

# STAFF REPORT



ITEM NO. 13  
CITY OF OCEANSIDE

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DATE: August 12, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 2 IN THE AMOUNT OF \$129,695 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE IBI GROUP TO COMPLETE THE CIRCULATION ELEMENT UPDATE WITH ADDITIONAL ALTERNATIVES**

## **SYNOPSIS**

Staff recommends that the City Council approve Amendment 2 in the amount of \$129,695 to the professional services agreement with The IBI Group of San Diego to update the City's Circulation Element adding additional alternatives to the scope of work; and authorize the City Manager to execute the amendment.

## **BACKGROUND**

On August 3, 2005, the City Council approved a professional services agreement to update the City's Circulation Element.

A revised scope of work to include a programmatic Environmental Impact Report (EIR) and to revise the traffic analysis using the new SANDAG Series 11 transportation model was approved by City Council on August 13, 2007. The total budget appropriated for the Circulation Element update is \$436,083.

## **ANALYSIS**

The consultant was initially tasked with development and analysis of five (5) model alternatives. During the time the SANDAG Series 11 model was being updated, the City moved forward with several network improvement projects which include the College Boulevard Widening study, the Melrose Drive Extension EIR between SR-76 and North Santa Fe Avenue, the removal of Melrose Drive extension between SR-76 and North River Road, the possible removal of the Pala Road extension between Los Arbolitos Boulevard and Foussat Road, the Mission Avenue One-Way Couplet traffic study, and the Coast Highway Vision Plan corridor study.

As a result of these additional, significant projects, the Circulation Element Update now requires that a total of five (5) baseline and fourteen (14) network alternatives be evaluated. Twelve of the model alternatives were recently completed by SANDAG in March of 2009 and include alternatives for both College Boulevard and Melrose Drive extensions. However, the model alternatives for the Mission Avenue One-Way Couplet study are being completed by the City Redevelopment Agency's consultant (Kimley-Horn and Associates), and the results will be provided to the IBI Group for review and inclusion into the Circulation Element. Additionally, the Pala Road extension baseline alternative will need to be analyzed with SR-76 as six (6) and four (4) lanes. For the Coast Highway Corridor study, model alternatives will also need to be developed by IBI Group and submitted to SANDAG for modeling. A detailed review and analysis of the Coast Highway study area will be completed by September of this year.

An EIR Notice of Preparation and related public scoping meetings for the Circulation Element Update will be initiated this September. Staff will bring forward the completed EIR for the Circulation Element Update to the City Council in March of 2010.

### **FISCAL IMPACT**

The \$129,695 needed to complete the Circulation Element Update will be acquired from the Citywide Transportation Circulation Update (9015562200561). There is currently a balance of \$367,126 in account (9015562200561) with \$206,031 of budget needed to complete the existing contract.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will continue to be met.

### **COMMISSION OR COMMITTEE REPORT**

Does not apply.

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

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

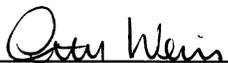
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 2 in the amount of \$129,695 to the professional services agreement with The IBI Group of San Diego to update the City's Circulation Element adding additional alternatives to the scope of work; and authorize the City Manager to execute the amendment.

PREPARED BY:

  
\_\_\_\_\_  
John Amberson  
Transportation Planner

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

David DiPierro, City Traffic Engineer

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director

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Attachments:  
Scope of Work  
Budget  
Schedule  
Amendment 2

**CITY OF OCEANSIDE  
AMENDMENT #2 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Circulation Element Update Amendment**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 12th day of August, 2009, 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 5<sup>th</sup>, 2005 and Amendment #1 dated August 13<sup>th</sup>, 2007 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 the Coast Highway Vision Plan Corridor and incorporation of additional model alternatives in 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. Coast Highway Vision Plan Corridor Study: Additional traffic analysis for the Coast Highway Corridor will be analyzed as described in the Coast Highway Vision Plan as a four-lane secondary arterial and a two-lane roadway with roundabouts in order to determine appropriate service standards and related impacts. A General Plan Amendment for the reclassification of Coast Highway as a two-lane roadway with roundabouts will be determined as part of the Circulation Element Update.
2. Incorporation of Additional Model Alternatives: Additional model alternatives that include the potential widening of College Boulevard, Melrose Drive extensions, the Mission Avenue One-Way Couplet study, and the Pala Road extension shall be analyzed and included as part of the Circulation Element Update.

## **Circulation Element Update Amendment #2: No. 561-775622-5241**

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

**SECTION 2.0, TIMING REQUIREMENTS:** Is hereby amended to allow 8 months (August 2009 to March 2010) 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 6 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 8 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 March 31st, 2010.

**SECTION 13, COMPENSATION:** Is hereby amended by adding an amount of \$129,695 needed to complete the Circulation Element Update, increasing the total compensation to an amount not to exceed \$565,778.

**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 \$565,778.

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 13.2:** CONSULTANT shall maintain accounting records including the following information:

**SECTION 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.

**SECTION 13.2.2:** All incidental expenses including reproductions, computer printing,

**Circulation Element Update Amendment #2: No. 561-775622-5241**

postage, mileage and subsistence.

**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 6 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 (10/5/2005) and amendment #1 (8/13/2007) 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:**

CITY OF OCEANSIDE  
CITY ENGINEER  
300 NORTH COAST HWY.  
OCEANSIDE, CA 92054

**TO CONSULTANT:**

The IBI Group  
Don Murphy, 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

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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.

**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 City Engineer is hereby replaced with the City Traffic Engineer whenever the title appears in the agreement.

Except as expressly set forth in this amendment, the agreement, including the first amendment, shall remain in full force and effect and is hereby ratified and reaffirmed. If any provisions herein directly conflict with the provisions of the agreement, then this amendment shall prevail.

**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 12th day of August, 2009.

IBI Group

CITY OF OCEANSIDE

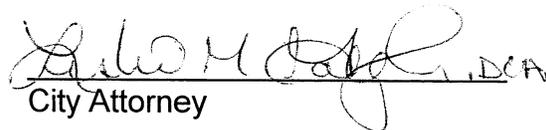
By:   
\_\_\_\_\_  
David Thom, Managing Director

By: \_\_\_\_\_  
Peter Weiss, Int. City Manager

By:   
\_\_\_\_\_  
Steve Schibuola, Local Director

APPROVED AS TO FORM:

95-326-8721  
\_\_\_\_\_  
Employer ID No.

  
\_\_\_\_\_  
City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange }

On 7-14-09 before me, Dee Ann Jackson, Notary  
Date Here Insert Name and Title of the Officer

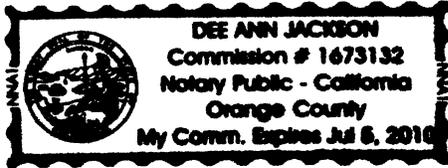
personally appeared Steve Schibuolq  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Dee Ann Jackson  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Oceanside Amend #2 Prof Services Agree

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Steve Schibuolq

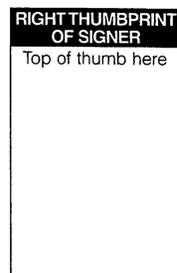
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: IBI Group

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

## **Oceanside Circulation Element Update**

### **Amendment #2**

#### **Scope of Work**

**June 9, 2009**

The Circulation Element project team has been working to update the Oceanside Circulation Element based on the revised scope of work approved in August 2007. The revised scope of work included preparing a programmatic Environmental Impact Report (EIR) and revising the Circulation Element traffic analysis with the new series model in addition to original tasks. Originally, Series 10 subarea model had been used to create preliminary model runs and alternatives that were prepared and presented to City Council and staff. At the request of City Council, the Circulation Element traffic analysis was to be re-analyzed using the upcoming Series 11 Subarea model.

The project team was tasked to assist the City in the review and development stages of the Series 11 Subarea model for Oceanside. This included the attendance of meetings, review of the existing and future model network, development of model alternatives, review of initial model results, and coordination activities. IBI Group worked closely with the City to review each iteration of the Series 11 Subarea model, facilitate communication between the City and SANDAG for model revisions, and continue with project management and support throughout the model update process. More than a year after the anticipated completion date, the Series 11 Subarea model was completed by SANDAG in January 2009 to the satisfaction of the City of Oceanside and surrounding North County cities.

In addition to the development and review of the Series 11 model, the project team was tasked to develop five alternatives (including one baseline). During the time the model was being updated, the City moved forward with several network improvement projects which include the College Boulevard widening project, the Melrose Drive extension project, the Mission Avenue one-way couplet project, and the Coast Highway Vision Plan which reduces it to two-lanes with roundabouts at key intersections. In addition, the City has requested that the Pala Road connection be analyzed in the Circulation Element's baseline as both in and out. After discussions with City staff, it was decided to include all of these projects as part of the model alternatives for the Circulation Element update.

The Circulation Element update has resulted in five (5) baselines and 14 alternatives to be evaluated. Twelve of the model alternative runs were recently completed by SANDAG in March 2009. The model alternative(s) for Mission Avenue are being conducted by the City's consultant and the results will be provided to IBI Group for review and inclusion into the Circulation Element. The Pala Road (no connection) baseline alternative will be conducted with SR76 as 6 lanes and 4 lanes. The Coast Highway model alternatives will be determined with City staff and refined before submitting a detailed memo, map, and tables to SANDAG to run the model alternatives. A detailed review and analysis of the Coast Highway study area will be conducted in a separate corridor study which will be used for Circulation Element purposes.

Due to the delay in completion of the Series 11 Subarea model and the evolution of additional Oceanside network improvement projects, the model alternative runs and traffic analysis were delayed. Given the

length of time to complete the Series 11 Subarea model and the additional model alternatives developed, much of the time and budget previously approved was utilized at the direction of City staff on extensive model review and coordination, additional model alternative development, and overall project support and management for the City. To complete the update of the Circulation Element given the requests by the City, further support in addition to the remaining budget for the additional coordination and traffic analysis associated with the additional alternatives is needed. We request an amendment to our scope and budget which includes the completion of the following tasks that have been expanded due to the additional number of model alternatives and network improvements:

### **CIRCULATION ELEMENT UPDATE**

#### **Task A1: Project Management and Meetings/Coordination**

IBI Group will continue to provide on-going support and project management until the completion of the Circulation Element update in December 2009. IBI Group will attend meetings specific to the Circulation Element update with City staff in support and review of traffic analysis and the model selection process for the new baselines and alternatives. Monthly coordination or conference calls (as deemed appropriate) with the City will be conducted to provide project status and updates.

The on-going project management and meetings for the Circulation Element update will also include the Coast Highway corridor study. Monthly coordination and review of traffic analysis and models will be conducted in coordination with the Circulation Element update meetings. However, at least one meeting will be held with the Planning Department to specifically discuss the Coast Highway Vision Plan land use assumptions for the corridor analysis.

#### **Task A2: Existing Conditions Analysis**

IBI Group will work with the City to clearly identify the intersections and roadway segments to be analyzed as part of the Circulation Element update. Based on our discussions and preliminary selection of intersections and segments with the City, we assume that the study area will consist of approximately 40 intersections and segments. Due to the unforeseeable project delays, it is necessary to update existing counts at several key locations throughout the City. IBI Group will commission new traffic counts at up to 15 intersections and 20 segments and work with the City to determine which intersections and segments should be counted to provide up-to-date information. The intersection counts will be conducted for the AM (7-9) and PM (4-6) peak hours. The segment counts will be conducted for 48-consecutive hours. The LOS analysis for the new intersections and segments will be performed in accordance with the latest HCM guidelines using tools such as Synchro (*version 7*) for intersection analysis.

#### *Deliverables:*

- Graphics that depict existing intersection and street segment configurations and traffic volumes.
- Technical Memo with summary of analysis results with appropriate tables and appendices.

#### **Task A3: Review Mission Avenue Model Alternatives and Analysis Conducted**

IBI Group will review all work performed by the consultants preparing the traffic analysis for the Mission Avenue project. The model output and technical analysis performed for the project will be reviewed to

assess the impacts on the network and determine if any of the network changes bring forth significant impacts that require the alternatives to be considered in the Circulation Element detailed alternative analysis. If the Mission Avenue analysis results in significant impacts to other Circulation Element roadways or a General Plan amendment be recommended, the network changes will be incorporated into the other model alternatives already conducted.

#### **Task A4: Develop and Review Pala Road Model Alternative**

Based on the direction of City staff, IBI Group will assess the impacts of not providing the Pala Road connection for two baseline alternatives. The Pala Road no connection alternative will be analyzed for SR76 as 6 lanes and 4 lanes for the Circulation Element. IBI Group will review the model output and determine if the Pala Road network change brings forth significant impacts to the network that affect the 12 model alternatives already conducted by SANDAG in January 2009 and additional model alternatives conducted for Mission Avenue and Coast Highway. Significant changes to the network from the Pala Road model runs will be incorporated into the 14 model alternatives (includes Mission Avenue and Coast Highway alternatives) and detailed alternative analysis. The methodology to incorporate the Pala Road no connection alternative changes into the 12 model alternatives and detailed alternative analyses will be discussed with the City.

It is assumed that the City will coordinate with SANDAG to commission the Pala Road baseline alternative model plots. However, the City has the option to direct IBI Group to commission the model plots directly with SANDAG which is outlined as an optional direct cost within the budget.

#### **Task A5: Review Analysis Conducted for College Blvd and Melrose Drive Projects**

IBI Group will review all work performed by the consultants preparing the traffic analyses for the College Boulevard and Melrose Drive projects. The model output and technical analysis performed for the two projects will be reviewed to assess the impacts on the network and determine if any of the network changes bring forth significant impacts that require the alternatives to be considered in the Circulation Element detailed alternative analysis.

#### **Task A6: Model Alternative Review and Selection Process**

IBI Group, in coordination with the City, has reviewed the 3 baseline and 12 alternative model plots completed by SANDAG in March 2009 focusing on the model network. IBI Group will review the two Pala Road no connection baseline alternatives and the two additional alternative model plots for the Mission Avenue project and Coast Highway Vision Plan once conducted by SANDAG. IBI will review all volume plots which include the 4 additional baselines and 9 additional model alternatives for reasonable correlation with land use growth forecasts for the area. In addition, the two model runs that do not include the Pala Road connection will be reviewed for incorporation into the 12 model alternatives that assume the complete connection of Pala Road once the new model runs are performed by SANDAG. The review of the volume plots will also involve evaluating each model alternative and identifying specific areas and/or corridors that have existing or future deficiencies and calculating the LOS and V/C for specific segments.

After identification of the deficient areas and corridors, IBI Group, in coordination with the City, will refine the 14 model alternatives (includes the 9 new alternatives and the potential impacts without the Pala Road

connection) and determine which alternatives present a scenario(s) significant enough for further evaluation and analysis for up to five alternatives.

*Deliverables:*

- Meeting with the City to review and discuss the 14 alternatives and then select five alternatives to be further analyzed.
- Memo outlining the deficient areas and corridors with appropriate tables and figures depicting volumes for study area segments.

**Task A7: Post-Processing Model Alternatives**

IBI Group will evaluate the current and forecasted traffic volumes focusing on the key study area intersections and segments as identified with the City for the five selected alternatives. The Series 11 Subarea model is calibrated using year 2003 traffic counts. Traffic volumes obtained from the model will be post-processed for each segment within the study area to ensure reasonableness for use within the traffic impact analysis. Post processing will be conducted using similar methodologies to the NCHRP-255 technical report published by the Transportation Research Board.

*Deliverables:*

- Memo that explains post-processing methodology.
- Graphics depicting post processed traffic volumes for City review.

**Task A8: Analysis of Alternatives**

IBI Group will conduct a detailed analysis of the final selected baseline and alternatives (up to 5 alternatives and one baseline). In addition, the Coast Highway corridor analysis (outlined in Tasks B1-7) will be used as input for the detailed analysis. The traffic analysis will be performed to evaluate the traffic operations at all study area intersections and street segments that will include intersection and street segment LOS analysis. The traffic analysis would include:

- a) A description and analysis of the selected Baseline Year 2030 traffic conditions utilizing the post-processed SANDAG Series 11 Combined North County Model.
- b) A description and analysis of the forecasted Alternative traffic conditions utilizing the post-processed SANDAG Series 11 Combined North County Model.

IBI Group will follow the City's guidelines on conducting traffic analysis and determining significant impacts to street segments and intersections. IBI Group will conduct analysis of intersections within the prescribed study area using traffic analysis tools such as Synchro for intersections.

*Deliverable:*

- Memo that summarizes the baseline and alternative analysis with the appropriate tables, figures, and appendices.

#### **Task A9: Mitigation Analysis**

IBI Group will conduct the traffic analysis and identify areas where significant impacts would occur and require mitigation. A proposed list of mitigation plan alternatives will be presented to the City for discussion and review for each of the five selected alternatives. IBI Group will conduct a Strategic Planning Session with the City to present the list of mitigation alternatives to determine which alternatives would be most desirable and capable of implementation and meet the City's established guidelines for overall network performance. IBI Group will analyze up to five mitigation alternatives at a high-level segment analysis based on the recommendations of the Strategic Planning Session with the City. After the high-level mitigation analysis is complete, IBI will work in coordination with the City to select up to two mitigation alternatives to be analyzed in further detail.

After the completion of the two detailed intersection and segment mitigation alternative analyses, IBI Group will present the analysis results to the City staff and/or the Transportation Commission. IBI Group will work with the City to select one Preferred Mitigation Alternative that would be most desirable and reflects the overall circulation and network standards of the City.

After the mitigation analysis is complete and the preferred alternative is selected, IBI Group will provide a summary of the results and associated mitigation required to achieve the mobility goals for the City. It is assumed one preferred baseline circulation network will be selected by the City, and will be the primary basis for comparing the alternatives to be reviewed.

##### *Deliverables:*

- Strategic Planning Session with the City to determine Mitigation Alternatives.
- Meeting with the City staff and/or Transportation Commission to present 2 detailed Mitigation Alternatives.
- Memo outlining selected mitigation and mitigation analysis results with appropriate tables, figures, and graphics.

#### **Task A10: Traffic Report**

IBI Group will compile a detailed traffic analysis report with the appropriate tables, figures, and appendices for submittal to the City for review. Upon City review, IBI Group will make the appropriate revisions to the report and submit final hard copies and an electronic copy to the City. The final results of the complete traffic analysis will be incorporated into the overall Circulation Element.

##### *Deliverables:*

- Draft Report Copies (Electronic version and up to 15 hard copies submitted for City review & comment)
- Final Report Copies (Electronic version and up to 15 hard copies submitted. Final results to be incorporated as a chapter in the Circulation Element)

#### **Task A11: Presentation Materials / Public Meetings**

IBI Group will provide presentation materials and assist the City in presenting materials and PowerPoint presentations for up to four City Council meetings, public workshops, or Transportation Commission

meeting, as deemed appropriate by City staff. At least one of these four meetings will be a workshop with City Council or Transportation Commission to present the Circulation Element Mitigation Alternatives. If requested, one of the four meetings could also be held with City Council or the Transportation Commission to present the Coast Highway corridor analysis results.

*Deliverable:*

- Presentation Materials and Attendance at up to four (4) meetings for modeling and traffic analysis results.

**Task A12 (Optional Task): Additional Model Runs and Analysis Requested by City staff**

IBI Group will coordinate and review up to two additional model alternatives beyond the 14 alternatives if requested by City staff. This may become necessary depending on input received from the City's Transportation Commission and/or City Council.

The additional analysis includes reviewing the two alternative networks for accuracy and the volume plots for reasonable correlation with the land use growth in the area. IBI Group will post-process the volumes to be used for detailed traffic analyses of the intersections and segments, as identified by the City.

IBI Group will meet with the City to discuss the two additional model alternative analyses and potential mitigation required for the alternatives. IBI Group will work with the City to create mitigation alternatives for the two additional model alternatives

After the completion of the two additional mitigation alternative analyses, IBI Group will present the analysis results to the City staff and/or City Council. IBI Group will then work with the City to select a Preferred Alternative that would be most desirable for incorporation into the Circulation Element.

The completion of this optional task would require an additional \$9,874. This amount assumes that the additional model runs will be conducted by the City. However, IBI can commission the additional model runs with SANDAG at the direction of the City.

*Deliverables:*

- Up to 2 meetings with City staff (one to discuss and present the mitigation alternatives)
- Memo outlining selected mitigation and mitigation analysis results with appropriate tables, figures, and graphics.
- One Presentation to City Council

## **COAST HIGHWAY CORRIDOR STUDY**

The goal of the Coast Highway Vision Plan is to enhance and revitalize Coast Highway in Oceanside. The Plan serves as the blueprint for future growth within the Coast Highway corridor and associated Planning Areas. Based on the information found within the Vision Plan and discussions with City staff, it is understood that the entire stretch of Coast Highway within the city limits is proposed to be reduced from four-lanes to two-lanes with roundabouts at key intersections. In order to fully understand the effects of these changes, a corridor study shall be completed that includes the following tasks:

### **Task B1: Update Land Use Tables**

IBI Group will work with the City and SANDAG to obtain the existing and proposed land uses tables for the Coast Highway Vision Plan study area. It is necessary to review the existing and future land uses tables within the SANDAG model for the Coast Highway Vision Plan study area. As part of the transportation planning modeling process, these data points are used to estimate trip generation within the model. Using those estimates, traffic assignments for the study area's roadway network are developed. This process identifies roadway capacity overloads and areas of future possible congestion which could dictate the intensity of development allowed to occur on Coast Highway.

In coordination with the Planning department at the City, IBI Group will work to refine and update the land use tables within the model to ensure they accurately reflect the Coast Highway Vision Plan goals provided as input to SANDAG for the model runs. IBI Group will work with the City's Transportation and Planning departments to determine the appropriate baseline model alternative to use for the corridor analysis.

#### *Deliverable:*

- Memo outlining the land use assumptions used for the Baseline model alternative to be performed by SANDAG.

### **Task B2: Develop Model Alternative**

The City Council approved the Coast Highway Vision Plan Alternative 2 option, which assumes Coast Highway Vision Plan future land uses and Coast Highway as a two-lane roadway with one-lane roundabouts at key intersections. We propose to run model alternatives for Year 2030 conditions for:

- a) Baseline – assumes existing land use tables/zoning with Coast Highway as four lanes (the Circulation Element baseline model run will be used – the exact baseline will be determined upon discussion with City staff)
- b) Approved Alternative 2 - assumes Coast Highway Vision Plan future land uses and Coast Highway as two-lanes with one-lane roundabouts at key intersections

IBI Group will confirm the proposed network changes and roundabout locations with City staff before preparing a memo with the appropriate graphics to discuss with SANDAG for running the model alternative.

#### *Deliverable:*

- Memo outlining the network assumptions used for the baseline and model alternative to be performed by SANDAG.

### **Task B3: Data Collection and Research**

IBI Group will visit the Coast Highway Vision Plan study area to confirm existing conditions with respect to existing local area development, roadway striping, speed limits, curb-to-curb widths, and observing traffic patterns/areas of congestion in order to verify our overall understanding of traffic conditions in the localized area. At a minimum, the data collection efforts will include Coast Highway, Cleveland Street, Tremont Street, and Freeman Street within the study area.

IBI Group will work with the City to clearly identify the study area intersections and segments to be analyzed in addition to the proposed roundabout locations. Based on a review of the study area and Coast Highway Vision Plan concepts, it is recommended that the study area include up to 27 intersections and 25 segments. A preliminary selection of the study area intersections are shown in Figure A but can be modified based on discussions with the City. IBI Group will utilize all available intersection and segment counts (within a year) from the City and commission up to 15 new intersection (includes pedestrian and bicycle counts) and 18 new segments within the study area for analysis. The intersection counts will be conducted for the AM (7-9) and PM (4-6) peak hours. The segment counts will be conducted for 48-consecutive hours. The traffic volume data will be utilized in the existing traffic analysis and developing post-processed future intersection turning movement volumes for the project.

#### *Deliverable:*

- Memo detailing the observed existing conditions and traffic conditions of the Coast Highway Vision Plan study area.

### **Task B4: Review and Post-Process Model Alternative**

IBI Group will evaluate the current and forecasted traffic volumes (in coordination with the Circulation Element update) focusing on the Coast Highway Vision Plan study area from the SANDAG model. The traffic volumes provided by SANDAG are developed using TransCAD transportation modeling software. The North County SANDAG model is calibrated using year 2003 traffic counts. Traffic volumes obtained from the model will be reviewed and post-processed, as needed, for each segment within the study area. The post-processed segment volumes will be utilized in the process to develop future intersection turning movement volumes for the project.

#### *Deliverable:*

- Memo that explains the post-processing methodology and graphics depicting the post processed traffic volumes for the City's review.

## **Task B5: Conduct Analysis**

### *Subtask B5.1: Traffic Analysis*

After obtaining existing counts, SANDAG model alternative plots and any other information relevant to the project, the intersection and street segment LOS analysis will be performed to evaluate the traffic operations for the study area intersections and street segments. The traffic analysis would address the following items:

- a) A description of the existing traffic conditions and analysis along Coast Highway between the Northern and Southern City Limits and other study area intersections and segments along with the traffic count data that is commissioned (or obtained from the City).
- b) A description and analysis of the baseline forecasted Year 2030 traffic conditions utilizing the post-processed SANDAG Series 11 Combined North County Model.
- c) A description and analysis of the forecasted approved project Alternative 2 traffic conditions utilizing the post-processed SANDAG Series 11 Combined North County Model.

IBI Group will utilize the City's guidelines on conducting traffic impact analysis and roadway classifications and capacities to determine significant impacts to the study area. IBI Group will utilize analysis tools such as Synchro (*version 7*) for intersections and roundabouts. The Coast Highway Vision Plan identifies the Coast Highway intersections of Wisconsin Street, Oceanside Blvd, Morse Street, Cassidy Street, and Vista Way to be roundabouts.

Traffic signal warrant analysis will also be performed for up to 5 unsignalized intersections using the MUTCD traffic control signal warrant studies. IBI Group will perform the peak hour warrant analysis to help guide the City in determining if a traffic control signal is justified at any of the unsignalized intersections within the study area that would improve the overall safety and/or operation of the intersection.

### *Subtask B5.2: Select Zone Assignment/Diversion Analysis*

In addition to the baseline and alternative traffic analysis, IBI Group will look at the effects of reducing Coast Highway from four- to two-lanes with roundabouts at select intersections on the adjacent streets such as Freeman Street and Tremont Street. This analysis is necessary to determine that traffic impacts on Coast Highway will not be solved by simply shifting them to other adjacent streets.

IBI Group will analyze the existing traffic, evaluate how much traffic would potentially be rerouted from Coast Highway, and assess the pros and cons associated with reducing Coast Highway in relation to the adjacent streets. A select zone assignment (SZA) will be conducted to determine from the model the potential diversion of traffic from Coast Highway to the adjacent streets. It is assumed that up to two SZAs will be conducted by SANDAG (one from northern portion and southern portion of the study area). Any significant impacts identified on the adjacent streets with reducing Coast Highway from four- to two-lanes with roundabouts will be analyzed and discussed with the City.

IBI Group will include within the traffic report a section that evaluates and discusses potential traffic calming treatments that could be applied to adjacent streets of Coast Highway. The areas where traffic calming treatments would potentially be recommended will be based on the diversion analysis results.

It is assumed that the City will coordinate with SANDAG to commission the Coast Highway alternative model plot and SZAs. However, the City has the option to direct IBI Group to commission the model plot and SZAs directly with SANDAG which is outlined as an optional direct cost within the budget.

*Subtask B5.3: Traffic Simulation*

IBI Group will perform traffic simulation for up to four locations based on the results of the diversion analysis using the SimTraffic 7 software package. SimTraffic includes the vehicle and driver performance characteristics developed by the FHWA for use in traffic modeling. The use of SimTraffic will provide a more detailed understanding of the expected congestion and/or benefits that the proposed Coast Highway alternative could provide within the study area.

*Deliverable:*

- Memo detailing analysis methodology and results of traffic analysis, diversion analysis, and traffic simulation.

**Task B6: Traffic Report & Staff Presentation**

IBI Group will compile a detailed report of Tasks B1-5 with the appropriate tables, figures, and appendices for submittal to the City for review. IBI Group will prepare a summary of the analysis results to be presented to City staff and/or the Transportation Commission. Upon City review, IBI Group will make the appropriate revisions to the report and submit final hard copies and an electronic copy to the City.

The analysis results from the Coast Highway corridor study will be incorporated into the Circulation Element, as appropriate.

*Deliverables:*

- Submit Draft and Final Report Copies (electronic version and up to 8 hard copies)



# EXHIBIT A

## COAST HIGHWAY CORRIDOR STUDY PROJECT SCHEDULE

Task Name	Duration	Start	Finish	June	July	August	September	October	November
Project Management & Meetings	98 days	Mon 6/15/09	Fri 10/30/09						
Task B1: Update Land Use Tables	12 days	Mon 6/15/09	Tue 6/30/09						
Task B2: Develop Model Alternatives	16 days	Wed 7/1/09	Thu 7/23/09						
Task B3: Data Collection and Research	15 days	Mon 6/22/09	Mon 7/13/09						
Task B4: Review and Post Process Model Alternative	16 days	Fri 7/24/09	Fri 8/14/09						
Task B5: Conduct Analysis	40 days	Tue 7/14/09	Tue 9/8/09						
Subtask B5.1 Traffic Analysis	20 days	Tue 7/14/09	Mon 8/10/09						
Subtask B5.2 SZA/Diversion Analysis	10 days	Tue 8/11/09	Mon 8/24/09						
Subtask B5.3 Traffic Simulation	10 days	Tue 8/25/09	Tue 9/8/09						
Task B6: Traffic Report and Staff Presentation	44 days	Mon 8/31/09	Fri 10/30/09						
Draft Traffic Report	19 days	Mon 8/31/09	Fri 9/25/09						
2 Week Staff Review/Comment	10 days	Mon 9/28/09	Fri 10/9/09						
Final Traffic Report and Presentations	15 days	Mon 10/12/09	Fri 10/30/09						

IBI Group  
Date: Tue 6/9/09

Task

Summary

Deadline

# Exhibit A



## Oceanside Circulation Element (Optional Task A12) Scope of Work PROPOSED BUDGET June 9, 2009

Task	IBI Group				Total Task Hours	Total Task Labor
	D. Chow	D. Murphy	T. Fa'ala	Graphics		
1: Project Management & Meetings/Coordination	0	8	4	0	0	\$1,458
2: Post-Processing Model Alternatives	0	2	8	0	0	\$973
3: Analysis of Alternatives	0	4	16	6	0	\$2,326
4: Mitigation Analysis	2	6	16	6	0	\$2,968
5: Presentation Materials/Public Meetings	2	8	4	2	0	\$1,949
<b>Total Hours</b>	4	28	48	14	0	\$9,674
<b>Rate</b>	\$182.07	\$138.86	\$86.86	\$63.41	\$62.00	
<b>Labor Cost</b>	\$728	\$3,889	\$4,169	\$888	\$0	
<b>IBI Direct Expense Detail</b>						
Mileage		\$200				\$9,674
						\$200
						\$9,874
<b>TOTAL BUDGET (Optional Task A12)</b>						
						Optional Direct Cost - Model Plots(not included in total above)
						\$2,400



Optional 2 Model Plots  
- Assumes Model Runs are \$1200 each

Notes:  
a. This Optional Task A12 would only be performed at the direction and approval of City sit  
b. The Optional Direct Costs would only be necessary if the City does not complete the model runs with SANDAG.

# EXHIBIT A

## Oceanside Circulation Element (Amendment #2) PROPOSED BUDGET June 8, 2009



Task	IBI Group										Total Task Hours	Total Task Labor	
	D. Chow	D. Murphy	B. Deo	L. LePorte	T. Fajada	C. de Freitas	Graphics	Support					
<b>A. CIRCULATION ELEMENT UPDATE</b>													
A1: Project Management & Meeting/Coordination	7	24	36	22	8	0	0	0	0	0	0	99	\$12,848
A2: Existing Conditions Analysis	2	10	0	0	25	0	18	2	0	0	0	55	\$5,083
A3: Review Mission Avenue Model Alternatives & Analysis	2	12	0	0	30	0	0	0	0	0	0	44	\$4,837
A4: Develop and Review Palm Road Model Alternative	2	12	0	0	30	0	2	0	0	0	0	46	\$4,783
A5: Review College Blvd/Muirwood Dr Analysis	2	12	0	0	30	0	0	0	0	0	0	44	\$4,837
A6: Model Alternative Review & Selection Process	6	18	4	8	35	0	4	0	0	0	0	75	\$8,216
A7: Post-Processing Model Alternatives	2	4	0	10	22	0	2	0	0	0	0	40	\$3,937
A8: Analysis of Alternatives	3	8	4	8	40	0	4	0	0	0	0	67	\$6,715
A9: Mitigation Analysis	4	8	4	4	20	0	4	0	0	0	0	44	\$4,788
A10: Traffic Report	3	8	2	4	20	0	2	0	0	0	0	43	\$4,434
A11: Presentation Materials/Public Meetings	4	15	0	0	8	0	0	0	0	0	0	28	\$3,630
<b>Subtotal</b>	<b>37</b>	<b>131</b>	<b>52</b>	<b>56</b>	<b>268</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>588</b>	<b>\$63,445</b>
<b>B. COAST HIGHWAY CORRIDOR STUDY</b>													
B1: Update Land Use Tables	0	2	2	12	8	25	0	0	0	0	0	48	\$4,405
B2: Develop Model Alternative	0	2	4	10	8	15	0	0	0	0	0	39	\$3,888
B3: Data Collection and Research	0	0	0	12	4	28	10	4	0	0	0	58	\$4,827
B4: Review and Post-Process Model Alternative	0	4	4	20	8	35	0	0	0	0	0	71	\$8,533
B5: Conclude Analysis	0	4	10	30	14	50	8	0	0	0	0	118	\$10,559
<b>Subtotal B5.1: Traffic Analysis</b>	<b>0</b>	<b>4</b>	<b>10</b>	<b>30</b>	<b>14</b>	<b>50</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>111</b>	<b>\$10,300</b>
<b>Subtotal B5.2: SEA and Diversion Analysis</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>30</b>	<b>14</b>	<b>45</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>\$4,812</b>
<b>Subtotal B5.3: Traffic Simulation</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>4</b>	<b>24</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>\$4,837</b>
B6: Traffic Report & Staff Presentation	4	22	4	20	10	30	24	4	0	0	0	111	\$10,310
<b>Subtotal</b>	<b>4</b>	<b>22</b>	<b>4</b>	<b>20</b>	<b>10</b>	<b>30</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>69</b>	<b>\$5,025</b>
<b>Total Hours</b>	<b>41</b>	<b>153</b>	<b>101</b>	<b>202</b>	<b>338</b>	<b>282</b>	<b>92</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1185</b>	<b>\$118,470</b>
<b>Rate</b>	<b>\$192.07</b>	<b>\$138.88</b>	<b>\$136.55</b>	<b>\$97.89</b>	<b>\$83.66</b>	<b>\$78.36</b>	<b>\$63.41</b>	<b>\$82.00</b>	<b>\$82.00</b>	<b>\$82.00</b>	<b>\$82.00</b>	<b>\$82.00</b>	<b>\$82.00</b>
<b>IBI Direct Expense Detail</b>	<b>\$7,458</b>	<b>\$21,249</b>	<b>\$13,792</b>	<b>\$19,792</b>	<b>\$28,359</b>	<b>\$19,889</b>	<b>\$5,834</b>	<b>\$852</b>	<b>\$852</b>	<b>\$852</b>	<b>\$852</b>	<b>\$852</b>	<b>\$852</b>
Mileage	\$850												\$118,470
Intersection Counts (30 intersection counts with pedestrian & bike counts)	\$7,125												\$11,225
Segment Counts (8 two-day tube count)	\$2,850												\$128,885
Copies, Mail, Presentation Materials	\$400												\$1,800
<b>TOTAL BUDGET (without optional tasks)</b>	<b>\$11,225</b>												<b>\$2,450</b>
Optional Costs: 2 SEA & 3 Model Photo	\$	4,200											\$4,200
- Assumes SZAs are \$300 each													
- Assumes Model Runs are \$1200 each													



Notes:  
 a. The hours and budget for the tasks above are representative of the additional hours and costs that are beyond the remaining budget.  
 b. The Optional Direct Costs would only be necessary if the City does not complete the model runs with SANDAG.

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

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 5<sup>th</sup> 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

[2005 Circulation Element Update: Project No. \_\_\_\_\_]

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.

**[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



[2005 Circulation Element Update: Project No. \_\_\_\_\_]  
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 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

[2005 Circulation Element Update: Project No. \_\_\_\_\_]

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.

**Attachment B/C**

- 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

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

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.

[2005 Circulation Element Update: Project No. \_\_\_\_\_]

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:**

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

**TO CONSULTANT:**

IBI Group  
David Chow, P.E., Director  
18401 Von Karman Avenue, Suite 110  
Irvine, CA 92612

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

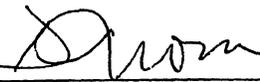
Communications shall be deemed to have been given and received on the first to occur:

- 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 TAM, 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:

  
City Attorney

561-775622-5241

[2005 Circulation Element Update: Project No. \_\_\_\_\_]

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

State of California  
County of Orange

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

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

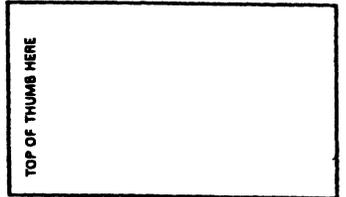


Witness my hand and official seal.

(SEAL)

Dee Ann Jackson  
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) \_\_\_\_\_  
(TITLE)

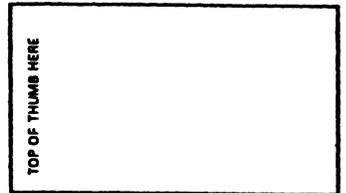
PARTNER(S)  LIMITED  
 GENERAL

ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

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

IBI Group

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) \_\_\_\_\_  
(TITLE)

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. Tjepson

