

# STAFF REPORT



ITEM NO. 13  
CITY OF OCEANSIDE

DATE: June 25, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AN EQUIPMENT PURCHASE AND PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN, CONSTRUCTION/IMPLEMENTATION, AND OPERATION OF THE NORTH COAST TRANSIT STATION BIKESTATION PROJECT**

## **SYNOPSIS**

Staff recommends that the City Council approve an Equipment Purchase and Professional Services Agreement (EPPSA) with Mobis Transportation Alternatives Inc., of Long Beach, (Mobis) in an amount not to exceed \$99,661 for the design, construction/implementation, and operation of the North Coast Transit Station Bikestation Project; and authorize the City Manager to execute the agreement following the City Attorney's approval as to form.

## **BACKGROUND**

The San Diego Association of Governments (SANDAG) solicited competitive bids for Active Transportation Grant (ATG) Program funds to pay for bicycle and pedestrian improvements throughout the region, to implement its long-range plans to improve active transportation. Funding for the approximately \$8.8 million ATG Program came from the Transportation Development Act and the TransNet half-cent sales tax program.

The funds were apportioned to capital and non-capital projects as follows:

- \$6.6 million, or 75 percent of the fund, for capital projects
- \$2.2 million, or 25 percent, for planning, education, and bicycle parking projects

The ATG Program and SANDAG required that all applications include a resolution authorizing the application for grant funds and authorizing staff to accept the grant funds and execute the grant agreement. On July 5, 2012, the City Council authorized the application for grant funds, and directed the City Manager to sign and execute the grant agreements if a grant award was made by SANDAG.

In October 2012 the City of Oceanside was awarded \$100,000 in grant funds. These grant funds were accepted and appropriated by City Council on March 13, 2013. The awarded grant project includes:

- **North Coast Transit Station Bikestation Project** – The City received \$100,000 in non-capital ATG program funds for the design, construction/implementation, and operation of a bicycle storage system at/near the North Coast Transit Station. A Bikestation is a structure designed for bicycle commuters that provides secure, indoor bike parking that a bicyclist can access during specified hours. A secured bikestation would encourage commuters to travel by bike to the transit center. Modular bikestations are low-cost and provide enclosed bike storage.

**ANALYSIS**

On March 7, 2014, a Request for Proposals (RFP) was advertised for the purchase and/or construction, installation, operation and maintenance of a Bicycle Storage System. On March 27, 2014, only one proposal was received by the Development Services Department’s Engineering Division, likely due to the highly specific nature of the project. After a thorough review of the proposal documents, including the proposal amount, experience on similar projects, references, and qualification documents, it was determined that Mobis is qualified for the project.

**FISCAL IMPACT**

The City Council approved an appropriation of \$100,000 in grant funds to the Development Services Department at the March 13, 2013, meeting for the North Coast Transit Station Bikestation Project.

The North Coast Transit Station Bikestation Project grant funds were assigned to account 836129700272. In addition, the City committed to contribute \$10,000 in-kind contributions from the General Fund from Transportation account 425407101 towards the North Coast Transit Station Bikestation Project.

The project has the following available funds:

North Coast Transit Station Bikestation Project	(836129700272)	\$99,709
Transportation In-kind	(425407101)	\$10,000
Total Available Funds		\$109,709

Therefore, adequate funds are available for the project.

**INSURANCE REQUIREMENTS**

The City’s standard insurance requirements will be met.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents must be reviewed by the City Attorney and approved as to form.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**RECOMMENDATION**

Staff recommends that the City Council approve an Equipment Purchase and Professional Services Agreement (EPPSA) with Mobis Transportation Alternatives Inc., of Long Beach, (Mobis) in an amount not to exceed \$99,661 for the design, construction/implementation, and operation of the North Coast Transit Station Bikestation Project; and authorize the City Manager to execute the agreement following the City Attorney's approval as to form.

PREPARED BY:



Darra Woods  
Assistant Traffic Engineer

SUBMITTED BY:



Steve R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Scott O. Smith, City Engineer

David DiPierro, City Traffic Engineer

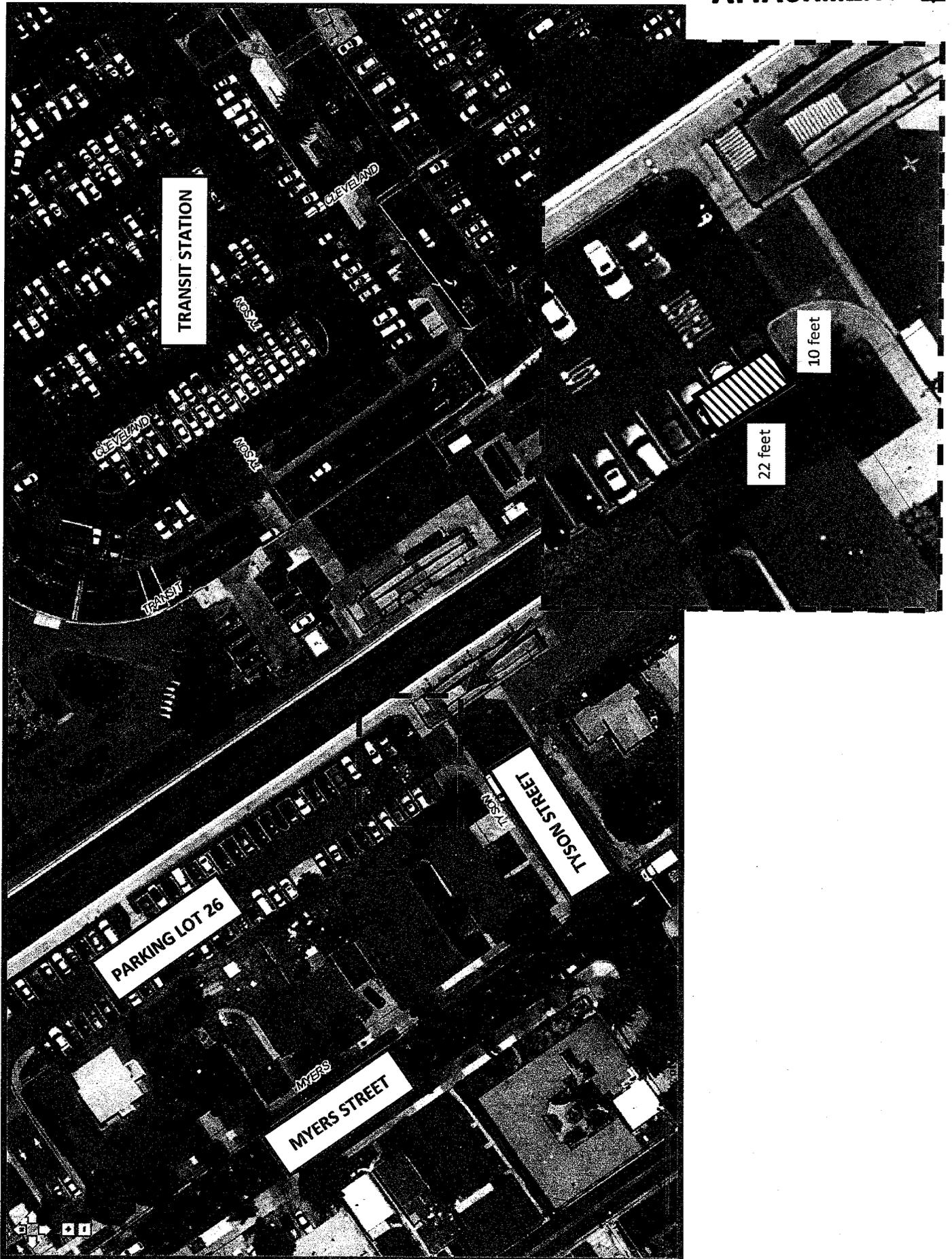
James Riley, Financial Services Director


Attachments:

- 1. Bikestation Location Exhibit
- 2. Request for Proposal
- 3. EPPSA

NORTH COAST TRANSIT STATION BIKESTATION PROJECT LOCATION





**CITY OF OCEANSIDE  
Development Services Department  
Transportation Engineering Section  
REQUEST FOR PROPOSALS (RFP)**

**For the**

**Purchase and/or Construction, Installation, Operation and Maintenance of a Bicycle Storage System**

**I GENERAL INVITATION**

**1.1 PURPOSE OF THE REQUEST FOR PROPOSAL**

The City of Oceanside ("City") invites the submission of proposals from firms or organizations experienced in establishing and operating a bicycle storage system and with expertise in purchasing and/ or constructing, installing, operating and maintaining this type of system. The system will be owned by the City with services beginning in summer 2014. Companies with demonstrated experience in this area, and with an interest in making their services available to the City, are invited to respond to this RFP.

The purpose is to find a qualified company to provide services for a larger scale, secure and efficient, bicycle storage system that enables people within a designated area to safely store and access their bicycle equipment twenty four hours a day, seven days a week. Further information on the proposed system and required services is provided in Exhibit 1, Scope of Services, identified in this RFP.

The services contemplated are professional in nature. The selected firm or organization ("Respondent") acting as an individual, partnership, corporation or other legal entity, must be of a professional status, licensed to perform in the State of California and licensed for all applicable professional discipline(s) requiring licensing and is governed by the professional ethics in its relationship to the City.

The Respondent must be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier must be competent to perform the Services required under this RFP document.

**II SCOPE OF SERVICES**

The Services that the City seeks to acquire are described in detail in Exhibit 1, Scope of Services, to this RFP.



**Request for Proposals  
City of Oceanside**

**2.1 Term of Services**

The contract will cover the purchase and/or construction of the bicycle storage facility, installation, and the operation and maintenance of the facility for a period of approximately two (2) years after construction. In addition, the contract may provide that the City may elect to extend the contract to provide for ongoing services after the initial two (2) years. The City may from time to time revise its terms and conditions.

**III OVERVIEW AND VISION**

Establishing a bicycle storage system in the City of Oceanside is one of the key strategies to achieving an increased use of bicycles and achieve a balanced and sustainable alternative transportation mode share. The planned location of the storage facility is next to the Oceanside North County Transit Center where three transportation rail lines originate (Sprinter, Metro and the Coaster). The storage facility could serve riders going to the north, south and east.

A bicycle storage system in the City of Oceanside will:

- Create a new and innovative way of providing safe, convenient, easily accessible, user friendly, and appealing bike parking to various types of bicyclists
- Provide secure, all weather, efficient bicycle parking within a minimal footprint

The City intends to establish a secure and easily accessible bicycle storage system near the Oceanside Transit Station and provide approximately two years worth of subscriptions to this facility as part of San Diego Association of Governments (SANDAG) Active Transportation Grant (ATG) Program funds.

The bicycle storage system must be simple, robust, reliable, and designed for both sidewalk and street installation and access. The overall system must be efficiently managed.

The Cost Proposal (Also see Exhibit 4) will reflect that the City will purchase and own the storage facility, as well as pay for the services necessary to install the storage system and provide approximately two years worth of subscriptions to this facility. The Respondent will be responsible for the operation and maintenance of this facility for a period of approximately two years after completion of the facility (except for general janitorial services which the City will be responsible). To the extent that there are proprietary technologies involved, the ownership of which will not be transferred, the City should receive a broad license to use this technology, which at a minimum should include a perpetual, transferable, fully paid-up right to use such technologies.



## IV GENERAL INFORMATION AND GUIDELINES

### 4.1 Communications between the City of Oceanside and Respondents

#### A. Submission of Questions or Requests for Clarifications

**Respondents must communicate only with the Development Services Department, Transportation Engineering Section.** All questions or requests for clarification must be submitted to the following e-mail address: [dlwoods@ci.oceanside.ca.us](mailto:dlwoods@ci.oceanside.ca.us). All questions and requests for clarification must be submitted no later than 3:00 p.m. on March 20, 2014, or no response will be provided except at the discretion of the City.

The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP, and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for the Purchase, Installation and Operation of a Bicycle Storage System in the City of Oceanside." No telephone calls or e-mails will be accepted unless the questions are general in nature.

### 4.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Oceanside's, City Clerk's Office, no later than **4:00 p.m. on March 27, 2014.**

B. Proposals must be delivered to the following address:

City of Oceanside  
City Clerk  
Attention: Darra Woods, Assistant Traffic Engineer  
300 North Coast Highway  
Oceanside, California 92054

C. Respondents must submit the following Proposal Items:

#### **Proposal Item Quantity**

- 1 Original Copy - Paper
- 1 Duplicate Copy - Paper

The original Proposal must be clearly marked as "ORIGINAL". All documents requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in clearly labeled sealed envelopes or boxes.



D. The outside of each sealed envelope or package must be labeled as follows:

**Proposal Enclosed**

- "Request for Proposals (RFP) for the Purchase, Installation and Operation of a Bicycle Storage System in the City of Oceanside"
- **Due: 4:00 p.m., on March 27, 2014**
- Submitted by: (Name of Respondent)
- Package \_\_\_\_ of \_\_\_\_

The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determining if a Proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

**V PREPARING PROPOSALS: REQUIRED INFORMATION**

Each Proposal must contain all of the following documents and must conform to the following requirements.

**5.1 Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

**5.2 Required Content of Proposals**

**A. Cover Letter**

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to providing the services, in accordance with the terms and conditions of any Agreement, which may be awarded pursuant to the RFP process.

**B. Professional Qualifications and Specialized Experience of Respondent and Team Members**

**Request for Proposals  
City of Oceanside**



If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

**1. Company Profile Information (See Exhibit 2 - limit of one page plus any attachments required by the provisions below.)**

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

**2. Company Reference / Client Profile Information (See Exhibit 3 - limit of two pages plus ten pages for Company Reference Forms)**

Respondent must provide at least 3 references preferably from cities related to contracts of similar scope and magnitude as described in this RFP. No more than one (1) of these references may be from previous or current contracts between Respondent and the City. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of a system similar to the Services outlined in Exhibit 1.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable).
- Identify equipment and Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services).
- The total dollar value of the Services.



All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Oceanside, or any available sources, relevant information concerning Respondent's record of past performance.

### **C. Cost Proposal Detail**

The City is requesting detailed information regarding the proposed capital and start-up costs and pro forma business plan yearly costs for the Services required. Exhibit 4 provides some additional details as to what the City is requesting in regards to the cost proposal. Respondent is responsible for disclosing any charges or fees not listed on the cost proposal that the City would incur with the Respondent, before, during, and after the implementation. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent.

## **VI Evaluating Proposals**

### **6.1 Evaluating Process**

An Evaluation Committee ("EC") will review and evaluate the Proposals in regards to completeness and responsiveness of the Respondent's Proposal which will include an assessment of the Respondent's compliance with and adherence to all submittal requirements requested by the City.

Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.



## EXHIBIT 1: SCOPE OF SERVICES

### THE PURCHASE, INSTALLATION AND OPERATION OF A BICYCLE SHARING SYSTEM

The selected Contractor must have experience in the purchase and/or construction, installation, operation, and maintenance of a larger scale bicycle storage system. The Contractor must provide documentation to support experience in the following areas:

#### I. Project Overview and Scope

##### A. Vision

Establishing a bicycle storage system in the City of Oceanside is one of the key strategies to achieving an increased use of bicycles and achieve a balanced and sustainable alternative transportation mode share. The planned location of the storage facility is next to the Oceanside North County Transit Center where three transportation rail lines originate (Sprinter, Metro and the Coaster). The storage facility could serve riders going to the north, south and east.

A bicycle storage system in the City of Oceanside will:

- Create a new and innovative way of providing safe, convenient, easily accessible, user friendly, and appealing bike parking to various types of bicyclists
- Provide secure, all weather, efficient bicycle parking within a minimal footprint

The City intends to establish a secure and easily accessible bicycle storage system near the Oceanside Transit Station and provide approximately two years worth of subscriptions to this facility as part of San Diego Association of Governments (SANDAG) Active Transportation Grant (ATG) Program funds.

The bicycle storage system must be simple, robust, reliable, and designed for both sidewalk and street installation and access. The overall system must be efficiently managed.

The Cost Proposal (Also see Exhibit 4) will reflect that the City will purchase and own the storage facility, as well as pay for the services necessary to install the storage system and provide approximately two years worth of subscriptions to this facility. The Respondent will be responsible for the operation and maintenance of this facility for a period of approximately two years after completion of the facility (except for general janitorial services which the City will be responsible). To the extent that there are proprietary technologies involved, the ownership of which will not be transferred, the City should receive a broad license to use this technology, which at a minimum should include a perpetual, transferable, fully paid-up right to use such technologies.



## **B. Users**

The following types of uses of the bicycle storage facility are envisioned:

- Storage for bicycle trips combined with transit trips.
- Storage for bicycle trips replacing motor vehicle and/or pedestrian trips.
- Storage for bicycle trips for fitness and recreational activity.

Oceanside's bicycle storage system should be tailored for the following types of trips:

- Regular trips for work, school, shopping, etc., taken by subscribers.
- Spur of the moment trips taken by subscribers.
- Trips taken by visitors to Oceanside.

## **C. System Overview**

The system will need to be designed to allow users to have access to the facility through a key card system that is compatible with the current SANDAG Compass card system. It is expected that some type of web page will be used to register, submit credit card data, and execute a user agreement for this facility. After registration, subscribers should be able to immediately access the bicycle storage facility. Subscriptions should last one year with an automatic renewal option. A shorter one month subscription option period should also be available.

## **D. Implementation Zone**

The City will be responsible for identifying the implementation zone. The facility will be located on parking lot, or other type of public property within the public rights-of-way and maintained by the City of Oceanside. The location site will need minimum preparation and have electrical and water connections nearby.

## **E. System Size**

The facility size will need to allow the storage of approximately 25 to 30 bicycles in a vertical storage orientation in a 10' x 22' footprint. Design of the facility should allow later expansion to increase the number of bikes stored and be moveable if a new location is desired.

## **F. Right-of-Way Commitment**

The City will be responsible for obtaining public space commitments, securing all required permits and approvals, and paying any applicable fees for the installation of the bicycle facility. The successful contractor will be expected to suggest best practices, based on their experience installing bicycle storage systems elsewhere.



## G. Ownership

The City shall be the owner of, and hold title to, all equipment purchased by the City. To the extent that there are proprietary technologies, the ownership of which will not be transferred, the City should receive a broad license to use, which at a minimum should include a perpetual, transferable, fully paid-up right to use and modify such technologies.

## II. BICYCLE STORAGE FACILITY TECHNICAL SPECIFICATIONS

A. Operate one unattended self-service secure group parking facility for pedalcyclists with the following:

- Capacity of 25 to 30 parking spaces using two sets of secure racking along the two longest walls with a center access aisle.
- General exterior footprint 10' x 22'.
- The bike parking facility would rely on 3 levels of security: locked member door, user lock to bike rack and CCTV security camera.
- Facility to have 24/7 accessible member only door.
- Door to be activated by a key card system that is compatible with the current SANDAG Compass card system and/ or similar RFID card to allow prescreened members access to parking area.
- One CCTV camera with digital recorder for security monitoring.
- Unit fabricated off-site.
- Exterior wall surfaces to facilitate the addition of vinyl advertising wraps for purposes of education or encouragement messages for active transportation.
- Constructed of marine grade materials to provide maximum protection from salt air corrosion. Use galvanized steel and stainless steel fasteners where ever possible.
- Exterior material that is graffiti proof if possible. The exterior siding to be constructed of galvanized painted steel and polycarbonate.
- Incorporation of a bike repair stand with bike tools leashed to stand and trash receptacle.
- Interior lights protected against breakage.
- Provide nearby water source for cleaning exterior.
- Facility structure to be easily relocated as a single unit, as demand or location needs changes.
- Availability of optional amenities: climate control and wireless communications.
- Availability of optional modifications: structure may be lengthened to accommodate more bikes or door location moved to left or right elevation.

**Request for Proposals  
City of Oceanside**



- B. Coordinate operation of self-serve group parking with regional partners.
- C. Operator shall be responsible for the security of each group parking facility.
- D. Implement and maintain a marketing program for operations.
- E. Provide a display of information brochures and maps for customers.
- F. Operator shall provide quarterly reports and annual member survey on parking operations.
- G. Maintain and keep User Registration System.
- H. Provide a single manager as the primary point of contact for all management responsibilities.
- I. Operator shall respond in a timely way to user emergencies and complaints in accordance with this agreement.
- J. Operator has ideally 5 years of experience operating parking facilities for pedalcyclists in the California region.
- K. Enter into a sublease agreement with the facility owner.
- L. Operations at new future sites may be added as to supplemental contract in future years as new facilities are planned and funded.



**EXHIBIT 2  
COMPANY PROFILE INFORMATION**

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

(1) Legal Name of Firm: \_\_\_\_\_

(2) Doing Business under Other Company Name? If yes, Name of Company:  
\_\_\_\_\_

(3) Headquarters Address: \_\_\_\_\_

(4) City, State, Zip Code: \_\_\_\_\_

(5) Web Site Address: \_\_\_\_\_

(6) Proposed Role: \_\_\_\_\_ Prime \_\_\_\_\_ Subcontractor/Subconsultant \_\_\_\_\_  
Joint Venture Partner \_\_\_\_\_ Supplier or \_\_\_\_\_ Other \_\_\_\_\_

(7) Number of Years in Business: \_\_\_\_\_

(8) Total Number of Employees: \_\_\_\_\_

(9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_

(10) Major Products and/or Services Offered:

1. \_\_\_\_\_

2. \_\_\_\_\_

(11) Other Products and/or Services:  
\_\_\_\_\_  
\_\_\_\_\_

(12) Briefly describe your firm's approach to providing the purchase, installation and operation of a bicycle sharing system in the City of Oceanside:  
\_\_\_\_\_  
\_\_\_\_\_

(13) Briefly describe your firm's demonstrated experience in purchasing, installing and operating of a bicycle sharing system:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT 3**

**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

Submit a completed client profile information sheet for each company reference.  
Provide a minimum of 3 references.

(1) Client Name: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) City, State, Zip Code: \_\_\_\_\_

(4) Project Manager: \_\_\_\_\_

(5) Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

(7) Number of Employees in Client Organization: \_\_\_\_\_

Number of Employees dedicated to the Organization: \_\_\_\_\_

(8) Project Scope of Services/Goals: \_\_\_\_\_

(9) Contract Award Date: \_\_\_\_\_ Initial Contract Amount: \$ \_\_\_\_\_

Final Contract Amount: \$ \_\_\_\_\_

(11) Describe how the client's goals were met. What was the outcome of the project?

Attach additional pages, as necessary. \_\_\_\_\_

(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

(13) Is the client still utilizing your company for the Purchase, Installation and Operation of a Bicycle Sharing System?

(14) What was the cost/financing structure of the contract?



**EXHIBIT 4**  
**COST PROPOSAL**

Respondent must provide a response that addresses the following element:

Prepare exhibits with the proposed capital and start-up costs and a pro forma business plan showing the proposed construction costs, a 2 year operating forecast, and expenses related to the proposed marketing plan.

Please include a detailed explanation of costs and percentages, as well as comments.

***Provide additional documentation as needed.***

## CITY OF OCEANSIDE

**EQUIPMENT PURCHASE AND PROFESSIONAL SERVICES AGREEMENT****PROJECT: North Coast Transit Station Bikestation Project (836129700272)**

THIS AGREEMENT, dated June 25, 2014, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Mobis Transportation Alternatives Inc., hereinafter designated as "CONSULTANT."

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

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide the design, construction, implementation, operation and management of the North Coast Transit Station Bikestation Project, as detailed in Exhibit "A", Cost Proposal/Scope of Work.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City 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 solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

**North Coast Transit Station Bikestation Project (836129700272)**

- 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

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

Commercial General Liability Insurance  
(bodily injury and property damage)

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

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

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

## North Coast Transit Station Bikestation Project (836129700272)

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

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole

## **North Coast Transit Station Bikestation Project (836129700272)**

negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

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

### **8. COMPENSATION.**

- 8.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing 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 \$99,661.00.

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 8.2.2.

- 8.2 CONSULTANT shall maintain accounting records including the following information:
  - 8.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement.

## North Coast Transit Station Bikestation Project (836129700272)

- 8.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.
- 8.3 CONSULTANT shall be paid for actual material quantities required and utilized for the fabrication of the bikestation modular parking unit, which shall not exceed the amount specified in Exhibit "A" for that item.
- 8.4 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.
- 8.5 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, and based upon the following partial payment schedule:
- 8.5.1 Upon CITY verification of the completion of the manufacturing of the bikestation modular parking unit, and prior to the unit delivery and site installation, partial payments shall not exceed \$36,463.50.
- 8.5.2 Upon completion of the bikestation modular parking unit delivery and site installation, partial payments shall not exceed \$79,677.00.
- 8.6 Lump sum yearly operation and service costs, as specified in Exhibit "A", shall be adjusted to reflect monthly rates/fees and billed to the CITY as specified in Section 8.5.
- 8.6.1 Partial payments, including operation and service costs, shall not exceed \$89,358.00 within a calendar year from the implementation date of the bikestation for public use. CONSULTANT and the CITY shall determine the exact implementation date, per timing requirements specified in Section 9.4 and 9.5, which is subject to final approval by the City Engineer.
- 8.6.2 Partial payments, including operation and service costs, shall not exceed \$99,661.00 within two calendar years from the implementation of the bikestation for public use. CONSULTANT and the CITY shall determine the exact implementation date, per timing requirements specified in Sections 9.4 through 9.6, which is subject to final approval by the City Engineer.
- 8.7 Final operation and service payments shall be made to CONSULTANT upon the satisfaction of the City Engineer.

## North Coast Transit Station Bikestation Project (836129700272)

### 9. TIMING REQUIREMENTS.

- 9.1 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 9.6. 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.
- 9.2 Phase I. CONSULTANT shall provide verification of the completion of the manufacturing of the bikestation modular parking unit to the City Engineer within 50 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval and authorization to perform Phase II.
- 9.3 Phase II. CONSULTANT shall deliver and install the bikestation modular parking unit to the CITY within 60 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.
- 9.4 Phase III. CONSULTANT shall begin the first calendar year management and operation of the bikestation modular parking unit within 65 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase III stage until the City Engineer has given authorization to perform Phase IV.
- 9.5 Phase IV. CONSULTANT shall begin the second calendar year management and operation of the bikestation modular parking unit within 430 calendar days of the execution of this Agreement.
- 9.6 Phase V. CONSULTANT shall complete the second calendar year management and operation of the bikestation modular parking unit within 795 calendar days of the execution of this Agreement. CONSULTANT shall notify the CITY 30 calendar days prior to the completion of Phase V.
- 9.7 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.

**North Coast Transit Station Bikestation Project (836129700272)**

- 9.8 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.
10. **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.
11. **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.

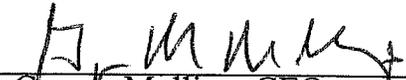
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If 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. 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.
14. **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.

**North Coast Transit Station Bikestation Project (836129700272)**

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

MOBIS TRANSPORTATION  
ALTERNATIVES INC.

CITY OF OCEANSIDE

By:   
George Mulling, CEO

By: \_\_\_\_\_  
City Manager

Date: JUNE 11, 2014

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

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

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

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

26-3121188  
Employer ID No.

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

**ACKNOWLEDGMENT**

State of California  
County of SAN DIEGO

On JUNE 11, 2014 before me, JOEY LUDWICZAK, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



### Specifications Sheet: Gen4 Bike Parking Module

**PROPOSAL #**      **BMOD-1403**  
**DATE**              06/11/2014  
**Purchaser**        City of Oceanside  
                          Darra Woods  
                          300 North Coast Highway  
                          Oceanside, CA 92054  
                          760-435-5094  
    cc: Todd Boulanger, Cyndi Kaneyuki  
  
**PROJECT**            Bikestation Oceanside Bike Parking Module

DESCRIPTION	UNIT	QTY	AMOUNT
<b>Bikestation Modular Parking Unit</b>			
<b>Bikestation Module - Gen4.1</b>	\$72,927.00	1	\$72,927.00
<b>STANDARD STRUCTURE:</b>			
- 22 FT 1 color glass and steel structure			
- Interior galvanized racks for up to 28 bikes			
- Materials upgrade: galvanized racking and stainless screws			
- Upgrade to multiclass RFID reader for both Bikestation GMS fob and Compass Card			
- Structure built off site with capability to be relocated in future			
<b>HARDWARE TOTAL</b>			<b>\$72,927.00</b>
<b>SHIPPING / DELIVERY:</b>			
			1      \$2,500.00
<b>INSTALLATION:</b>			
			1      \$4,250.00
<b>INSTALL SUBTOTAL</b>			<b>\$6,750.00</b>
<b>OPERATIONS &amp; SERVICES (2 Year Lease Agreement):</b>			
- Operations agreement for Bikestation Global Membership System TM, administration and monitoring			
- Report on membership and parking activity (quarterly)			
- Membership survey and report (annual)			
- Additional racks for future expansion or repair (2 units)			
- Bikestation GMS fob or card activation for up to 30 members			
- Annual membership event (1)			
- Bikestation Oceanside facility page on Bikestation web site			
- Interior brochure holder and member rules notice			
YR 1			\$9,681.00
YR 2			\$10,303.00
<b>EXTRAS SUBTOTAL</b>			<b>\$19,984.00</b>
<b>RE: RFP Operations &amp; Maintenance of a Bicycle Storage System</b>			
			<b>\$99,661.00</b>

Please FAX to:      562-733-0107      Mobis Transportation Alternative: 110 W Ocean Blvd, Suite 19, Long Beach, CA 90802

Bikestation/Mobis Transportation Alternatives.

*Rack spacing and number of spaces to be finalized at time of final design.*