

STAFF REPORT



ITEM NO. 11
CITY OF OCEANSIDE

DATE: June 18, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$21,000 FOR A PROFESSIONAL SERVICES AGREEMENT WITH RAILPROS INCORPORATED FOR A REVISED QUIET ZONE DESIGN**

SYNOPSIS

Staff recommends that the City Council approve a purchase order in the amount of \$21,000 for a Professional Service Agreement with RailPros, Incorporated (RailPros), of Tustin for a revised quiet zone design, and authorize the Financial Services Director, or designee, to execute the purchase order.

BACKGROUND

In 2004, the Federal Railroad Administration (FRA) was in the process of issuing a Final Rule (final rule) on the Use of Locomotive Horns at Highway-Rail Grade Crossings. In anticipation of the issuance of the final rule, City Council provided direction to City staff to investigate the opportunity of realizing a railroad quiet zone for the North County Transit District (NCTD) main line. In 2006, the NCTD Board adopted a policy for working with cities to establish quiet zones in accordance with the final rule. After the NCTD policy adoption, City staff was better equipped to provide a response to the City Council request. Therefore, on October 13, 2006, the City entered into a Professional Service Agreement (PSA) with RailPros to provide a conceptual design and cost estimate for the development of a railroad quiet zone. The PSA contract amount was \$29,700. Due to additional work needs, an amendment to the original PSA was executed on April 30, 2007. The \$10,300 amendment increased the total contract amount to \$40,000.

On May 2, 2007, City staff provided a quiet zone presentation to City Council. The information provided in the presentation was based upon input from NCTD, Amtrak, Southern California Regional Rail Authority (SCRRA) Metrolink, BNSF Railway freight service, the California Public Utilities Commission (CPUC), and RailPros. The presentation identified that the total capital expenditure regarding a quiet zone implementation for the NCTD main line, was estimated to range between \$7,000,000 and \$9,000,000. At that time, City Council provided direction to City staff to search for outside funding sources. As part of the search, staff was to obtain citizen input concerning the funding of a quiet zone through the creation of an assessment district.

On October 10, 2007, City staff provided a pass-through memorandum to City Council regarding the results of the quiet zone assessment district survey (Attachment 2).

Since May 2007, the overall approach and requirements to implement a quiet zone on the NCTD main line rail has significantly changed. First, Amtrak is constructing a passing track which changes the site conditions and improves safety parameters at two of the five crossings. Second, the CPUC has issued a document that clarifies the applicability of pedestrian gates. Third, BNSF, SCRRA, and the FRA are more amenable to considering Alternative Safety Measures (ASMs). Finally, proposed developments within the downtown area have received project conditions that when implemented will improve safety conditions. Although the project conditions specifically mitigate the impacts from the project, some of the improvements will also increase Mission Avenue grade crossing safety. In conclusion, it is anticipated that the sum of these changes will significantly reduce the overall quiet zone implementation cost.

City staff is seeking approval to execute a \$21,000 PSA in order to present City Council the current cost associated with implementing a quiet zone based on updated criteria. A \$21,000 PSA does not typically require City Council approval. However, the new Procurement of Goods and Services Directive may be interpreted to view this action as an aggregate value. If considered in this manner, the total contract amount would be \$61,000. Since the aggregate value would exceed \$50,000, City Council approval is required.

ANALYSIS

Bids were solicited from four companies. Only one company, RailPros, Inc., submitted a bid; the bids are listed on Attachment 1.

FISCAL IMPACT

The original Professional Service Agreement with RailPros, Inc., was for \$29,700. A contract amendment for an additional \$10,300 was approved on April 30, 2007, for a total of \$40,000. The new contract amount for additional diagnostic analysis is \$21,000 for a total aggregate amount of \$61,000 requiring City Council approval.

The Capital Budget available for the project (212.779672) for FY 2007-08 is \$80,000 with expenditures through May 13, 2008, of \$14,560 which leaves an available balance of \$65,440. Therefore, sufficient funds are available.

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

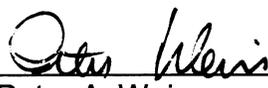
Staff recommends that the City Council approve a purchase order in the amount of \$21,000 for a Professional Service Agreement with RailPros, Incorporated (RailPros), of Tustin for a revised quiet zone design, and authorize the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:



Scott O'Brian Smith
City Engineer

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lauren Wasserman, Interim Development Services Director

Teri Ferro, Financial Services Director







Attachments:

Attachment 1 – Bid Schedule

Attachment 2 – Pass Through Memo dated October 10, 2007

Attachment 3 – Staff Report dated April 11, 2007

PSA Railroad Quiet Zone Development for RailPros, Inc.

RAILROAD QUITE ZONE DEVELOPMENT
March 3, 2008

Betcaf & Eddy, Inc. 610 West Ash Street, Ste 700 San Diego, CA 92101 bruce.engerholm@m-e.aecom.com	Did not respond to RFP.
Booz Allen Hamilton, Inc. 444 Flower Street Los Angeles, CA 90071 rfpservices@bah.com	Did not respond to RFP.
Wilson & Company, Inc. 701 B Street, Ste. 1220 San Diego, Ca 92101 steve.watt@wilsonco.com	Did not respond to RFP.
RailPros, Inc. 25 Mauchly Drive, Ste 329 Irvine, CA 92618 eric@railpros.com	\$21,000

M E M O R A N D U M

Public Works Department Engineering Division

To: Honorable Mayor and City Council

Through: Peter Weiss, City Manager

From: Scott O. Smith, City Engineer

Date: October 10, 2007

Subject: **Quiet Zone Assessment District Survey**

The Engineering Division has collected and analyzed survey data that represents property owner interest level regarding participation in a quiet zone assessment district. The survey target area included those Oceanside properties located west of Interstate 5 (I-5). Based upon an evaluation of train horn noise intensity vs. distance, those properties located west of I-5 were identified with the most potential to receive a direct benefit. Determination for final or true benefits would ultimately vary from property to property and require a thorough analysis by an assessment engineer. However, for this preliminary survey, the established boundary was intended to simply gauge a level of interest and willingness for participation. In an effort to facilitate a comprehensive response, three alternatives for reply were provided. The options included:

- 1) Three community meetings, which were held in the months of July and August 2007
- 2) An internet survey form located on the Engineering Division web page
- 3) A postage free post card that was sent with a survey notification mailing

The results of the subject survey are as follows:

Description	Count	% of Total	% of Response
Approximate number of properties located west of I-5	6,200	100	-
Total responses	2,005	32	100
Do not support Quiet Zone	1,339	22	67
Support Quiet Zone, but not financially	322	5	16
Support Quiet Zone, with an individual financial commitment	344	6	17

Based upon the responses received, there does not appear to be a consensus to support the creation of a City of Oceanside quiet zone assessment district. A "Quiet Zone Survey Map" that displays the results of the survey will be posted on the internet at the following address www.ci.oceanside.ca.us/engineering

The "Final Rule" on the use of locomotive horns at highway-rail grade crossings permits a minimum quiet zone length of one-half mile. As an option, staff is assessing the improvements necessary to implement a quiet zone in the core downtown area. Therefore, City staff recommends the next step to be a search for alternate funding sources, examine the various possible configurations, and evaluate the possibility of implementing a phased approach.

cc: file

ITEM NO. 10

CITY OF OCEANSIDE

STAFF REPORT

DATE: April 11, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PRELIMINARY REVIEW AND DISCUSSION OF QUIET ZONE
CONCEPTUAL DESIGN AND COST ESTIMATE**

SYNOPSIS

Staff recommends that the City Council review the quiet zone conceptual design, examine the cost of implementation, and provide direction to staff.

BACKGROUND

In response to a legislative mandate, the Federal Railroad Administration (FRA) issued its Final Rule (final rule) on the Use of Locomotive Horns at Highway-Rail Grade Crossings in mid-2005. The final rule provides an opportunity, not available until now, for localities nationwide to mitigate the effects of train horn noise by establishing new railroad "quiet zones". The intent of a quiet zone is to give communities that are adjacent to a railroad corridor an opportunity to promote neighborhood quality of life, by limiting the impacts of horn blasts; this opportunity is realized through an enhancement of fixed safety improvements at highway-rail grade crossings.

Prior to 2005, the FRA regulations required freight and passenger trains to sound horns, at approximately 100-decibels, as a warning to motorists and pedestrians in approaching highway-rail grade crossings. Depending upon the speed of the train, horns could be sounded as much as ¼-mile in advance of the highway-rail grade crossing.

In general, the final rule requires the implementation of Supplemental Safety Measures (SSMs) at each crossing to compensate for the horns that are no longer being sounded at the crossing. The most common SSMs that address vehicle safety are raised median extensions and exit gates. If pedestrian safety is identified as a concern by the roadway owner, railroads, and/or regulatory agencies, additional improvements may be necessary. The final rule is not as prescriptive with pedestrian safety improvements as with vehicle safety improvements. Therefore, the final rule requires the local entities to come to an agreement on the implementation of appropriate pedestrian safety improvements.

In 2006, the North County Transit District (NCTD) Board adopted a policy for working with cities to establish quiet zones in accordance with the final rule. The policy outlines process, capital cost responsibilities, and maintenance cost responsibilities.

Late in 2006, the City contracted RailPros Incorporated (RailPros) as a quiet zone design consultant to provide assistance in implementing a quiet zone in accordance with the final rule, NCTD policy, and applicable California Public Utilities Commission (CPUC) regulations.

The City is pursuing the implementation of a quiet zone along the NCTD main line; silencing the sounding of train horns at the following at-grade crossings:

- Surfrider Way
- Mission Avenue
- Wisconsin Avenue
- Oceanside Boulevard
- Cassidy Street

The following railroad entities operate at some or all of these crossings:

- NCTD Coaster Commuter Service
- Amtrak Pacific Surfliner Intercity Passenger Service
- Southern California Regional Rail Authority (SCRRA) Metrolink Commuter Service
- BNSF Railway freight service

It should be noted that a quiet zone does not completely eliminate noise associated with railroad crossings. Warning bells will continue to sound and train operators are permitted to blast the horn when safety concerns are present, such as pedestrians walking in the railroad corridor.

ANALYSIS

In November 2006, RailPros and the City participated in a diagnostic meeting, with the railroad operating entities and the CPUC, to discuss what improvements would be required at each crossing in order to implement a quiet zone. In general, the required vehicular SSMs consist of:

- Exit Gates
- Raised Median Extensions
- Driveway relocations/closures

In order to adequately address pedestrian safety, the following improvements are necessary:

- Reconfiguration of Sidewalks
- Pedestrian Channelization
- Installation of Detectable Warning Strips at Sidewalk Approaches to Tracks
- Pedestrian Gates

Attached to the staff report are conceptual design exhibits and cost estimates which reveal the proposed improvements for each crossing. The estimated cost for the railroad signal improvements were provided by NCTD, developed by Pacific Railway Enterprises. All other costs were developed by RailPros, based on information provided by the City of Oceanside, City of San Diego, and NCTD.

In February 2007 the City sent out a notice of intent (NOI) to establish the new quiet zone, as required under the final rule. The NOI is the first official notice and provides a 60-day comment period for all involved parties.

FISCAL IMPACT

The total capital expenditure regarding the implementation of a quiet zone for the NCTD main line with five at-grade crossings is estimated to range between \$7,000,000 and \$9,000,000. This initial estimate presents a low and high figure as effort to account for the sizeable variations typically found for a project scoped at this early stage. Quiet zone funding alternatives include: specific quiet zone grant or federal appropriation money, use of existing street maintenance grant monies, or the formation of an assessment district.

In 2006, City staff submitted a federal appropriations request to fund the implementation of a quiet zone. Staff is currently awaiting response to that \$2 million appropriation submission; the potential to receive this funding is unknown.

Existing street maintenance funds may be diverted on an annual basis to fund approximately \$250,000 to \$500,000 to the quiet zone. The annual street maintenance fund is approximately \$3.5 million; this fund supports the City street restoration program which maintains and prolongs the life of paved surfaces within the public right-of-way. Reallocation of street maintenance funds will delay a portion of the maintenance effort to City streets.

The final funding alternative requires the formation of an assessment district, which enables funding through a long-term bond. Guarantee and payment of a quiet zone bond would be equally shared between private parties within the newly created district. Many details and parameters for the formation of a new assessment district would need

to be outlined and voted upon. However, the initial estimate for a 20-year tax exempt, non-rated assessment bond at the current market rate (March 27, 2007), applied to approximately 1,000 benefiting units, yields the following annual cost:

Table 1

Funding Amount	Annual Cost	Annual City Share	Annual Cost for Each Unit
\$9 million	\$725,000	-	\$725
\$7 million	\$570,000	-	\$570
\$9 million	\$725,000	\$250,000	\$475
\$7 million	\$570,000	\$250,000	\$320

The presented alternatives are not necessarily mutually exclusive from one another; as shown in Table 1, each alternative may be structured to bear the entire burden or combined to create a cost-share option. Therefore, fiscal impact is primarily determined by the option selected.

In addition to capital costs, the City is required to reimburse NCTD for maintenance of the additional quiet zone signal facilities. Annual maintenance costs have not yet been developed by NCTD. However, based upon maintenance cost from other railroads, RailPros estimates the annual maintenance expense to be \$25,000 to \$50,000 per year. The City will also be obligated to pay capital replacement costs regarding all equipment added as part of the quiet zone implementation. For example, if a truck knocks out an exit gate mechanism, the City will need to reimburse NCTD for replacing the exit gate mechanism. In general, the City acquires a permanent financial obligation for the replacement and maintenance of all new improvements resultant from the quiet zone implementation.

INSURANCE REQUIREMENTS

NCTD will require insurance coverage for the quiet zone. Currently, these costs have not been determined. At the June 2006 NCTD Board meeting, NCTD legal counsel indicated that there was a tentative agreement with their insurance carrier to provide "additional insured" coverage for cities. At that time, the insurance fee was estimated at \$500 to \$700 per crossing, per year. However, NCTD has recently revealed that this may not be the case; the City of Placentia was paying approximately \$350,000 per year to insure eight crossings within the City's quiet zone during the interim period before the final rule was adopted.

COMMISSION OR COMMITTEE REPORT

A staff update to the Transportation Commission was provided on March 20, 2007, no action was taken.

CITY ATTORNEY'S ANALYSIS

Does not apply.

RECOMMENDATION

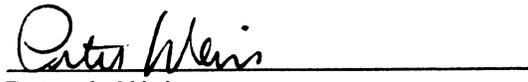
Staff recommends that the City Council review the quiet zone conceptual design, examine the cost of implementation, and provide direction to staff.

PREPARED BY:

SUBMITTED BY:



Scott O. Smith
Acting City Engineer



Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director



Project:	Oceanside Quiet Zone
Estimate:	Total Project Budget - Conceptual Design
By:	RailPro, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Total (Low)	Total (High)
Project Costs						
City Costs					\$2,206,669	\$3,203,736
NCTD Costs					\$2,857,000	\$2,857,000
Total - Construction Costs					\$5,063,669	\$6,060,736
Non-Construction Costs						
Environmental and Permitting	5.0%				\$253,183	\$303,037
Quiet Zone Processing	5.0%				\$253,183	\$303,037
Project Management	5.0%				\$253,183	\$303,037
Construction Management	10.0%				\$506,367	\$606,074
City Administration	5.0%				\$253,183	\$303,037
NCTD Flag Protection	300	Person-Days	\$600	\$800	\$180,000	\$240,000
Total - Non-Construction Costs					\$1,699,101	\$2,058,221
Total - Construction + Non-Construction Costs					\$6,762,769	\$8,118,957
Escalation - 2 Years	4.5%				\$622,344	\$747,147
TOTAL					\$7,385,113	\$8,866,104
ROUNDED					\$7,000,000	\$9,000,000

**Oceanside Quiet Zone
NCTD Preliminary Cost Estimate**

Mile Post	Description	Unit	Quantity	Unit Price	Cost
Signal					
225.9	Surfrider Way	LS	1	\$ 400,000	\$ 400,000
226.2	Mission Avenue	LS	1	\$ 750,000	\$ 750,000
226.8	Wisconsin Avenue	LS	1	\$ 200,000	\$ 200,000
227.2	Oceanside Boulevard	LS	1	\$ 200,000	\$ 200,000
228.0	Cassidy Street	LS	1	\$ 175,000	\$ 175,000
Signal Subtotal					\$ 1,725,000
Civil					
225.9	Surfrider Way	LS	1	\$ 15,000	\$ 15,000
226.2	Mission Avenue	LS	1	\$ 35,000	\$ 35,000
226.8	Wisconsin Avenue	LS	1	\$ 25,000	\$ 25,000
227.2	Oceanside Boulevard	LS	1	\$ 25,000	\$ 25,000
228.0	Cassidy Street	LS	1	\$ 15,000	\$ 15,000
Civil Subtotal					\$ 115,000
Construction Subtotal					\$ 1,840,000
30% Contingency					\$ 552,000
Construction Total					\$ 2,392,000
Other Costs					
	Signal Engineering	LS	1	\$ 300,000	\$ 300,000
	Civil Engineering	LS	1	\$ 75,000	\$ 75,000
	Program Management	LS	1	\$ 50,000	\$ 50,000
	NCTD Staff	LS	1	\$ 40,000	\$ 40,000
Other Cost Total					\$ 465,000
Estimated Project Total					\$ 2,857,000

Project:	Oceanside Quiet Zone
Estimate:	City Estimate - Summary
By:	RailPros, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Total (Low)	Total (High)
Construction Costs						
City Costs - Civil and Traffic					\$1,234,500	\$1,792,300
Mobilization and Demobilization	10.0%				\$123,450	\$179,230
Total - Construction Costs					\$1,357,950	\$1,971,530
Other Costs - City						
Design	15.0%				\$203,693	\$295,730
Design Support During Construction	10.0%				\$135,795	\$197,153
Total - Other Costs, City					\$339,488	\$492,883
Total - Construction + Other Costs					\$1,697,438	\$2,464,413
Contingency	30.0%				\$509,231	\$739,324
Total with Contingency					\$2,206,669	\$3,203,736

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Crossings - Summary
By:	RailPros, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)
Demolish and Remove								
Median	320	LF	\$100	\$150	\$32,000	\$48,000		
Curb	400	LF	\$20	\$30	\$8,000	\$12,000		
Curb and gutter	70	LF	\$20	\$30	\$1,400	\$2,100		
Curb ramp	0	EA	\$800	\$1,000	\$0	\$0		
Driveway	800	SF	\$5	\$10	\$4,000	\$8,000		
Sidewalk	2800	SF	\$5	\$10	\$14,000	\$28,000		
Landscaped Area	100	SF	\$2	\$5	\$200	\$500		
Chain-link fence	0	LF	\$5	\$7	\$0	\$0		
Tubular steel fence	0	LF	\$15	\$20	\$0	\$0		
Pedestrian railing	0	LF	\$20	\$25	\$0	\$0		
Asphalt Paving - 4"	6500	SF	\$5	\$10	\$32,500	\$65,000		
Crossing Panel	250	TF	\$40	\$50	\$10,000	\$12,500		
Signing and Striping	4940	Lane Foot	\$5	\$10	\$24,700	\$49,400		
SUBTOTAL - Demolish and Remove							\$126,800	\$225,500
Construct New								
Median	310	LF	\$300	\$400	\$93,000	\$124,000		
Curb	400	LF	\$50	\$60	\$20,000	\$24,000		
Curb and gutter	70	LF	\$50	\$60	\$3,500	\$4,200		
Curb ramp	0	EA	\$4,000	\$5,000	\$0	\$0		
Driveway	800	SF	\$50	\$60	\$40,000	\$48,000		
Sidewalk	2800	SF	\$40	\$50	\$112,000	\$140,000		
Landscaped Area	1600	SF	\$30	\$40	\$48,000	\$64,000		
Chain-link fence	0	LF	\$20	\$30	\$0	\$0		
Tubular steel fence	3040	LF	\$100	\$120	\$304,000	\$364,800		
Pedestrian railing	400	LF	\$100	\$120	\$40,000	\$48,000		
Detectable warning strip	112	LF	\$100	\$150	\$11,200	\$16,800		
Pedestrian swing gate	5	EA	\$1,000	\$2,000	\$5,000	\$10,000		
Asphalt Paving - 4"	6500	SF	\$20	\$30	\$130,000	\$195,000		
Crossing Panel	190	TF	\$400	\$1,200	\$76,000	\$228,000		
Signing and Striping	5000	Lane Feet	\$15	\$20	\$75,000	\$100,000		
Queue-Cutter Traffic Signal	1	EA	\$150,000	\$200,000	\$150,000	\$200,000		
SUBTOTAL - Construct New							\$1,107,700	\$1,566,800
TOTAL							\$1,234,500	\$1,792,300

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Surfrider Way
By:	RailPros, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)
Demolish and Remove								
Median	40	LF	\$100	\$150	\$4,000	\$6,000		
Curb		LF	\$20	\$30	\$0	\$0		
Curb and gutter	70	LF	\$20	\$30	\$1,400	\$2,100		
Curb ramp		EA	\$800	\$1,000	\$0	\$0		
Driveway		SF	\$5	\$10	\$0	\$0		
Sidewalk	700	SF	\$5	\$10	\$3,500	\$7,000		
Landscaped Area		SF	\$2	\$5	\$0	\$0		
Chain-link fence		LF	\$5	\$7	\$0	\$0		
Tubular steel fence		LF	\$15	\$20	\$0	\$0		
Pedestrian railing		LF	\$20	\$25	\$0	\$0		
Asphalt Paving - 4"	1500	SF	\$5	\$10	\$7,500	\$15,000		
Crossing Panel	70	TF	\$40	\$50	\$2,800	\$3,500		
Signing and Striping	1000	Lane Foot	\$5	\$10	\$5,000	\$10,000		
SUBTOTAL - Demolish and Remove							\$24,200	\$43,600
Construct New								
Median	100	LF	\$300	\$400	\$30,000	\$40,000		
Curb		LF	\$50	\$60	\$0	\$0		
Curb and gutter	70	LF	\$50	\$60	\$3,500	\$4,200		
Curb ramp		EA	\$4,000	\$5,000	\$0	\$0		
Driveway		SF	\$50	\$60	\$0	\$0		
Sidewalk	700	SF	\$40	\$50	\$28,000	\$35,000		
Landscaped Area	300	SF	\$30	\$40	\$9,000	\$12,000		
Chain-link fence		LF	\$20	\$30	\$0	\$0		
Tubular steel fence	240	LF	\$100	\$120	\$24,000	\$28,800		
Pedestrian railing		LF	\$100	\$120	\$0	\$0		
Detectable warning strip	24	LF	\$100	\$150	\$2,400	\$3,600		
Pedestrian swing gate		EA	\$1,000	\$2,000	\$0	\$0		
Asphalt Paving - 4"	1500	SF	\$20	\$30	\$30,000	\$45,000		
Crossing Panel	10	TF	\$400	\$1,200	\$4,000	\$12,000		
Signing and Striping	1000	Lane Feet	\$15	\$20	\$15,000	\$20,000		
Queue-Cutter Traffic Signal		EA	\$150,000	\$200,000	\$0	\$0		
SUBTOTAL - Construct New							\$145,900	\$200,600
TOTAL							\$170,100	\$244,200

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Mission Avenue
By:	RailPros, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)
Demolish and Remove								
Median		LF	\$100	\$150	\$0	\$0		
Curb	400	LF	\$20	\$30	\$8,000	\$12,000		
Curb and gutter		LF	\$20	\$30	\$0	\$0		
Curb ramp		EA	\$800	\$1,000	\$0	\$0		
Driveway	500	SF	\$5	\$10	\$2,500	\$5,000		
Sidewalk	500	SF	\$5	\$10	\$2,500	\$5,000		
Landscaped Area		SF	\$2	\$5	\$0	\$0		
Chain-link fence		LF	\$5	\$7	\$0	\$0		
Tubular steel fence		LF	\$15	\$20	\$0	\$0		
Pedestrian railing		LF	\$20	\$25	\$0	\$0		
Asphalt Paving - 4"		SF	\$5	\$10	\$0	\$0		
Crossing Panel		TF	\$40	\$50	\$0	\$0		
Signing and Striping	1600	Lane Foot	\$5	\$10	\$8,000	\$16,000		
SUBTOTAL - Demolish and Remove							\$21,000	\$38,000
Construct New								
Median		LF	\$300	\$400	\$0	\$0		
Curb	400	LF	\$50	\$60	\$20,000	\$24,000		
Curb and gutter		LF	\$50	\$60	\$0	\$0		
Curb ramp		EA	\$4,000	\$5,000	\$0	\$0		
Driveway	500	SF	\$50	\$60	\$25,000	\$30,000		
Sidewalk	500	SF	\$40	\$50	\$20,000	\$25,000		
Landscaped Area		SF	\$30	\$40	\$0	\$0		
Chain-link fence		LF	\$20	\$30	\$0	\$0		
Tubular steel fence	400	LF	\$100	\$120	\$40,000	\$48,000		
Pedestrian railing	400	LF	\$100	\$120	\$40,000	\$48,000		
Detectable warning strip	64	LF	\$100	\$150	\$6,400	\$9,600		
Pedestrian swing gate	4	EA	\$1,000	\$2,000	\$4,000	\$8,000		
Asphalt Paving - 4"		SF	\$20	\$30	\$0	\$0		
Crossing Panel		TF	\$400	\$1,200	\$0	\$0		
Signing and Striping	1600	Lane Feet	\$15	\$20	\$24,000	\$32,000		
Queue-Cutter Traffic Signal	1	EA	\$150,000	\$200,000	\$150,000	\$200,000		
SUBTOTAL - Construct New							\$329,400	\$424,600
TOTAL							\$350,400	\$462,600

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Wisconsin Street
By:	RailPros, Inc.
Date:	February 23, 2007

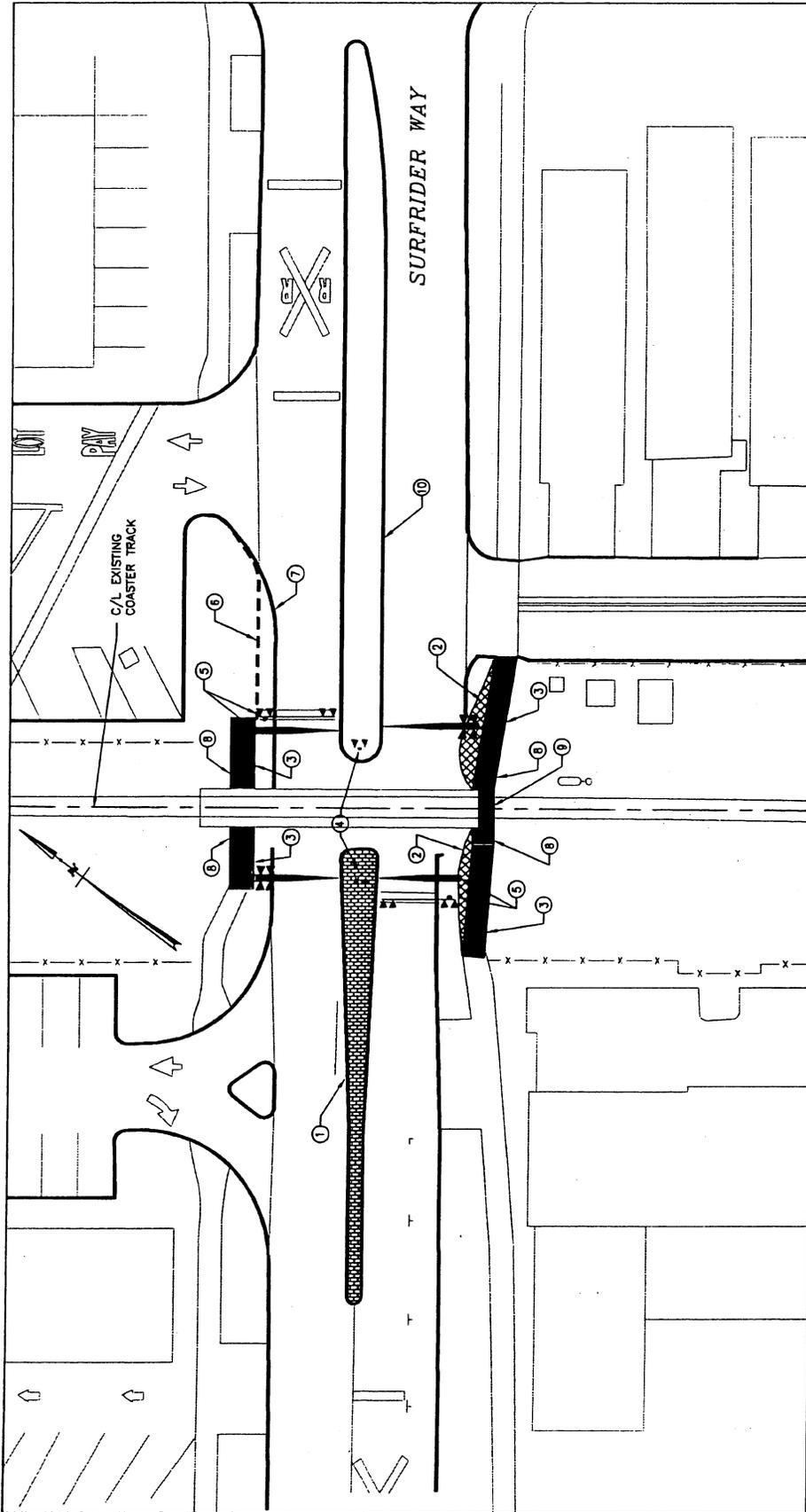
Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)
Demolish and Remove								
Median	80	LF	\$100	\$150	\$8,000	\$12,000		
Curb		LF	\$20	\$30	\$0	\$0		
Curb and gutter		LF	\$20	\$30	\$0	\$0		
Curb ramp		EA	\$800	\$1,000	\$0	\$0		
Driveway		SF	\$5	\$10	\$0	\$0		
Sidewalk	100	SF	\$5	\$10	\$500	\$1,000		
Landscaped Area	100	SF	\$2	\$5	\$200	\$500		
Chain-link fence		LF	\$5	\$7	\$0	\$0		
Tubular steel fence		LF	\$15	\$20	\$0	\$0		
Pedestrian railing		LF	\$20	\$25	\$0	\$0		
Asphalt Paving - 4"	5000	SF	\$5	\$10	\$25,000	\$50,000		
Crossing Panel	180	TF	\$40	\$50	\$7,200	\$9,000		
Signing and Striping	800	Lane Foot	\$5	\$10	\$4,000	\$8,000		
SUBTOTAL - Demolish and Remove							\$44,900	\$80,500
Construct New								
Median	10	LF	\$300	\$400	\$3,000	\$4,000		
Curb		LF	\$50	\$60	\$0	\$0		
Curb and gutter		LF	\$50	\$60	\$0	\$0		
Curb ramp		EA	\$4,000	\$5,000	\$0	\$0		
Driveway		SF	\$50	\$60	\$0	\$0		
Sidewalk	100	SF	\$40	\$50	\$4,000	\$5,000		
Landscaped Area	100	SF	\$30	\$40	\$3,000	\$4,000		
Chain-link fence		LF	\$20	\$30	\$0	\$0		
Tubular steel fence	800	LF	\$100	\$120	\$80,000	\$96,000		
Pedestrian railing		LF	\$100	\$120	\$0	\$0		
Detectable warning strip		LF	\$100	\$150	\$0	\$0		
Pedestrian swing gate		EA	\$1,000	\$2,000	\$0	\$0		
Asphalt Paving - 4"	5000	SF	\$20	\$30	\$100,000	\$150,000		
Crossing Panel	180	TF	\$400	\$1,200	\$72,000	\$216,000		
Signing and Striping	800	Lane Feet	\$15	\$20	\$12,000	\$16,000		
Queue-Cutter Traffic Signal		EA	\$150,000	\$200,000	\$0	\$0		
SUBTOTAL - Construct New							\$274,000	\$491,000
TOTAL							\$318,900	\$571,500

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Oceanside Boulevard
By:	RailPros, Inc.
Date:	February 23, 2007

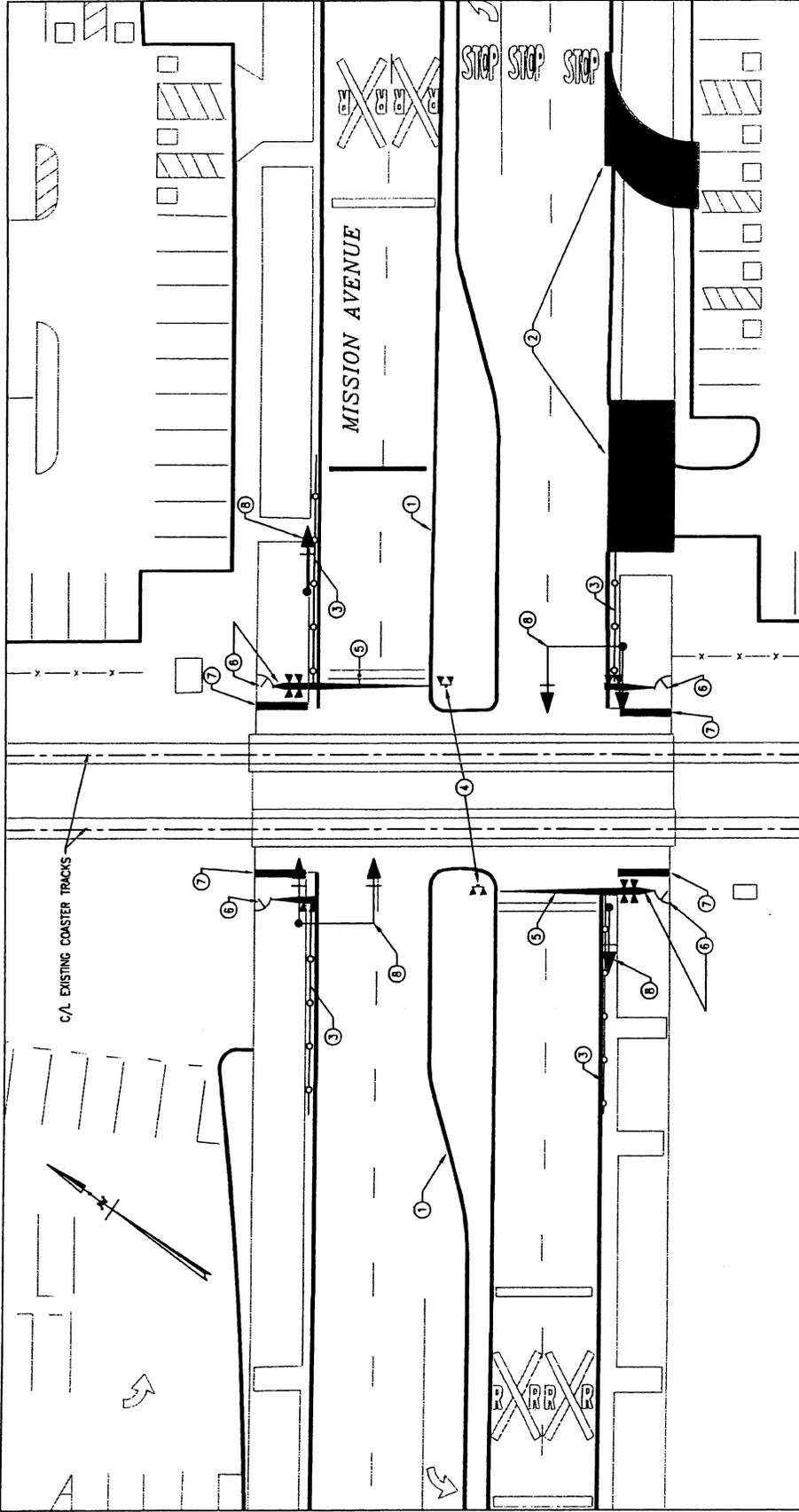
Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)
Demolish and Remove								
Median	100	LF	\$100	\$150	\$10,000	\$15,000		
Curb		LF	\$20	\$30	\$0	\$0		
Curb and gutter		LF	\$20	\$30	\$0	\$0		
Curb ramp		EA	\$800	\$1,000	\$0	\$0		
Driveway	300	SF	\$5	\$10	\$1,500	\$3,000		
Sidewalk	300	SF	\$5	\$10	\$1,500	\$3,000		
Landscaped Area		SF	\$2	\$5	\$0	\$0		
Chain-link fence		LF	\$5	\$7	\$0	\$0		
Tubular steel fence		LF	\$15	\$20	\$0	\$0		
Pedestrian railing		LF	\$20	\$25	\$0	\$0		
Asphalt Paving - 4"		SF	\$5	\$10	\$0	\$0		
Crossing Panel		TF	\$40	\$50	\$0	\$0		
Signing and Striping	1100	Lane Foot	\$5	\$10	\$5,500	\$11,000		
SUBTOTAL - Demolish and Remove							\$18,500	\$32,000
Construct New								
Median	100	LF	\$300	\$400	\$30,000	\$40,000		
Curb		LF	\$50	\$60	\$0	\$0		
Curb and gutter		LF	\$50	\$60	\$0	\$0		
Curb ramp		EA	\$4,000	\$5,000	\$0	\$0		
Driveway	300	SF	\$50	\$60	\$15,000	\$18,000		
Sidewalk	300	SF	\$40	\$50	\$12,000	\$15,000		
Landscaped Area		SF	\$30	\$40	\$0	\$0		
Chain-link fence		LF	\$20	\$30	\$0	\$0		
Tubular steel fence	800	LF	\$100	\$120	\$80,000	\$96,000		
Pedestrian railing		LF	\$100	\$120	\$0	\$0		
Detectable warning strip		LF	\$100	\$150	\$0	\$0		
Pedestrian swing gate		EA	\$1,000	\$2,000	\$0	\$0		
Asphalt Paving - 4"		SF	\$20	\$30	\$0	\$0		
Crossing Panel		TF	\$400	\$1,200	\$0	\$0		
Signing and Striping	1100	Lane Feet	\$15	\$20	\$16,500	\$22,000		
Queue-Cutter Traffic Signal		EA	\$150,000	\$200,000	\$0	\$0		
SUBTOTAL - Construct New							\$153,500	\$191,000
TOTAL							\$172,000	\$223,000

Project:	Oceanside Quiet Zone
Estimate:	Grade Crossing - Conceptual Design
Location:	Cassidy Street
By:	RailPros, Inc.
Date:	February 23, 2007

Description	Quantity	Unit	Unit Cost (Low)	Unit Cost (High)	Cost (Low)	Cost (High)	Total (Low)	Total (High)	
Demolish and Remove									
Median	100	LF	\$100	\$150	\$10,000	\$15,000			
Curb		LF	\$20	\$30	\$0	\$0			
Curb and gutter		LF	\$20	\$30	\$0	\$0			
Curb ramp		EA	\$800	\$1,000	\$0	\$0			
Driveway		SF	\$5	\$10	\$0	\$0			
Sidewalk	1200	SF	\$5	\$10	\$6,000	\$12,000			
Landscaped Area		SF	\$2	\$5	\$0	\$0			
Chain-link fence		LF	\$5	\$7	\$0	\$0			
Tubular steel fence		LF	\$15	\$20	\$0	\$0			
Pedestrian railing		LF	\$20	\$25	\$0	\$0			
Asphalt Paving - 4"		SF	\$5	\$10	\$0	\$0			
Crossing Panel		TF	\$40	\$50	\$0	\$0			
Signing and Striping	440	Lane Foot	\$5	\$10	\$2,200	\$4,400			
SUBTOTAL - Demolish and Remove								\$18,200	\$31,400
Construct New									
Median	100	LF	\$300	\$400	\$30,000	\$40,000			
Curb		LF	\$50	\$60	\$0	\$0			
Curb and gutter		LF	\$50	\$60	\$0	\$0			
Curb ramp		EA	\$4,000	\$5,000	\$0	\$0			
Driveway		SF	\$50	\$60	\$0	\$0			
Sidewalk	1200	SF	\$40	\$50	\$48,000	\$60,000			
Landscaped Area	1200	SF	\$30	\$40	\$36,000	\$48,000			
Chain-link fence		LF	\$20	\$30	\$0	\$0			
Tubular steel fence	800	LF	\$100	\$120	\$80,000	\$96,000			
Pedestrian railing		LF	\$100	\$120	\$0	\$0			
Detectable warning strip	24	LF	\$100	\$150	\$2,400	\$3,600			
Pedestrian swing gate	1	EA	\$1,000	\$2,000	\$1,000	\$2,000			
Asphalt Paving - 4"		SF	\$20	\$30	\$0	\$0			
Crossing Panel		TF	\$400	\$1,200	\$0	\$0			
Signing and Striping	500	Lane Feet	\$15	\$20	\$7,500	\$10,000			
Queue-Cutter Traffic Signal		EA	\$150,000	\$200,000	\$0	\$0			
SUBTOTAL - Construct New							\$204,900	\$259,600	
TOTAL							\$223,100	\$291,000	



<p>① EXTEND WESTERLY MEDIAN BEYOND DRIVEWAYS (CITY)</p> <p>② DEMOLISH AND REMOVE EXISTING SIDEWALK (CITY)</p> <p>③ CONSTRUCT SIDEWALK (CITY)</p> <p>④ EXISTING NO. 8 TO REMAIN</p> <p>⑤ RELOCATED NO. 9A (CITY)</p> <p>⑥ DEMOLISH AND REMOVE EXISTING CURB AND GUTTER (CITY)</p> <p>⑦ CONSTRUCT NEW CURB AND GUTTER (CITY)</p> <p>⑧ PROPOSED DETECTABLE WARNING STRIP (CITY)</p> <p>⑨ EXTEND CROSSING PANEL (CITY)</p> <p>⑩ EXISTING RAISED MEDIAN TO REMAIN</p>	<p>REV. DATE DESCRIPTION</p> <p>BY APP.</p>	<p>RAILPROS INC. 10000 S. GARDEN DRIVE, SUITE 100 IRVINE, CA 92618 TEL: (714) 952-8888 FAX: (714) 952-8788 E-MAIL: INFO@RAILPROS.COM</p>	<p>SURFRIDER WAY CONCEPTUAL PLAN</p> <p>DWG. NO. 1</p>
<p>CITY OF OCEANSIDE, CA RAILROAD QUIET ZONE</p>		<p>SCALE: 11" x 17" SHEET 1 OF 6 DESIGNED: EH DRAWN: JS CHECKED: EH DATE: FEB. 23, 2007</p>	



① MODIFY EXISTING MEDIAN WITH 6" MIN. CURBS AS MAY BE REQUIRED TO HAVE 6" MINIMUM CURBS FROM GATE TO A DISTANCE 100' BEYOND GATE (CITY)
 ② CLOSE EXISTING DRIVEWAY OR RELOCATE DRIVEWAY TO BE 60' MINIMUM FROM GATE (CITY)
 ③ CONSTRUCT PEDESTRIAN RAILING (CITY)
 ④ EXISTING NO. 8 TO REMAIN
 ⑤ EXISTING NO. 9 TO REMAIN
 ⑥ FUTURE QUEUE-CUTTER SIGNAL TO BE INSTALLED WHEN ADJACENT INTERSECTIONS ARE SIGNALIZED AND/OR WHEN REQUIRED BY QUEUING STUDY (CITY)
 ⑦ PROPOSED DETECTABLE WARNING STRIP (CITY)
 ⑧ PEDESTRIAN GATE AND SWING GATE (CITY)
 ⑨ PROPOSED PEDESTRIAN GATE AND SWING GATE DETAILS

REV.	DATE	DESCRIPTION	BY	APP.

RAILPROS INC.
 187 TECHNOLOGY DRIVE, SUITE 100
 IRVINE, CA 92614
 TEL: (949) 261-0000
 FAX: (949) 261-8788
 E-MAIL: INFO@RAILPROS.COM

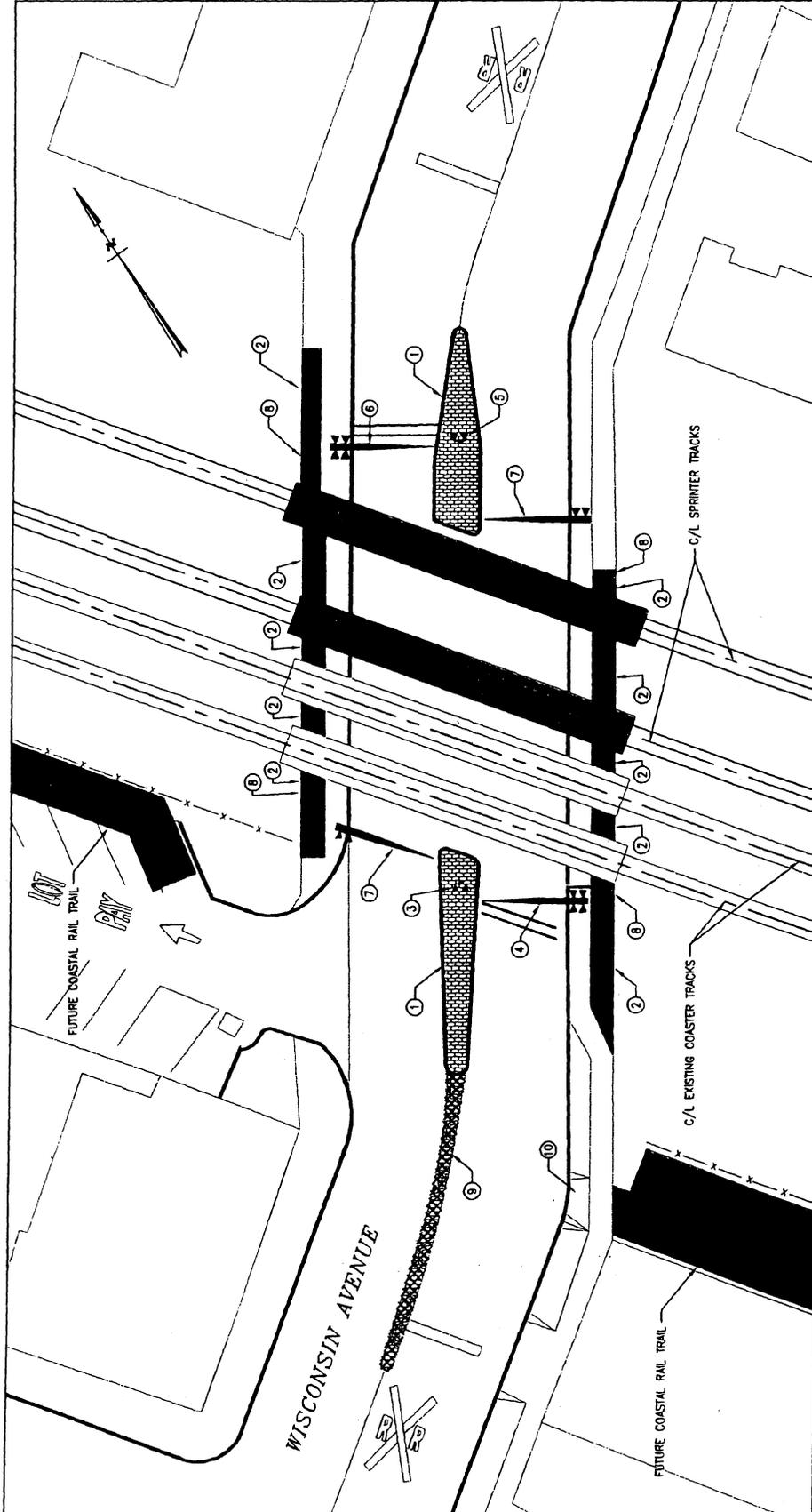
CITY OF OCEANSIDE, CA
 RAILROAD QUIET ZONE

SCALE: 1/8" = 1'-0"
 DESIGNED: EH | DRAWN: JS | CHECKED: EH | DATE: FEB. 23, 2007

MISSION STREET
 CONCEPTUAL PLAN

DWG. NO. 2
 SHEET 2 OF 5

NOTE: SEE SHEET 6 FOR NO. 9
 PEDESTRIAN GATE AND SWING
 GATE DETAILS



- ① RECONSTRUCT MEDIAN (NCTD/SPRINTER)
- ② CONSTRUCT NEW SIDEWALK (NCTD/SPRINTER)
- ③ EXISTING NO. 8 TO REMAIN
- ④ EXISTING NO. 9 TO REMAIN
- ⑤ RELOCATED NO. 8 (NCTD/SPRINTER)
- ⑥ RELOCATED NO. 9 (NCTD/SPRINTER)
- ⑦ PROPOSED NO. 9 EXIT GATE (CITY)
- ⑧ PROPOSED DETECTABLE WARNING STRIP (NCTD/SPRINTER)
- ⑨ REMOVE PORTION OF MEDIAN (CITY)
- ⑩ PROPOSED DRIVEWAY (CITY - COASTAL RAIL TRAIL PROJECT)

REV.	DATE	DESCRIPTION	BY	APP.

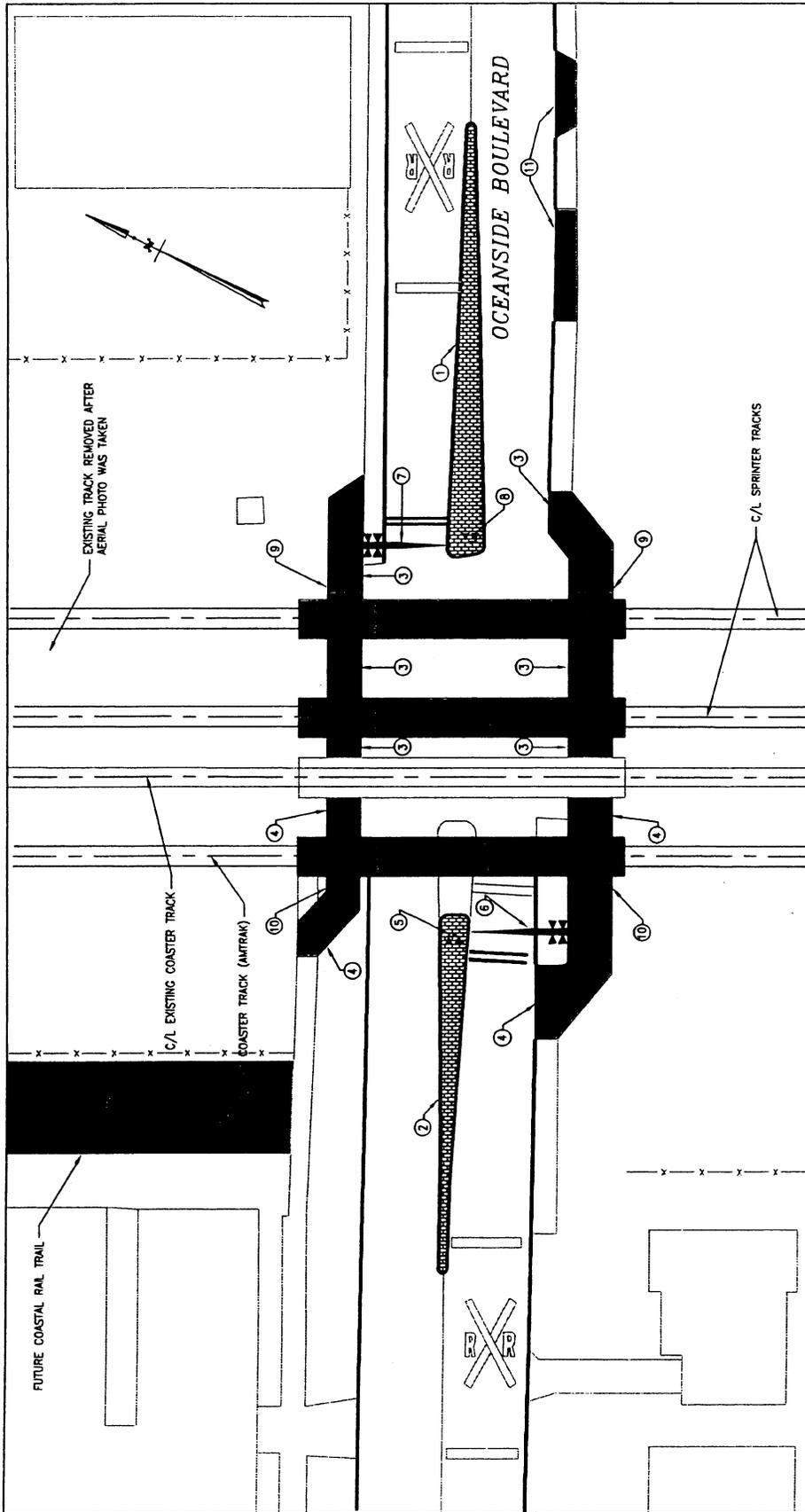
RAILPROS INC.
 10000 S. GARDEN DRIVE, SUITE R
 IRVINE, CA 92618
 WWW.RAILPROS.COM
 PHONE: (714) 932-8788
 FAX: (714) 932-8788

CITY OF OCEANSIDE, CA
 RAILROAD QUIET ZONE

WISCONSIN AVENUE
 CONCEPTUAL PLAN

SCALE: 11"x17" SHEET 3 OF 6
 DESIGNED: EH DRAWN: JS CHECKED: EH DATE: FEB. 23, 2007

DWG. NO. **3**



- ① RECONSTRUCT EAST MEDIAN WITH 6" MIN. CURBS (CITY)
- ② RECONSTRUCT WEST MEDIAN WITH 6" MIN. CURBS (AMTRAK)
- ③ CONSTRUCT NEW SIDEWALK (NCTD/SPRINTER)
- ④ CONSTRUCT NEW SIDEWALK (AMTRAK)
- ⑤ RELOCATED NO. 8 (AMTRAK)
- ⑥ RELOCATED NO. 9 (AMTRAK)
- ⑦ RELOCATED NO. 8 (NCTD/SPRINTER)
- ⑧ EXISTING NO. 8 TO REMAIN
- ⑨ PROPOSED DETECTABLE WARNING STRIP (NCTD/SPRINTER)
- ⑩ PROPOSED DETECTABLE WARNING STRIP (AMTRAK)
- ⑪ CLOSE EXISTING DRIVEWAY OR RELOCATE DRIVEWAY TO BE 60' MINIMUM FROM GATE

REV.	DATE	DESCRIPTION	BY	APP.

RAILPROS INC.
 188 TECHNOLOGY DRIVE, SUITE R
 OCEANSIDE, CA 92054
 WWW.RAILPROS.COM
 E-MAIL: INFO@RAILPROS.COM
 FAX: (714) 734-8768

CITY OF OCEANSIDE, CA
 RAILROAD QUIET ZONE

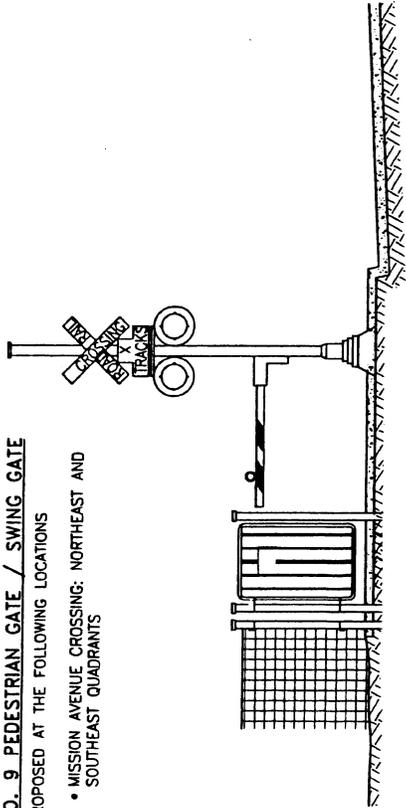
OCEANSIDE BOULEVARD
 CONCEPTUAL PLAN

DWG. NO. 4
 SCALE: 1"=117'
 SHEET 4 OF 6
 DESIGNED: EH DRAWN: JS CHECKED: EH DATE: FEB. 23, 2007

NO. 9 PEDESTRIAN GATE / SWING GATE

PROPOSED AT THE FOLLOWING LOCATIONS

- MISSION AVENUE CROSSING: NORTHEAST AND SOUTHEAST QUADRANTS

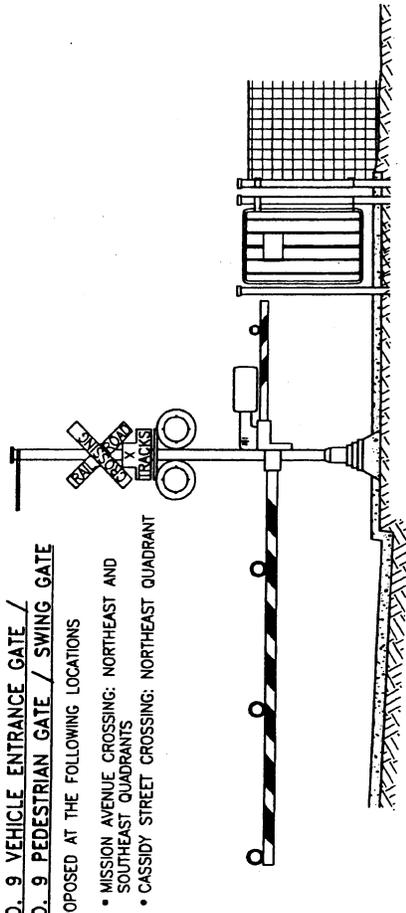


ELEVATION

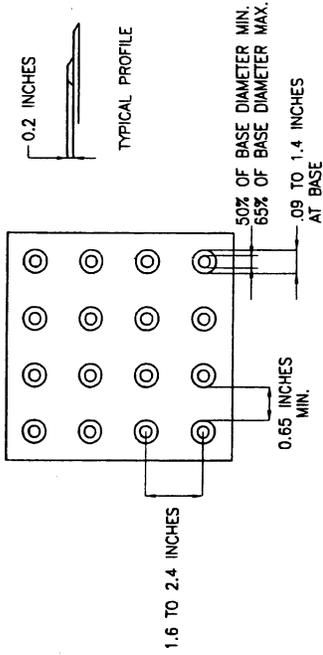
NO. 9 VEHICLE ENTRANCE GATE / SWING GATE

PROPOSED AT THE FOLLOWING LOCATIONS

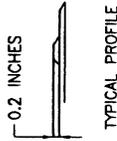
- MISSION AVENUE CROSSING: NORTHEAST AND SOUTHEAST QUADRANTS
- CASSIDY STREET CROSSING: NORTHEAST QUADRANT



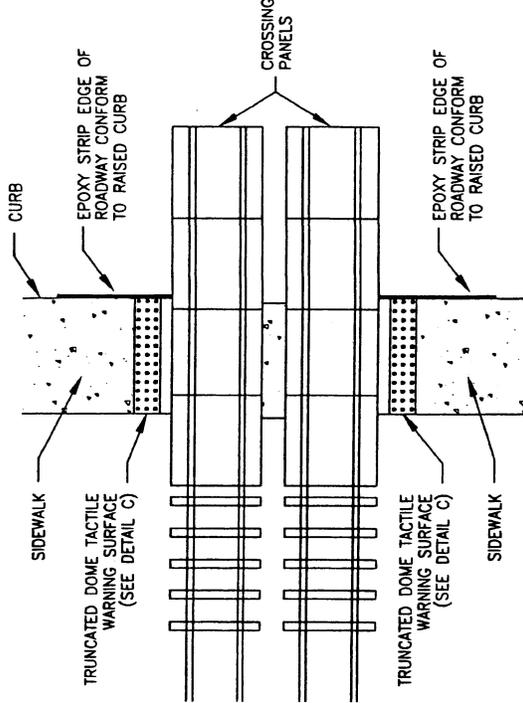
ELEVATION



DETAIL C



TYPICAL PROFILE



DETECTABLE WARNING STRIP ON SIDEWALK APPROACHING CROSSING

REV.	DATE	DESCRIPTION	BY	APP.

CITY OF OCEANSIDE, CA
RAILROAD QUIET ZONE

DETAILS
CONCEPTUAL PLAN

DWG. NO. 6

SCALE: SIZE: 11"x17" SHEET 6 OF 8

DESIGNED: EH DRAWN: JS CHECKED: EH DATE: FEB. 23, 2007

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: RAILROAD QUIET ZONE DEVELOPMENT
212.779672**

THIS AGREEMENT is made and entered into this 14 day of April, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RailPros, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** As described in the attached document labeled Exhibit A. The scope may also include additional quiet zone duties, as directed in writing by the City Engineer.
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.**
 - 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

Railroad Quiet Zone Development 212.779672

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
---------------------------------------	--------------

*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.

Railroad Quiet Zone Development 212.779672

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 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.** 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 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 resulting or

Railroad Quiet Zone Development 212.779672

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. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$ 21,000

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.

8. **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 City Engineer. This Agreement shall take effect on the date approved by the City Engineer and be valid for a period of one (1) year.

9. **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.

10. **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.

11. **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.
12. **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.

Railroad Quiet Zone Development 212.779672

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 this 14 day of April, 2008.

RailPros, Inc.

By: 
Eric Hankinson, President

By: _____
Name/Title
33-0905680
Employer ID No.

CITY OF OCEANSIDE

By: _____
Scott O. Smith, City Engineer

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

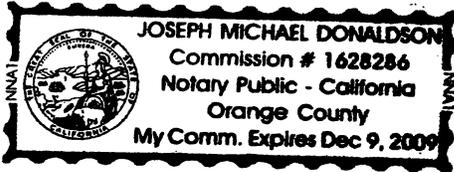
On 3/26/08 before me, JOSEPH MICHAEL DONALDSON, Notary Public

personally appeared ERIC HANKINSON

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

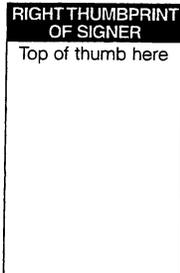
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

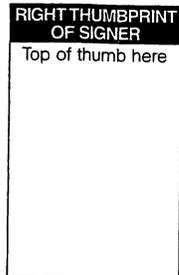
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____