ITEM NO. 8

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 1, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF AN AMENDMENT IN THE AMOUNT OF $136,318 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE IBI GROUP AND AWARD OF CONTRACT TO THE IBI GROUP AND KTU+A TO UPDATE THE BICYCLE MASTER PLAN IN THE AMOUNT OF $129,407**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of $136,318 to the professional services agreement with The IBI Group for an update of the City's Circulation element, to add completion of an Environmental Impact Report (EIR), and authorize the City Manager to execute the amendment; and approve a professional services agreement with The IBI Group and KTU+A of San Diego in the amount of $129,407 for an update to the City's Bicycle Master Plan, and authorize the City Manager to execute the agreement.

BACKGROUND

On October 5, 2005, the City Council approved a professional services agreement with The IBI Group to update the City's Circulation Element, which did not include any costs for the EIR Associated with the Circulation Element.

Additionally, in June of 2006, the City of Oceanside received $145,000 in SANDAG grant monies to update the City's current Bicycle Master Plan, which was last updated in 2002.

Staff has combined the efforts of updating both the Circulation Element and the Bicycle Master Plan, as many roadway planning issues will be identified and factored into future bicycle facilities during the course of updating the Circulation Element.

ANALYSIS

Circulation Element EIR

Additional traffic analyses will be required to analyze additional network scenarios due to potential future changes to key roadway and intersections within the City of Oceanside (Task 3 in Exhibit A – Scope of Work). The work required has increased to

include an enhanced level of support in the development of the SANDAG Series 11 North County Subarea model as well as to complete traffic analyses for the new scenarios.

Additionally, the Program EIR will be conducted to identify any significant short- and long-term impacts as well as to identify potential mitigation measures to those impacts. The EIR will examine the potential impacts of each Circulation Element alternative with emphasis on those alternatives that are least impactive.

Bicycle Master Plan

Staff is recommending that the Bicycle Master Plan Update be completed concurrent with the Circulation Element Update. As such, staff requested that The IBI Group act as the primary consultant to receive proposals from potential bicycle consultants. Two proposals were received, one from Alta, Planning & Design and one from KTU+A, Planning & Landscape Architecture. Each proposal was reviewed by The IBI Group, staff and members of the Bicycle Committee. KTU+A was selected based upon their local experience with coastal communities and their professional staff, who are also avid bicyclists. The IBI Group and KTU+A proposals are attached as Exhibit B.

KTU+A will receive the vast majority of the grant money ($99,645) to complete the Bicycle Master Plan and The IBI Group will receive $29,762 for project management, quality control, support to KTU+A and to incorporate the findings into the Circulation Element. Total project budget is $129,407, with $15,593 of the grant monies remaining to be used as directed by the Bicycle Committee if the need arises.

FISCAL IMPACT

The Circulation Element project - 561.775622 - is funded with $253,927 in carry forward funds and $150,000 in new funds approved with the Capital Improvement Program for FY 07-08. Therefore, there are sufficient funds to complete the $136,318 needed to complete the Circulation Element EIR.

INSURANCE REQUIREMENTS

The City's standard insurance will be met.

COMMISSION OR COMMITTEE REPORT

Staff has met with the Bicycle Committee on June 18, 2007, and July 2, 2007. The Bicycle Committee endorses The IBI Group and KTU+A project team to complete the Bicycle Master Plan Update.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 in the amount of $136,318 to the professional services agreement with The IBI Group for an update of the City's Circulation element, to add completion of an Environmental Impact Report (EIR), and authorize the City Manager to execute the amendment; and approve a professional services agreement with The IBI Group and KTU+A of San Diego in the amount of $129,407 for an update to the City's Bicycle Master Plan, and authorize the City Manager to execute the agreement.

PREPARED BY:

John Amberson
Transportation Planner

SUBMITTED BY:

Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Paul Bussey, Interim Financial Services Director

CITY OF OCEANSIDE
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Circulation Element EIR Amendment

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this ___ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and The IBI Group, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and CONSULTANT are the parties to that certain Professional Services Agreement dated October 5th, 2005 hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to include additional work for Environmental Impact Report (EIR) preparation of the City of Oceanside Circulation Element Update.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

SECTION 1.0, SCOPE OF WORK: Is hereby amended to include the following additional work described herein and is attached as "Amendments to the City of Oceanside Circulation Element Scope of Work and Budget" (Exhibit A):

1. Task No. 3 – Transportation Issues, Traffic Growth, and Future Roadway Improvements: Additional traffic analyses will be required to analyze more scenarios for potential changes to key roadways and intersections within the City. In addition, graphics support has been increased to prepare illustrations that will be used to depict the traffic operations and circulation within Oceanside.

2. Task No. 10 – Environmental Analysis: The revised Scope of Work reflects the effort needed to produce an Environmental Impact Report (EIR) rather than a negative declaration.

3. Budget and Schedule: The overall project budget and schedule has also been updated.

SECTION 2.0, TIMING REQUIREMENTS: Is hereby amended to allow 12 months from the date this amendment is signed by CITY.

SECTION 2.2: CONSULTANT shall prepare and deliver 20 bound copies, 2 unbound copies and 1 electronic copy of the first draft of the Updated Circulation Element EIR to the City Engineer no later than 10 months from the Notice to Proceed. No work shall be performed by the CONSULTANT beyond the completion of the draft Updated Circulation Element until the City Engineer has given written approval following review and comments.

SECTION 2.3: Consultant shall prepare and deliver 20 bound copies, 2 unbound copies and 1 electronic copy of the Final Updated Circulation Element EIR to the City Engineer no later than 12 months from the Notice to Proceed.

SECTION 2.4: CONSULTANT shall prepare and deliver the final Updated Circulation Element EIR to the City Engineer no later than August 15, 2008.

SECTION 13, COMPENSATION: Is hereby amended by adding an amount of $136,318 needed to complete the Environmental Impact Report (EIR) portion of the Circulation Element Udpate, increasing the total compensation to an amount not to exceed $436,083.

SECTION 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 "A", 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 City Engineer. Consultants compensation for all work performed in accordance with this agreement shall not exceed the total contract price of $436,083.

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

SECTION 14.0, TERMINATION OF AGREEMENT: The Term of this agreement and amendment shall commence on the date it is signed by the later of the parties and continue for a period of 12 months from the date of such signature. CONSULTANT may request an extension of the agreement for a period of one additional year, which may be allowed by CITY at the sole discretion of the City Engineer.

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.

SECTION 16.0 ENTIRE AGREEMENT: This amendment together with the agreement (10/05/2005) comprises the entire integrated understanding between the CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representatives or agreements. If there is any disagreement between the terms of this Amendment and the terms of the Agreement, this Amendment shall control.

SECTION 20.0 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:	**TO CONSULTANT:**
CITY OF OCEANSIDE CITY ENGINEER 300 NORTH COAST HWY. OCEANSIDE, CA 92054	The IBI Group Dennis J. Wahl, Project Manager 701 B Street, Suite 1170 San Diego, CA 92101

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 communications 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 requested, addressed to the offices of the party to whom the communications is to be sent, as designated above.

Circulation Element Update EIR Amendment: No. 561-775622-5241

SECTION 21.0 SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

SECTION 22.0 MISCELLANEOUS. The Transportation Manager is hereby replaced with the City Engineer whenever the title appears in the agreement.

Except as expressly set forth in this amendment, the agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 5th day of July, 2007.

HDR ENGINEERING, INC.

By: _____
David Thom, Managing Director

By: _____
David Chow, Local Director

95-326-8721
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, Int. City Manager

APPROVED AS TO FORM:

Barbara Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

(Submit On Pink Paper)

CITY ATTORNEY'S
DOCUMENT REVIEW
NO. 2007K094

CITY ATTORNEY ANALYSIS

FOR STAFF REPORT

TO: JOHN AMBERSON, Staff Contact Person

DATE RETURNED: 7-17-07

BLA ☑ The referenced documents have been reviewed by the City Attorney and approved as to form.

☐ The City Council (or Commission) is authorized to hold a public hearing in this matter. Consideration of the matter should be based on the testimony and evidence presented at the hearing. After conducting the public hearing, the Council (or Commission) shall affirm, modify or deny the project. The supporting document(s) has been reviewed and approved as to form by the City Attorney.

☐ City Attorney analysis does not apply.

☐ The following analysis constitutes the City Attorney's analysis to be included in the staff report:

G:\Word Documents\DOCUMENT REVIEW COVERS\Contract-Council Action-PINK.doc Revised October 7, 2004

State of California

County of Orange

On 7-5-07 (DATE) before me, DeeAnn Jackson (NAME/TITLE OF OFFICER-i.e."JANE DOE, NOTARY PUBLIC")

personally appeared David Chow and David Thom (NAME(S) OF SIGNER(S))

☒ personally known to me -OR- ☐ 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.

DEE ANN JACKSON
Commission # 1673132
Notary Public - California
Orange County
My Comm. Expires Jul 8, 2010

Witness my hand and official seal.

(SEAL)

(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____

OFFICER(S) _____ (TITLES)

☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

RIGHT THUMBPRINT (Optional)

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CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____

OFFICER(S) _____ (TITLES)

☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

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ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS

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IBI GROUP

EXHIBIT A

April 30, 2007

Mr. John Amberson
Project Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Subject: Amendments to the City of Oceanside Circulation Element Scope of Work and Budget

Dear Mr. Amberson;

Please find enclosed with this letter an updated scope of work for the City of Oceanside Circulation Element along with proposed budget amendments to support the changes in scope. There have been two primary changes in scope at the request of the City of Oceanside:

1. **Environmental Impact Report (EIR) Preparation Versus Negative Declaration Process** – The original scope for the Circulation Element envisioned some form of Negative Declaration to fulfill environmental review and process requirements. Based on discussions with City staff, it is clear that an Environmental Impact Report (EIR) will be required for the Circulation Element. This represents a significant increase in level of effort for environmental analysis and review. The environmental subconsultant for the Circulation Element, Butler Roach Group (BRG), has prepared a revised scope and budget to cover this change.
2. **Series 11 Subarea Modeling and Alternatives** – The original scope of work envisioned use of the Series 10 Subarea model for the Circulation Element. Preliminary model runs and alternatives were prepared and presented to the City Council and staff. As the updated Series 11 Subarea model is anticipated to be available shortly, the City has directed that this newer model be utilized for the Circulation Element traffic analysis. IBI Group has developed a scope and budget to assist and support the City of Oceanside during the development of the Series 11 Subarea model, as well as analyze the series of alternatives that have been reviewed and endorsed by the City Council and staff.

There are three attachments to this letter that detail the amended scope of work and budget:

- **Updated Scope of Work** – with significant changes and additions related to the two items above shown in italics.
- **BRG budget** - for the amended environmental effort noted in item one above.

Suite 1170, 701 B Street, San Diego, CA, 92101, U.S.A. (619) 234-4110, FAX (619) 234-4109
IBI is a group of companies providing professional services.

- **IBI Group budget** - for the amended modeling and traffic analysis effort noted in item two above.

In summary, the budget breakdown for the Circulation Element is as follows:

Budget Item	Amount
Approved Circulation Element Budget (using Series 10 model and assuming Negative Declaration based process)	$299,765
Budget Amendment Requests	
Item One - Budget Amendment for EIR (BRG)	*$51,890*
Item Two - Budget Amendment for Additional Traffic Analyses using Series 11 Subarea Model (IBI Group)	*$84,428*
Total Amendment Request	***$136,318***

As shown in the table the total additional budget is $136,318 to conduct the additional work efforts requested by the City of Oceanside. We look forward to continued work with you, the City Council, and the community. Please contact us if you should have any questions or require additional clarification.

Sincerely;

IBI Group

Don D. Murphy,
Project Manager

Steve Schibuola,
Director

Attachments:
- *Amended Scope of Work*
- *BRG Budget Estimate Breakdown for EIR*
- *IBI Group Budget Estimate Breakdown for Additional Traffic Analyses*

Cc:
David Chow, IBI Group
Steve Schibuola, IBI Group
Files #10294, IBI Group

UPDATED OCEANSIDE CIRCULATION ELEMENT
SCOPE OF WORK
March 2007

Note: The following scope represents the original City of Oceanside Circulation Element Scope of Work modified to:

- **Provide an Environmental Impact Report (EIR) for the Circulation Element as opposed to the originally anticipated Negative Declaration based process.**
- **Support the City of Oceanside in development of the Series 11 Subarea model for use on additional traffic analyses for the Circulation Element, as well as conduct traffic analyses based on these new model runs. By direction of City Council and staff this model will be the basis for reviewing the Circulation Element alternatives.**

For each task, the estimated percentage complete is shown by the task heading based on work conducted up to the end of March 2007. Tasks that have been significantly modified or added as a part of this addendum are shown in *italics.*

SCOPE OF WORK:

IBI Group's approach to developing the City's updated circulation element is to use a collaborative process that engages City staff and key stakeholders through the Community Outreach effort, and applies our knowledge and technical expertise. We view ourselves as a resource and extension of City staff in the development of this very important document. Of key importance will be the detailed knowledge, history and trust that City and extension of staff have established with the citizens of Oceanside. We want to build on that strong relationship while planning for and accommodating the future needs of the City.

We start by highlighting our efficient project control system to ensure the on-time and on-budget completion of the objectives set forth by the City of Oceanside in the RFP. A kickoff meeting with IBI and the City was held on January 4, 2006 to initiate the project. The purpose of that meeting was to:

- Establish project team contacts and responsibilities
- Solicit input regarding the goals for the project
- Discuss the intended scope of the project
- Review past experiences with similar projects and incorporate "lessons-learned" into this project
- Understand the history of the City's coordination with SANDAG in the development of traffic model forecasts

Our approach to completing the tasks in this study has been refined based on the discussion at the kickoff meeting and is presented below.

TASK 1: PROJECT MANAGEMENT (85% complete)

IBI Group proposes the development of a Project Working Group that involves City of Oceanside staff members, and representatives of the consultant team. The responsibilities of the Project Working Group will include participation in project status updates and review of technical deliverables. The City of Oceanside Project Manager will be the primary point of

contact. We propose to conduct Project Working Group meetings monthly. However additional meetings for input and exchange of information can occur needed. The monthly meetings will be an opportunity to actively monitor the progress of the project and will be critical to the timely and successful completion of the project.

Monthly project status reports will also be prepared and delivered to the City of Oceanside Project Manager. The reports will include progress to date, upcoming project goals and objectives, and anticipated problem areas. The project status reports will be used as a measure of work completed and provide guidance on upcoming project tasks and deliverables.

Deliverables:

- Attendance at 14 Project Working Group Meetings
- Meeting minutes documenting the discussion topics from each Project Working Group meeting
- Monthly project status reports submitted to the City of Oceanside Project Manager

TASK 2: ESTABLISH CIRCULATION ELEMENT GOALS, OBJECTIVES, AND POLICIES (35% complete)

In this task, the IBI Group team will review the goals, objectives, and policies that need to be encompassed in the city's new Circulation Element. Our review will examine the City of Oceanside 1995/2002 Circulation Element and the General Plan, as well as related plans and Programs, such as the San Diego Association of Governments' (SANDAG) Regional Transportation Plan, MOBILITY 2030 (2003), and the San Diego County Air Pollution Control District's (APCD) Regional Air Quality Strategy (2004). We will also examine local planning reports and studies that may be of significance in developing the Circulation Element, such as North County Transit District's FY 2003-2007 Short Range Transit Plan, reports from the City of Oceanside Redevelopment Agency, and other materials. In addition to the review of current documents and plans, IBI will work closely with City staff to identify issues of importance for the City and key stakeholders. We want to make sure that we do not overlook the issues that may be small in stature but of significance in the eyes of the City.

The results of this task will be the creation of the "Big Picture" – the issues and opportunities facing the city, as well as a list of potential goals and objectives to be included in the Circulation Element. This task will result in the preliminary examination of policies which could address these items.

Deliverables:

- Technical Memorandum summarizing the review of applicable plans, reports and documents, and detailing their relationship to the Circulation Element
- List of proposed Goals and Objectives for the Circulation Element, and the recommended Policies needed to support and achieve them
- List of Stakeholder and Community Groups
- Introduction section of Circulation Element

TASK 3: TRANSPORTATION ISSUES, TRAFFIC GROWTH, AND FUTURE ROADWAY IMPROVEMENTS (95% complete – on previous model runs and analyses with Series 10 information)

This task will identify current transportation problems, particularly with respect to the movement of vehicular traffic, and will address potential operational problems that are expected to develop due to the forecasted growth in traffic and/or proposed changes to the roadway network. This task will provide additional insight in the shaping of goals, objectives, and policies in the Circulation Element. In order to effectively identify existing and projected future transportation issues and concern, we are proposing to perform the services described below.

3.1 Review of Existing and Forecasted Traffic Volumes

IBI Group will evaluate the current and forecasted traffic conditions on the City's primary roadways and related intersections. The City has provided a significant amount of relatively current traffic data (traffic counts and Traffix analysis) that will be utilized to the extent possible. In particular, the "2005 TRAFFIX Update and LOS Map" dated December 9, 2005, that RBF Consulting prepared for the City of Oceanside will be utilized to help evaluate existing traffic conditions in the City. Based on a cursory review of this document and other traffic data that has been provided, we propose to obtaining 24-hour traffic counts on roadway segments at approximately 40 to 50 key locations and peak period turning/through movement counts at 40 to 50 intersections. IBI will work with City staff to determine specifically where these counts should be done; however, initially we propose to place an emphasis on obtaining traffic count data at the following locations:

- Along high volume corridors
- At key intersections (as listed in the referenced RBF report) that have not been counted since the beginning of 2005 or where traffic volumes may have increased significantly due to land development counts were done in 2005
- At stop-controlled intersections that have been given a priority by the City for possible signalization within the next five years

It is our understanding that the City will provide future year (2020) forecasts to IBI for all the necessary analysis scenarios. IBI Group has tremendous knowledge of travel demand models and working with forecasted data. As needed, we can work with the City to refine the model and forecasts as needed. Manual adjustments to the model forecasts will be reviewed for consistency between the City's land use growth forecasts and the underlying development assumptions in the SANDAG model. Using this information, IBI Group will analyze the forecast traffic volumes to check for a reasonable correlation between the traffic volumes and future growth. In locations where the two forecasts do not correlate, IBI Group will suggest possible refinements and review the methodology and assumptions behind the refinements with the City of Oceanside.

If desired by the City, IBI Group can post-process the forecast intersection volumes using our innovative process, based on the Transportation Research Board methodology, to generate reasonable forecasted turning movements at intersections. Post-processing refines the model link level forecasts to produce reasonable turning movement volumes at the intersections. At locations where existing traffic counts may not be appropriate to use as a base for post processing, such as intersections where the buildout geometry or surrounding land use is significantly different than the existing condition, manual adjustments of the projections will be made to reflect future expected traffic volumes. IBI Group will work with City staff to identify

locations where manual adjustment of traffic forecasts or turning movement splits may be needed. IBI will post process the raw model travel demand forecasts, as necessary, to ensure reasonableness in the traffic impact analysis.

3.2 Level of Service Analysis for Existing and Forecasted Traffic Conditions

After obtaining the pertinent traffic data indicated above, the level of service (LOS) of traffic operations at critical intersections and roadway segments will be analyzed for three potential scenarios: existing conditions; forecasted traffic conditions with no roadway improvements; and forecasted traffic conditions with roadway improvements (if applicable). The LOS analysis will be focused on intersections and roadway links where capacity is expected to be an issue between now and 2020. The LOS analysis for both intersections and roadway segments will be performed in accordance with HCM 2000 guidelines.

3.3 Traffic Impact Study Guidelines and Identifying Future Roadway Improvements

Working in conjunction with City Staff, IBI will define LOS thresholds and identify mitigation measures that may be taken to alleviate existing or projected traffic operation problems. We will work closely with City staff to develop measures that are acceptable to the City and have a potential to reduce or eliminate traffic congestion within the City of Oceanside. Using the tools developed for the analysis, IBI Group will identify conceptual planning alternatives to mitigate identified significant impacts. Improvements may include modifications to signal timing and phasing or, if necessary, adding additional capacity along roadway segments and/or intersections. Roadway improvements will also be identified that will ensure that easy and convenient access to all areas of the community are provided.

Deliverables:

- Updated Traffic Impact Study Guidelines
- Level of Service and Mitigation Guidelines
- Arterial Roadway/Traffic Section of Circulation Element

3.4 Assist in Series 11 Regional Model Review

The remaining budget under this task will be utilized to assist the City of Oceanside in reviewing the new Series 11 model outputs in comparison with previous model runs conducted for the Circulation Element in order to understand where significant changes or differences may be present from one Series to the next.

TASK 4: COMPREHENSIVE TRANSPORTATION DEMAND MANAGEMENT PROGRAM (10% complete)

In this task, the IBI Group will develop a Transportation Demand Management component for the Circulation Element. While there are currently no Transportation Management Associations or Organizations operating in Oceanside, SANDAG's RideLink program provides individuals and employers throughout the county with information on carpools, vanpools, and alternative commute modes, such as transit and bicycling. The Objectives and Policies in this section will identify the actions to be taken and the organizations with whom the City of Oceanside can partner to foster and encourage an effective TDM program, as well as how to pay for such an effort, such as through developer fees or consideration of an employer-based trip reduction program.

Deliverable: Transportation Demand Management Section of Circulation Element

TASK 5: GOALS & POLICIES FOR EXISTING & FUTURE PUBLIC TRANSIT AND RAILWAY SYSTEMS (40% complete)

The City of Oceanside has the benefits of a good transit system at present, with several North County Transit District routes beginning or ending service within the city limits. The introduction of the new Sprinter light rail system, the planned expansions of Coaster and Metrolink commuter rail service, and improvements to Amtrak's Pacific Surfliner intercity rail service will bring residents and visitors even more non-automobile travel options. In this task, the Circulation Element will detail how the public transit and rail systems available in the city function, and how the city and its residents can derive the most benefit from them through thoughtful integration. Recommendations could include: Working with NCTD to create circulator routes that would serve the seven planned Oceanside Sprinter stations, and could dramatically improve traffic operations around the stations. It could also spur additional retail, commercial, and residential development in the station areas. Additionally, this section could discuss how the city could help encourage transit ridership, through the development of a new transit shelter program.

Deliverable: Public Transit and Rail Transit Section of Circulation Element

TASK 6: GOALS & POLICIES FOR LOCAL & REGIONAL BICYCLE & PEDESTRIAN FACILITIES (40% complete)

IBI Group recognizes that providing for a vibrant pedestrian and bicyclist travel network helps encourage walking and bicycling as alternatives to driving, especially for short trips such as the trip to and from school, or to run errands close to home or work. Often, the lack of an appropriate path can lead people to opt for driving, when they would walk or bike if the opportunity were there. Both local and regional connections need to be considered in this task. In this task, the IBI Group will examine the existing sidewalk and bicycle network, and create objectives and policies to ensure that these important and healthful options are readily available. This will include consideration of safety issues (routes, lighting, sidewalk/bike path conditions, etc.). Recommended policies could also include promotion of bicyclist education and outreach efforts, and steps needed to be taken for Oceanside to achieve designation as a League of American Bicyclists "Bicycle- Friendly Community". New non-motorized trails such as the Coastal Rail Trail, which would provide a bicycling and pedestrian link between Oceanside, San Diego and the communities between them are under development, and would be addressed in the Circulation Element. Where appropriate, this section will also include a discussion of Equestrian facilities in the city.

Deliverable: Pedestrian, Bicycle, Equestrian Sections for Circulation Element

TASK 7: IDENTIFICATION AND INCORPORATION OF ITS TECHNOLOGIES (20% complete)

As a part of the Circulation Element IBI Group will develop a high level plan that identifies and incorporates pertinent Intelligent Transportation System (ITS) technologies, which the City could utilize to enhance traffic management, transit operations, and traveler information. This task would include an evaluation of existing ITS elements and recommendations for ITS technologies that should be deployed as part of an evolving transportation system consistent with the San Diego Regional ITS Architecture. Key items that would be considered include:

- The development of a Traffic Operations Center with an Advanced Traffic Management System (ATMS).
- Enhancing the communications network, particularly fiber optic cables.
- Improving the traffic signal equipment in order to facilitate signal coordination/synchronization and the deployment of an ATMS.
- Providing signal priority for BRT or LRT operations.
- Enhancing safety at intersections and grade crossings.
- Interfaces with emergency services.
- Improving event management, surveillance, and security (i.e. deployment of CCTV cameras and changeable message signs).
- Coordinating ITS program with neighboring jurisdictions.

Deliverable: ITS Section of the Circulation Element

TASK 8: GOALS & POLICIES FOR TRAFFIC CALMING PROGRAM (15% complete)

The City of Oceanside has already developed a traffic calming program to promote safer streets for motorists and pedestrians. The objective of this task will be to incorporate the existing traffic calming policies adopted by the City of Oceanside into the Circulation Element and the General Plan. The work effort will set out criteria for determining where traffic calming measures would be beneficial, and a list or "tool kit" of traffic calming measures that could be considered for each location that meets the selection criteria. The recommendations of this task will be coordinated with the work performed in Task 3 and Task 6 to ensure that the adopted traffic calming goals are consistent with the goals and recommendations for automobile, bicycle, and pedestrian circulation within the City.

Deliverable: Traffic Calming Section of Circulation Element

TASK 9: GENERAL PLAN CIRCULATION ELEMENT REPORT PREPARATION (0% complete)

Following the completion of Tasks 1 through 8, IBI Group will prepare a Draft Circulation Element for review by City of Oceanside staff. The Draft Circulation Element will incorporate the recommendations, goals, objectives, and policies identified in the previous tasks. If requested by the City of Oceanside, we will distribute copies of the Circulation Element directly to other affected agencies (i.e., SANDAG, Caltrans, adjacent Cities, etc.) for their review. After receipt of final comments from the City of Oceanside, the Final Circulation Element will be prepared and twenty (20) copies delivered to the City of Oceanside.

Deliverables:
- Draft Circulation Element - 20 bound copies, 2 unbound copies, and 1 electronic copy
- Final Circulation Element - 20 bound copies, 2 unbound copies, and 1 electronic copy

TASK 10 ENVIRONMENTAL ANALYSIS (0% complete)

The following provides BRG's anticipated scope of work for the circulation element update process. We understand that the Program EIR must ultimately be certified as reflecting the independent judgment of the City. It is our job to prepare the lion's share of the research, analysis, quality control, and writing. We understand that City staff will review screencheck

documents and provide comments, and our work will be responsive to the guidance provided by the City. BRG will work closely with the Client and City throughout the CEQA process. BRG will prepare environmental documents that comply with the criteria, standards and procedures of the California Environmental Quality Act of 1970 (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.) as amended, the City's procedures for implementing CEQA, and the regulations, requirements and procedures of any other responsible public agency or any agency with jurisdiction by law over the project.

The Program EIR will assemble all available data, provide an independent evaluation of any existing data, and originate new studies (where applicable). As required for an EIR, an assessment of the probable short and long-term significant impacts and cumulative impacts of the project will be provided. Preparation of the EIR will provide an evaluation of all feasible mitigation measures that could be carried out to reduce or eliminate adverse impacts of the proposed project. BRG will work closely with City staff to identify project alternatives, which avoid or reduce project related impacts and provide a quantitative, comparative analysis of each alternative. The following provides a detailed description of our proposed scope of services:

PHASE I PROJECT INITIATION

10.1 Project Initiation/Environmental Scoping

Task 1 will involve BRG participation in initial aspects of project initiation and provide general environmental input during the study of alternatives. We anticipate BRG would attend the kick-off meeting (see Task 10), perform some initial data collection tasks, participate in up to three staff meetings during the preparation of the circulation element update, and attend up to two public outreach meetings that are held during the circulation element update process.
The purpose of participation in this phase is to ensure a thorough understanding of the project and understanding of potential environmental issues raised by the public. Based on the January 4, 2006 meeting with the City, it was determined that the appropriate CEQA document for the Circulation Element Update would be a Program Environmental Impact Report (EIR). Through early participation in the circulation element update process, the scope of issues to be addressed (e.g., land use, traffic, air quality, noise) in the EIR will be identified.

PHASE II PREPARATION OF THE PROGRAM EIR

The following provides a scope of work for the preparation of a Program EIR.

10.2 First Screencheck Draft EIR

BRG will prepare a First Screencheck Draft EIR for the project. We understand the need for the environmental analysis to follow the thread of logic from beginning to end (i.e., setting, threshold of significance, impact, mitigation and conclusions) and that conclusions must be supported by fact. We understand that the role of an EIR is to identify substantial evidence that there may be a significant effect and where there is disagreement among experts, disclose the disagreement and state the lead agency's position. The Program EIR will include the sections listed below.

- *Table of Contents*
- *Introduction*
- *Executive Summary*

- *Project Description*
- *Environmental Setting*
- *Environmental Impact Analysis*

The scope of the EIR will be determined through the EIR scoping process at the time of the Notice of Preparation and Scoping Meetings for the EIR. At a minimum, the following environmental issue areas are anticipated to be addressed at a programmatic level:

- *Land Use*
- *Traffic/Circulation*
- *Air Quality*
- *Noise*
- *Biological Resources*
- *Cultural Resources*
- *Water Quality/Hydrology*

An initial cost estimate of $20,000 has been allocated for technical studies. However, the full range of required technical studies are currently unknown at this early stage of the Circulation Element Update process and will be determined based upon the circulation alternative development scenarios.

Other CEQA Mandated EIR Sections

The EIR will contain the following CEQA mandated sections:

- *Significant Irreversible Environmental Changes*
- *Impacts Found Not To Be Significant*
- *Cumulative Impacts*
- *Growth-Inducing Impacts*

Alternatives

The Alternatives section of the EIR will identify a reasonable range of alternatives that could feasibly attain the basic objectives of the project, but reduce significant impacts. BRG will meet with the City to identify at least two project alternatives that either reduce or avoid project impacts. The analysis for each alternative will include a quantitative, comparative analysis for the relative environmental impacts and merits of each. Our scope assumes that the alternatives will be derived by alternative network scenarios analyzed by the City/IBI, and that IBI would prepare the necessary traffic impact analysis for each alternative for inclusion in the EIR.

- *References, Persons and Agencies Contacted and EIR Preparation*
- *Technical Appendices*

10.3 Second Screencheck Draft EIR

BRG will revise the First Screencheck Draft EIR in response to City comments and prepare a Second Screencheck Draft EIR for City review and comment.

10.4 Draft EIR

BRG will incorporate City comments on the Second Screencheck Draft EIR. BRG will then prepare the Draft EIR.

10.5 Screencheck Final EIR

BRG will prepare a Screencheck Final EIR including Responses to Public Comments (not to include the Technical Appendices unless revised) for City review and comment. Upon close of public review of the Draft EIR, BRG understands our role will be to review all comments and prepare a summary of general comment categories. We will meet with City staff to discuss the general approach to responding to public comments. After agreeing to the approach, BRG will number each individual comment and prepare corresponding responses, including identification of responses that affect or supplement information contained in the Draft EIR. BRG will modify the text of the Draft EIR or add footnotes to the margins identifying relevant responses to comments.

10.6 Draft Final EIR

BRG will incorporate City comments on the screencheck Final EIR in response to City comments and prepare the Draft Final EIR.

10.7 Final EIR

BRG will incorporate City comments on the Draft Final EIR and prepare the Final EIR.

10.8 CEQA Findings of Fact/Statement of Overriding Considerations

BRG will prepare the Candidate CEQA Findings pursuant to CEQA Guideline §15091 for ultimate submittal to the City Planning Commission and City Council. If there are mitigation measures or alternatives to the project identified in the EIR which could reduce the adverse consequences of the project but which are determined infeasible, BRG will provide the required CEQA findings, giving the specific economic, social or other conditions which render the mitigation measure or alternatives infeasible. Please note that development of these findings of infeasibility will likely require the active participation of the City and client to provide sufficient facts to support the findings. Should the EIR conclude an impact is significant and unmitigable, BRG will prepare a Statement of Overriding Considerations (SOC) in accordance with CEQA Guidelines §15093. BRG will work closely with the City to identify the specific economic, legal, social, technological, or other benefits of the project, which outweigh the unavoidable environmental effects. BRG will coordinate with the City to establish the evidence in the record to support overriding considerations.

10.9 Mitigation Monitoring and Reporting Program

We understand the need for preparation of a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code Section 21081.6(a)(1) and California Code of Regulations Section 15091. The MMRP will include a brief summary of the environmental impact. However, the associated mitigation measure will be included verbatim from the EIR in order to provide sufficient detail to address impacts at the project level. Each mitigation measure will reference the appropriate implementing permits to facilitate mitigation implementation. BRG will coordinate with the City to determine the appropriate implementing permits for each

mitigation implementation. For each project change, condition, or mitigation measure the program will include the following:

- *Specific monitoring activities;*
- *Implementation phase or milestone;*
- *Identification of the party responsible for implementation;*
- *Identification of the party responsible for monitoring;*
- *Criteria for evaluating the success of each mitigation measure and,*
- *Compliance verification criteria.*

10.10 CEQA Notices

BRG will be responsible for the preparation of the Notice of Preparation (NOP) for the proposed project. BRG will be responsible for the distribution of the NOP to the State Clearinghouse (15 copies total). This scope of work assumes that the City will be responsible for the distribution of the NOP to other agencies and interested parties and printing of the NOP (legal notice advertisement) one time in a newspaper of general circulation.

BRG will be responsible for the preparation of the Notice of Completion/Notice of Availability of the Draft EIR. BRG will be responsible for sending 15 copies to the State Clearinghouse along with 15 copies of the Draft EIR. We assume the City will be responsible for the printing of a legal notice one time in a newspaper of general circulation and the general circulation of the NOA to the public, as appropriate.

BRG will prepare the Notice of Determination (NOD) for the project upon approval of the project and certification of the EIR by the City Council/Agency. BRG will be responsible for filing the NOD with the County Clerk to initiate the 30-day statute of limitations on the EIR. This scope of work does not include the payment of any fees (e.g., County Clerk and California Department of Fish and Game filing fee) associated with filing the NOD.

10.11 Meetings and Hearings

BRG understands that project management and staff support are crucial elements to preparation of a legally defensible EIR. BRG commits attendance of our Project Manager and necessary sub-consultants for the following meetings:

Phase I - Meetings

- *One (1) kick-off meeting with City staff to initiate the project, discuss work products and overall project schedule.*
- *Three (3) staff meetings during preparation of circulation element update.*
- *Two (2) public outreach meetings during the circulation element update process.*

Phase II - Meetings

- *Two (2) public scoping meetings to solicit input from the public on the scope and content of the EIR.*
- *Two (2) staff meetings to discuss and resolve issues related to document preparation, etc.*
- *One (1) staff meeting to review comments on the screencheck Draft EIR.*
- *One (1) staff meeting to review the responses to comments and final draft EIR.*

- *Up to three (3) public hearings with presentations as necessary as determined by City staff.*

EIR DELIVERABLES

The following identifies the anticipated deliverables to be submitted to the City assuming an EIR is prepared for the project. All documents will be readable by Microsoft Word 2000:

- *Copies of the first screencheck Draft EIR (5)*
- *Copies of the second screencheck Draft EIR (5)*
- *Copies of the screencheck Mitigation Monitoring and Reporting Program (5)*
- *Copies of the screencheck Candidate CEQA Finding of Fact (5)*
- *Copies of the Draft EIR, Appendices, Exhibits and MMRP (51)*
- *Copies of the screencheck Final EIR (5)*
- *Copies of the Draft Final EIR (5)*
- *Copies of the CEQA Findings of Fact (5)*
- *Copies of Final EIR, Appendices, Exhibits and MMRP (51)*
- *CD Copies of the Final EIR with appendices, exhibits, and MMRP (200)*
- *Master CD Copy of the Final EIR with appendices, exhibits, and MMRP (1)*

TASK 11 - COMMUNITY OUTREACH (86% complete)

Purpose: The purpose of this public outreach task is to achieve community-based input for the Oceanside Circulation Element update for the City of Oceanside. This input will be utilized by the technical team and the City in its formation of an updated Circulation Element.

Approach: The City of Oceanside has the opportunity to gain valuable insight from its community in quite a unique fashion due to the Circulation Element update process. This is a time when individuals and organizations can be asked to wonder, imagine or vision what could possibly be for transportation in the community of Oceanside. In close coordination with the technical team, the outreach team recommends a set of public input methods so that a full set of public opinion and preferences is known. This will directly support the environmental process as well as provide an ongoing communications vehicle with the community for the Circulation Element.

A bilingual public outreach effort (English and Spanish) is recommended, including translation of all public material and simultaneous interpretation at any public forums.

Methodology: Based upon the input received from the City of Oceanside staff, Arellano Associates recommends a menu public outreach approach, including the following outreach methods:

1) Community Outreach Database (review and update)
2) City Council Briefings
3) Public Scoping for DEAR
4) Public Hearing for DEAR
5) Collateral Material
6) Website Coordination
7) Team Meetings & Coordination

11.1 Community Outreach Database

The AA Team has developed and maintained numerous, compact and massive project databases for a variety of outreach programs. AA databases are maintained on Microsoft Access and can be converted to most any electronic database format. As a rule, each record is logged with a source code and any additional codes as appropriate and necessary for the project. At any point, the outreach database can be sorted by field, and filed electronically or printed in hard copy.

For the development of the outreach database, the AA Team will utilize existing contacts and databases as provided by the City staff, the planning team and any other resource, as appropriate. From this, additional research will be completed in order to ensure a comprehensive listing of existing groups and key stakeholders. All existing electronic files and/or hard copies will be converted into the outreach database and maintained throughout the duration of the outreach program for ongoing use.

It is anticipated that the following database categories will be researched and maintained (but not limited to):

- City staff
- Elected officials (local, county, state and federal)
- Neighborhood and homeowner groups
- Special interest groups
- Churches
- Schools
- Hospitals
- Service clubs
- Media
- Professional associations
- Trade organizations
- Public agencies

At the City's direction, the database can also include parcel data for the entire city or segments of the city (downtown business district or targeted neighborhoods). The community outreach database will be used for all public notification of meetings and for the distribution of project material.

11.2 City Council Briefings (2)

As a first step to public outreach, the City Council must be briefed on the Circulation Element development process and associated public outreach to be completed. A set of two briefings is expected over the course of the project. The first briefing would be designed as a project introduction and review. At this time, City Council members could express their expectations, concerns and preferences for the Circulation Element, which will help guide the technical team as it moves forward with the formation of a draft Element. The second briefing would be timed so that it offers the Council the first review of the draft Element prior to any public presentations.

11.3 Public Scoping for DEIR (2)

As part of the official environmental process for the Draft Environmental Impact Report, Arellano Associates will plan, coordinate and complete at least two public scoping meetings at the commencement of the DEIR process. The purpose of these meetings will be to ensure that the outlined process and scope of analysis as presented by the technical team is acceptable to the public. The public will also have the opportunity to add any comments or concerns about the Circulation Element which should be considered during the technical evaluation process. Full meeting logistical support will include development and distribution of meeting notice, meeting agenda, hand-outs, sign-in desk and staff, meeting refreshments, directional signs, workshop set-up/break-down, and complete documentation of public comments and concerns.

11.4 Public Hearing for DEIR (2)

Once the complete set of draft alternatives have been prepared by the technical team and reviewed by City staff and City Council, the DEIR will be ready for public comment. A 45-day public comment period will be offered, which will include at least two public hearings for official oral and/or written communication from the public. Arellano Associates will be responsible for the planning, coordination and completion of these hearings. As with the scoping meetings, Arellano Associates will provide full meeting logistical support.

11.5 Collateral Material

Arellano Associates will prepare collateral material to reflect the ongoing progress and status of the Circulation Element. This will include fact sheets and e-bulletins that can be distributed to the public via direct mail and electronically. These would be simple updates that can be prepared quarterly to communicate project details and include appropriate maps, graphic information and schedules.

11.6 Website Coordination

Similarly, all public information will be automatically updated to the City's website, which should have a clear link or button for the Circulation Element. Arellano Associates will be responsible for ensuring that all public information is provided to the City's webmaster in a timely fashion and in the appropriate format for easy uploading to the website.

11.7 Team Meetings & Coordination

AA staff will maintain regular and ongoing communication with the project team and the City regarding the public outreach effort. AA staff will attend internal team meetings, as appropriate, to ensure complete outreach support and coordination.

TASK 12 – ADDITIONAL TRAFFIC ANALYSES – SERIES 11 MODEL (0% complete)

This task has been added to support the development of the Series 11 Subarea model for use in analysis efforts for the Circulation Element Update. The subtasks are described below along with the associated deliverables. This task will require close interaction and coordination with City staff throughout the modeling efforts by SANDAG and in the analysis tasks to follow.

12.1 Coordination/Support Development of Subarea Series 11 Model for Use with Circulation Element

IBI Group will assist City Staff in coordinating the development and review of SANDAG Series 11 Subarea model for use with the Circulation Element. This includes attendance at meetings, review of network and land use data, initial comparison of model results, as well as general coordination activities. It does not include the costs of SANDAG performing the modeling activities which will be performed under direct agreement between the City and SANDAG.

Deliverable(s): *Meeting Notes on Subarea Model Development as Meetings Occur with the City and SANDAG.*

12.2 Individual Model Run Review and Coordination

It is assumed that up to five alternatives will be developed with the Series 11 Subarea model. Input for network changes, review of land use changes, and confirmation of model inputs will be provided, as well as initial screen line comparisons and key segment LOS & V/C for the various runs. Results will be provided in tabular summaries and technical memorandum. This task will call for close coordination with City staff and likely some iteration of the model runs to ensure network accuracy.

Deliverable(s): *Technical Memorandum: Definition of Five Network Alternatives*
Technical Memorandum: Comparison of Preliminary Alternative Results

12.3 Analysis of New Model Runs

For this task IBI Group will conduct detailed review of the final five model runs (based on selection by the City) including 20 key intersections (AM/PM peak) analyses, segment analyses, and travel pattern review for each alternative. Results will be summarized in tabular and map forms for technical review. The effort will be similar to what was conducted under Task 3, except that this effort will represent the final comparison of Circulation Network Alternatives and results for consideration by the City, as well as selection of a proposed preferred alternative.

Deliverable(s): *Technical Memorandum: Summary of Circulation Element Alternatives Traffic Results*

12.4 Summary of Results and Potential Mitigations

This includes the write-up of results and associated traffic mitigation to achieve mobility goals for the City with appropriate graphics, maps, and tables. It is assumed a preferred circulation network will be selected by the City, and will be the primary basis for comparing the alternatives reviewed. Appropriate mitigation measures will be proposed where needed to meet City established guidelines for Circulation Network performance. The final results of this task will be incorporated into the overall Circulation Element document to be prepared under Task 9.

Deliverable: *Technical Memorandum: Summary of Potential Mitigation Measures*

12.5 Presentation Materials/Meetings

As the development of the Series 11 Subarea model proceeds and the associated traffic analyses are performed IBI Group will provide and assist in presenting materials and

appropriate PowerPoint, etc. to make presentations to Council meetings, workshops, etc. as deemed appropriate by City staff.

Deliverable:	*Presentation Materials and Attendance at Up to Four Meetings for Modeling & Traffic Results*

SCHEDULE:

The updated project schedule will largely be dependent on the timing and availability of the Subarea Model. The overall project timeline is anticipates completion of the Circulation Element Update by February 2008 with EIR tasks reaching completion in mid-2008. IBI Group, along with BRG, will establish a new schedule baseline once Series 11 regional model data is available and the development timeline of the Subarea Model can be reasonably estimated.

Amendment Request - Oceanside Circulation Element Update Program EIR

	Principal	Project Manager	Environ Analyst III	Environ Analyst II	CADD/ Graphics	Environ Analyst I	Production	Total BRG Hours	BRG Labor Cost
Task 1- Project Initiation	2	12	4	0	4	16	0	38	$4,490
Task 2 - First Screencheck Draft EIR	4	50	80	180	32	144	48	538	$49,330
Task 3 - Second Screencheck Draft EIR	2	30	24	40	16	50	32	194	$18,750
Task 4 - Draft EIR	0	16	12	24	4	16	24	96	$9,140
Task 5 - Screencheck Final EIR	2	36	20	4	8	40	30	140	$14,660
Task 6 - Draft Final EIR	0	8	12	2	2	4	8	36	$3,660
Task 7 - Final EIR	0	4	16	0	0	0	24	44	$3,900
Task 8 CEQA Findings of Fact/SOC	0	2	8	0	0	24	2	36	$3,000
Task 9 MMRP	0	2	6	0	0	8	2	18	$1,620
Task 10 CEQA Notices	0	8	0	8	0	24	4	44	$4,100
Task 11 Meetings and Hearings	4	28	12	0	0	0	0	44	$6,840
TOTAL	14	196	194	258	66	326	174	1,228	119,490
Rate ($/hr)	285	165	90	85	95	75	75		

Subconsultants (To Be Determined)	Cost
Allocated Cost for Potential Technical Studies (e.g., noise, air quality)*	$20,000
Expenses	
Mileage & Postage, delivery, miscellaneous printing	$600
First Screen Draft EIR (5 copies)	$225
Second Screen Draft EIR (5 copies)	$225
Screencheck MMRP (5 copies)	$5
Screencheck CEQA Findings (5 copies)	$5
Draft EIR (51 copies)	$3,500
Draft EIR - CD (200 copies)	$700
Screencheck Final EIR (5 copies)	$300
Draft Final EIR (5 copies)	$300
Final EIR (51 copies)	$3,000
Final EIR - CD (200 copies)	$700
Final MMRP (5 copies)	$5
Final CEQA Findings (5 copies)	$5
Total Expenses	$9,570
TOTAL PROGRAM EIR COST	$ 149,060
Authorized Negative Declaration (ND) Budget	$ 97,170
Amendment Request	$ 51,890
Total Contract Value	$ 149,060

*Required technical studies are currently unknown at this early stage of the Circulation Element Update process and will be determined based upon the circulation alternative development scenarios.

ITEM TWO
ADDITIONAL TRAFFIC ANALYSES - AMENDMENT REQUEST
Oceanside Circulation Element Update
IBI Group

30-Apr-07

Task	Title	Staff						Budget
		D. Murphy	X. Yang/L LaPointe	D. Wahl	D. Chow	Support	Hours	
T1	Coordination/Support Development of SubArea Series 11 Model	64	0	8	4	4	80	$ 9,929
T2	Individual Model Run Review & Coordinate	40	40	12	4	4	100	$ 10,506
T3	Analysis of New Model Runs	48	240	0	8	48	344	$ 28,822
T4	Summary of Results/Mitigations	64	100	12	8	24	208	$ 20,117
T5	Presentation Materials/Meetings	42	24	12	4	24	106	$ 11,053
	*Rates*1*	$ 123	$ 75	$ 135	$ 162	$ 75		
	Hours by Staff	258	404	44	28	104		
	Budget per Staff	$ 31,853	$ 30,300	$ 5,938	$ 4,537	$ 7,800		$ 80,428
							Expenses*2	$ 4,000
							BUDGET AMENDMENT - TRAFFIC SCOPE	**$ 84,428**

Notes:

*1 Rates are current for 2007.

*2 Expenses related only to additional traffic analyses - counts, mileage, postage, etc. - All expenses will be billed at cost.

[2005 Circulation Element Update: Project No. 561-775622-5241]
CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of October, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and IBI Group, 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 as follows:

The CONSULTANT shall perform, in a manner satisfactory to the City and the Deputy Public Works Director/Transportation Manager, all services in accordance with the Scope of Work attached hereto as Exhibit A and incorporate herein by this reference.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the Transportation 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 Transportation 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 Transportation Manager may delegate authority in connection with this Agreement to the Transportation Manager's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Transportation Manager delegates authority to John Amberson, Transportation Planner of the Transportation Division.

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 contracts and 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 project report.

1.1.4 Design, prepare and submit to the Transportation Manager a final project study report as described in the Scope of Work, and in the time and manner set forth in this Agreement.

1.1.5 Provide assistance to the City upon request by Transportation Manager to include the services listed below and as described by the CONSULTANT scope of work subject to the contract budget:

a. Hold regular project status meetings and provide meeting minutes for these meetings.

b. Prepare needed reports and notices for public meetings.

c. Attend public meetings with the Transportation Manager or his designees.

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

1.2.1 Provide access to any public improvement plans, records and existing reference materials or survey data currently available within the City's files needed for CONSULTANT'S reference to accomplish the project.

1.2.2 Upon request, verify the location of existing CITY owned utilities.

1.2.3 Provide all legal advertising mailings and postings required.

1.2.4 Provide overall project management.

561-775622-5241

[2005 Circulation Element Update: Project No. _____]

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 Section 2.5. 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.

2.2 CONSULTANT shall prepare and deliver 20 bound copies, 2 unbound copies and 1 electronic copy of the first draft of the Updated Circulation Element report to the Transportation Manager no later than 10 months from the Notice to Proceed. No work shall be performed by the CONSULTANT beyond the completion of the draft Updated Circulation Element until the Transportation Manager has given written approval following review and comments.

2.3 CONSULTANT shall prepare and deliver 20 bound copies, 2 unbound copies and 1 electronic copy of the final Updated Circulation Element report to the Transportation Manager no later than 12 months from the Notice to Proceed.

2.4 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Transportation Manager no later than ten (10) calendar days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due. The Transportation Manager shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.5 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, facsimile, hand delivery or mail.

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 CONSULTANT under similar conditions. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works projects.

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 Transportation 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 Transportation Manager. CONSULTANT shall be solely responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

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 Transportation 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

561-775622-5241

[2005 Circulation Element Update: Project No. _____]

General Aggregate	$ 2,000,000*
<u>Commercial General Liability Insurance</u> (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 purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the Transportation 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 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 or lawsuits for damages to persons or property arising out of the negligent acts, errors, 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, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortuous 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 Transportation 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 project report 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 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 Transportation Manager. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $299,765.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Transportation Manager. CONSULTANT shall obtain approval by the Transportation 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 Transportation Manager for verification of billings, within a reasonable time of the Transportation 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 Transportation Manager.

13.4.1 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of the final Updated Circulation Element Report to the satisfaction of the Transportation 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 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 applicable 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 hereto.

19.0 **CLAIMS.**

No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 **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:	**TO CONSULTANT:**
City of Oceanside Transportation Manager 300 North Coast Highway Oceanside, CA 92054	IBI Group David Chow, P.E., Director 18401 Von Karman Avenue, Suite 110 Irvine, CA 92612

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.

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:

CONSULTANT

By: _____
DAVID THOM, Managing Director

By: _____
DAVID CHOW, Local Director

95-326-8721
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

_____, DEPUTY
City Attorney

[2005 Circulation Element Update: Project No. 561-775622-5241]

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

State of California

County of Orange

On 8-3-05 (DATE) before me, Dee Ann Jackson (NAME/TITLE OF OFFICER-i.e."JANE DOE, NOTARY PUBLIC")

personally appeared David Chow and David Thom (NAME(S) OF SIGNER(S))

☒ personally known to me -OR- ☐ 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.

ARS1 DEE ANN JACKSON COMM. #1363883 Notary Public California ORANGE COUNTY My Comm. Expires 7/5/06 ARS1

Witness my hand and official seal.

(SEAL)

Dee Ann Jackson (SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____

OFFICER(S) _____ (TITLES)

☒PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

IBI Group

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____

OFFICER(S) _____ (TITLES)

☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document 2005 Circulation Element Update

Number of Pages 1 Date of Document Revised 10-2004

Signer(s) Other Than Named Above Steven R. Jepsen

WOLCOTTS FORM 63240 Rev. 3-94 (price class 8-2A) ©1994 WOLCOTTS FORMS, INC.
ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS

Oceanside Bicycle Master Plan Update 212 727803

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and IBI Group, 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 as follows: Provide all professional services to complete the update to the Oceanside Bicycle Master Plan. A more detailed Scope of Services for the project, as defined by CONSULTANT (dated June 25, 2007), is attached hereto as Exhibit "A" and made a part hereto.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the City Engineer 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 City Engineer, 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 City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to Nathan Mertz, Project Manager.

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 contracts and 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.

1.2 **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 Upon request, verify the location of existing CITY owned utilities.

1.2.8 Provide overall project management.

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 Section 2.4. 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.

2.2 CONSULTANT shall prepare and deliver all surveys, reports, and document submittals in accordance with the project schedule attached hereto as Exhibit "A".

2.6 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.7 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

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 CONSULTANT under similar conditions.

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 City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. 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 City Engineer.

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
Automobile Liability Insurance	$ 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 purchases 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, 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.

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of 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, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the 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 City Engineer 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

CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intende3d, 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 "A", 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 City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $145,000.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer 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 City Engineer for verification of billings, within a reasonable time of the City Engineer'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 City engineer.

13.4.1 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of Final Bicycle Master Plan Document to the satisfaction of the City Engineer.

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 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:	**TO CONSULTANT:**
City of Oceanside City Engineer 300 North Coast Highway Oceanside, CA 92054	IBI Group 701 B Street, Suite 1170 San Diego, CA 92101

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.

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:

IBI GROUP

By: _____
Mike Schibuola, IBI Group Director
STEVE SA

By: _____
David Thom, IBI Managing Director

95-326-8721
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

_____, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\Word Documents\AGREEMENTS\PROFESSIONAL SERVICES AGREEMENTS\Professional Services Agreement Long Form 2004.doc

State of California

County of Orange

On 7-5-07 (DATE) before me, Dee Ann Jackson (NAME/TITLE OF OFFICER-i.e."JANE DOE, NOTARY PUBLIC")

personally appeared Steve Schibvola (NAME(S) OF SIGNER(S)) and David Thom

☒ personally known to me -OR- ☐ 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.

DEE ANN JACKSON
Commission # 1673132
Notary Public - California
Orange County
My Comm. Expires Jul 5, 2010

Witness my hand and official seal.

(SEAL)

Dee Ann Jackson
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

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CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____

OFFICER(S) _____ (TITLES)

☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
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☐TRUSTEE(S)
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☐OTHER: _____

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(Name of Person(s) or Entity(ies))

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Title or Type of Document City of Oceanside Bicycle Master Plan

Number of Pages 1 Date of Document 7-5-07

Signer(s) Other Than Named Above Peter A. Weiss

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EXHIBIT "A"

KTU+A
Planning + Landscape Architecture

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June 25, 2007

Don Murphy, Associate
IBI Group
701 B Street, Suite 1170
San Diego, CA 92101

Dear Mr. Murphy:

Thank you for this opportunity to submit our qualifications for this project. The City of Oceanside Bicycle Circulation Master Plan Update represents another interesting challenge through which KTU+A can demonstrate our planning, communication, public participation and design skills in association with our cycling, transit planning and land use planning backgrounds.

My own cycling experience goes back 30 years involving all aspects of cycling, including commuting, cross-country touring, competitive racing, mountain bike touring and now with two children, family-oriented recreational riding. Our background in all areas of cycling has given us important insight. Over the past several years, I have been able to combine my cycling background with land use planning and transportation planning principles. John Holloway, our proposed project manager has a similarly extensive cycling background and he is also a daily bicycle commuter in an urban area. Joe Punsalan, our GIS analyst is also an avid cyclist.

CURRENT WORKLOAD AND STAFFING

KTU+A has a staff of 37 employees in our San Diego office, including eight Professional Planners, 10 Licensed Landscape Architects, eight Landscape Designers, two Irrigation Designers, four GIS Analysts, two Graphic/CAD Technicians and three Administrative/Support Personnel. Our staff resources allow KTU+A to assign qualified personnel to ensure the completion of projects in a timely and efficient manner.

Effective management of the project team is essential for completing projects within the specified time frame. KTU+A typically contracts for approximately 100 planning and landscape architecture projects a year, a very reasonable amount of work for our staff, allowing us to start and complete projects within the required time by allocating sufficient staff resources with the appropriate experience.

Project Manager John Holloway and GIS Analyst Joe Punsalan are submitting a 60 percent draft of the Imperial Beach Bikeway Master Plan this month. During the next three months, approximately 20% of their time will be dedicated to continuing efforts on that project, along with the completion of two planning studies for the Marine Corps and the initiation of another such project at MCB Camp Pendleton, leaving approximately 40 percent of their time available for this project. John, Joe and the rest of the KTU+A team can commence work on the Oceanside Bicycle Circulation Master Plan Update immediately.

RELEVANT PROJECT EXPERIENCE

- City of Carlsbad Bikeway Master Plan
- City of Chula Vista Bikeway Master Plan Update
- City of Temecula Multi-use Trails and Bikeways Master Plan
- City of Encinitas Bikeway Master Plan
- City of San Marcos Bikeway Master Plan
- City of Imperial Beach Bikeway Master Plan
- City of Poway Trails
- Roripaugh and Johnson Ranch Multi-use Trails Master Plan, Temecula
- Bayshore Bikeway, San Diego Bay
- Marshall Avenue Corridor Route Feasibility Study, El Cajon
- Lake Hodges Class 1 Trail Planning, Bike Bridge Design and I-15 Undercrossing
- San Dieguito Lagoon Class 1 Trail Planning, Bike Bridge Design and I-5 Undercrossing
- Ocean Front Walk Boardwalk Safety Study and Alternatives Recommendations
- I-15 Advance Planning Study - Land Use, Pedestrian, Bikeways and Transit Integration
- Sorrento Valley Road Closure/Multi-use Trail

BASIC SERVICES

The basic services offered under this contract will be completed to a level that will meet all SANDAG / State of California and CALTRANs standards (Bicycle Transportation Account - Code Section 891.2 Compliance) for bikeway facility projects. In addition, KTU+A will assist the Bike Committee and the City of Oceanside in providing materials in formats that will help in applying for a Bike Friendly City USA designation.

OPTIONAL SERVICES

As suggested in your RFP letter, we would like to recommend some scope modifications based on our extensive experience with this type of project. All of these added tasks are proven enhancements that have served previous clients well.

The majority of the optional services involve geographic information system (GIS) analyses of applicable project issues such as crash data (Option A1), development and implementation of a custom GIS model for evaluation and project ranking (C1 and C2), analysis of demographic data (C3), and analysis of potential route suitability (C4). At the conclusion of the project, all of these products would be provided in the desired GIS format to the City. Bicycle route mapping would also be provided in the desired GIS format.

Our GIS products are customized to address local conditions. The bicycle route suitability analysis, for example, employs an algorithm that addresses roadway width, traffic volumes, posted speed limits and other factors, but the original version developed at the University of Georgia did not address topography. Since this is obviously an issue to those of us who ride bicycles in coastal southern California, we modified the equation accordingly. All of these products are designed to integrate seamlessly into the City's GIS database to facilitate future bikeway system development.

We also offer the development of an on-line survey questionnaire (B1) in addition to the two public meetings we propose in the base contract. In our experience, these methods of obtaining

community input are both useful and we have developed sophisticated methodologies for them that have proved very useful in bikeway master plan production. Local knowledge and input has proven to be quite valuable on previous projects because no one knows their local cycling conditions better than local cyclists. On-line survey questionnaires have become a standard component of many of our planning projects.

Related to the previous optional service, soliciting input on the project from the San Diego County Bicycle Coalition (SDCBC) board has often proved invaluable (B2). We now make presentations at one of their board meetings a standard part of our bikeway projects and we would like to do so with this one in particular. Oceanside's physical location makes it the nexus of a wide-ranging and growing bicycle and transit network and expert assistance from the SDCBC board will be useful.

QUALIFICATIONS SUMMARY

To summarize, the most relevant aspects of the team's experience and approach are:

- Background in cycling, expertise in bikeway planning and commitment to the integration of recreation, land use planning, community design and non-motorized alternatives (as evidenced by our local volunteer efforts and professional experience).
- Local experience in bikeway planning including neighboring cities (Imperial Beach, San Marcos, Encinitas, Carlsbad, Chula Vista, Temecula and Coastal Rail Trail).
- Understanding and experience in the linking of land use planning, development and transit.
- Professional experience with transit systems including light rail and commuter rail corridor and station site planning projects.
- Professional experience with traffic calming projects including University Avenue Traffic Calming and Uptown 4th, 5th and 6th Avenue Traffic Calming studies and research.
- Technologically advanced computer applications for producing GIS maps, route selection, graphic production, estimating, visualization and report documentation.
- High quality graphic and publishing capabilities and writing skills.

CONCLUSION

Detailed assignments and levels of effort have been included in the professional fee. The hourly rates are included on the estimate sheets. KTU+A will honor the estimate for a period of 90 days.

Again, thank you for this opportunity. We are excited about this project and feel confident that our planning and design experience, coupled with our cycling experience, will result in a high quality, technically correct, and implementable master plan. We look forward to meeting with you directly to present our qualifications and approach.

Respectfully Submitted:

Michael L. Singleton, ASLA, AICP
Principal and Planning Director
RLA 2386

City of Oceanside Bicycle Master Plan Update

7/3/07

	TASK DESCRIPTIONS	KTU+A STAFF		
		Principal Singleton $160	Senior Assoc. Planner Holloway $130	GIS / Planner Punsalan $110
1	**PROJECT INITIATION**			
A	Staff Kick-off Meeting (Staff/Working Group Meeting #1)	4	4	6
B	Identify data needs, collect and review		2	6
C	Summarize Task Group 1 - Technical Memo #1	2	8	4
	Sub-total Hours	6	14	16
	Sub-total Costs	$960	$1,820	$1,760
	TOTAL TASK GROUP COSTS			$4,540
2	**ANALYSIS OF EXISTING BIKEWAY FACILITIES**			
A	Review current and proposed bicycle plans, inventories and policies		8	6
B	Identify street conditions of major and minor parallel streest related to bike use		4	4
C	Identify access to transit sites and inter-modal transfer points			4
D	Identify gaps in existing regional bikeway facilities		4	4
E	Identify existing bikeway hazards		3	3
F	Analyze safety and security		3	2
G	Review usage and activity centers		3	3
H	Identify level of service of recreational, commuter and student use		4	4
I	Review maintenance of bikeway facilities		6	6
J	Design and implementation of at least one form of public input, potentially including, but not limited to "take-one" mail-in user surveys or intercept surveys of bikeways and facility users within the City.		8	2
K	Coordinate with City GIS staff on available data			2
L	Collect and process land use database			4
M	Collect and update street network and base map			4
N	Collect and process street classifications and ADT			4
O	Create and update existing bikeway facilities in GIS format			6
P	Collect and process transfer point analysis/transit connections		2	4
Q	Site Reconn. to review routes, conditions and use levels	4	32	32
R	Working Group Meeting #2		4	4
S	Create composite map of existing bike facilities in electronic, large scale and brochure formats			16
T	Summarize Task 2 - Technical Memo #2	2	12	12
	Sub-total Hours	6	93	126
	Sub-total Costs	$960	$12,090	$13,860
	TOTAL TASK GROUP COSTS			$26,910
3	**SURVEY OF EXISTING BIKE MAPS, TRAILS AND REGIONAL PLANS**			
A	**Review Regional Documents**			
	SANDAG regional bike map, MCTD Short Range Transit Plan, adopted bikeway plans (Vista, Carlsbad and San Diego County)		8	2
B	**Review Relevant City Documents**			
	Master Plans for recreation, circulation and transportation, adopted General Plan and related elements, zoning ordinances, transportation demand management, CIPs, circulation element updated materials		24	8
C	Surveys of planned local bikeways		8	8
D	Conformance of current plan with State standards		8	
E	Identify facility needs (Working Group Meeting #3)		4	6
F	Prepare graphics for Community Workshop		6	8
G	Conduct Community Workshop #1	4	6	6
H	Create overlay map of proposed and planned bikeway projects			8
I	Summarize Task 3 - Technical Memo #3	2	12	12
	Sub-total Hours	6	76	58
	Sub-total Costs	$960	$9,880	$6,380
	TOTAL TASK GROUP COSTS			$17,220

4	ADDITIONAL RECOMMENDED PROJECTS			
	Evaluate recommended projects based on:			
A	Adequate access to activity centers and transit sites		2	2
B	Gap closures and route connectivity		2	2
C	Support facilities implemented through the Transportation Development Act (SB 325)		2	2
D	Continuous right-of-way		2	2
E	Roadways to accommodate bikeways		2	2
F	Regional significance		2	2
G	Aesthetic attributes		2	2
H	Cost effectiveness		2	2
I	Safety and security		2	2
J	Prepare graphics for Community Workshop		6	6
K	Conduct Community Workshop #2	4	8	8
L	Incorporate workshop comments into the route analysis		4	12
M	Create composite map of recommended, existing, planned and programmed bike facilities		2	8
N	Working Group Meeting #4		4	6
O	Summarize Task 4 - Technical Memo #4	2	12	12
	Sub-total Hours	6	54	70
	Sub-total Costs	$960	$7,020	$7,700
	TOTAL TASK GROUP COSTS			$15,680

5	ANALYSIS OF PLANNED AND RECOMMENDED ROUTES			
A	Develop project prioritization based on the list of criteria established in Task 4		8	
B	Projects and programs analysis of the following; estimate the ridership, construction cost, safety and security issues, liability and enforcement, operations and maintenance cost, air quality benefits, and TDM/trip reduction for each project		16	4
C	**Based on criteria established from Task 3 and 4, and with any additional concern from SANDAG staff or regional Bicycle Advisory Committee, develop a schedule of fundable projects in the next:**			
C1	10-Year Plan		12	
C2	30-Year Plan		12	
D	Categorize the project list by types, gap closure, bicycle amenities or programs and by classification type - Class I, Class II or Class III		8	2
E	Working Group Meeting #4		4	6
F	Develop support facilities and amenity guidelines		12	12
G	Summarize Task 5 Matrix - Technical Memo #5	2	12	12
	Sub-total Hours	2	60	32
	Sub-total Costs	$320	$7,800	$3,520
	TOTAL TASK GROUP COSTS			$11,640

6	DRAFT AND FINAL PLAN			
A	Prepare draft Master Plan report	2	40	40
B	Final presentation to Council	4	8	8
C	Final Working Group Meeting #6		4	6
D	Prepare final Master Plan report	2	30	30
	Sub-total Hours	8	82	84
	Sub-total Costs	$1,280	$10,660	$9,240
	TOTAL TASK GROUP COSTS			$21,180

LABOR TOTAL - KTU+A $97,170

City of Oceanside Bicycle Master Plan Update

		Rough Plots	Presentation Exhibits	Workshop Handouts	Report Graphics	Copies of Reports
7	**MATERIAL COSTS**					
A	Technical Memo #1	$50			$25	$50
B	Technical Memo #2	$50			$25	$50
C	Technical Memo #3	$50			$25	$50
D	Technical Memo #4	$50			$25	$50
E	Technical Memo #5	$50			$25	$50
F	Existing Bikeway Map		$50			
G	Proposed and Planned Bikeway Map		$50			
H	Workshop Materials		$200	$300		
I	Draft Master Plan (15 Hardcopies)				$50	$400
J	Final Presentation		$100	$123		
K	Final Master Plan (25 hardcopies)				$50	$600
	Sub-total Costs	$250	$400	$423	$225	$1,250
	TOTAL MATERIAL COSTS					$2,548
	TOTAL LABOR COSTS					$97,170
	GRAND TOTAL BASE CONTRACT COSTS					$99,718

		KTU+A STAFF			
		Principal Singleton $160	Senior Assoc. Planner Holloway $130	GIS / Planner Punsalan $110	Web Design GIS Kinsman $100
8	**OPTIONAL SERVICES**				
A	**ANALYSIS OF EXISTING BIKEWAY FACILITIES**				
A1	Collect and process GIS crash data			6	
B	**SURVEY OF EXISTING BIKE MAPS, TRAILS AND REGIONAL PLANS**				
B1	Development of an online survey	2		2	10
B2	Prepare and present project and status to the San Diego County Bicycle Coalition		4	6	
C	**ADDITIONAL RECOMMENDED PROJECTS**				
C1	Development of a GIS model for Evaluation and Project Ranking	2	2	36	
C2	GIS Evaluation and Ranking of Potential Routes	2	4	36	
C3	Collect and process GIS demographic data (Population, Bike-to-work, Employment) to determine future needs			8	
C4	Suitability Analysis of selected recommended routes		8	8	
	Sub-total Hours	6	18	102	10
	Sub-total Costs	$960	$2,340	$11,220	$1,000
	TOTAL TASK GROUP COSTS				
	LABOR OPTIONS TOTAL - KTU+A				$15,520
	GRAND TOTAL BASE COSTS with OPTIONAL SERVICES				$115,238
	IBI Administration and Circulation Element Integration				$29,762
	Total Full Contract				$145,000

PROPOSED SCOPE OF WORK

Task 1 - PROJECT INITIATION

To begin this project, the team will conduct a kick-off meeting to identify data needs and to clarify project scope and tasks. This first meeting will also be the first City of Oceanside Bicycle Master Plan Working Group meeting. Also at this time, once data has been received, it will be reviewed and processed, if necessary, and collection of additional data will begin in Task 2. Technical Memo #1 will summarize the initial phase.

Task 2 - ANALYSIS OF EXISTING BIKEWAY FACILITIES

In Task 2, KTU+A will analyze existing bikeway facilities. Initial site reconnaissance will be performed to review routes, conditions and use levels. Tasks include reviewing current and proposed bicycle plans, inventories and policies, identifying street conditions of major and minor parallel streets related to bike use, access to transit sites and inter-modal transfer points and gaps in existing regional bikeway facilities. Analysis of safety and security, as well as existing bikeway hazards, will be conducted at this time. Other tasks include reviewing usage and activity centers, maintenance of bikeway facilities and identifying level of service of recreational, commuter and student use.

Coordination with City of Oceanside GIS Staff will include the collection and processing of GIS data such as average daily traffic (ADTs), street classifications, proposed bicycle facilities and existing and proposed land use. Once data has been collected, an updated base map will be created to include existing and proposed bikeway facilities, the street network and any other necessary graphics needed for field work and further analysis. A composite map of existing bike facilities in electronic, large scale and brochure formats will also be created.

At least one form of public input will be developed in this phase, potentially including, but not limited to "take-one" mail-in user surveys or intercept surveys of bikeways and facility users within the City. Working Group Meeting #2 will be conducted once all the initial field investigations and analysis has been completed. A time frame will need to be established for the first community workshop. Technical Memo #2 will summarize the second task.

Task 3 - SURVEY OF EXISTING BIKE MAPS, TRAILS AND REGIONAL PLANS

Task 3 will involve primarily reviewing existing documents, reports and plans related to the Bicycle Master Plan, as well as conducting the first community workshop. Regional documents to be reviewed can include, but are not limited to, the SANDAG regional bike map, MCTD's Short Range Transit Plan and the adopted bikeway plans of Vista, Carlsbad and San Diego County. Relevant City documents include, but are not limited to, master plans for recreation, circulation and transportation, the adopted General Plan and related elements, zoning ordinances, transportation demand management, CIPs and circulation element updated materials. Another item to be analyzed will be the conformance of the current plan with State standards.

Based on comments and suggestions from the previous Working Group meeting, KTU+A will begin preparing graphics for the first community workshop. A map of proposed and planned bikeway projects will be created for both the community workshop and the Working Group meeting. The community workshop will then be conducted to gather public concerns and suggestions. After the community workshop, Working Group meeting #3 will be scheduled to discuss the public comments and additional topics. A time frame will need to be established for the second community workshop. Technical Memo #3 will summarize the third task.

Phase 4 - ADDITIONAL RECOMMENDED PROJECTS

The evaluation of additional projects will be the primary focus of Task 4. The evaluation process includes identifying adequate access to activity centers and transit sites, gap closures and route connectivity, support facilities implemented through the Transportation Development Act (SB 325),

continuous right-of-way, roadways to accommodate bikeways, regional significance, aesthetic attributes, cost effectiveness and safety and security.

KTU+A will also begin preparing graphics for the second community workshop. Included in this workshop will be a composite map of recommended, existing, planned and programmed bike facilities for public comment, as well as discussion in the next Working Group meeting. The second and final community workshop will be conducted at this time. Working Group meeting #4 will then be scheduled to discuss public comments and additional topics. Technical Memo #4 will summarize the fourth task.

Task 5 - ANALYSIS OF PLANNED AND RECOMMENDED ROUTES
Task 5 will be primarily the analysis of planned and recommended routes for the City of Oceanside Bicycle Master Plan. KTU+A will prioritize projects based on the list of criteria established in Task 4. Additional analysis includes estimating ridership, construction costs, safety and security issues, liability and enforcement, operations and maintenance cost, air quality benefits, and TDM/trip reduction for each project. Based on criteria established from Task 3 and 4, and addressing any additional concerns from SANDAG staff or the regional Bicycle Advisory Committee, KTU+A will develop a schedule of fundable projects within the next 10-Year Plan and 30-Year Plan. The project list will then be categorized by types, gap closures, bicycle amenities or programs, as well as by classification type: Class I path, Class II lane or Class III route.

Working Group meeting #5 will be conducted to review the results of the analysis. Support facilities and amenity guidelines will be developed at this time. Technical Memo #5 will summarize the fifth task.

Task 6 - DRAFT AND FINAL PLAN
Task 6 will initiate the preparation of the draft master plan report. A final presentation to City Council will be held at this time. Working Group meeting #6, which will also be the final Working Group meeting, will be held to discuss final comments and suggestions prior to the development of the final master plan report. KTU+A will then prepare the final City of Oceanside Bicycle Master Plan report.

Task 7 - OPTIONAL SERVICES
Optional services provided by KTU+A include collecting and processing GIS crash data, developing an online survey for public comment, and preparing and delivering a presentation on project status to the San Diego County Bicycle Coalition. For the selection criteria of recommended projects, a GIS model for evaluation and project ranking will be developed. Other GIS tasks include the evaluation and ranking of potential routes and the collection and processing of GIS demographic data (population, bike-to-work and employment) to determine future needs. A bicycle suitability analysis will be conducted for selected recommended routes.