

**TO:** James L. App, City Manager  
**FROM:** Ron Whisenand, Community Development Director  
**SUBJECT:** Intersection Improvements Union Road – Golden Hill Road  
**DATE:** December 15, 2009

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**Needs:** For the City Council to consider accepting grant funding from APCD and authorize a contract with Whitlock and Weinberger Transportation, Inc. (W-Trans) for design of a roundabout at the intersection of Union and Golden Hill Roads.

- Facts:**
1. Regency Centers has recently completed development of the Golden Hills Plaza, which includes the Lowe's Home Improvement store on Golden Hill Road at Highway 46E.
  2. Pursuant to CEQA requirements, the project was reviewed by the San Luis Obispo County Air Pollution Control District (APCD). Air quality mitigation measures were included in conditions of approval.
  3. As a mitigation measure, Regency was required to finance the conceptual design of a roundabout at the intersection of Union and Golden Hill Roads.
  4. APCD has offered the City an agreement to finance the roundabout study.
  5. W-Trans has submitted a proposal for conceptual design of a roundabout at Union and Golden Hill Roads.

**Analysis & Conclusion:**

At its meeting of December 20, 2005, the City Council approved a roundabout plan line for improvements to the Union Road - Golden Hill Road intersection. The intersection is included in the draft update of the circulation element of the General Plan.

W-Trans of Santa Rosa has submitted a proposal to provide a conceptual roundabout design. W-Trans has extensive expertise in the design of roundabouts. They provided similar studies for the City at Rolling Hills - Creston Roads and South River - Charolais Roads.

The design of roundabouts is an iterative process that requires balancing the needs of all vehicular, pedestrian and bike users, while fitting within defined site constraints and maintaining all of the safety attributes for which roundabouts are known. W-Trans is well-versed in roundabout design and focuses not only on traffic engineering issues but also less obvious issues such as the context of adjacent land uses and the types of vehicles and drivers on the road. In addition to their design work in Paso Robles, W-Trans has conducted extensive community outreach and education.

The proposal includes a detailed horizontal layout and a public presentation of their proposed design.

**Policy**

**Reference:** Circulation Element of the General Plan.

**Fiscal**

**Impact:** The transportation impact fee account will fund the \$2,820 difference between the grant from APCD of \$39,880 and the W-Trans contract amount of \$42,700.

**Options:**

- a. 1) That the City Council accept the offer from the San Luis Obispo County Air Pollution Control District to enter into a contract to prepare a conceptual roundabout design for the intersection of Union and Golden Hill Roads resulting in reimbursement to City of \$39,880.
  - 2) Authorize the City Manager to execute a contract with Whitlock and Weinberger Transportation Inc. (W-Trans) not to exceed the amount of \$42,700, to prepare a conceptual roundabout design for the intersection of Union and Golden Hill Roads. The tasks will include a public workshop and a presentation to the City Council.
- b. Amend, modify or reject the above option.

Attachments: (3)

1. Draft Agreement from APCD
2. W-Trans proposal dated 10-16-09
3. Resolution

## **Grant Agreement**

**between**

**The San Luis Obispo County Air Pollution Control District**

**and**

**City of Paso Robles**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT (APCD), an air pollution control district formed pursuant to the laws of the State of California and CITY OF PASO ROBLES (CONTRACTOR).

### **WITNESSETH**

WHEREAS, the owner (Regency Centers) of the Golden Hills Property, located on Highway 46 east of Paso Robles proposed the development of a large scale commercial/retail facility on the property (Project); and,

WHEREAS, City of Paso Robles, pursuant to CEQA requirements and as lead agency, oversaw the preparation of a mitigated negative declaration to review and assess impacts associated with the proposed Project; and,

WHEREAS, upon review the APCD concluded that the proposed Project would result in unavoidable air quality impacts arising primarily from attracted and generated automobile trips; and,

WHEREAS, San Luis Obispo County has been designated a non-attainment area for the State ozone standard; and,

WHEREAS, the Regency Centers property owner received conditional approval from the City of Paso Robles to develop the proposed Project; and,

WHEREAS, In fulfillment of its Conditions of Approval, and in consultation with the City of Paso Robles, Regency Centers agreed to fund an Off Site Mitigation Program; and,

WHEREAS, One of the agreed upon projects for the Off Site Mitigation Program is a Conceptual Roundabout Design for Union Road/Golden Hill Road; and,

WHEREAS, The City of Paso Robles will oversee the Union Road/Golden Hill Road Roundabout Conceptual Design work.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

**1. PROJECT**

Contractor shall perform all activities and work necessary to implement and complete the project set forth in the proposal which is incorporated herein as Exhibit A. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Contractor represents that Contractor has the expertise necessary to adequately perform the project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibits A and B to this Agreement;

**2. PERIOD OF PERFORMANCE/TIMETABLE**

Contractor shall commence performance of work and produce all work products in accordance with the work schedule and deadlines for performance identified in Exhibit A (Scope of Work) unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

**3. RECORD KEEPING AND REPORTING**

**A. Records:** Contractor shall keep, and provide to APCD or its agents, upon request, accurate financial records (including invoices and published price lists on which Agreement was based) necessary to enable APCD to review Contractor's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purchase of vehicle and/or provision of services as described in Exhibit A to this Grant Agreement, Statement of Grant Obligations. Contractor shall maintain all such records for at least three

years after the date on which the good(s)/services(s) was (were) purchased.

**B. Reports:** The Contractor shall submit report(s) to the APCD in accordance with the schedule and format specified in Exhibit B.

#### **4. COMPENSATION**

The total obligation of APCD under this Agreement shall not exceed thirty-nine thousand eight hundred and eighty dollars (\$39,880.00).

**A. Payments:** Only expenditures incurred by Contractor in the direct performance of this Agreement can be reimbursed by APCD. Contractor shall invoice the APCD in accordance with the schedule specified in Exhibit A.

Payments by APCD to Contractor for any services detailed in Exhibit A shall be permitted only after said services have been satisfactorily rendered, and after a written request and claim from Contractor for such payment has been received by APCD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Contractor. Invoices and supporting records shall be submitted to APCD no more often than once every one month, unless prior approval for a greater frequency has been given by APCD. Claims and all supporting documentation shall be submitted to the San Luis Obispo County Air Pollution Control District, Planning Division, 3433 Roberto Court, San Luis Obispo, California 93401, Attention: Melissa Guise.

APCD shall pay Contractor within thirty (30) calendar days after receiving a request for payment and verifying that services have been satisfactorily completed as cited in the invoice.

**B. Surplus Funds:** Any part or all of a payment by APCD to Contractor, which is not utilized for any reason by Contractor to pay costs pursuant to the terms and conditions of this Agreement or as detailed in a claim by Contractor, shall be refunded to APCD within 30 days after the end of the project term defined in Paragraph 2 above.

**C. Close-out Period:** All final claims for repayment shall be submitted by Contractor to APCD within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by APCD on claims submitted beyond the 60-day close-out period.

**5. NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided thereunder are contingent on the approval and appropriation of funds by the APCD Board. Should sufficient funds not be allocated, the services provided may be modified or this Agreement may be terminated at any time by APCD after giving Contractor thirty (30) days notice in writing.

**6. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of APCD. Furthermore, except for requirements specifically stated in this Agreement, APCD shall have no right to control, supervise or direct the manner or method by which Contractor shall perform its work and function. However, APCD shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and APCD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to APCD employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and hold APCD harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is

acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to APCD or to this Agreement.

**7. TERMINATION**

**A. Breach of Agreement:** APCD may immediately suspend or terminate this Agreement, in whole or in part, for any of the following reasons:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to APCD;
4. Improperly performed services; or

In no event, shall any payment by APCD constitute a waiver by APCD of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to APCD with respect to the breach or default. APCD shall have the right to demand of Contractor the repayment to APCD of any funds disbursed to Contractor under this Agreement which in the judgment of APCD were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, APCD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

**B. Without Cause:** Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. In such case, Contractor shall be paid the reasonable value of all services, if any, satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work, if any, produced by Contractor shall be promptly delivered to APCD. Additional terms and conditions may apply in the event of termination by the Contractor, as identified in Paragraph 24.B of this Agreement.

**8. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

**9. NON-ASSIGNMENT**

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

**10. INDEMNIFICATION**

Contractor agrees to indemnify, save, hold harmless, and at APCD's request, defend APCD, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to APCD which arises from any negligent or wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or employees in their performance of this Agreement.

In addition, by signing this agreement, Contractor affirms that the project proposed in Exhibit A to this Grant Agreement has not been funded and is not being considered for funding by another air district, ARB, or any other public agency. Applicants are allowed to re-apply for project funding if a previous application has been rejected and is no longer being considered for funding or if the applicant withdraws the previous application from the other funding source.

**11. INSURANCE**

A. Without limiting APCD's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

1. Commercial general liability insurance with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;



2. Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence; and,

3. Workers' compensation insurance in accordance with California law. In the event Contractor is exempt from the requirement of maintaining workers compensation insurance, Contract shall provide to the District satisfactory evidence of such exemption.

**B.** Prior to finalizing this Agreement, Contractor shall provide certifications of insurance on the foregoing policies, as required herein, to APCD, stating that such insurance coverage's have been obtained and are in full force. The Contractor's property loss/damage protection insurance policy and commercial general liability insurance policy and commercial automobile liability insurance policy shall endorse/name the APCD, its officers, agents, employees, individually and collectively, as additional insured, but only insofar as the engine(s)/equipment provided under this Agreement. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by APCD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to APCD.

**C.** In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, APCD may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

**D.** If Contractor is a government entity, then it may self-insure such of those risks identified in paragraphs 13.A.1-13.A.4 of this Agreement, provided, however, that:

1. District, its officers, agents, and employees, individually and collectively, shall be named as additional insured (except for workers' compensation insurance) on Contractor's self-insurance plans, but only insofar as the operations under this Agreement are concerned;

2. Such self-insurance plans shall be reasonably satisfactory to District; and

3. All those provisions identified in subparagraph 13.B of this Agreement concerning the relationship of Contractor's primary and District's excess insurance to each other, the requirement of Contractor delivering a certificate of insurance or other suitable evidence to District, and the cancellation/change of insurance requirements shall apply to such self-insurance plans.

**12. AUDITS AND INSPECTIONS**

Contractor shall at any time during regular business hours, and as often as APCD may deem necessary, make available to and permit APCD to inspect and audit all of the Contractor's and its agents services and/or records necessary to determine Contractor's compliance with the terms of this Agreement.

Contractor shall be subject to an audit by APCD, to determine if the revenues received by Contractor were spent for the reduction of pollution as provided in this Agreement and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, APCD makes a determination that funds provided to the Contractor pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Contractor agrees to immediately reimburse APCD all funds determined to have been expended not in conformance with this Agreement.

Contractor shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

The Contractor understands and agrees that the APCD has the authority and reserves the right to monitor and enforce the terms of the contract at any time during the project life to ensure emission reductions are obtained within San Luis Obispo County. The APCD may seek whatever legal, equitable and other remedies are available under State law for the owner's failure to comply with the grant agreement.

**13. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

**CONTRACTOR**

John Falkenstein, PE  
City Engineer  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446

**APCD**

Larry R. Allen  
Air Pollution Control Officer  
San Luis Obispo County Air Pollution Control District  
3433 Roberto Court  
San Luis Obispo, CA 93401

Any and all notices between APCD and Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

**14. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

**15. LOBBYING PROHIBITED**

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

**16. CONFLICT OF INTEREST**

No officer, employee, or agent of APCD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of APCD.

**17. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in San Luis Obispo County, California.

**18. BINDING ON SUCCESSORS**

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

**19. TIME IS OF THE ESSENCE**

It is understood that for Contractor's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Contractor will, to the reasonable satisfaction of APCD, complete all activities provided herein within a timely manner.

**20. DATA OWNERSHIP**

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Contractor under this Agreement shall become the exclusive property of APCD, provided, however, Contractor shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Contractor under this Agreement, subject to APCD's exclusive ownership rights stated herein. Accordingly, Contractor shall, if requested, surrender to APCD all such data which is in its possession (including its subcontractors or agents), without any reservation of right or title, not otherwise enumerated herein. APCD shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Contractor under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Contractor, pursuant to this Agreement, shall be released or made available (except to APCD) without prior, express written approval of APCD while this Agreement is in force.

**21. NO THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Agreement are being rendered only for the benefit of APCD, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

**22. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

**23. RIGHTS TO EMISSION REDUCTIONS**

The APCD claims all rights to ownership of the emission reductions achieved through the project funded by this Agreement. Contractor shall not use or attempt to use the emission reductions achieved by the project as emission reduction credits. Contractor hereby fully and completely relinquishes such rights for the useful life of the project as specified in Exhibit A.

**24. SPECIAL CONDITIONS**

**A. Agreement Completion:** The entire proposed project must be completed according to the schedule presented in Exhibit A, Scope of Work. The APCD, at its discretion, may instead elect to modify the said schedule unless such an extension is not possible as a result of regulatory requirements.

**B. Termination:** Contractor may terminate its obligation to manage the project under this Agreement for good cause provided that Contractor shall reimburse the APCD any program funds that the APCD sent to the contractor that were not expended on successful execution of the project. Notice of termination shall be provided in writing and shall be effective upon completion of the terms of this Paragraph. Such notice shall terminate Contractor's obligation under Paragraphs 1 (Project) and 2 (Period of Performance / Timetable) of this Agreement.

**25. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Contractor and APCD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**CONTRACTOR**

CITY OF PASO ROBLES

\_\_\_\_\_  
Ron Whisenand, Director,  
Community Development

\_\_\_\_\_  
Tax I. D. Number

**APCD**

SAN LUIS OBISPO COUNTY  
AIR POLLUTION CONTROL DISTRICT

\_\_\_\_\_  
Larry R. Allen, Air Pollution Control Officer

**Approved as to legal form:**

\_\_\_\_\_  
Raymond A. Biering, APCD Counsel

## EXHIBIT A

### STATEMENT OF GRANT OBLIGATIONS

#### Project Description

The City of Paso Robles will over see the preparation of a conceptual roundabout design for the intersection of Union Road/Gold Hill Road in the City of Paso Robles. This work will involve reconnaissance, base mapping, traffic operational analysis, concept alternatives, document design criteria, design review and a design report.

The project deliverables and performance for this project over the life of this Agreement shall be as follows: The deliverables for this program include:

1. Design report

The program must take place within two (2) years of Contract signing; the Contractor is responsible for reporting to the APCD on the success of the program on an annual basis.

For the purposes of this agreement the useful life of the project is deemed to be 2 years.

#### Matching Funds

Costs incurred in excess of \$39,880 which represents the direct eligible costs of the proposed project as defined in Exhibit A, will be the responsibility of the Contractor and shall constitute their matching and/or in-kind contribution for the project.

#### SCOPE OF WORK AND PROJECT TIMELINE

**Completion Deadline: Tasks 1 to 5 below need to be completed as rapidly as possible but must be completed before November 2012. Should these tasks not be completed by this date, the Agreement shall be deemed terminated, Contractor shall forfeit the funding award and the APCD shall apply the funds to another project.**

Task 1: Agreement and Insurance Documentation: Contractor shall submit insurance documents (Paragraph 11) and signed Agreement to the APCD. The Contractor shall not commence the project until they have received their copy of the finalized Agreement from the APCD.

Task 2: Project Expenses and Eligible Reimbursements: Contractor is responsible to pay for all project expenses. The eligible expenses that can be reimbursed under this Agreement include all costs incurred as a direct result of project implementation (as defined in Exhibit A). Contractor is responsible to pay for all future repair, maintenance and operation costs for the new good(s)/service(s).

The Contractor is relying solely on the Contractor's own investigation and decision for the selection of the good(s)/service(s).

Task 3: Invoicing Requirements: Within 30 days of completing Task 1 through Task 3, Contractor shall provide the APCD with one Contractor issued invoice for an amount up to but not exceeding the grant award. Supporting documentation for all project expenses must be provided in the form of detailed itemized invoices.

Task 4: Final Report: The contractor shall submit a final report to the APCD upon completion of the project.

Task 5: Annual Insurance Certificates: Annually through the term of this Agreement or its amendments, Contractor shall send the APCD updated insurance certificates that list the APCD as additionally insured with respect to the policies listed in Paragraph 13 of this Agreement.

**Term of Agreement**

For the purposes of this Agreement, the term of the Agreement is defined herein to be two (2) years from the date of this Agreement. If the total usage of the good(s)/service(s) over the term of this Agreement demonstrate(s) underperformance, then the APCD shall:

1. Use its discretion to amend the Agreement in order for the project(s) to meet the Agreement's performance requirements; or
2. Require the Contractor repay the APCD the portion of the grant amount that is computed using the equation in Paragraph 4.



EXHIBIT B  
FINAL REPORT

Contractor shall submit a copy of the final design report to the APCD upon completion of the project.

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Whitlock & Weinberger  
Transportation, Inc.

490 Mendocino Avenue  
Suite 201  
Santa Rosa, CA 95401

voice 707.542.9500  
fax 707.542.9590  
web www.w-trans.com

October 16, 2009

Mr. John Falkenstien, P.E.  
City Engineer  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446

## **Union Road/Golden Hill Road Roundabout Concept Design Proposal**

Dear Mr. Falkenstien;

As requested, Whitlock & Weinberger Transportation, Inc. (W-Trans) is pleased to present this updated proposal to prepare a conceptual roundabout design for the intersection of Union Road/Gold Hill Road in the City of Paso Robles. This proposal is based on our discussions and multiple visits to the site. We understand that the City has already adopted a roundabout as the traffic control for this location, so the scope of work will focus on the operation and conceptual design of the roundabout. Following is our proposed scope of services.

1. Start-up and Reconnaissance - W-Trans will conduct a site visit and record the setting with notes and photos. At the time of the site visit operational conditions such as prevailing speeds, pedestrian activity, pedestrian crossings, bicycle activity, vehicular conflicts and adjacent land use setting will be noted. Existing and future traffic counts at the subject intersection will be obtained from the *Golden Hill Retail Center Final Traffic Impact Analysis*, Fehr & Peers, 2007, or more recent data supplied by the City. The collision history for the intersection will be acquired from a collision database and any trends determined.
2. Base Mapping - It is our understanding that survey base maps for the intersection area are being prepared by WRG, and will be provided to W-Trans in AutoCAD format. We will coordinate as necessary with WRG to obtain all necessary data. The survey data will be supplemented by a combination of aerial and site photos as needed.
3. Traffic Operational Analysis - W-Trans will conduct an operational evaluation of a roundabout at the intersection using future traffic volume projections and the "SIDRA Intersection" analysis software. The geometric roundabout requirements (size, number and configuration of lanes) will be determined through this analysis. Intersection level of service and delay calculations, as well as critical queue lengths, will also be determined.
4. Concept Alternatives (2) - Given the existing constraints at the intersection, W-Trans will begin the design process by investigating two alternative conceptual geometric plans for a roundabout. The designs will be consistent with the state-of-the-practice guidelines as presented in the recently-released NCHRP document *Roundabouts in the United States* as well as the 2000 FHWA document *Roundabouts - An Informational Guide*. The concepts will be tested to ensure that the City's chosen design vehicle can negotiate all movements, and that "fastest path" speed curves fall within acceptable ranges.

5. Design Review Meeting - W-Trans staff will present the preliminary design plans to City staff at a design review session in Paso Robles. This exercise will provide an interactive review forum to seek design input from the City and to select a preferred roundabout alternative.
6. Preliminary Design - Based on comments made by City staff at the Design Review Session, W-Trans will complete AutoCAD geometric concept plans for the preferred alternative. This preliminary geometric design will identify areas for treatments such as landscaping and special hardscape treatments to pedestrian crossings, truck aprons, and sidewalks. Existing right-of-way lines will be shown in relation of the roundabout. All pedestrian and bicycle facilities will be shown. Areas requiring right-of-way acquisition will be identified, and we will coordinate with the City to determine an appropriate plan line for the City Council to consider for adoption.
7. Preliminary Cost Estimate - A planning-level, preliminary construction cost estimate will be prepared for the preferred alternative.
8. Design Report - W-Trans will prepare a technical memorandum or brief report summarizing the findings of the operational analysis, adherence to performance criteria, and design details. Exhibits showing the concept designs, right-of-way needs, and truck turning diagrams would be included.

*Optional Task A*

Public Hearing Presentation - W-Trans will prepare for and present the roundabout concept plan at one public hearing in Paso Robles. (Cost: \$4,200)

*Optional Task B*

Community Workshop - W-Trans will conduct a public workshop that includes an approximately 40-minute long powerpoint presentation followed by question and answer session. The presentation would include an overview of roundabouts, as well as a summary of the Union Road/Golden Hill design, its benefits/constraints, and its right of way implications. An HO Scale model of the roundabout will be laid out on tables for interactive use by workshop participants. (Cost: \$7,200 if there were to be a public presentation already, or \$8,900 if there were no public presentation).

*Optional Task C*

Combined Community Workshop followed by Presentation - This is a combination of Tasks A and B and would be in lieu of one or the other. The workshop would occur in an afternoon with the presentation to the council in the evening. (Cost: \$9,100)

The estimated maximum fee for the non-optional tasks is \$31,300 based on our 2009 rates. With the optional task, the estimated maximum fee would range from is \$42,700 (presentation and a workshop) to \$40,400 (combined workshop and presentation). The two concept alternatives described in Task 4 could be completed within approximately six to eight weeks following authorization to proceed. Completion of the preliminary design could occur within two to four weeks following the design review meeting, with submittal of the cost estimate and design report following in the next one to two weeks.

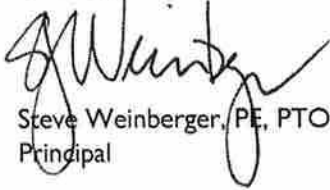
Mr. John Falkenstien, P.E.

Page 3

October 16, 2009

Please forward your standard contract if you wish to initiate our services. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving W-Trans the opportunity to propose on these services.

Sincerely,



Steve Weinberger, PE, PTOE  
Principal

Enclosure: 2009 Fee Schedule

JZM/sjw/PRO003.P4.wpd



Whitlock & Weinberger  
Transportation, Inc.

490 Mendocino Avenue  
Suite 201  
Santa Rosa, CA 95401

voice 707.542.9500  
fax 707.542.9590  
web www.w-trans.com

## Fee Schedule

### 2009 Staff Billing Rates

<b>Position</b>	<b>Billing Rate (per hour)</b>
Principal	\$190-\$210
Senior Associate	\$155-\$180
Associate	\$135-\$155
Senior Engineer/Planner	\$125-\$135
Transportation Engineer/Planner	\$100-\$125
Assistant Engineer/Planner	\$85-\$100
Technician/Administrative	\$70-\$85
Field Technician	\$15-\$40

### 2009 Expense Charges

<b>Item</b>	<b>Charge</b>
Mileage	\$0.65/mile
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2009. Work initiated after January 1, 2010, and any subsequent year may be billed at the revised rates established for that year.

RESOLUTION NO. 09-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT FOR THE CONCEPTUAL DESIGN OF A ROUNDABOUT AT THE INTERSECTION OF UNION AND GOLDEN HILL ROADS

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WHEREAS, at their meeting of December 20, 2005, the City Council adopted a plan line for improvements to Union Road from Kleck Road to Golden Hill Road including a roundabout concept at the intersection of Union and Golden Hill Roads; and

WHEREAS, the draft circulation element update of the General Plan further identifies the need for a roundabout at the intersection of Union and Golden Hill Roads; and

WHEREAS, in recognition of the air quality benefits of roundabouts, the San Luis Obispo County Air Pollution Control District (APCD) has offered a grant to allow the City to contract for the conceptual design of a roundabout at the intersection of Union and Golden Hill Roads; and

WHEREAS, Whitlock and Weinberger Transportation Inc. (W-Trans) of Santa Rosa has provided a proposal for the conceptual design of a roundabout at the intersection of Union and Golden Hill Roads; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that:

SECTION 1: That the City Council of the City of El Paso de Robles does hereby authorize the City Manager to enter into an agreement with the San Luis Obispo County Air Pollution Control District to accept a grant in the amount of \$39,880 for the purposes of conceptual design of a roundabout at the intersection of Union and Golden Hill Roads.

SECTION 2: That the City Council of the City of El Paso de Robles does hereby authorize the City Manager to enter into a contract with Whitlock and Weinberger Transportation Inc. of Santa Rosa for the conceptual design of a roundabout at the intersection of Union and Golden Hill Roads in the amount of \$42,700 and approve a one time appropriation in the amount of \$2,820, from the Transportation Facilities Development Fund Budget Account No. 213-910-5224-545.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 15<sup>th</sup> day of December 2009 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Duane Picanco, Mayor

ATTEST:

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Lonnie Dolan, Deputy City Clerk