



DATE: July 16, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$321,185 FOR PRELIMINARY ENVIRONMENTAL AND ENGINEERING SERVICES TO STUDY THE WIDENING OF COLLEGE BOULEVARD BETWEEN WARING ROAD AND OLD GROVE ROAD**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Carlsbad in the amount of \$321,185 for preliminary environmental and engineering services for the widening of College Boulevard between Waring Road and Old Grove Road, and authorize the City Manager to execute the agreement.

BACKGROUND

The project will identify and analyze potential alternatives to the future widening of College Boulevard from a four-lane major arterial to a six-lane major arterial between Waring Road and Old Grove Road. The potential widening of College Boulevard to a six-lane major arterial is consistent with the City's Circulation Element. The roadway section would include three travel lanes and bicycle lanes in each direction with curb, gutter and sidewalk. Existing on-street parking will be preserved and/or possibly relocated to existing alley areas where feasible. The project length is approximately 2.5 miles from Waring Road, north to Old Grove Road. Much of the project will focus on analyzing potential alternatives along the residential and commercial areas of College Boulevard in order to minimize impacts to the greatest extent possible. A five-lane alternative may also be analyzed within the dense residential areas of College Boulevard.

On March 10, 2008, staff sent a Request for Proposals (Exhibit 2) to five engineering and environmental consultants. Proposals were received from three consultant teams. Staff reviewed the proposals and interviewed the consultant teams. RBF Consulting was selected by staff as the best consultant team to conduct the preliminary environmental and engineering services for the project, based upon their previous work in this area, overall related experience and their reasonable cost proposal.

ANALYSIS

This project proposes to study the widening of College Boulevard from its current four-lane major classification to the Circulation Element's recommended build-out six-lane major classification between Waring Road and Old Grove Road. This project will analyze College Boulevard in three separate segments:

- Segment 1: College Boulevard from Waring Road to approximately 800 feet north of Roselle Street;
- Segment 2: College Boulevard from 800 feet north of Roselle Street to Thunder Drive; and
- Segment 3: College Boulevard from Thunder Drive to Old Grove Road.

Detailed analysis of possible widening alternatives will specifically address potential impacts to existing residential and commercial properties in sections 2 and 3 and identify remedies for those potential impacts. This would include analysis of five-lane alternatives in Sections 2 and 3. Existing on-street parking supply within Section 2 will be preserved either along College Boulevard or within existing alley areas to be possibly widened as part of the project.

Once the consultant team has researched the existing conditions, coordination with the North County Transit District (NCTD), commercial properties and affected residents within the project area will take place in the form of public outreach and stake holder meetings. Key issues and areas of concern will be identified and factored into potential widening alternatives. The alternatives will be revised based upon these meetings, the draft Project Study Report (PSR) will be prepared and then a final public meeting will be conducted. The project is anticipated to begin in August 2008, and the final PSR is anticipated to be complete in July 2009.

RBF Consulting and their subconsultants, Ninyo and Moore, Helix Environmental Planning and Brian F. Smith and Associates, have extensive experience in this area.

FISCAL IMPACT

The appropriation in the FY 2008-09 Capital Improvement Program budget for the College Boulevard Widening Project Study Report (212.757794) includes new funds of \$360,000 plus a projected carry-forward of \$140,000 for a total of \$500,000. The total cost for the preparation of the Project Study Report is \$321,185. Therefore, there are sufficient funds available for this agreement.

INSURANCE REQUIREMENTS

Insurance required by the contract documents has been provided.

COMMISSION OR COMMITTEE REPORT

The Transportation Commission has been advised of the College Boulevard Widening Project Study Report and they approve of its need for further study.

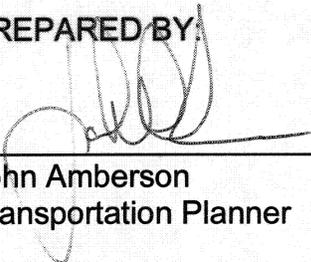
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

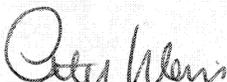
Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Carlsbad in the amount of \$321,185 for preliminary environmental and engineering services for the widening of College Boulevard between Waring Road and Old Grove Road, and authorize the City Manager to execute the agreement.

PREPARED BY:



John Amberson
Transportation Planner

SUBMITTED BY:



Peter A. Weiss
City Manager

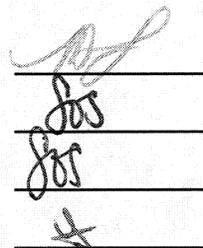
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lauren Wasserman, Interim Development Services Director

Scott O. Smith, City Engineer

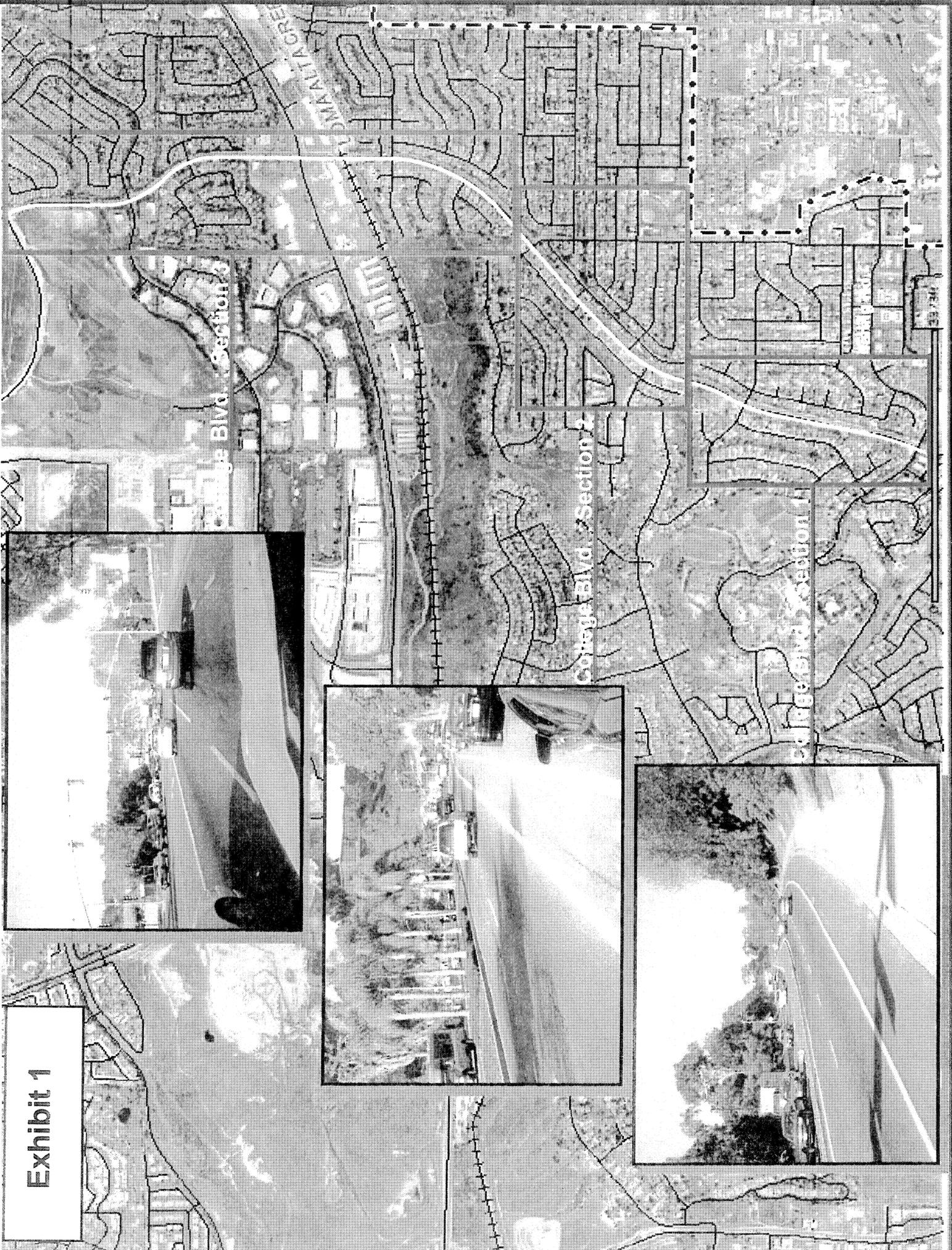
Teri Ferro, Financial Services Director



Attachments:

- Exhibit 1 - Map
- Exhibit 2 - RFP

Exhibit 1



March 10, 2008

Mrs. Dawn Wilson, P.E.
RBF Consulting
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008

Dear Mrs. Wilson:

Request for Proposals for Project Study Report (PSR) to Widen College Boulevard between Waring Road and Old Grove Road

The City of Oceanside is soliciting proposals from qualified consulting firms for professional services to complete a Project Study Report for the future widening of College Boulevard between Waring Road and Old Grove Road.

Location

College Boulevard is currently a north/south, four-lane major arterial located between SR 78 and SR 76, within the easterly portion of the City of Oceanside (Exhibit 1). The future widening of College Boulevard would extend from Waring Road to Old Grove Road.

Project Area Description

Preliminary engineering and environmental analyses are requested for the future widening of College Boulevard from its current 4-lane major arterial classification to a 6-lane major arterial classification as defined in the City of Oceanside's Circulation Element. The widening of College Boulevard should take place between Waring Road and Old Grove Road; depending upon the extent of impacts and community support at each of the three sections defined below. College Boulevard would be widened to the City of Oceanside Street Design Criteria (attached) with a curb-to-curb distance of 104 feet within 124 feet of right of way. The roadway widening would include 3 lanes in each direction with left-turn pockets at key intersections, bicycle lanes, curbs, gutters and sidewalks, lighting and landscaping improvements.

For the purposes of the Project Study Report (PSR) and due to varying environmental roadway conditions (i.e., surrounding land uses, available right of way, etc.) , College Boulevard has been divided into three separate sections per Exhibit 2 attached.

Section 1: College Boulevard between Waring Road to approximately 800 feet north of Roselle Street.

This section of College Boulevard is 84 feet curb to curb within 104 feet of right of way, with bicycle lanes, curb, gutter and contiguous sidewalk on both sides and is approximately 3,000 feet in length. On-street parking is not allowed here. There is an existing, unlandscaped median island with an underground storm drain within the median. Outside of the roadway right of way are steep, landscaped banks that extend up to the back yards of single-family dwelling units. There are two signalized intersections; one on College Boulevard at Waring Road and the other on College Boulevard at Roselle Street.

Section 2: College Boulevard between 800 feet north of Roselle Street to Thunder Drive

This section of College Boulevard is 84 feet curb to curb within 104 feet of right of way, with bicycle lanes, curb, gutter, sidewalk and grass parkway on both sides and is approximately 2,600 feet in length. There is an existing 15 foot wide, landscaped median. Residential duplex homes front both sides of College Boulevard with 20 foot wide alley access to the garages behind the homes. On-street parking is allowed. There is a signalized intersection at Marvin Street (west), one unsignalized intersection at Marvin Street (east) and a traffic signal at Thunder Drive.

Section 3: College Boulevard between Thunder Drive and Old Grove Road

This section of College Boulevard is 84 feet curb to curb within 104 feet of right of way, with bicycle lanes, curbs, gutters and contiguous sidewalks and is approximately 1.35 miles in length. There is an existing 20 foot wide median island with landscaping and on-street parking is not allowed. Adjacent land uses along this section of College Boulevard vary from residential (non-fronting), commercial and professional office. From Thunder Drive north to the railroad right of way (Sprinter Line) are steep, landscaped slopes that abut the backyards of existing single-family dwelling units. From the railroad right of way north to Aztec Street are commercial uses generally at grade with College Boulevard. From Aztec Street north to Old Grove Road are professional offices with a landscaped upwards slope the west and a landscaped downward slope to the east.

There are four signalized intersections: College Boulevard at Olive Drive, Oceanside Boulevard, Avenida de la Plata, and Old Grove Road. There are two restricted access (right turns in/out only) at Marcella and Aztec streets. The railroad at-grade crossing is located approximately 600 feet north of Olive Drive and 530 feet south of Oceanside Boulevard. There are several restricted access commercial driveways just north and south of Oceanside Boulevard on College Boulevard.

In 1999, the Ocean Ranch Master Development Plan and Master Tentative Tract Map for a 393-acre site was approved. The project site is bounded by Mesa Drive to the north, Oceanside Boulevard to the south, Rancho del Oro Drive to the west and the Rancho del Oro Technology Park to the east. The Ocean Ranch Project consists largely of light industrial uses. As part of the project conditions, Ocean Ranch was initially required to widen College Boulevard from 4 to 6 lanes from 600 feet south of Olive Drive to Aztec Street. In 2004, a revision to the Tentative

Map and Development Plan was approved by the Planning Commission that released the Ocean Ranch project from widening College Boulevard due to community opposition. Instead Ocean Ranch completed preliminary engineering and designs for the widening and paid the City of Oceanside their fair share, as determined in the original Initial Study/Mitigated Negative Declaration for Ocean Ranch dated 1999. The fair share moneys will be used by the City for future capacity enhancement measures on College Boulevard.

Project Description

A Project Study Report (PSR) is requested to identify appropriate engineering design alternatives, extent of environmental impacts and construction costs anticipated with the widening of each of the three sections of College Boulevard described above (from 4 to 5 lanes and/or to 6 lanes; from 84 feet curb to curb within 104 feet of ROW to 104 curb to curb within 124 feet of ROW). The roadway sections should include appropriate roadway lane configurations in each direction with appropriate intersection geometries and controls, bicycle lanes, curbs, gutters and sidewalks, drainage, lighting and landscaping.

The widening of each of the three sections for College Boulevard has environmental conditions that are unique from each other and should be analyzed accordingly:

Section 1: College Boulevard between Waring Road to approximately 800 feet north of Roselle Street.

1. Analysis of the existing median area and/or the existing landscaped slopes to widen College Boulevard; and
2. Traffic Signal modifications and related intersection geometry.

Section 2: College Boulevard between 800 feet north of Roselle Street to Thunder Drive

1. Analysis of the relocation of existing on-street parking to the existing alleys and to what extent would improvements be required in the alleys to allow for parking (in addition to the garages);
2. Analysis of 5-lane versus 6-lane alternatives;
3. Analysis of the existing median area; and
4. Traffic Signal modifications and related intersection geometry.

Section 3: College Boulevard between Thunder Drive and Old Grove Road

1. Analysis of the existing median area and/or the existing landscaped slopes to widen College Boulevard;
2. Analysis of 5-lane versus 6-lane alternatives;
3. Analysis of the affects on Sprinter rail line, pre-emption and traffic progression; and
4. Traffic Signal modifications and related intersection geometry.

Environmental Considerations

Much of the project (primarily in sections 2 and 3) will somewhat impact existing land uses. Biological, sound, hydraulic, and traffic are some of the areas that will need to be addressed. Alternative alignments, roadway lanes and widths will need to be studied as well.

Scope of Services

1. The consultant team shall research existing information available regarding environmental impacts, such as biological, hydraulic, archeological and traffic prior to the project scoping meeting.
2. The consultant team shall prepare a traffic analysis of College Boulevard from Waring Road to Old Grove Road, to include forecast volumes through the use of the SANDAG Series 11 Combined North County Model in order to assess roadway segment operations and to improve control at existing intersections.
3. The consultant team shall prepare conceptual plans of the roadway, showing possible areas of widening with related alignments and associated improvements with a preliminary assessment of their advantages and disadvantages.
4. The consultant team shall conduct public outreach meetings with special interest groups, affected residents and/or business owners, and coordinate with appropriate City departments.
5. The consultant team shall prepare the draft initial study to identify various environmental concerns.
6. The consultant team shall prepare presentation materials for and conduct a project scoping meeting. The presentation materials should include a color aerial showing the areas to be widened and alignments, cross-sections, etc. At the scoping meeting, the consultant shall respond to the public's concerns and questions.
7. Based upon comments at the scoping meeting, the consultant team shall finalize the initial study for circulation and determine whether a mitigated negative declaration or Environmental Impact Report (EIR) will be necessary.
8. The consultant team shall prepare a budget level estimate of the costs to complete the process, i.e., to prepare the necessary environmental documents, including the biological, archeological, hydraulic, traffic and other relevant studies, to prepare the preliminary engineering plans, to conduct the public and environmental agency meetings and hearings, to obtain the necessary regulatory permits, to prepare the final construction documents and to construct the project.

9. The consultant team shall prepare a budget level estimate for analysis of each of the three sections along College Boulevard independently and a total cost estimate for the entire corridor (from Waring Road to Old Grove Road).
10. The budget allocation for this project is \$300,000. Value added options will also be considered.

Schedule

Tentative Schedule is as follows:

April 2008	Consultant is selected
June 2008	Professional Services Agreement is executed
November 2008	Consultant completes draft initial study
January 2009	Consultant conducts scoping meeting
April 2009	Consultant prepares budget level cost estimate

It is anticipated that a Notice to Proceed will be issued by June 18th, 2008. At this time, there are not sufficient funds budgeted to complete the final environmental and construction documents. Therefore, the current proposal should only be for the preparatory work described above.

Information Available to the Consultant

The City of Oceanside will provide a copy of the Circulation Element and preliminary engineering from the Ocean Ranch project.

Proposal Requested

To respond to this request for proposal, the City of Oceanside asks for a proposed scope of work, proposed project manager, cost proposal and schedule for completing the studies. Submit seven (7) copies of the proposal to John Amberson at the Engineering counter by April 11th, 2008. Interviews will be scheduled in late April. Please review the City's standard Professional Services Agreement and state your willingness to sign it. Finally, please return a scope of work, a fee schedule and a not-to-exceed figure to be included in the Professional Services Agreement.

The City of Oceanside appreciates your response. Please feel free to call me at 760-435-5091 or send e-mail to jamberson@ci.oceanside.ca.us if you have any questions about this request.

Sincerely,

John Amberson
Transportation Planner

Attachments:

Location Map (Exhibit 1)
Project Area (Exhibit 2)
Street Design Table
Standard Professional Services Agreement

College Boulevard Widening Project Study Report – 212.757794

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of July, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “CITY”, and RBF Consulting, hereinafter designated as “CONSULTANT”.

RECITALS

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Develop a Project Study Report (PSR) to produce related preliminary environmental documentation, evaluate engineering design alternatives and identify related construction costs associated with the widening of College Boulevard from 4 lanes to 6 lanes between Waring Road and Old Grove Road, Oceanside, California.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY’S authorized representative in the

College Boulevard Widening Project Study Report – 212.757794

interpretation and enforcement of all work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to John Amberson, Transportation Planner.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the City Engineer, an initial study for the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City Engineer, concurrently with the initial study, the following:
 - a. A written budget estimate of probable construction costs.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
 - 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
 - 1.2.2 Upon request, verify the location of existing CITY owned utilities.
 - 1.2.3 Provide all legal advertising mailings and postings required.
 - 1.2.4 Provide overall project management.

College Boulevard Widening Project Study Report – 212.757794

2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.5. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver technical studies, concept drawings, and public meetings to the City Engineer within 285 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 of the technical studies, and concept drawings and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the draft project study report to the City Engineer 55 calendar days following authorization to perform Phase II. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.
- 2.4 Phase III. CONSULTANT shall prepare and deliver the final initial study to the City Engineer within 25 calendar days of receipt of comments on Phase II and the City Engineer's written authorization to perform Phase III.
- 2.5 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.
- 2.6 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.
- 3.0 DESIGN CRITERIA AND STANDARDS. All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at

College Boulevard Widening Project Study Report – 212.757794

no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **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 sole 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.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

- 6.0 **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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

- 7.0 **LIABILITY INSURANCE.**

- 7.1 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.

- 7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

College Boulevard Widening Project Study Report – 212.757794

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	\$ 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.

- 7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the 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.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as “additional insured” under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written

College Boulevard Widening Project Study Report – 212.757794

notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

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

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request

College Boulevard Widening Project Study Report – 212.757794

by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the 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.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All environmental reports, 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 environmental reports, plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 13.0 **COMPENSATION.**
- 13.1 For work performed by CONSULTANT in accordance with this Agreement,

College Boulevard Widening Project Study Report – 212.757794

CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit “A”, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 321,185.

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 13.2.2.

- 13.2 CONSULTANT shall maintain accounting records including the following information:
- 13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
- 13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.
- 13.3 CONSULTANT’S accounting records shall be made available to the City Engineer for verification of billings, within a reasonable time of the City Engineer’s request for inspection.
- 13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City engineer, and based upon the following partial payment schedule:
- 13.4.1 Prior to submittal of preliminary environmental studies, partial payments shall not exceed \$200,500.
- 13.4.2 Prior to CITY approval of the draft initial studies, partial payments shall not exceed \$ 280,000.
- 13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT’S preparation of the final project study report to the satisfaction of the City Engineer.
- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this

College Boulevard Widening Project Study Report – 212.757794

Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

- 17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

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

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

College Boulevard Widening Project Study Report – 212.757794

19.0 DISPUTE RESOLUTION.

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
City Engineer
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

RBF Consulting
Dawn Wilson, P.E., Project Manager
5050 Avenida Encinas, Ste., 260
Carlsbad, CA 92008-4386

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

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

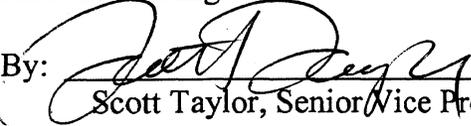
- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

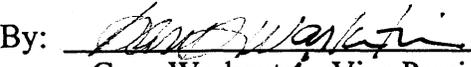
[College Boulevard Widening Project Study Report – 212.757794]

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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

RBF Consulting

By: 
Scott Taylor, Senior Vice President

By: 
Gary Warkenton, Vice President

95-2247293
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, City Manager

APPROVED AS TO FORM:


Christine Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On June 11, 2008 before me, Jayne E. Schommer, Notary Public
Date Here Insert Name and Title of the Officer

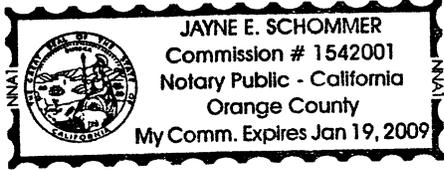
personally appeared Scott Taylor & Gary Warkentin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Jayne E. Schommer
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Professional Services Agreement

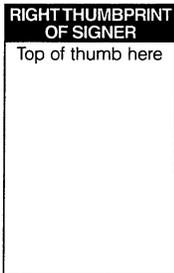
Document Date: July 16, 2008 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: S. Taylor & G. Warkentin

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

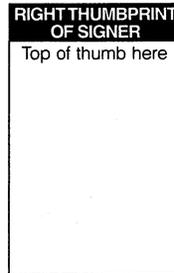


Signer Is Representing: _____

RBF Consulting

Signer's Name: _____

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



Signer Is Representing: _____



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

SECTION 3: PROJECT UNDERSTANDING / SCOPE OF WORK

3.1 PROJECT UNDERSTANDING



Residents living in Section 2 may be affected by the proposed widening of College Boulevard.

College Boulevard is one of the primary gateway corridors providing north/south access through the central part of the City. It is the only road in Oceanside that has direct connections to both SR-78 and SR-76, making it a key link in the City's transportation system and a heavily used route. In its current condition, College Boulevard ranges from four to five lanes with both painted and raised medians and dedicated left-turn lanes at most intersections.

This project consists of preparing a PSR and preliminary concept plans to widening three distinct sections of College Boulevard. Section 1, which has no fronting properties, extends from Waring Road to approximately 800 feet north of Roselle Street. Residential duplexes line College Boulevard approximately 800 feet north of Roselle Street to Thunder Drive, which makes up Section 2. Through this section, on-street parking is permitted. Residents access to their garages from an alleyway that parallels College Boulevard. Section 3 of the corridor—the longest of all the sections—extends from Thunder Drive north to Old Grove Road. This section includes the NCTD right-of-way crossing, Oceanside Boulevard intersection and a mix of both residential and retail/commercial uses. Each section has unique characteristics that require careful consideration and coordination with the community.

The proposal includes evaluating alternatives for widening and/or improving traffic flow along College Boulevard. Due to right of way constraints, widening to the six-lane Primary Arterial standard as defined by the City Street Design standards and Circulation Element may not be feasible. To understand the constraints, the first alternative evaluated will be the City's design standard for the roadway. With an understanding of the traffic forecasts and the physical and/or community related constraints along the corridor; additional alternatives will be evaluated that include lane width reduction, median width reduction, retaining wall construction, and utility relocation/adjustment. The goal of the project is to develop a design to maximize the carrying capacity of College Boulevard while minimizing the impacts to the surrounding community.

3.2 KEY TECHNICAL ISSUES

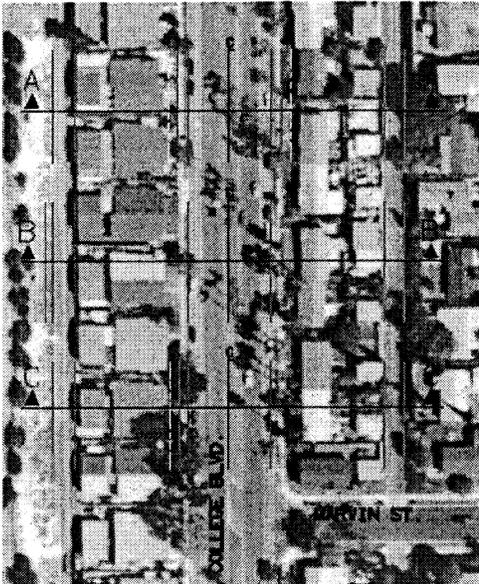
A field review of the proposed project identified key issues that should be considered during the development of the preliminary concept plans. The existing edge condition along College Boulevard consists of curb and gutter, sidewalk of varying width, retaining walls of varying height, materials, and aesthetics, and slopes of varying height. Issues that should be considered during the preparation of the Project Study Report include:

- Widening College will require the construction of a retaining wall in many locations to minimize impacts to the existing properties located adjacent to the roadway and at the top of slope. Although not specially requested in the request for proposals, the RBF Team would recommend a geotechnical assessment be conducted to determine the feasibility of constructing retaining walls along the existing slopes. This includes an assessment of the large slope behind the existing alley on the west side of Section 2. The assessment will also consider the type of construction that is most applicable to the existing conditions.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

- In several locations, residential properties are immediately adjacent to College Boulevard. Adding lanes to College Boulevard will require the removal of existing parking and may require right-of-way acquisition from the individual property owners. Noise mitigation and air quality assessments will be required to fully understand the impacts of increasing the capacity of College Boulevard.
- Community workshops will be key to maintaining clear and open communication with the affected property owners. Although right-of-way acquisitions will be kept to an absolute minimum, any acquisition will be a sensitive matter that should be openly discussed with the affected property owners early in the process to obtain their input on the proposed project. Community workshops are suggested to solicit input from the affected property owners. Incorporation of community feedback will promote a better working relationship between the City and the community and will facilitate the environmental clearance phase of the project.

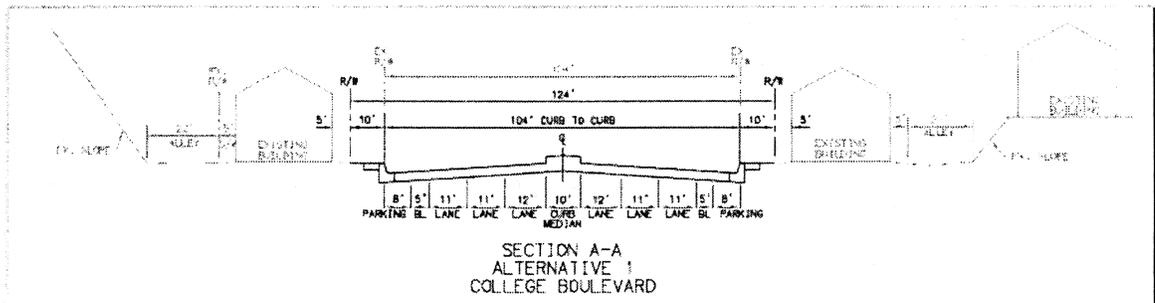


The most challenging aspect of the project will be to minimize impacts outside the existing right-of-way, while maximizing the benefits to the roadway and bikeway systems. Alternative designs will investigate reduced lane and median widths, shifting parking to the alleys through Section 2, centerline realignment, and retaining walls in an effort to facilitate both requirements and to minimize impacts to the adjacent properties to the greatest extent possible.

Our proposed work program will analyze three engineering design alternatives for each of the three sections of College Boulevard. Samples of the alternatives that may be considered for Section 2 include the following:

Section 2 – Alternative 1

This alternative includes widening College Boulevard to six lanes while retaining on-street parking. The existing sidewalk and parkway would be relocated close to the existing duplexes to accommodate the widening. The proposed right-of-way width is approximately 124 feet and will include 11 foot lane widths and a 10 foot wide raised, landscaped median.

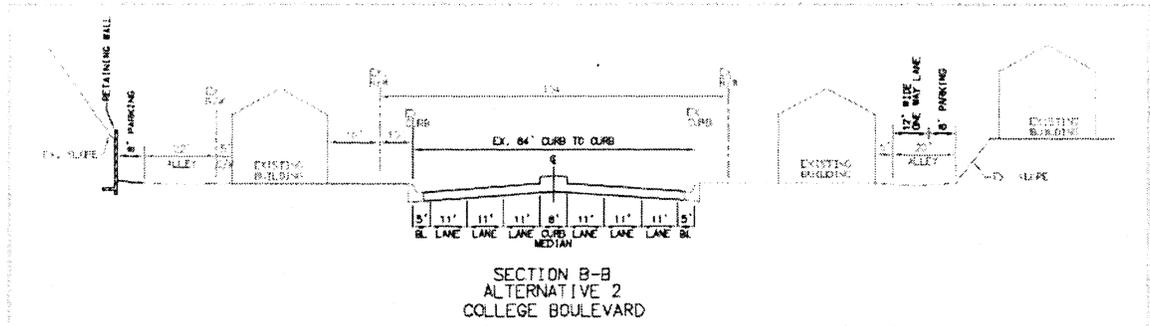




Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

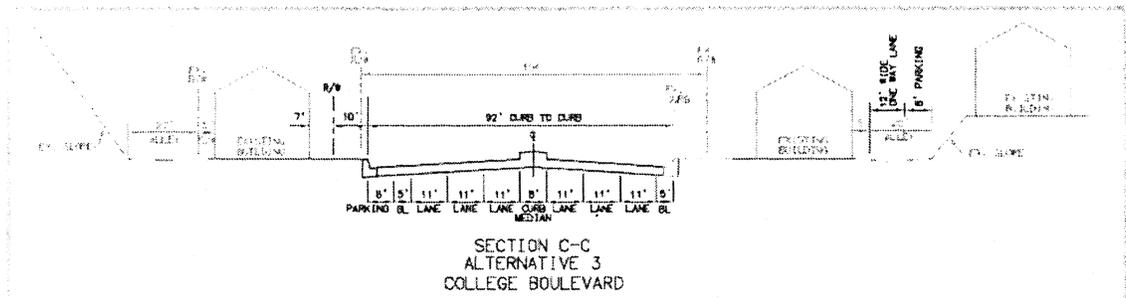
Section 2 – Alternative 2

This alternative removes on-street parking to accommodate the additional lanes. Parking would be relocated to the alleys behind the existing residences. To accommodate the parking, the western slope would be cut back and a retaining wall would be constructed. The right-of-way width is approximately 104 feet. This cross section includes an eight foot wide raised, landscaped median and maintains all existing curbs, sidewalks, and parkways.



Section 2 - Alternative 3

This alternative maintains parking on College Boulevard on the west side of the street to avoid impact to the slope along the alley. An additional 10 feet of ROW is required to provide the additional southbound through lane. The right-of-way width is approximately 114 feet. The cross section includes an eight foot raised, landscaped median, bike lanes, and 11 foot travel lanes.



3.3: SCOPE OF WORK

The following detailed Scope of Work has been developed in accordance with the typical project design methodology and technical approach issued by other local agencies for preparing Project Study Reports. It is structured to clearly identify the required design elements and has been successfully used by RBF on previous projects.

Project Management – This task includes overall project management, liaison with affected property owners and utility owners, meeting leadership, progress monitoring, and maintenance of project files.

Quality Control – RBF will supervise, coordinate, monitor, and review design for conformance with City of Oceanside policies and procedures.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

TASK 1.0 EXISTING CONDITIONS (RESEARCH & INVESTIGATION)

Existing data regarding environmental impacts such as hydrology, biological, archeological, and traffic will be researched, obtained, and input into the project's Computer-aided Design and Drafting (CADD) database as appropriate.

1a. Right-of-Way Maps & Parcel Data

Right-of-way maps will be obtained. Property ownership, assessor records, assessor parcel numbers, and parcel sizes will be researched. The right-of-way data will be graphically plotted onto the base maps. The research area will be limited to parcels adjacent to College Boulevard.

1b. Utility Information & Hydrology Research

Contacts will be made with all utility agencies / owners having facilities within the project area. Utilities that may impact the project will be plotted on the base plans. Planned utility improvements will be researched and evaluated for project impacts. The base maps will be forwarded to each utility agency/owner for review, correction, and certification of correctness. The utility research will be isolated to areas likely to be affected by the proposed alternatives.

RBF will also research any available hydrology reports prepared along the study corridor available through the City,

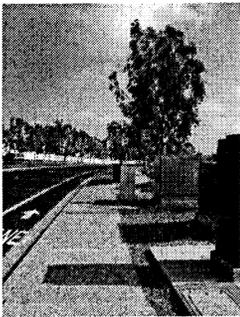
1c. Field Review

This task will include a reconnaissance of the existing conditions as they relate to the as-built drawings. Photographs from the field reconnaissance will be assembled.

1d. Biological Studies

HELIX will review existing biological and associated documents (to be provided by the City) and prepare field maps. HELIX will map vegetation and conduct a general botanical and zoological survey of the project study area (assuming 100-feet beyond the College Boulevard ROW), including mapping sensitive species observed during the time of this survey (assuming July/August 2008).

HELIX will conduct a jurisdictional delineation of Loma Alta Creek and other drainage within the project study area pursuant to current U.S. ACOE and CDFG guidelines. The delineation will be conducted in accordance with the Arid West Supplement to the 1987 Wetlands Delineation Manual, which reflects the new methods computer-aided design and drafting by the ACOE. The delineation will help determine the need for project permits, including a federal CWA Section 404 Permit, a CDFG Code Section 1602 Streambed Alteration Agreement, and a State Water Resources Control Board Section 401 Water Quality Certification. Jurisdictional boundaries within the areas of proposed impacts will be determined based on the three parameters of vegetation, hydrology, and soil. Non-wetland Waters of the U.S. will be mapped based on a representative sample of the affected drainage. This task does not include a jurisdictional delineation report or preparation of Significant Nexus forms.



RBF will examine the various utilities in the corridor.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road



BFSA will search available records to determine any archeological impacts.

1e. Archeological & Paleontological Studies

An archeological records search will be performed at the South Coast Information Center and the Native American Heritage Commission records search will be requested. The results of these records searches will identify previous studies and previously registered cultural resources within or near the property.

A thorough on-foot reconnaissance will be conducted of the by qualified archeologists in order to identify any previously unrecorded cultural resources and to ascertain the current status of any recorded sites noted in the record searches.

1f. Traffic Studies

All previously completed traffic impact analysis reports for projects along the College Boulevard corridor will be researched by RBF Consulting. RBF Consulting was directly involved in a number of the projects that have either been approved or are in process at the City of Oceanside including:

- Ocean Ranch EIR
- Vista Del Oro Medical Office
- Tri-City Medical Center (Vista Pacific Medical Office)

Given our history with projects along this corridor, much of the information needed to initiate this task will be immediately available to the project team.

Geotechnical Studies (Optional Task)

Team member Ninyo & Moore will review pertinent available geologic reports and literature including topographic maps, geologic maps, and stereoscopic aerial photographs. They will also review available geotechnical reports for the project area available from the City of Oceanside. A geologic reconnaissance of the project study area will be conducted and the resulting data will be compiled and analyzed. Finally, they will prepare a report presenting findings and conclusions related to geotechnical conditions at the site, and potential geotechnical constraints on the proposed construction.

Deliverables for Task 1:

- Data Compilation
- Field Review

TASK 2.0 BASE MAPPING

An overall base map will be prepared at a scale of 1"=100'. This map will include topography at two-foot contour intervals in electronic format utilizing new aerial photographic information. It will also superimpose the natural and cultural resources provided by the environmental consultant over the topographic map. Additional constraints, which may be known, such as, geotechnical and environmental, will also be included on the map. This map will form the basis to prepare alternatives that seek to avoid constraints to the extent possible.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

Task 2.1 Environmental Mapping

Based upon information collected in Task 1.0, geotechnical conditions, biological conditions, archeological/paleontological and traffic conditions will be mapped in GIS format that can be integrated into the CADD design standards.

Task 2.2 Right-of-Way & Utilities

RBF will prepare a right-of-way and utility base map based upon research obtained in Task 1. The right-of-way map will include existing street and cross street centerlines, existing right-of-way and easement lines, property lines, and adjacent parcel lines. The map will extend at least 100 feet beyond the proposed project limits. The map will include assessor parcel numbers and tables containing property addresses, owners, and mailing addresses where appropriate.

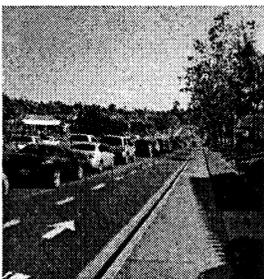
Task 2.3 Topographic Maps

A topographic map will be prepared at a scale of 1"=100'. This map will include the topographic mapping at two-foot contour intervals in electronic format utilizing new aerial photographic information.

Deliverables for Task 2:

- GIS Map of Existing Environmental Constraints
- Topographic Base Map (Scale: 1" = 100')

TASK 3.0 TRAFFIC OPERATIONAL ANALYSES



RBF will analyze traffic operations in the corridor.

RBF will conduct traffic analysis of College Boulevard from Waring Road north approximately 2.5 miles to Old Grove Road. This analysis will include forecast volumes developed through the SANDAG Series 11 Combined North County Model to assess roadway segment operations and improve control at existing intersections.

Task 3.1 Analysis of Existing Conditions

RBF will collect new traffic count data for all signalized intersections along the study corridor. At the project kick-off meeting, RBF will also discuss with City staff the need to include any intersections without a traffic signal along the study corridor to be included in the operational analysis. In addition, daily roadway segment counts will be collected for a 24-hour period for multiple segments along the corridor.

Using City of Oceanside traffic study guidelines and circulation element capacity thresholds, RBF will conduct an analysis of existing conditions for each of the three sections along the corridor. Prior to initiating this task, RBF will meet with City of Oceanside traffic engineering division to discuss the status of the current circulation element update, methodology for evaluating roadway segment capacity, and key operational concerns for the corridor.

RBF will conduct a visual assessment of traffic operations for each study section. Special consideration will be given to queuing activity around the Sprinter line and major signalized intersections. Where queuing issues are observed, RBF will include a queue analysis for the future conditions and alternatives analysis.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

Task 3.2 Horizon Year Traffic Modeling

It is anticipated the Series 11 traffic model will be used to forecast the Horizon Year 2030 traffic volumes. RBF will work closely with City of Oceanside staff to best utilize traffic model runs being coordinated for the Circulation Element update. Key issues to resolve prior to initiating future year traffic model data include the assumptions for Rancho Del Oro Drive (four lanes versus six lanes), Rancho Del Oro interchange with SR-78 and the future extension of Melrose Drive. These key links to the City's circulation network will affect traffic volumes along College Boulevard and should be clearly identified prior to initiating traffic modeling work for this project.

RBF will work with SANDAG and City of Oceanside staff in running traffic model alternatives. Peak hour and daily roadway segment volumes will be post-process by RBF using methods acceptable to City of Oceanside staff.

Task 3.3 Operational Analysis of Alternatives

Pending the identification of alternatives, RBF will conduct peak hour and roadway segment level of service analysis and queue assessment, where appropriate. Analysis will be conducted for both existing conditions and horizon year 2030 conditions. Operational analysis will be consistent with methods approved by City of Oceanside and will include Highway Capacity Manual intersection analysis, Highway Capacity Manual peak hour roadway segment analysis, roadway segment volume to capacity ratio assessment and queuing.

Included in the operational analysis will be an assessment of parking by alternative, specifically in Section 2 of the study corridor. Through this section on-street parking is currently allowed. It is likely that the on-street parking will be affected if six lanes are provided through this section. The ability to replace that parking either along alleyways or in other locations will be assessed as part of this task.



On-street parking is allowed in
Section 2 of the corridor.

Task 3.4 Summary Report

Results of the traffic analysis will be summarized in a traffic analysis report. The report will compare the operational characteristics of each scenario. The report will identify alternatives that will be most suitable for each section considering everything from transportation operations to transit impacts, pedestrian impacts, bicycle impacts, and parking.

Deliverables for Task 3:

- Traffic Count Data Collection
- Horizon Year Traffic Model Runs (up to 3 scenarios)
- Summary Report of Traffic Operating Conditions

TASK 4.0 INITIAL STUDY

RBF will obtain project data and information from the City, local, state, and federal agencies, and other agencies that may be affected by the project. RBF will review this information and information from the City or nearby jurisdictions as appropriate to identify various environmental concerns to serve as the foundation of a Draft Initial Study.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

Task 4.1 Research and Investigation

As a part of the early scoping for the project, RBF staff will conduct a field study of the corridor Sections, reviewing existing land uses and environmental conditions and documenting onsite and surrounding uses.

Task 4.2 Preparation of CEQA Initial Study

RBF staff will prepare an IS to using the standard environmental checklist outlined in the CEQA Guidelines Appendix G. This initial study will take into incorporate findings from Subtask 4.1; Research and Investigation, and Subtask 4.5; Meetings and Coordination, which are to be completed as part of this scope of work. The findings of the IS will be used to make a determination of the appropriate CEQA document. To complete this task, the following technical studies will be completed:



RBF will analyze ambient conditions to determine air quality impacts from the proposed widening.

Task 4.2.1 Air Quality Analysis – The project is located within the San Diego Air Basin. RBF will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan) will also be provided.

Equipment exhaust and fugitive dust emissions resulting from construction activities will be quantified using URBEMIS2007. Based on landform/grading/demolition data and assumptions provided by the Client (i.e., number/type of equipment needed for grading activities, project phasing), the analysis will estimate equipment exhaust emissions utilizing the latest emission factors as prescribed by CARB and the EMFAC2007 and OFFROADS2007 models. Fugitive dust emissions will be quantified based upon the area to be graded per day. RBF will also qualitatively discuss naturally occurring asbestos impacts as they relate to the proposed construction activities. Operational emissions will also be evaluated based on anticipated trip data and maintenance schedules.

Operational emissions will also be evaluated based on level of service and delay times at project intersections. Where necessary, carbon monoxide hotspots will be evaluated. This section will also address greenhouse gasses and global climate change.

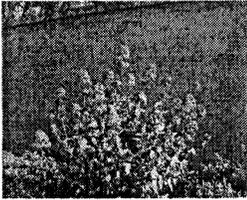
Task 4.2.2 Acoustical Analysis – RBF prepare an acoustical analysis for the study corridor, which will include a review of applicable State and City noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project sites.

A screening level operational noise assessment will also be conducted and summarized in the acoustical report to determine the change in ambient noise due to implementation of the proposed project. Because of the number of residences in this corridor, this scope specifically excludes an assessment of sound walls or specific noise levels at individual receptor sites.

During construction of roadway improvements, noise impacts from construction sources will be analyzed based on the equipment, length of a specific task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road



HELIX will analyze biological impacts in the corridor.

Task 4.2.3 Biological Analysis – HELIX will prepare a biological technical report to assist in processing the project through CEQA review. This report will address up to four different alignments and incorporate the results from the field surveys. Specifically, this report will include a summary of existing information, descriptions of the field methods and the resources found during the project surveys, the potential for additional sensitive resources to occur on site, an evaluation of the resources, regulatory issues related to the resources on the site, impacts associated with the project, potential mitigation requirements, and appropriate graphics/maps. This task assumes one set of revisions from the City. Additional revisions would require further authorization.

Task 4.2.4 Archeological / Paleontological Analysis – Brian F. Smith, Associates will prepare a report that will provide the results of the survey and records search. For the purposes of this proposal, we will assume that the report will be negative. However, in the event that the survey indicates that cultural resources are present on the property, the County will require that additional studies be conducted to determine the significance of any resources and the potential impacts to these resources from the proposed development of the property. The significance testing is not part of this scope of work but will be added as a subsequent phase of work following the field survey, if necessary.

Prior to any ground disturbance, a study will be completed by staff paleontologist to determine the potential for fossil deposits or potential fossil-bearing formations at the project site. This study will include research of records at all appropriate institutions to gather geological or paleontological information about the formations that underlie the property. A report will be prepared to CEQA and City standards which will include the results of the records search.

Task 4.2.5 Traffic Analysis – Traffic impacts identified in Task 3.0 will be used in the preparation of the initial study.

Task 4.3 Graphic Exhibits

The EIR will include a maximum of four exhibits to enhance the written text and clarify the proposed project environmental impacts. Using state-of-the-art computer design equipment and techniques, the RBF in-house graphic design team will create professional-quality, black and white or full color exhibits.

Task 4.4 Response to City Comments

RBF Consulting will collect one round of complete comments from City staff and use those to finalize the Initial Study. RBF will then determine whether a MND or full EIR will be necessary to complete the roadway widening.

Task 4.5 Meetings and Coordination

This task includes coordination with the Client, outside consultants, and subconsultants to assist in the preparation of technical studies in support of preparation of the Initial Study. This scope of work has assumed a total of 20 hours, billed on a time and materials basis for project coordination, meetings, and hearings. Additional time above this amount will be accommodated as an additional service, upon the consent of the City if necessary.



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

Task 4.6 Visual Simulations (Optional Task)

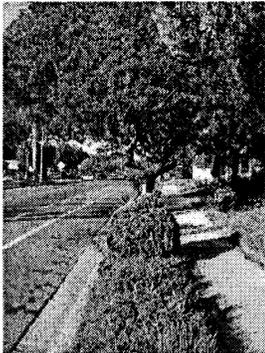
Although not specifically requested in the RFP, we can create a total of six visual simulations (two per section) to demonstrate the view corridors provided by the project, one from the west and one from the east. The visual simulations are intended to provide a visual image (for review purposes) of the project from public rights-of-way areas. Additional views may be identified based on further scope refinement with the City and can be provided as an additional service upon consent of the City.

The rendered images will be superimposed onto the original photographs using Adobe compositing software. Enhancements will include landscaping and foreground masking as appropriate. All photo simulations will be presented in color format. Each simulation will show existing conditions, and a simulation of the proposed project showing the massing of existing buildings (where relevant) for reference.

Deliverables for Task 4:

- Technical Studies to Support the Initial Study
- Completed Draft Initial Study
- Visual Simulations (Optional Task)

TASK 5.0 PRELIMINARY CONCEPT PLANS



Preliminary concept plans will show possible areas for widening College Boulevard.

RBF Consulting will prepare conceptual plans of the roadway based on the information prepared in the previous tasks. These preliminary plans will show possible areas of widening with related alignments and associated improvements. RBF will also provide a preliminary assessment of the advantages and disadvantages of each.

Task 5.1 Preliminary Alignment Plans

Preliminary geometric layouts of the proposed roadway alignments will be prepared at a scale of 1"=100'. Concept plans will show horizontal alignment, vertical profile, grading, proposed right-of-way acquisitions, and impacts to utilities, adjacent developments and other existing offsite improvements for up to three (3) alternative alignments for each of the three sections under consideration. The three alternatives will be designed to minimize impacts. When the preferred alternative for each section is identified, RBF will review the transition areas between the sections to ensure that the designs flow seamlessly together.

Tables and exhibits will be prepared that indicate ROW impact areas by land ownership. This plan will also serve to assist the environmental consultant in the determination of impact areas.

Task 5.2 Preliminary Striping Plans

RBF will develop preliminary striping plans for the proposed alignments prepared in Task 5.1.

Task 5.3 Preliminary Hydrologic Analysis

Our team will also prepare a preliminary study of surface hydrology for the local tributary watersheds impacting the proposed road alignment. In addition, offsite drainage boundaries will be delineated and results of the hydrology analysis will be summarized on a hydrology map. The study will also identify preliminary storm drain conveyance facility requirements including



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

estimated facility sizes. Conceptual horizontal locations of these facilities will be identified including potential design constraints. Work included in this task will include preliminary locations and the placement of appurtenant structures.

Task 5.4 Identification of Major Utility Relocations

The preliminary concept plans will identify major utilities that will require modification or relocation. Summary tables will be included on the plans for each utility affected.

Deliverables for Task 5:

- Three Alternatives Alignments Per Study Section
- Hydrologic Analysis and Reporting
- Identification of Utility Relocation Areas

TASK 6.0 COMMUNITY OUTREACH



RBF outreach specialists have decades of experience facilitating public workshops.

Community members are the true planning and design experts when it comes to their neighborhoods, towns, and cities. RBF believes in the value of community involvement and the importance of local ownership of planning and design projects. For the College Boulevard Widening, the RBF approach to public participation is one that offers continuous opportunities for meaningful input and involvement ownership throughout the life of the project—all of which are strategically organized to develop a consensus-based vision and to foster community awareness. Our specially trained staff will work with special interest groups, affected residents and business owners, as well as the appropriate City departments.

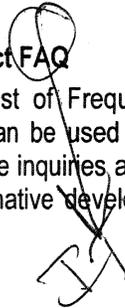
Task 6.1 Outreach Plan and Materials

RBF will work with the City staff to prepare an outreach plan for the first two community workshops and stakeholder meetings – specifically, what needs to happen before the workshops and who are the specific “audiences” (local residents, businesses, property owners, neighborhood groups) and how can they best be reached (e.g. direct mailing, email, inserts in local newsletters, local paper, local radio, public access television). A logistical checklist will be prepared that identifies tasks, deadlines and responsibilities – clearly defining what is the responsibility of RBF and what is the responsibility of the City (e.g. “reserve room for workshop”, post workshop flyers, contact Chamber of Commerce). This checklist will be updated for use with the second and third workshops.

RBF will also design an eye-catching informational brochure/workshop announcement that can be used as part of the outreach effort, along with a subsequent flyer for the second and third workshops. All materials can be posted on the City’s website, as well as distributed by the City as determined in the outreach plan.

Task 6.2 College Boulevard Widening Project FAQ

RBF will work with the City to prepare a list of Frequently Asked Questions (FAQ) and responses regarding the project. This FAQ can be used as a handout, posted on the City’s website, or used to respond to email and phone inquiries about the project. It is anticipated that the initial FAQ will be updated after the alternative development process and again after the selection of a preferred alternative.

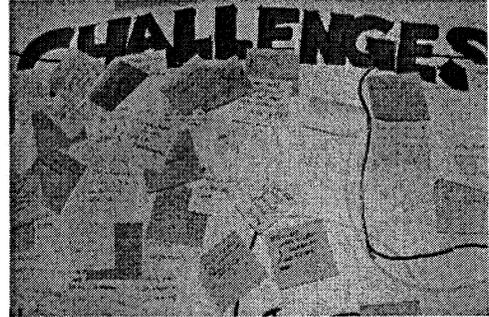




Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

Task 6.3 Kick-off Workshop

This initial workshop will introduce stakeholders to the project and provide a forum for them to identify local values, potential issues, and opportunities. The workshop will include a presentation on the project and background, existing conditions studies, and the purpose and schedule of the current planning effort. The workshop will provide an opportunity for questions, but will also focus on inviting



community stakeholders to identify specific issues and opportunities through interactive exercises (or open house stations) and a facilitated discussion. Comment cards will be available for those who wish to provide additional input.

Task 6.4 Stakeholder Group Meetings

Consultant shall facilitate up to six (6) client-approved meetings/interviews with key groups of stakeholders such as property owners, neighborhood groups, and special interests. It is assumed that the initial three meetings will focus on understanding the audiences' concerns associated with the proposed project, provide focused information, and build consensus. The second three meetings and/or interviews will allow for conceptual project alternatives to be explored.

Task 6.5 Alternatives Workshop

The second workshop will focus on sharing preliminary alternatives and related impacts (positive and negative) to the stakeholders. The alternative development process and other project details will be shared with the community. Alternatives will be shared through the use of a multi-media presentation and exhibits. Small group exercises will be used to allow community members to provide input on the alternatives and/or alternative options. Comment cards will be available for those who wish to provide additional input.

Task 6.6 Preferred Alternative Workshop/Open House

The third workshop will focus on sharing the preferred alternative with stakeholders via a community-wide open house. The open house will be organized with a series of "stations," each focused on a different aspect of the project and will include the use of exhibits and other visual tools.

Deliverables for Task 6:

- Public Outreach Strategy/Checklist
- Informational Brochure/Workshop Announcement
- Two Workshop Flyers
- Three Versions of a Project FAQ
- Facilitation of and Materials for up to Six Small Group Meetings
- Facilitation and Materials for up to Three Community Workshops
- Community Outreach Summary Report



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

TASK 7.0 PROJECT STUDY REPORT

Task 7.1 Description of Project Alternatives

To facilitate the environmental assessment of the alternatives, RBF will prepare a detailed description of the key design features of each of the alternatives identified. Alternative descriptions will include 11x17 color maps, cross-sections, and visual simulations (as necessary) for each section.

Task 7.2 Identification of Environmental Constraints

Technical studies will be prepared for biology, archeology/paleontology, and traffic that identify the constraint along the corridor. Using the mapping prepared in Task 2.0 of this scope of work, the impacts associated with each alternative will be identified based on the information provided in the technical studies. Alternatives will be overlaid on the GIS maps to highlight the areas of impact and to demonstrate how alternatives have been developed to minimize impacts. Maps and associated text will be integrated into the Project Study Report based on this assessment.

Task 7.3 Summary of Recommendations

Compiling the information regarding impacts, traffic operational analysis, input from the community and geological information for the corridor, RBF will develop a corridor improvement plan that integrates the recommended cross-section and design features for each of the three sections of the corridor. The corridor improvement plan will discuss transition areas between study sections and address areas that may result in environmental, physical, right-of-way, utility, and social impacts.

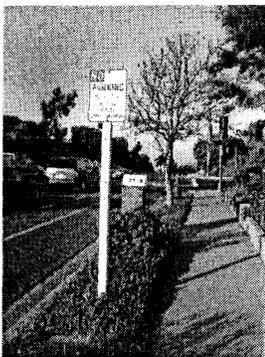
Task 7.4 Geotechnical Study (Optional Task)

Although not specifically included in the request for proposals, RBF has teamed with Ninyo & Moore, Associates to prepare a geological survey of the study area. Based on our understanding of the existing conditions throughout the City and the potential impact to existing slopes, this study would help reveal any potential geological issues that would not otherwise be revealed in this process. The study completed by Ninyo & Moore would include the following:

Task 7.5 - 7.6 Draft and Final Project Study Report

RBF will prepare a Project Study Report to provide detailed information about the project and to present the various alternatives. The study will include discussion on the following topics:

- Introduction
- Existing Facilities
- Existing Deficiencies
- Project Description
- Proposal and Alternatives (w/Vicinity Map)
- Nonstandard Design Features
- Utilities
- Landscaping and Irrigation
- Conformance with General Plan and Zoning Code Standards
- Project Schedule



The College Boulevard widening PSR will account for all existing conditions.



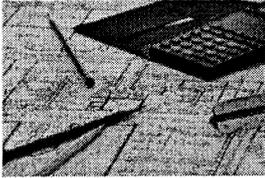
Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

- Project Costs
- Right-of-Way
- Public Involvement
- Environmental Clearance Requirements
- Project Development Schedule

Deliverables for Task 7:

- Description of Project Alternatives (11x17 illustrations)
- Matrix Summarizing Environmental Constraints by Alternative
- Three Draft Project Study Reports
- Five Final Project Study Reports

TASK 8.0 PRELIMINARY COST ESTIMATES



RBF will prepare cost estimates for three alternatives selected by the City and affected residents.

Our team will prepare a Budget Level Estimate of the costs to complete the process. This Estimate will include costs to prepare the necessary environmental documents (such as biological, archeological, hydraulic, traffic), to prepare the preliminary engineering plans, to conduct the public and environmental agency meetings and hearings, to obtain the necessary regulatory permits, to prepare the final construction documents, and to construct the project.

RBF will also prepare a Budget Level Estimate for the analysis of the various alternatives (up to three) developed for each of the three sections along College Boulevard, as well as a total cost estimate for the entire corridor from Waring Road to Old Grove Road. These Estimates will provide the City with a complete understanding of the total project development costs. RBF will establish unit prices based upon recent project costs in Oceanside and the surrounding communities. Estimates will be divided as follows:

Task 8.1 Preliminary "Soft" Costs

RBF will prepare one estimate for each alternative to prepare final construction documents and necessary permits. The estimate will include items such as, environmental documents, hydraulic analyses, traffic studies, and final construction plans, specifications and estimates (PS&E).

Task 8.2 Preliminary Construction Costs

RBF will prepare one estimate for each alternative of approximate construction costs of the three different alignments identified in Task 5.0.

Task 8.3 Corridor Section Estimates

Estimates prepared in tasks above will be further divided into each of the three sections of the corridor as defined in the project RFP.

Deliverables for Task 8:

- Preliminary Cost Estimate (3 Alternatives)



Project Study Report for Widening College Boulevard from Waring Road to Old Grove Road

TASK 9.0 MEETINGS

RBF will lead the Project Team Meetings. RBF will arrange meetings, provide discussion materials and agendas, and develop and distribute meeting notes. RBF will prepare an action item matrix, document all project decisions, and distribute correspondence copies to all Project Team members as appropriate.

Deliverables for Task 9:

- Attendance at Five Review Meetings with City Staff
- Attendance at One Community Meeting/Workshop
- Attendance at One Traffic Commission Meeting
- Attendance at One City Council Meeting
- Meeting Minutes
- Other Project Documentation as Appropriate

TASK 10.0 PROJECT MANAGEMENT

RBF will prepare a Work Plan for the Project that consists of project personnel, task discipline, and task and phase budget sections. The Work Plan will be tracked on a bi-weekly basis. Prior to the project kick-off meeting, RBF will prepare a detailed Project Schedule to reflect any changes to the scope that may have occurred during contract negotiations. The schedule will identify milestone events and will be tracked and updated on a bi-weekly basis.

RBF will also prepare an Action Item Matrix that will identify critical issues, responsible parties, and target and actual resolution dates.

Monthly Progress Reports documenting the progression of this work will be prepared and presented to the City. This report chronicle work accomplished during the previous month, work anticipated for the month ahead, any outstanding issues that require clarification, and a progress schedule.

Deliverables for Task 10:

- Project Work Plan
- Revised Project Schedule
- Action Item Matrix
- Monthly Progress Reports



RBF is committed to delivering this project on time and within the City's budget.