Collection (Aerial Current/Site Survey)**

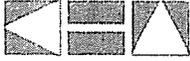
###### **Task 1a.1, Data Collection**

KHA will collect record information for the proposed work areas, to the extent readily available, from the City. It is assumed the as-built plans will be researched and compiled by the City, and be made available for KHA to pick up.

###### **Task 1a.2, Obtain Utility Service Information**

KHA will prepare and send out utility notification letters to each known utility service provider within the project area. Information will be added

TEL 619 234 9411  
FAX 619 234 9433



to the basemap. Based on the project layout, we will discuss potential conflicts (pre-pothole) with the City.

**Deliverables:**

- Copies of utility notification letters and any responses received available upon request

**Task 1a.3, Horizontal Control & Aerial Survey (with color orth-photo background)**

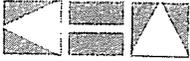
KHA recommends establishing the project horizontal control, specifically the street centerlines and public right-of-way for this phase of the project. Our previous experience with similar projects indicates that the parcel information within the GIS database along with the aerial photos do not provide the detail required for the conceptual and final design. KHA will perform record monument and map research and conduct a field survey to locate centerline intersections. This effort is intended to be minimal and not be an exhaustive retracement of historical subdivisions. The level of detail is anticipated to be adequate for preliminary design with minimal changes expected for final design. It is not expected that monumentation will be set or a Record of Survey filed, although can be done as an additional service. The right-of-way is anticipated to be per the established centerlines and readily available record maps and dedication documents. It is not contemplated that property surveys will be conducted to recover right-of-way monuments. The limits of this horizontal control will be only for Mission Avenue from Home Street to the AT&SF railroad.

KHA will obtain current aerial photogrammetry within the project limits including: Home Street, Cleveland Street, Civic Center Drive, and Seagaze Drive. For the purposes of this planning stage, topographic mapping and planimetrics will be developed only for Mission Avenue. A color, ortho-rectified digital image with a pixel resolution of 0.25' will be developed for the entire limits described above. Mapping will be at a scale of 1"=20' with contour intervals of 1' accurate vertically to within +/- 0.5'. KHA will set 6 pre-marks for the flight and sub-consult with an aerial photogrammetrist for the aerial mapping. KHA will perform on-the-ground supplemental field surveys to identify visible utilities and verify the completeness of the base map. On-the ground field surveys consisting of cross-sections for design will be performed under Phase 2.

Supplemental ground surveys will be performed in order to gain specific information for utilities, tie-ins and information not obtainable from the aerial survey. This effort is anticipated to consist of one (1) day of a two-man survey crew.

**Deliverables:**

- Aerial topographic mapping: 1" = 20' scale
- Base map with centerline and right-of-way information within the limits indicated above



#### **Task 1a.4, Field Observation**

KHA and team will perform one site visit that will include:

- Site photos documenting the existing conditions
- Drainage system observation
- Pavement and sidewalk condition survey
- Landscape condition survey
- Evaluation of Mission Avenue for improvements (street furniture, public art, and signage)
- Survey of all existing trees, documenting the existing locations, size, health and long term viability of each tree. An exhibit will be created which details the results of the survey. Trees will be identified as retained or removed on the exhibit. The survey will be conducted by a Certified Arborist.

#### **Deliverables:**

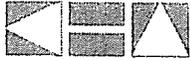
- Site photos available upon request
- Tree survey exhibit, brief report and chart of the findings
- Field notes available upon request

#### **Task 1b, Traffic Study Analysis**

##### **Task 1b.1 Data Collection**

The project area for the traffic analysis includes from the I-5 Interchange/Mission Avenue southbound ramps to the east, Cleveland Street to the west, Civic Center Drive to the north and Seagaze Drive to the south. A total of eight roadway counts will be conducted. In addition, existing intersection turning movement and pedestrian counts will be made for all intersections along Mission Avenue and other locations along parallel routes. The following intersections will be included in the analysis:

- Horne Street & Pier View Way
- Horne Street & Mission Avenue
- Horne Street & Seagaze Drive
- Coast Highway & Pier View Way
- Coast Highway & Mission Avenue
- Coast Highway & Seagaze Drive
- Mission Avenue & Ditmar Street
- Mission Avenue & Cleveland Street
- Seagaze Drive & Ditmar Street
- Mission Avenue & Tremont Street
- Mission Avenue & Freeman Street
- Mission Avenue & Nevada Street
- Mission Avenue & Clementine Street



### **Task 1b.2 Traffic Modeling/Traffic Volumes**

All alternatives scenarios will be evaluated for existing (2009) conditions, near-term (opening day) conditions, and build-out conditions. Build-out conditions will be obtained using SANDAG's Series 11 North County Subarea Model. The following five alternatives will be modeled:

- Alt. 1. No-Build (Mission Avenue as a two-way, four-lane street)
- Alt 2. Mission Avenue as a two-way, two-lane street with angle parking
- Alt. 3 One-way street system with Mission Avenue westbound, Seagaze Drive eastbound, and Horne Street (between Seagaze and Mission northbound)
- Alt 4. One-way street system with Pier View Way westbound, Mission Avenue eastbound, and Horne Street (between Mission and Pier View northbound)
- Alt 5. One-way street system with Pier View Way westbound, Seagaze Drive eastbound, and Mission Avenue as a two-way, two-lane street with angle parking.

Near-term daily traffic volumes will be derived by comparing exiting traffic counts to modeled traffic volumes. Build-out and near-term peak hour turning movements will be derived using procedures from NCHRP 255 by factoring existing turning movements based on traffic modeled daily traffic volumes.

### **Task 1b.3, Traffic Analysis**

Each of the five roadway configuration alternatives will be evaluated for the near-term and build-out traffic conditions. Roadway segments will be assessed based on 24-hour capacities. Intersections will be evaluated using Synchro software using the Highway Capacity Manual (HMC) procedures. In addition, traffic signal warrant analyses will be completed for existing non-signalized intersections. A comparison matrix will be prepared that summarizes the evaluation and identifies the benefits and drawbacks of each alternative. Micro-simulation of the corridor, using SimTraffic software would be performed for each option. This micro-simulation could be used as a design and planning tool for alternative selection and for public presentations because it will give the public an opportunity to visualize the potential alternatives.

### **Task 1b.4, Traffic Analysis Reports**

The results will be prepared in a draft Traffic Analysis Report. The report will be submitted to the City and the design team for



review. A meeting will be scheduled for approximately one week after the submittal. The meeting will help to refine the alternatives and review the preliminary comments.

Upon receipt of comments on the draft Traffic Analysis Report, a draft final report will be prepared for use at community meetings. In addition, PowerPoint presentations will be prepared for discussion at the community meeting (s).

#### **Task 1b.5, Alternative Concept Figures**

Based on the alternatives developed in the traffic analysis, conceptual figures will be developed for up to four alternatives. These concepts will be drawn over an aerial at a scale of 1"=40'. A total of two sheets are assumed for each alternative.

##### **Deliverables:**

- 4 copies of the draft Traffic Analysis Report (plus one PDF version)
- 4 copies of the final Traffic Analysis Report (plus one PDF version)
- 4 copies of the Alternative Concept Figures
- An electronic file containing the PowerPoint presentations for the meetings

#### **Task 1c, Environmental Constraints**

KHA will conduct an environmental scan of constraints associate for up to four alternatives. We will prepare an analysis of opportunities and constraints for the alternatives relative to apparent environmental issues and processing. KHA will first review readily available project area data and agency records for relevant baseline physical and environmental data. We will also discuss available data sources and mapping with agency staff, and review agency files for applicable documents and other data. Detailed environmental evaluation or studies will not be performed as a part of this task. The results of our analysis will be included in a technical memorandum.

##### **Deliverables:**

- 2 hard copies of the Enviornmental Constraints Memorandum

#### **Task 2.0, Bulb out design, drainage, landscape, street and electrical upgrades**

##### **Task 2a, Conceptual Design Study**

KHA will prepare a Conceptual Design Study (CDS) that will evaluate the entire project. KHA will review the information gathered in previous tasks, determine the number of lanes necessary, and the potential impacts to other streets in the vicinity. The document will be broken into two sections:

##### ***Section 1: Project furnishings, Project Theme, Project Improvements***

- Lighting, new light posts with extra power outlets for special events
- Sound system wiring for special events



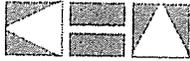
- Street furniture (e.g., benches, trash receptacles, recycling receptacles, trash enclosures)
- Street signs, pedestrian and vehicular directional signage
- Bollard systems for street closure events
- Public art
- Banners, destination markers
- Enhanced crosswalks and pedestrian linkages
- Sidewalks, curb and gutter, and pedestrian ramps
- Pavement in right-of-way, as necessary
- Landscaping, street trees, and planters
- Public parking improvements
- Other infrastructure as needed (e.g., drainage, traffic signals, utilities)

\*The intent of Section 1 is to evaluate what the existing features are within the project area and recommend improvements. This will be done both in concept and with photo comparisons.

### ***Section 2: Conceptual Design with technical memorandum***

Based on the results of the meetings as outlined in Task 5 ( which will be an on-going task throughout the project), the Consultant and team will select a preferred alternative. This alternative will be developed to an approximate 30% level of design. This design will have the following sheets:

- Typical Sections (3)
- Improvement Plans (assume 12 sheets): 1"=20' scale (showing curb extensions, new ADA pedestrian ramps, drainage improvements, enhanced crosswalks, cross gutters, medians, channelization, pavement removal, limits of grading, utility adjustment/relocation)
- Striping Plan (assume 6 sheets): 1"=40' scale
- Lightfoot Planning Group will complete a Landscape Concept Plan (LCP) for the project area. All improvements to the project area will be included on the LCP, including any new enhancements such as hardscape, street furnishings, lighting and plant material. Any recommendations listed in the initial Traffic Analyses will be incorporated, as well as any potential bulb-outs on Mission Avenue or other surrounding project streets. Existing infrastructure and plant materials will be evaluated and shown on a separate exhibit. Existing irrigation and drainage infrastructure will be evaluated with the LCP to determine the extent of any needed improvements, as well as the ability to accommodate any future improvements.
- Technical memorandum for the preferred alternative which will outline assumptions, potential issues, and potential solutions for the following:
  - Drainage
  - Traffic
  - Curb alignment
  - Walkability
  - Bus stop locations
  - Stormwater
  - Landscape



- Irrigation

**Deliverables:**

- 4 hard copies of the Conceptual Design and technical memorandum

**Task 3.0, Geotechnical Coordination**

Kleinfelder will review existing information, maps, as-built drawings and make recommendations regarding constraints and other geotechnical issues during the concept development phase. The majority of the geotechnical information will be prepared in Phase 2, when the exact locations of improvements are known.

**Task 4.0, Quality Control / Quality Assurance**

The Consultant will perform on-going quality assurance/quality control (QA/QC) review of all documents prepared under this task.

**Task 5.0, Project Coordination, Meetings, Management**

**Task 5a, Project Coordination**

KHA will provide ongoing coordination with City staff, the community and our subconsultants throughout the duration of the project. This will also include stakeholders, utilities, and permitting agencies. We have assumed ten hours of project coordination. Public involvement will be an important part of this project, and KHA will provide support for the City and attend the following:

**Task 5b, Project Meetings**

KHA will attend meetings as identified herein. Additional meetings included in this scope of services are:

- Two (2) Landscape Committee meetings
- Two (2) Public Workshops
- Two (2) Transportation Commission meetings
- Two (2) Art Commission meetings
- One (1) Redevelopment Advisory Committee meeting
- One (1) Community Development Commission Public Hearing
- Six (6) Monthly project update meetings

**Deliverables:**

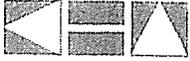
- Meeting minutes of each meeting (electronically, in PDF format)

**Task 5c, Project Management**

Project management activities included under this task are intended to cover the time period from notice to proceed to the completion of phase 1. We have assumed fifteen hours for this task.

Project management activities include:

- Project start-up and contracting
- Coordination of technical reviews for the project



- Monthly invoicing
- Maintaining project records
- Managing sub consultants
- Incidental communication with the client and other agencies
- Project close-out

**Deliverables:**

- Monthly progress reports

**\*Upon written authorization from the City on the selected alternative, KHA will proceed to Phase 2.**

**Fee and Billing**

KHA will perform the Scope of Services for a lump sum fee of \$164,740. All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

**Closure**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Scott W. Colvin".

Scott W. Colvin  
Project Manager

P.E. No.69464

Exhibit "B"

Document No. 09-D0228-3

**KIMLEY-HORN AND ASSOCIATES, INC.**

**HOURLY RATE SCHEDULE**

Effective January 1, 2009

OFFICE

PRINCIPAL.....	\$230.00
SENIOR PROFESSIONAL.....	\$160.00 - \$185.00
PROFESSIONAL.....	\$140.00 - \$160.00
ANALYST.....	\$110.00 - \$120.00
DESIGNER/TECHNICIAN/CADD OPERATOR .....	\$80.00 - \$120.00
SUPPORT STAFF .....	\$75.00 - \$95.00

Exhibit 'C'

**Mission Avenue  
City of Oceanside**

ID	Task Name	Duration	Start	Finish
1	<b>PHASE 1: Development Concepts</b>	101 days	Tue 4/21/09	Tue 9/8/09
2	Project Kick-Off Meeting	1 day	Tue 4/21/09	Tue 4/21/09
3	Landscape Kick-Off Meeting	1 day	Fri 4/24/09	Fri 4/24/09
4	<b>Data Collection (Aerial Current/Site Survey)</b>	20 days	Mon 4/27/09	Fri 5/22/09
5	Data Collection	1 wk	Mon 4/27/09	Fri 5/1/09
6	Obtain Utility Service Information	2 wks	Mon 4/27/09	Fri 5/8/09
7	Horizontal Control & Aerial Survey (with color orth-photo background)	4 wks	Mon 4/27/09	Fri 5/22/09
8	Field Observation	1 wk	Mon 5/4/09	Fri 5/8/09
9	<b>Traffic Study Analysis</b>	40 days	Mon 4/27/09	Fri 6/19/09
10	Data Collection/Traffic Counts	2 wks	Mon 4/27/09	Fri 5/8/09
11	Traffic Modeling/Traffic Volumes	1 wk	Mon 5/11/09	Fri 5/15/09
12	Traffic Analysis	2 wks	Mon 5/18/09	Fri 5/29/09
13	Traffic Analysis Reports	1 wk	Mon 6/1/09	Fri 6/5/09
14	Alternative Concept Figures	2 wks	Mon 6/8/09	Fri 6/19/09
15	<b>Meeting with City</b>	1 day	Mon 6/22/09	Mon 6/22/09
16	<b>City Review</b>	1 wk	Tue 6/23/09	Mon 6/29/09
17	<b>Revise Traffic Study</b>	2 wks	Tue 6/30/09	Mon 7/13/09
18	<b>Revise Alternatives: Select Preferred Alternative</b>	1 wk	Tue 7/14/09	Mon 7/20/09
19	<b>Develop Landscape Alternatives</b>	1 wk	Tue 7/21/09	Mon 7/27/09
20	<b>Meeting with City</b>	1 day	Tue 7/28/09	Tue 7/28/09
21	<b>Presentation #1</b>	1 day	Wed 7/29/09	Wed 7/29/09
22	Community Group	1 day	Wed 7/29/09	Wed 7/29/09
23	Environmental Constraints	1 wk	Tue 7/21/09	Mon 7/27/09
24	Geotechnical Coordination	1 wk	Tue 7/21/09	Mon 7/27/09
25	<b>Bulb out design, drainage, landscape, street and electrical upgrades</b>	15 days	Thu 7/30/09	Wed 8/19/09
26	<b>Conceptual Design Study</b>	15 days	Thu 7/30/09	Wed 8/19/09
27	Section 1: Project furnishings, Project Theme, Project Improvements	2 wks	Thu 7/30/09	Wed 8/12/09
28	Section 2: Conceptual Design with technical memorandum	1 wk	Thu 8/13/09	Wed 8/19/09
29	<b>Meeting with City</b>	1 day	Thu 8/20/09	Thu 8/20/09
30	<b>Presentation #2:</b>	7 days	Fri 8/21/09	Mon 8/31/09
31	Public Workshop	1 day	Fri 8/21/09	Fri 8/21/09
32	Transportation Commission Meeting	1 day	Tue 8/25/09	Tue 8/25/09
33	Art Commission Meeting	1 day	Thu 8/27/09	Thu 8/27/09
34	Redevelopment Agency	1 day	Mon 8/31/09	Mon 8/31/09
35	<b>Meeting with City</b>	1 day	Tue 9/1/09	Tue 9/1/09
36	<b>Finalize Conceptual Design Study</b>	1 wk	Wed 9/2/09	Tue 9/8/09

Legend:

- Task: Solid bar
- Split: Bar with vertical line
- Progress: Bar with diagonal lines
- Milestone: Diamond
- Summary: Bar with horizontal lines
- Project Summary: Bar with vertical lines
- External Task: Bar with horizontal line and diamond
- External Milestone: Diamond
- Deadline: Arrow

Mission Avenue  
April 21, 2009

Kimley-Horn and Associates

## ***Public Involvement Program***

From the beginning of the planning process, the citizens of Oceanside played a key role in guiding the overall vision of the Mission Avenue Project. As recognition of this important ongoing process, the Project Team created a plan for the implementation of a Public Involvement program to better engage the citizens of Oceanside and record their vision for what the streets of Oceanside would become.

### **Purpose**

The implementation of the Mission Avenue Improvements, Oceanside Downtown Renaissance Project will impact the citizens of Oceanside as well as residents and business owners within the City and Oceanside Neighborhoods. The purpose of the public involvement was to promote and provide a variety of meaningful forums for citizens to learn about and comment on the project. Initially, a list of stakeholders and their interests was generated. The list and audience engaged grew in size as the project proceeded. Public involvement gave citizens and other stakeholders meaningful opportunities in a variety of settings to provide feedback, both positive and negative. On several occasions, citizen comments actually changed the course of the project design which allowed the citizens to take ownership in the project, thereby making the end result more meaningful to them. The outcome was a citizen driven and approved vision for Mission Avenue Project.

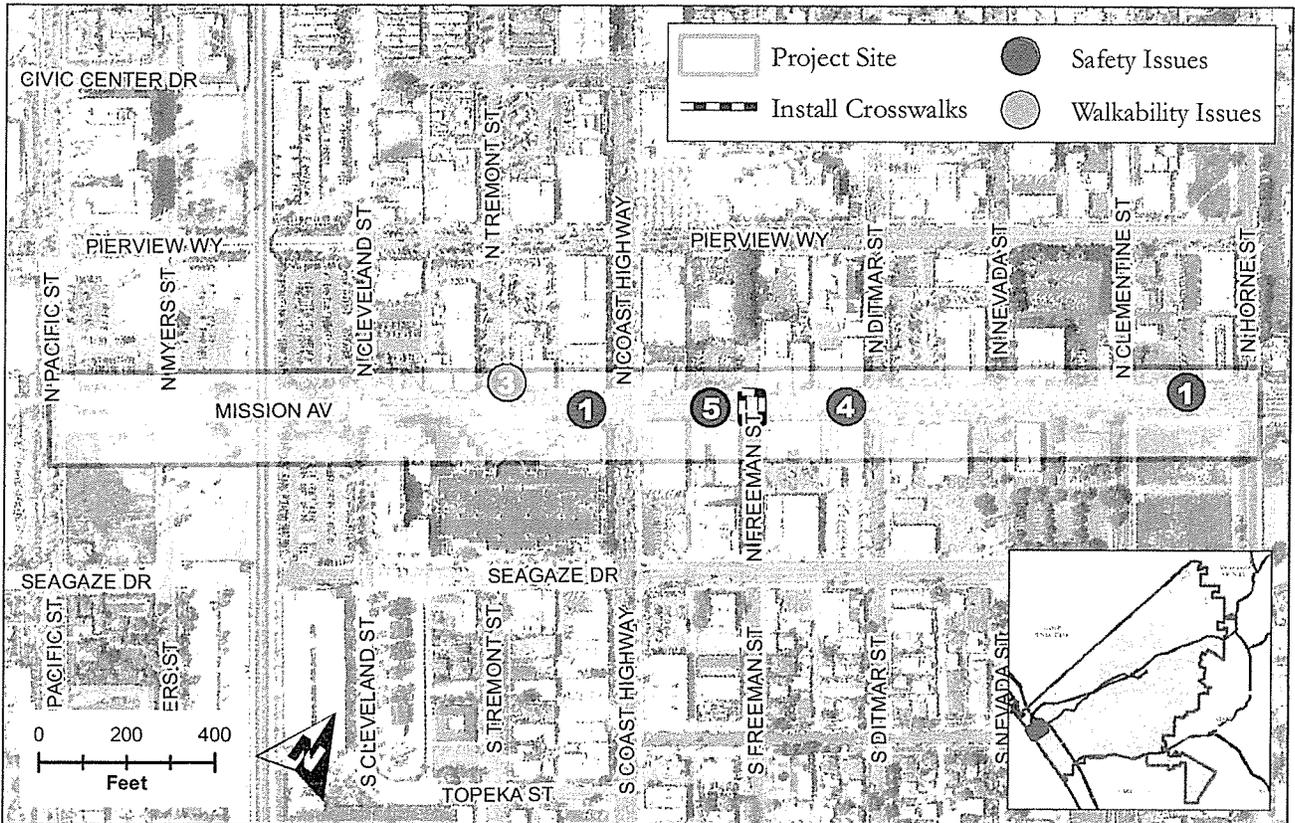
### **Public Meetings**

- April 24, 2009 Landscape AD HOC Committee Meeting
  - Landscape Committee Vision Statement  
*"Promote a downtown which embraces old and new styles through dynamic Design Principles that blend multi-cultural, urban and cosmopolitan elements, improving downtown Oceanside and ushering it into a prosperous future."*
  - Historical Background of Committee Tasks
  - Presentation of Committee Preferred Urban Components
  - What's Next for the Committee?
    - Way Finding
    - Art Opportunities
    - Hardscape
    - Trash Receptacles
    - Landscape Design Manual
  - Correlation with other Committees, Commissions & Projects
    - Signs & Sign Ordinance
    - Art Commission
    - Bikes Committee
    - Coast Highway Vision
    - Pedestrian Master Plan
- January 7, 2010 Community Meeting #1
  - Project Overview/purpose/funding
  - Presentation of Alternatives-including roundabout options
  - Live traffic model/simulation of each alternative
  - Brief landscape discussion
  - Open House for public discussion and comment
- May 17, 2010 Community Meeting #2
  - Recap of Community Meeting #1 (information presented, community feedback/responses)
  - Presentation of Preferred Alternative 3
  - Detailed presentation of landscape and amenities (way finding, art, bike racks, benches, planting, lighting, etc)
  - Open House for public discussion and comment

- June 15, 2010 Transportation Commission
  - Alternative 3 was presented as the Preferred Alternative.
  - Alternatives were presented with detailed data and modeling/simulation
- June 21, 2010 Bicycle Committee
  - Alternative 3 was presented as the Preferred Alternative.
- July 20, 2010 Economic Development Commission
  - Alternative 3 was presented as the Preferred Alternative.
  - Recap of community meetings and feedback
  - Presentation of Alternatives studied and preferred alternative
- August 2, 2010 Art's Commission
  - Project was presented as an informational item and to acknowledge there would be an art element proposed within the project.
- August 4, 2010 Redevelopment Advisory Committee
  - Alternative 3 was presented as the Preferred Alternative.
  - Recap of community meetings and feedback
  - The Fire Chief attended and stated that this alternative would not affect their response time, and fielded a few unexpected questions and was very receptive to alternative 3.
- September 1, 2010 City Council Presentation
  - Goal was to present the final project for approval.
  - Presentation included:
    - Project History
    - Alternatives studied
    - Preferred Alternative
    - Final Design/Construction schedule
- November 30, 2010 Mission Ave Working Group
  - Group met to finalize the cross section for Mission Ave

**Project:** Mission Avenue (Pacific to Horne)

**Prioritized Project Number :** 2



**Existing Issues:** (Issue Reference No. can be found in Chapter 3)

- ① Lack of pedestrian crossing signs
- ② Sidewalk is too narrow (see issue W6)
- ④ Missing street lights (see issue S12 and S13)
- ⑤ Missing crosswalks

**Cost:** \*\$-

**Contingency (35%):** \*\$-

**Total Cost:** \*\$-

\*This project has just entered the design process and improvements may vary dramatically. Therefore, no costs have been included.

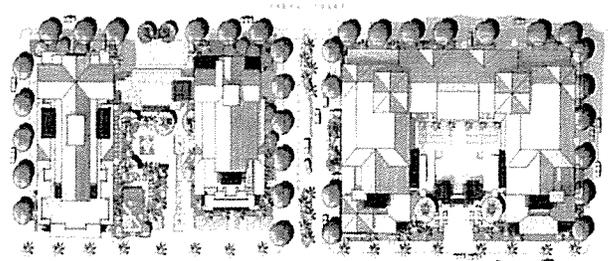
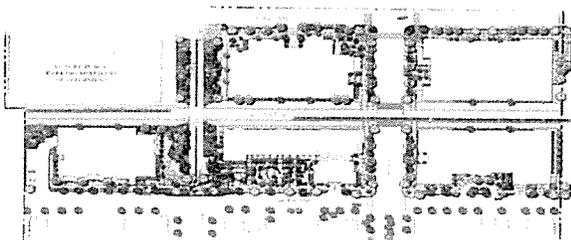


Table 22: Summary of Scores

Prioritized Project Number	Location	Improvements	Pedestrian Activity Levels	Safety	Accessibility	Connectivity	Innovation	Total Score	Total Cost
1	South Coast Highway, South Tremont and Cleveland Streets (Between Mission Ave and Leonard Ave)	Enhance street conditions, add green space, new streets, roundabouts and increased mixed use, add lighting.	10	44	14	11	9	90	N/A
2	Mission Avenue (Between Pacific St and Horne St)	Install more lighting, pedestrian warning signs, and enhanced crosswalks when the opportunity presents itself. Install traffic signal at Clementine St when the signal warrants are met.	10	41	14	11	9	87	N/A
3	Mission Avenue (Between Horne St and Archer St)	Install enhanced crosswalks when signal warrants are met and add more pedestrian warning signs.	10	22	14	10	6	64	\$6,120
4	Coast Highway (Between Morse St and Oceanside Blvd)	Redefine and extend walkway system to south of tracks to increase accessibility and walkability, add green space, and increase mixed use.	10	15	14	11	9	61	N/A
5	Crouch Street at Oceanside Boulevard (Oceanside Blvd at Crouch St and Greenbrier Dr)	Add sidewalks and pedestrian facilities at Crouch Street and Oceanside Blvd. Relocate amenities that block sidewalks.	6	16	14	11	6	55	\$369,225
6	Mission Avenue (Between Mesa Dr and Fireside St)	Install missing sidewalks, install and enhance crosswalks when signal warrants are met. Move obstacles from the sidewalks.	2	27	12	7	5	54	\$261,799
7	I-5/Oceanside Boulevard (Oceanside Blvd between Saratoga St and Nevada St)	Add missing sidewalks; enhance and install crosswalks when signal warrants are met. Add lighting underneath I-5.	4	15	14	13	4	52	\$470,408
8	The Strand (Between Pier View Way and Wisconsin Ave)	Add crosswalks and stop sign at Seagaze Dr when signal warrants are met. Add pedestrian warning signs.	10	5	15	10	9	51	\$641,047
9	Pacific Street (Between Pier View Way and Wisconsin Ave)	Increase width of sidewalks based on level of use. Move bollards and install sidewalk into the adjacent planning to provide a wider walking path.	10	8	10	11	7	48	\$82,863
10	South Cleveland Street (Between Oceanside Blvd and Wisconsin Ave)	Improve street conditions (street trees, repair sidewalks, add curb ramps..etc)	10	4	13	10	6	45	N/A
11	Pier View Way Promenade (Streets including and bordered by Mission Ave, Tremont St, Civic Center and Myers St)	Provide bulbout at corners and move parking signs off of the sidewalks. Move restaurant furniture away from pedestrians path of travel.	10	18	10	3	2	45	\$405,675
12	Tremont Street and Cleveland Street (Between Washington Ave and Oceanside Blvd)	Connect and install sidewalks and curb ramps.	6	4	14	13	6	45	\$408,071
13	South Coast Highway (Between Eaton St and Cassidy St)	Improve and widen sidewalks. Add roundabouts and shade trees.	4	10	14	5	7	42	N/A

