

STAFF REPORT*CITY OF OCEANSIDE*

DATE: November 19, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE EQUIPMENT PURCHASE AND PROFESSIONAL SERVICES AGREEMENT FOR THE NORTH COAST TRANSIT STATION BIKESTATION PROJECT**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of \$14,260 to the Equipment Purchase and Professional Services Agreement (EPPSA) with Mobis Transportation Alternatives Inc., of Long Beach, (Mobis) for design revisions and material substitutions for the North Coast Transit Station Bikestation Project; and authorize the City Manager to execute the amendment.

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 for the North Coast Transit Station Bikestation Project, 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 for this project. These grant funds were accepted and appropriated by City Council on March 13, 2013.

On June 25, 2014, the City Council approved an EPPSA with Mobis Transportation Alternatives Inc., in the amount of \$99,661 for the design, construction/implementation, and operation of the North Coast Transit Station Bikestation Project.

The North Coast Transit Station Bikestation Project is a bicycle storage system/structure designed for bicycle commuters and recreational bicyclists that provides secure, indoor, accessible bike parking. A bikestation is a relatively low cost device that helps encourage and promote bicycling by providing useful and practical parking amenities.

ANALYSIS

The originally approved EPPSA with Mobis was for the design, implementation and operation of the North Coast Transit Station Bikestation Project. The bikestation was originally planned and designed to be located in the southwest portion of City Public Parking Lot 26. Based on staff's engineering judgment of recently observed field/site conditions, it was determined that the project site would be better situated in the northwest portion of City Public Parking Lot 27. This new site location is adjacent to the North Country Transit Station and Coastal Rail Trail, and has improved lighting/visibility.

As a result, Amendment 1 (Attachment 1) to the EPPSA with Mobis is for design revisions and material substitutions to relocate the North Coast Transit Station Bikestation.

FISCAL IMPACT

Amendment 1 additional costs for design revisions and material substitutions of \$24,661 will be charged to the Bicycle Master Plan/Bike Safety project account 902135600212. The funding source is the TransNet ½ cent sales tax revenue. The Bicycle Master Plan/Bike Safety project account currently has an available balance of \$120,000. Therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will 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 1 in the amount of \$14,260 to the Equipment Purchase and Professional Services Agreement (EPPSA) with Mobis Transportation Alternatives Inc., of Long Beach, (Mobis) for design revisions and material substitutions for the North Coast Transit Station Bikestation Project; and authorize the City Manager to execute the amendment.

PREPARED BY:



Darra Woods
Associate Traffic Engineer

SUBMITTED BY:



Steve R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager



Scott O. Smith, City Engineer



David DiPierro, City Traffic Engineer



James Riley, Financial Services Director



Attachments:

1. Amendment 1
Exhibit A: Additional Cost Proposal/Scope of Work
2. Original PSA dated June 25, 2014
3. Revised Project Site Location

CITY OF OCEANSIDE
AMENDMENT TO
EQUIPMENT PURCHASE AND PROFESSIONAL SERVICES AGREEMENT

PROJECT: North Coast Transit Station Bikestation Project (836129700272)

THIS AMENDMENT TO EQUIPMENT PURCHASE AND PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated November 19, 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."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Equipment Purchase and Professional Services Agreement dated June 25, 2014, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Agreement provided for CONSULTANT to provide the design, construction, implementation, operation and management of the North Coast Transit Station Bikestation Project;

WHEREAS, the parties now wish to provide revisions to the North Coast Transit Station Bikestation Project for additional work to; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1.0, Scope of Work; Section 8.0, Compensation; and Section 9.0 Timing Requirements.

AMENDMENT

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

1. Section 1.0, Scope of Work, is hereby amended to add the following: "CONSULTANT to provide design revisions and material substitutions for the North Coast Transit Station Bikestation Project, as described in more detail in Exhibit 1 (Mobis: Additional Cost Proposal/Scope of Work dated October 9, 2014), attached hereto."

North Coast Transit Station Bikestation Project (836129700272)

2. Section 8.0 **COMPENSATION**, is hereby amended to add the following language: CONSULTANT's compensation for additional work performed in accordance with this Amendment, shall not exceed \$14,261 Said additional compensation shall be for performing additional professional services as described in Exhibit 1, attached.

3. Section 9.0 **TIMING REQUIREMENTS**, is hereby amended to add the following language: The term of the CONSULTANT's agreement is extended an additional 85 calendar days, or until funds are expended, whichever occurs first.

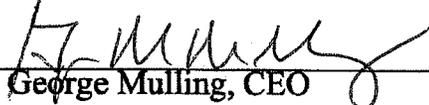
Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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.

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 on the dates set forth below.

MOBIS TRANSPORTATION
ALTERNATIVES INC.

CITY OF OCEANSIDE

By: 
George Mulling, CEO

By: _____
City Manager

Date: NOVEMBER 3, 2014

Date: _____

By: _____
Name/Title

APPROVED AS TO FORM:

Date: _____


City Attorney

26-3121188
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN DIEGO

On Nov 3, 2014 before me, JOEY LUDWICZAK, Notary Public
Date Name and Title of the Officer

personally appeared GEORGE M. MULLING
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.



Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

Specifications Sheet: Gen4 Bike Parking Module (Change Order 01)

PROPOSAL # BMOD-1403 (CO#01)

DATE 10/09/2014

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
Bikestation Modular Parking Unit			
Bikestation Module - Gen4.1			
OCEANSIDE STRUCTURE:	\$14,260.40	1	\$14,260.40
- Exterior glazing added to left elevation			
- Bike repair stand with floor pump equipment purchase and installation			
- New location			
- Civil design revised			
		TOTAL	\$14,260.40

Please FAX to: 562-733-0107

Mobis Transportation Alternatives: 110 W Ocean Blvd, Suite 19, Long Beach, CA 90802

Bikestation/Mobis Transportation Alternatives

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.

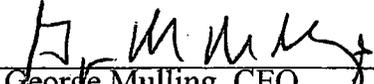
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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.

By: 
George Mulling, CEO

Date: JUNE 11, 2014

By: _____
Name/Title

Date: _____

26-3121188
Employer ID No.

CITY OF OCEANSIDE

By: 
City Manager

Date: 2-15-14

APPROVED AS TO FORM:


City Attorney

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 _____

(Seal)





EXHIBIT A

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
Bikestation Modular Parking Unit			
Bikestation Module - Gen4.1	\$72,927.00	1	\$72,927.00
STANDARD STRUCTURE:			
- 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			
		HARDWARE TOTAL	\$72,927.00
SHIPPING / DELIVERY:			\$2,500.00
INSTALLATION:		1	\$4,250.00
		INSTALL SUBTOTAL	\$6,750.00
OPERATIONS & SERVICES (2 Year Lease Agreement):			
- Operations agreement for Bikestation Goba Membership System TM, administration and monitoring	YR 1		\$9,681.00
- Report on membership and parking activity (quarterly)	YR 2		\$10,303.00
- 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			
		EXTRAS SUBTOTAL	\$19,984.00
RE: RFP Operations & Maintenance of a Bicycle Storage System			
			\$99,661.00

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.

NORTH COAST TRANSIT STATION BIKESTATION PROJECT LOCATION

