

# **Downtown Oceanside Property Business Improvement District (DTOPBID)**

Placemaking Program

## Request for Proposals For **Oceanside Landmark Sign**

**Issuance Date:** Weds, December 2nd, 2020

**Proposal Submission (Round 1) Due Date:** January 13th, 2021

Property and Business Improvement District Governing Board  
Placemaking Ad Hoc Committee

## About Oceanside

Oceanside is a 44-square mile city with a 6-mile stretch of beach along its border. From the historic Mission San Luis Rey to the East one can trace a path directly West to where the proposed sign will reside, and then continue another few blocks to end on the longest wooden pier in California. Oceanside is home to a California Welcome Center and is conveniently located in close proximity to four major airports. A coastal community, it is easily accessed by car from Interstate 5, and the historic Coast Highway 101 of which the proposed sign will reside just feet from. The area can also be reached by rail with daily stops at the Oceanside Transit Center (also located within the district), which is a central hub for LA's Metrolink and Amtrak's Pacific Surfliner, Coaster, and Sprinter rail lines and is adjacent to the Marine Corps Base Camp Pendleton .

Oceanside is proud of its diverse community. More than 50% of the population under 18 years of age is of Hispanic origin, and it is home to one of the largest concentrations of Samoans in the United States. 15% of the population of Oceanside identifies as a race other than White, Hispanic, Asian, or Pacific Islander. With a population of almost 180,000, Oceanside functions as a large city, but also has a small-town feel, in part because of the strength of neighborhoods that have worked hard to preserve cultural identities. The proposed sign lands on the same street as numerous cultural events throughout the year including Noche Mexicana, FilAm Festival, and LGBTQ Pride by the Beach.

There has been tremendous growth in the district and there are now 90 restaurants that reside within its boundaries, as well as a new parking structure just blocks from the proposed sign. There are collaborative efforts of local hard-working artists and arts organizations happening in the area in part due to its designation as one of the first fourteen cultural districts in the state, the Oceanside CA Cultural District, due to the plethora of existing cultural assets within the area.

## Opportunity

Create an iconic Oceanside sign to "Placemake" the Property and Business Improvement District, located in Downtown Oceanside. The sign will act as a new landmark at the 'heart' of the Sunset Market and create a 'place' that locals and visitors are invited to enjoy for decades to come. This sign will 'brand' Downtown and act as the inspiration for a 'Wayfinding' sign program to follow.

## Location & Design

- Sign to be located on Pier View Way at the Tremont intersection, with ocean/pier acting as backdrop.
  - This location was chosen as it is the 'heart' of Oceanside's popular Sunset Market and is on the same street as some of Oceanside's most valuable assets (Pier, City Hall, Library, Oceanside Museum of Art, California Surf Museum, Artist Alley) as well as the new SALT Parking Structure.
- Sign must be an 'over the road' style, spanning the intersection. West side of the intersection envisioned; however, we are open to designs incorporating the East side of the intersection as well.
- The design cannot block the sidewalk or impede ADA pathway / ramps at any point.
- Work that affects the roadway, sidewalk, curb or gutter will need to be reviewed and approved by the City Engineer.
- The sign foundation will need to be reviewed by the City of Oceanside Engineering Department and approved by the Building Department.



## Downtown Oceanside Additional Area Information:

- O'Arts Master Plan:  
<https://www.ci.oceanside.ca.us/civicax/filebank/blobdload.aspx?blobid=52008>
- Oceanside Cultural District Information:  
<https://visitoceanside.org/oceanside-california-cultural-district/>

- Sunset Market Information: <https://www.mainstreetoceanside.com/sunset-market>

### Downtown Oceanside Structures / Signs / Public Art:

- City Hall / Civic Center



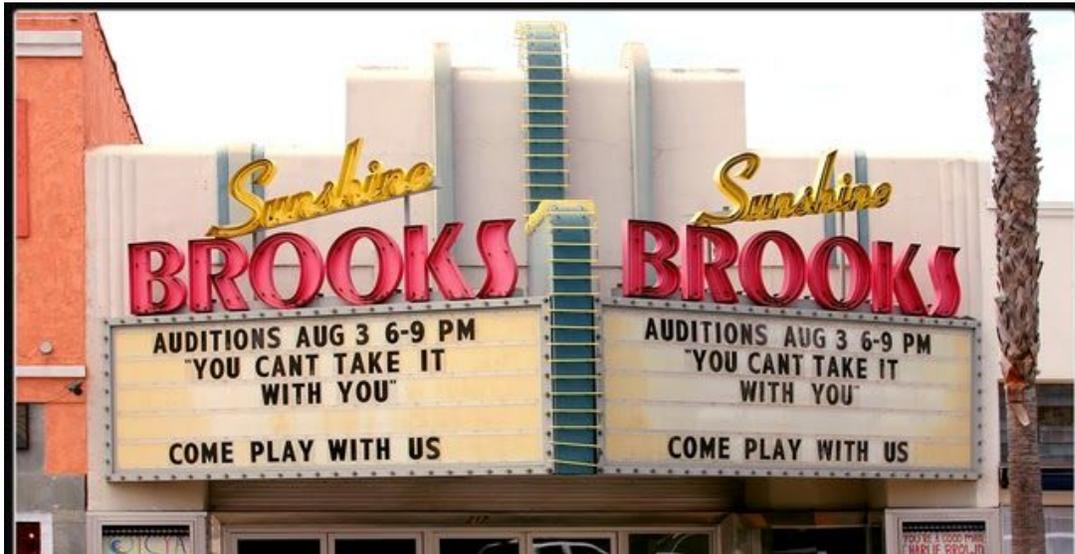
- Library



- Star Theater



- Sunshine Brooks Theater



- SALT Kinetic Sculpture



### What We Are Looking For

- Landmark sign should represent the picture we want to portray of Downtown Oceanside, which is safe, family friendly and inviting
- The word 'Oceanside' or 'Oside' should be the main focal point
- Sign should be unique - i.e. different than signs in neighboring communities
- Sign should be "Instagramable" - i.e. accessible to take photos of and/or with to promote walkability of Downtown
- Sign should be sustainable - i.e. sign materials should stand test of time with minimal maintenance
- Sign should be aesthetically pleasing - i.e. an artistic feel over an industrial look
- Sign should be relevant to both locals and visitors
- Sign must have capability to light up (daytime element/nighttime element); (option for color change appreciated, but not required). The sign can not be digital. The designer / contractor will need to coordinate with SDG&E for electrical connections. Connection to the existing Street Lighting system will need

to be reviewed and approved by the City Engineer and the Director of Public Works. If a separate electrical connection is needed, the City Planner will need to assign an address for the sign in order to obtain an electrical meter.

- Sign should be cohesive with existing signs and public art in area, i.e. Star Theater, Brooks Theater, SALT Sculpture
- Sign should be timeless

### **Additional Direction**

- Creativity encouraged
- Open to a quaint, historical, retro or contemporary interpretation that is respectful of historic elements, long-lasting, complimentary with other highly visible elements in the area and local architecture
- Consider using Visit Oceanside's colors (blues, oranges), brand, feel, font
- Sign can either be single or dual-sided - i.e. can read from East or West side

### **What To Avoid**

- Focusing too much on sealife, dolphins, etc as Oceanside is more than just the beach (already self evident); subtle hints of sea elements OK
- Overly complex designs; simplicity is preferred
- Materials that require constant maintenance; avoid stainless steel
- Copying neighboring communities

### **Constraints**

- The sign should not significantly interfere with pedestrian traffic and pedestrians should not be able to easily disrupt and/or vandalize the sign
- The City of Oceanside Engineering Department requires that the sign should provide a minimum of 14' clearance with 15' being ideal
- Placemaking sign design and installation requirements will require City Council approval and must be consistent with the City of Oceanside Zoning Ordinance including Article 33 - Signs and with the City Local Coastal Plan.
- The design should not significantly obstruct existing coastal views of the ocean and the Pier.
- Selected contractor must sign the City of Oceanside Professional Services Agreement (copy attached).

### **Permits**

- The selected shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the selected shall obtain include, but are not necessarily limited to, the following: Coastal

Zone Permits, Building Permit, SDG&E design and work order, City issued Right-of -Way Permit, Plan Review Fees by the City and Traffic Control Plan

### Selection Process

Budget for this project is up to \$100,000 to include design, engineering, production and installation.

Proposal review will be split into two rounds.

**Round 1:** Participants are asked to submit a concept and design with a description of the experience.

At a minimum your proposals should include the following:

1. Visual mock-up(s) of the proposed sign in PDF, JPEG, Word or Powerpoint format
2. A brief description of your piece and how or why you think it fits within the context of Oceanside's Downtown
3. Any relevant links (to your site or other works you have done)
4. Cost is important and will be considered in our final selection. We are anticipating the all-in cost of the piece to be between \$75,000 - \$100,000. Please let us know how much it would cost including installation and at least 1 year of maintenance. A detailed budget is not required for Round 1 submissions.

The top 5 concepts will be selected to move into Round 2 and will be given a stipend of \$1,000 and a timeline of 4 weeks to further flesh out their designs. Selection of the top five finalists will be made within 4 weeks of the initial submission due date.

Round 1 Proposals are due by **JANUARY 13, 2021** and should be emailed to [lauren@osideproperties.com](mailto:lauren@osideproperties.com) with the subject line "**Oceanside Landmark Sign**"

**Round 2:** The top five finalists will be given \$1,000 and four weeks (from the date of selection) to create a detailed proposal and budget.

Successful proposals shall include:

1. Scope of Required Services – Describe the services the Contractor proposes to provide, including all the required scope items detailed above.
2. Rendering - Rendering of the signage at the Pier View and Tremont intersection to illustrate the potential impacts to existing views.
3. Cost Proposal – Detail all costs, permits, fabrication specs, installation, shipping and other fees.

3. Timeline – Provide an estimated timeline for completion and implementation of the Scope of Required Services.
4. References – Provide references and contact information for at least three public agencies for which the Contractor has provided comparable services.
5. Description of Contractor’s Experience.
6. Project Team – Provide the names and resumes of all members of the project team. Indicate who will be the City’s primary point of contact for this engagement.
7. Exceptions to RFP Specifications or City Contract.
8. Terms – Installments upon deliverables. 20% upon selection, benchmarks for further payment (could include a visit to the production site to ensure that the production is sound) and final 20% upon installation. Please list the terms of a contract that would be important to you; upfront deposit to cover costs, progress payments if required or anything else you feel is important.

The selected proposal will be required to enter into a contractual agreement, inclusive of insurance and indemnification requirements with the City of Oceanside in accordance with the standard Professional Services Agreement.

The top five proposals will be reviewed by the ‘Placemaking’ Ad Hoc Committee of the Property and Business Improvement District Governing Board and the Oceanside Arts Commission. The finalists will be granted interviews (to be made by phone or in person), which will allow the finalists an opportunity to verbally share their thoughts on their proposal. Following interviews, the top three candidates will be selected and their ideas presented to the public in the form of a poll. Oceanside residents and Downtown business owners will be given the opportunity to vote for their top choice.

The candidate with the most public votes will be selected to move forward with the project and their design submitted to City Council for approvals.

### **Final Thoughts**

This is a project that has the capability to provide incredible visibility to a burgeoning area that is culturally and historically significant. We hope you can create a piece that has lasting value and quality and that can be enjoyed by the many people living and visiting Oceanside. We appreciate you taking the time to become a part of this public art opportunity!

### **Primary Contact**

**Lauren Sweeton**

Chair of the Placemaking Ad Hoc Committee of the Property and Business Improvement District Governing Board

Email: [lauren@osideproperties.com](mailto:lauren@osideproperties.com)

## **CITY OF OCEANSIDE**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **PROJECT: OCEANSIDE LANDMARK SIGN**

THIS AGREEMENT, dated December 2, 2020 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and \_\_\_\_\_, hereinafter designated as "CONSULTANT."

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

1. **SCOPE OF WORK.** The project is more particularly described as follows:
  - Create an iconic Oceanside sign to “Placemake” the Property and Business Improvement District, located in Downtown Oceanside. The sign will act as a new landmark at the ‘heart’ of the Sunset Market and create a ‘place’ that locals and visitors are invited to enjoy for decades to come. This sign will ‘brand’ Downtown and act as the inspiration for a ‘Wayfinding’ sign program to follow.
  - The sign should not significantly interfere with pedestrian traffic and pedestrians should not be able to easily disrupt and/or vandalize the sign
  - The City of Oceanside Engineering Department requires that the sign should provide a minimum of 14’ clearance with 15’ being ideal
  - Placemaking sign design and installation requirements will require City Council approval and must be consistent with the City of Oceanside Zoning Ordinance including Article 33 - Signs and with the City Local Coastal Plan.
  - The design should not significantly obstruct existing coastal views of the ocean and the Pier.
  - Sign must have capability to light up (daytime element/nighttime element); (option for color change appreciated, but not required). The sign can not be digital. The designer / contractor will need to coordinate with SDG&E for electrical connections. Connection to the existing Street Lighting system will need to be reviewed and approved by the City Engineer and the Director of Public Works. If a separate electrical connection is needed, the City Planner will need to assign an address for the sign in order to obtain an electrical meter.
  - The design cannot block the sidewalk or impede ADA pathway / ramps at any point.
  - Work that affects the roadway, sidewalk, curb or gutter will need to be reviewed and approved by the City Engineer.

- The sign foundation will need to be reviewed by the City of Oceanside Engineering Department and approved by the Building Department.

**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 its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. 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.**

**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                      \$ 2,000,000

General Aggregate \$ 4,000,000\*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence \$ 2,000,000

General limit project specific aggregate \$ 4,000,000

Automobile Liability Insurance \$ 2,000,000

\*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.

**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 Two Million Dollars (\$2,000,000.00).

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 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, 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.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$

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 that results in incidental expenses to CITY.

**9. TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].

**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.

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.

[NAME OF CONSULTANT]

CITY OF OCEANSIDE

By: Name/Title

By: City Manager

Date:

Date:

By: Name/Title

APPROVED AS TO FORM:

Date:

City Attorney

Employer ID No.

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