



DATE: January 4, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT TO COMPLETE ENVIRONMENTAL STUDIES AND FINAL ENGINEERING DESIGN FOR THE FUTURE RIGHT-TURN IN/OUT ONLY ACCESS FROM JEFFRIES RANCH ROAD TO STATE ROUTE 76**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with RBF Consulting in the amount of \$130,740 to complete environmental studies and final engineering design to construct a right-turn in/out access from Jeffries Ranch Road to State Route 76 and authorize the City Manager to execute the agreement.

BACKGROUND

In November 2008, Caltrans certified its Environmental Impact Report (EIR) for the widening of State Route 76 from a two-lane roadway configuration to a four-lane expressway between Melrose Drive and Mission Road. In March 2010, the residents of Jeffries Ranch were notified by Caltrans that the Jeffries Ranch Road closure was imminent. This closure was recommended by Caltrans in order to achieve proper design and safety features typically required with regional expressways.

During the summer of 2010, City staff met with the residents of the Jeffries Ranch neighborhood area to better understand their concerns over the closure. City staff then commissioned the consulting firm, IBI Group, to complete a feasibility study to identify alternatives to restore the public access lost due to the closure of Jeffries Ranch Road at State Route 76.

On December 8, 2010, staff brought the results of the feasibility study to the City Council for consideration of three possible alternatives. The right-turn in/out access alternative from Jeffries Ranch Road to State Route 76 was selected by the City Council. Staff was directed to proceed on the Engineering design, but no General Funds would be obligated for construction.



Accordingly, in September 2011, staff produced and released a Request for Proposals (RFP) to solicit bids from qualified consultants to complete the required environmental studies and final engineering design for the right-turn in/out only access alternative from Jeffries Ranch Road to State Route 76. As shown on Exhibit A, six proposals were received and evaluated by staff in November 2011. RBF Consulting was selected to complete the work.

ANALYSIS

RBF Consulting was selected due to their flexible approach with regard to completing the environmental studies and their emphasis on coordination with Caltrans. Two approaches for the appropriate environmental studies were recommended by RBF Consulting.

One approach suggests that staff and RBF Consulting complete an addendum to the existing Caltrans Environmental Impact Report (EIR) for the widening of State Route 76.

If Caltrans allows an addendum to their EIR, the City will save time and money. Should Caltrans not allow an addendum to their EIR, then staff and RBF Consulting will need to complete a Mitigated Negative Declaration (MND).

The final engineering designs will be an iterative process developed in phases of 30% conceptual design, 60% design, 90% design and 100% design. Staff and RBF Consulting will coordinate with Caltrans during each phase of the engineering design plans to ensure Caltrans approval of the new access.

FISCAL IMPACT

The FY 2011-12 Capital Improvement Program budget for the Jeffries Ranch Rd Access Study Project- 902116200212.5305 is \$400,000. The total cost for the project is anticipated to be \$130,740 for RBF Consulting and \$30,000 for Caltrans processing fees; therefore, there are sufficient funds available for this agreement.

Jeffries Ranch Environmental Studies and Final Design	FY 11-12 Budget	Business Unit/Object Code
Budget Detail		
Professional Services	\$400,000	902116200212.5305
Expenditures Detail		
Caltrans	\$ 30,000	902116200212.5305.10400
RBF	<u>\$130,740</u>	902116200212.5305.10400
Total Expenditure Budget	\$160,740	
Unallocated / Available	\$239,260	

Funding for the construction of the project which is estimated to be \$900,000 has not been identified.

INSURANCE REQUIREMENTS

Insurance required by the contract documents has been provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

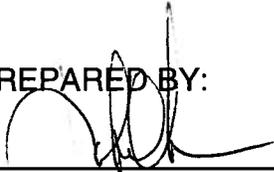
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with RBF Consulting in the amount of \$130,740 to complete environmental studies and final engineering design to construct a right-turn in/out access from Jeffries Ranch Road to State Route 76 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
- George Buell, Development Services Director
- Scott O. Smith, City Engineer
- David DiPierro, City Traffic Engineer
- Teri Ferro, Financial Services Director











Attachments:

1. Exhibit A: Consultant Proposal Rating Form
2. Exhibit B: PSA

CONSULTANT PROPOSAL RATING FORM

Name of Firm(s): IBI, RBF, KOA, TERRAMAR, AMEC, Wilson Co.
 Project/Service: Jeffries Ranch Road Access at SR-76

Date: 11/7/2011
 Project/Acct. No.: _____

	POINTS	CONSULTANT					
		IBI	RBF	KOA	TERRMAR	AMEC	Wilson Co.
I. QUALIFICATIONS:	30	30	30	20	13	28	10
II. SERVICES:	20	10	10	10	7	8	5
III. PROPOSAL:	10	10	9	9	10	10	10
IV. EXPERIENCE:	20	18	20	9	11	14	6
V. PREVIOUS CONTRACTS:	10	2	6	10	10	10	10
VI. PRICE:	10	5	9	8	10	6	7
TOTALS:	100	75	84	66	61	76	48

	POINTS
David Toschak:	
I. QUALIFICATIONS:	30
II. SERVICES:	20
III. PROPOSAL:	10
IV. EXPERIENCE:	20
V. PREVIOUS CONTRACTS:	10
VI. PRICE:	10
TOTALS:	100

	POINTS
John Amberson:	
I. QUALIFICATIONS:	30
II. SERVICES:	20
III. PROPOSAL:	10
IV. EXPERIENCE:	20
V. PREVIOUS CONTRACTS:	10
VI. PRICE:	10
TOTALS:	100

	POINTS
Jerry Hittelman:	
I. QUALIFICATIONS:	30
II. SERVICES:	20
III. PROPOSAL:	10
IV. EXPERIENCE:	20
V. PREVIOUS CONTRACTS:	10
VI. PRICE:	10
TOTALS:	100

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: (Jeffries Ranch Road Right-Turn In/Out Only Access to State Route 76 902116200212)

THIS AGREEMENT, dated January 5, 2012, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RBF Consulting, A Baker Company, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows (detailed Scope of Work attached as Exhibit 1):
 - 1.1 Coordination with Caltrans/Geometric Approval – Staff and the consultant shall meet with Caltrans to review proposed alternative and produce 30% Concept Design Plans;
 - 1.2 Environmental Documentation – As an alternative approach, the consultant shall explore with Caltrans the possibility of preparing an addendum to the State Route 76 Environmental Impact Report (EIR) with Caltrans as the lead agency. Otherwise, the consultant shall prepare a Mitigated Negative Declaration (MND) with the City as the lead agency. If an addendum to the Caltrans EIR is permitted, then the following tasks shall be completed:
 - 1.2a *Document Review* – The consultant shall review the Caltrans EIR prepared for the State Route 76 Corridor and determine the impacts identified in the vicinity of Jeffries Ranch Road.
 - 1.2b *Technical Study Updates* – The consultant shall review the Caltrans EIR, the Jeffries Ranch Neighborhood Alternative Public Access Roadway Feasibility Study and determine which technical studies need to be completed.
 - 1.2c *Caltrans Coordination/Liaison* – The consultant shall meet with Caltrans to discuss and coordinate the Caltrans internal review and EIR approval process.
 - 1.2d *Produce Draft and Final Addendum to the Caltrans State Route 76 EIR* - The consultant shall prepare a draft addendum to the State Route 76 EIR for Caltrans review and comments. The consultant shall prepare a final EIR based upon comments received and submit to Caltrans for approval.

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- 1.3** Alternative Environmental Methodology: Mitigated Negative Declaration (MND) Approach – If it is determined that an addendum to the Caltrans State Route 76 EIR will not be supported by Caltrans, then the consultant shall prepare a Mitigated Negative Declaration with the City as the lead agency.
- 1.3a Document Review* – The consultant shall review the Caltrans State Route 76 EIR and determine if the technical studies prepared for the EIR would be applicable to the MND study.
- 1.3b Technical Study Updates* – The consultant shall provide the appropriate studies or assessment letters for the MND.
- 1.3c Draft Mitigated Negative Declaration* – The consultant shall prepare for the proposed project.
- 1.3d Final Mitigated Negative Declaration* – Following the City’s review of the revised draft, the consultant shall prepare a response to comments matrix, to address all outstanding items in the MND and submit to the City.
- 1.4** Final Design (PS&E) – The consultant shall prepare the plans and specification using the latest versions of the Caltrans Highway Design Manual (HDM), the City of Oceanside’s Street Design standards, Regional Standard Drawings, Specifications for Public Works Construction (Greenbook), Caltrans Standards and Specifications and the latest ADA requirements.
- 1.5** Existing Conditions Documentation – The consultant shall undertake a comprehensive data collection and base mapping effort.
- 1.6** Utility Coordination – The consultant shall submit plans to all utility companies for review and comment at 60% and 90% design plans.
- 1.7** Survey and Mapping – The consultant shall conduct research with the City of Oceanside to assemble existing right-of-way plans and survey records. A survey crew shall collect data to establish the vertical location of existing utilities along the corridor.
- 1.8** Preliminary Geotechnical Investigation – The consultant shall complete a pavement evaluation and geotechnical investigation (optional).
- 1.9** Environmental Permitting – The consultant shall participate in environmental agency meetings and prepare the materials needed to obtain the necessary regulatory permits.

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- 1.10** Estimate of Probable Cost – The consultant shall provide a budget level estimate that will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item.
 - 1.11** Development of 30% Conceptual Design – The results of the existing conditions analysis and the review of the existing reports, as well as conceptual design documents produced during the Feasibility Study phase, will be used to develop preliminary (30%) design plans.
 - 1.12** Design Plans for 60%, 90% and 100% - All plans and specifications will be completed in conformance with the Caltrans Highway Design Manual (HDM) and the City of Oceanside’s Street Design standards, and other applicable codes. Plans will be prepared using CADD format and submitted at 60%, 90% and 100% levels of completion. Also included in this task will be improvement plans, design cross-sections, earthwork calculations, landscape and irrigation plans, traffic control plans, SWPPP/erosion control plans, hydrology/hydraulics and water quality, hydromodification mitigation study (optional) and specifications.
- 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.

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4. LIABILITY INSURANCE.

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

4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code Section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees,

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

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

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

8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$130,740.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that result in incidental expenses to CITY.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City Engineer within 427 calendar days of the execution of contract.

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

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

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

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

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

13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

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

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

RBF CONSULTING
By: *Michael Burke*
Michael Burke, Executive Vice President

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager

Date: 12/28/11

Date: _____

By: *Gary Warkentin*
Gary Warkentin, Senior Vice President

APPROVED AS TO FORM:
Antoine Simelton, ASST.
City Attorney

Date: 12/28/11

95-2247293
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange }

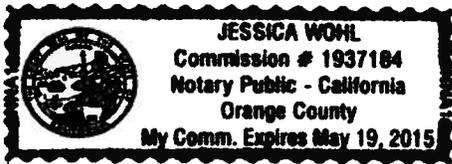
On 12/28/2011 before me, Jessica Wohl, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Burke and Gray 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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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: Jessica Wohl
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: City of Oceanside Professional Services

Document Date: Agreement 1/5/2012 Number of Pages: 8 + Scope of Services

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Exhibit A: SCOPE OF WORK

Task 1 - Project Management and Coordination

During each phase of the project, the RBF project manager will be responsible for creating and maintaining communication records including agendas, meeting minutes and progress reports. At the onset of the project, RBF will coordinate with the City to establish regularly scheduled progress meetings and communication protocols. For this project, we have budgeted for six (6) progress meetings.

Task 2 - Coordination with Caltrans / Geometric Approval

As noted in the Feasibility Study, Caltrans has expressed safety and operational concerns with the Right-In/Out Alternative. As the improvements are located within Caltrans right-of-way, the proposed alternative will need to be approved by Caltrans with critical concerns about traffic operations resolved. The Caltrans route manager and other key staff person should be involved in the project to discuss the alternatives evaluated, recommend Project Description and Purpose and Need for the project.

Upon completion of the 30% Concept Design Plans (Task 4.3), RBF will initiate coordination efforts between the City and Caltrans with the goal of obtaining the approval of the recommended alternative outlined in the Feasibility Study. RBF will organize two (2) meetings with Caltrans. The first meeting will be to review the findings of the Feasibility Study, discuss the recommended alternative with Caltrans and identify if the project can be processed as an encroachment permit project. Based on the outcome of that meeting, RBF will prepare refined concept drawings and submit in electronic format for Caltrans review and comment. Following review and discussion with Caltrans, RBF will schedule a second meeting to finalize design changes and discuss the appropriate permitting and environmental review of the project.

At the conclusion of the second meeting with Caltrans, the project team will have clear direction on the project. Pending Caltrans approval of the recommended alternatives, RBF will initiate the environmental and final design stages of the project.

Task 3 - Environmental Documentation

Due to the current construction of the SR-76 widening project, the existing conditions along the disrupted corridor make the collection of existing conditions data difficult at best.

Findings of the Feasibility Study suggest that the appropriate environmental document for this project is a Mitigated Negative Declaration. Although feasible to conduct biology, cultural resources and other technical studies for this 1900 foot section of SR-76, the disturbed conditions are likely to result in no significant findings. Therefore, this scope of work considers CEQA Section 15164 (a) *Addendum to an EIR or Negative Declaration*, and the preparation of an Addendum to the EIR prepared for the SR-76 widening project in lieu of preparing the Mitigated Negative Declaration as suggested in the Feasibility Study and included in the RFP. Preparing an

Addendum to the EIR will save time and budget, but would require that Caltrans be the lead agency for the environmental document.

If the City would prefer to be the lead agency, RBF has prepared a scope of work and fee proposal to prepare the Mitigated Negative Declaration, provided as an alternative methodology in Tasks 3.1 A through 3.6A.

Task 3.1 Document Review

RBF will review the EIR prepared for the SR-76 corridor and determine the impacts identified in the vicinity of Jefferies Ranch Road. Based on the findings, RBF will compile a list of all valid and applicable technical studies. RBF will also compile a list of technical studies that will need to be updated or completed per Caltrans requirements.

Task 3.2 Technical Study Updates

Based on preliminary review of the EIR, the *Jefferies Ranch Neighborhood Alternative Public Access Roadway Feasibility Study* and Caltrans experience, RBF is assuming that the following two technical studies will be required:

- Biological Resources Report
- Phase I Initial Site Assessment- Checklist

As previously mentioned, under the EIR Addendum approach Caltrans would assume lead agency responsibility. As such, the technical studies are required to follow the Caltrans *Standard Environmental Reference* Guidelines. However, until the document review under Task 3.1 is completed, and concurrent with coordination with Caltrans, the exact technical studies that will need to be updated are unknown.

Task 3.3 Caltrans Coordination/Liaison

Based on the recommendation that the City will process this project as an Addendum to the SR-76 EIR, RBF will schedule a meeting with Caltrans to discuss and coordinate the Caltrans internal review and approval process. Throughout the EIR approval process, RBF will be the key point of contact for the project and will provide the City with regular status updates.

Task 3.4 Draft Addendum to the SR-76 EIR

RBF will prepare the Draft Addendum to the SR-76 EIR for City of Oceanside and Caltrans review. The preparation of the Draft Addendum to the SR-76 EIR will utilize the updated studies and findings from the SR-76 EIR. All comments received on the amendment will be addressed by RBF within this scope of work. The Revised Draft will be submitted to the City and Caltrans for review.

Task 3.5 Final Addendum to the SR-76 EIR

Following the City and Caltrans review of the Revised Draft, RBF will prepare a response to comment matrix, to address all outstanding items in the Addendum to the EIR, and submit to Caltrans for final approval. Preparing an Addendum to the EIR would not require circulation of the document to the public. Approval of the Addendum would come from Caltrans.

ALTERNATIVE ENVIRONMENTAL METHODOLOGY: MITIGATED NEGATIVE DECLARATION APPROACH

Task 3.1A Document Review

RBF will review the EIR prepared for the SR-76 corridor and determine if the technical studies prepared for the EIR would be applicable to the Mitigated Negative Declaration study. This scope of work assumes that all studies prepared for the EIR would not be specific to the right turn in/out at Jeffries Ranch Road and new, focuses technical studies would be required.

Task 3.2A Technical Study Updates

RBF will work with a team of technical consultants to provide the appropriate level studies or assessment letters for the Mitigated Negative Declaration:

- Hazardous Materials
- Biology
- Cultural Resources
- Air Quality/Greenhouse Gases
- Noise

Task 3.3A Caltrans Coordination/Liaison

This task would not be required if City of Oceanside is the lead agency for the MND.

Task 3.4A Draft Mitigated Negative Declaration

RBF will prepare the Mitigated Negative Declaration for the proposed project. The preparation of the MND will integrate the findings of the updated/new technical reports in Task 3.3A. All comments received by the City or the community will be addressed by RBF within this scope of work. The Revised Draft will be submitted to City of Oceanside for review.

Task 3.5A Final Mitigated Negative Declaration

Following the City's review of the Revised Draft, RBF will prepare a response to comment matrix, to address all outstanding items in the MND and submit to the City.

It will be the responsibility of City staff to notice, circulate and coordinate the public hearing for the MND. RBF staff will be available to assist with responding to comments during the City Council meeting for this project.

Task 4 - Final Design (PS&E)

RBF will prepare the plans and specification using the latest versions of the Caltrans Highway Design Manual (HDM), the City of Oceanside's Street Design standards, Regional Standard Drawings, Specifications for Public Works Construction (Greenbook), Caltrans Standards and

Specifications and the latest ADA requirements, as well as all other codes and practices that affect the project.

Task 4.1 Existing Conditions Documentation

To develop a comprehensive understanding of the physical conditions along SR-76 and Jeffries Road Ranch, the RBF Team will undertake a comprehensive data collection and base mapping effort, being sure not to duplicate any work already completed as part of the Feasibility Study.

Task 4.1.1 Research and Investigation - Building upon the information available from the City of Oceanside as developed and collected during the Feasibility Study phase, the RBF Team will develop a base map to be used throughout the design/ construction process. Our team will research and verify all as-built conditions shown on the as-built plans as well as the design plans prepared for the SR-76 widening, as provided by the City. The RBF Team will review all available documents that have been prepared for this area.

RBF will conduct utility research to obtain records for storm drain, sewer, water, gas, electric, telephone, and cable television. RBF will also obtain records for existing streets. In obtaining this information, RBF will coordinate with the City of Oceanside, Caltrans, SDG&E, AT&T, and Cox.

Task 4.1.2 Field Review - Our team will conduct a thorough field investigation for the roadway conditions, pedestrian access and facilities, traffic operations, and bicycle uses. A preliminary field visit was conducted on Tuesday October 18, 2011 to review the project area and identify the existing conditions and potential environmental, design and traffic constraints. During the field visit, construction of the SR-76 widening project was underway.

The as-built and design plans will be field reviewed to confirm all existing conditions. Included in the field review will be verification of existing geometry, existing signing and striping, and any potential utility conflicts.

Results of the document and field investigation will be integrated into a CADD base map that will be used by the project team to develop the final design plans.

Task 4.2 Utility Coordination

Through our initial investigation, it appears that some utilities may be impacted by the proposed improvements. RBF will submit plans to all utility companies (SDG&E, AT&T, Cox and City of Oceanside) for review and comment at 60% and 90%. RBF will attend coordination meetings with these utility companies.

Task 4.3 Survey and Mapping

RBF will conduct research with the City of Oceanside to assemble existing right-of-way plans and survey records. Record maps will be organized for retrieval purposes and CADD calculations completed to identify record parcel limits and search locations for controlling survey monuments. Depending upon the stage of current construction, a survey crew will collect data to establish the

vertical location of existing utilities along the corridor, as well as critical tie-in points where the proposed improvements will meet the SR-76 widening project and the current terminus of Jeffries Ranch Road. Other critical points may include existing utility vaults and storm drain infrastructure. If current construction is not far enough along, the existing conditions will be based upon existing mapping and the SR-76 widening design plans.

Task 4.4 Preliminary Geotechnical Investigation

Task 4.4.1 Pavement Evaluation

Leighton Consulting, Inc. will conduct a review of pertinent background information including as-built plans, and the preliminary conceptual design; site and mark out of the proposed exploratory sampling locations for clearance by Underground Service Alert; collect samples at five selected locations selected locations in the along proposed acceleration and deceleration lanes to observe and sample the subgrade soils and evaluate of the condition of the existing subgrade soils. Samples of the encountered soils will be collected and transported to Leighton's in-house geotechnical laboratory for analysis. Laboratory testing is anticipated to include grain size (sieve) analyses, R-value, and Atterberg Limits. After compilation and analysis of the data obtained from the background, field, and laboratory testing; an illustrated report presenting findings, conclusions, and geotechnical recommendations to assist in the design and construction of the proposed SR- 76 right turn in/out only access from Jeffries Ranch Road will be prepared. We have assumed that permitting will not be necessary. Prior to the 100% design submittal, Leighton Consulting, Inc. will perform a geotechnical review of the plans to verify the geotechnical recommendations have been properly incorporated into the project design.

Task 4.4.2 Geotechnical Investigation (Optional)

Leighton Consulting, Inc. will conduct a review of pertinent background information including the preliminary conceptual design and available plans, existing geotechnical reports and the future site geotechnical reports; site mark out of the proposed exploratory boring locations for clearance by Underground Service Alert; provide an exploration plan to RBF prior to field study; excavate, log, and sample 5 exploratory boring to observe and sample the soils for laboratory testing. Samples of the encountered soils will be collected and transported to Leighton's in-house geotechnical laboratory for analysis. Laboratory testing is anticipated to include, grain size (sieve) analyses (1), expansion index (1), and corrosion suite (1), shear testing and after compilation and analysis of the data obtained from the background, field, and laboratory testing; an illustrated geotechnical reports presenting findings, conclusions, and geotechnical recommendations to assist in the design and construction for the mass grading. We have assumed that Right of Way and SWPP plan will not be necessary prior to field work and that coordination between Caltrans and the City of Oceanside will be performed by RBF. We will perform our study during normal business hours. We have assumed the optional investigation and pavement evaluation will be performed concurrently with one geotechnical report.

Task 4.5 Environmental Permitting

RBF shall participate in environmental agency meetings and prepare the materials needed to obtain the necessary regulatory permits.

Task 4.6 Estimate of Probable Cost

RBF will provide a budget level cost estimate in Microsoft Excel spreadsheet format that will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. The spreadsheet item description will correspond word-for-word with the Bid Schedule item description to be used when advertising the project for construction bids.

Task 4.7 Development of 30% Conceptual Design

The results of the existing conditions analysis and the review of existing reports, as well as conceptual design documents produced during the Feasibility Study phase, will be used to develop preliminary (30%) design plans. Existing grades, private improvements, signing and striping, and utilities will be considered in the development of the conceptual design plans. At the same time we will start preparing for a public presentation to present the City Council. This task includes evaluation of alternatives to mitigate Caltrans' concern of weaving traffic maneuvers.

With the completion of the 30% submittal, the City of Oceanside and RBF will have the opportunity to initiate the coordination process with the Caltrans representative and the utility companies. Plans will be distributed to the various stakeholders to begin the review process.

After the development of the 30% drawings, we will review them with the City to collaboratively share comments and further develop the design. RBF would then accompany the City on a site visit to review the impacts and determine the final limits of improvements and further review the plans to ensure that all of the City's concerns are being met.

As a part of the 30% submittal, RBF will provide an opinion of probable construction costs for the improvements.

Task 4.8 Design Plans for 60%, 90% and 100% Reports, Specifications and Cost Estimates

All plans and specifications will be completed in conformance with the Caltrans Highway Design Manual (HDM) and the City of Oceanside's Street Design standards, and other applicable codes. Plans will be prepared using CADD format and submitted at the 60%, 90%, and 100% levels of completion.

Task 4.8.1 Improvement Plans - RBF will prepare Improvement Plans to implement construction of the City of Oceanside Right Turn In/Out Access road from Jeffries Ranch Road to State Route 76. The improvement plans will include existing topographic and planimetric mapping, right-of-way lines, roadway centerlines, and calculated geometric layouts.

Improvement plans will indicate all proposed surface improvements including, but not limited to curb, gutter, retaining walls, sidewalks, pavement, utility relocations, ADA compliant curb returns and grading.

The plans will be prepared at a scale of one inch equals fifty feet (1"=50') with accompanying profiles. Plan sheets will include Title Sheet, Index Map, Typical Cross Section Sheet (with all existing and proposed utilities shown), Construction Details Sheet, Demolition and Rough Grading Plans, Street Improvement Plan and Profile Sheets, Drainage Improvement Plan and Profile Sheets, Street Lighting and Signing & Striping Plans.

Task 4.8.2 Design Cross-Sections - RBF will prepare Design Cross Section Plans at appropriate stations. The cross sections will show proposed street improvements superimposed with the existing street sections. The design cross-sections will be submitted with the 90% and final submittals and will be separate from the improvement plans.

Task 4.8.3 Earthwork Calculations - RBF will perform earthwork calculations to determine grading cut/fill quantities. Special attention will be paid to the proposed pavement sections and shrinkage that will occur during compaction.

Task 4.8.4 Landscape and Irrigation Plans - RBF will prepare landscape and temporary irrigation plans to vegetate the disturbed slopes and surrounding areas.

Task 4.8.5 Traffic Control Plans - RBF will prepare traffic control plans for the proposed street improvements within the project area. As noted in a recent announcement, paving for the SR-76 widening project is scheduled to begin at the end of October between Melrose and East Vista Way, with the goal of having traffic shifted onto this newly paved section around the first of the year. Our main objectives would be to keep both widened lanes on the SR-76 open at all times, during the construction and also to minimize traffic impacts on other nearby streets. Traffic control plans will be prepared at a scale of one inch equals fifty feet (1"=50') and follow the traffic control guidelines outlined by the MUTCD California Supplemental in compliance with Caltrans and City of Oceanside Standards.

Task 4.8.6 SWPPP/Erosion Control Plans - The RBF Team shall prepare erosion control plans for temporary and permanent erosion control for the project. The Erosion Control Plans shall be prepared in accordance with the Caltrans Stormwater Quality Handbook, Project Planning and Design Guide (June 2011) and the California State General Construction Permit Order No. 2009-0009-DWQ (General Permit). An NOI and SWPPP will be required for this project. Based on a preliminary calculation the disturbed project area is approximately 1 acre and any activity that results in a land disturbance of one or more acres of disturbed land surface is subject to the General Permit. A risk assessment has been calculated for the site based on project location and a project construction schedule of nine months. The risk determination is Risk Level 1. For Caltrans construction projects, a SMARTS account will not be required.

Task 4.8.7 Hydrology/Hydraulics and Water Quality – The RBF Team shall prepare a Hydrology and Hydraulics Report for the sizing of the stormwater collection system. In addition, the RBF team shall prepare the Stormwater Data Report in compliance with Caltrans Stormwater Quality Handbook, Project Planning and Design Guide (PPDG). This report will identify and design appropriate Best Management Practices (BMPs) for the control and treatment of project generated pollutants.

Task 4.8.8 Hydromodification Mitigation Study (Optional) – In February 2012, Caltrans is expected to publish an updated PPDG. The updated document will include a hydromodification component. If necessary, RBF shall develop a project Hydromodification Mitigation Study for review and approval by Caltrans, in support of the proposed project. The hydromodification mitigation study will contain narrative, exhibits, figures, and calculations required by Caltrans for hydromodification submittals. Integrated Management Practices (IMPs) to mitigate increases in flow duration shall be designed using the updated PPDG. The goal of hydromodification mitigation approach is to attenuate flow to offset the flow duration impact from creating additional impervious areas. Mitigation options could be through the use of linear biofiltration (i.e., vegetated swales with select import soils as required) and potential bioretention areas. Ultimate mitigation options will need to be in compliance with the updated requirements. Design solutions and maintenance requirements shall be coordinated with The City of Oceanside, consultant team, and the Caltrans maintenance group.

Task 4.8.9 Specifications - RBF will prepare construction specifications and a project bid schedule, using the Caltrans Standard Specifications (2010) for the contract documents and general provisions, with special provisions provided where required. Technical specifications will be prepared for construction of each item of work in the Project. It is anticipated that all of the above mentioned plans will be bid under one construction bid document.