



CITY COUNCIL
Staff Report

Meeting Date: June 16, 2020
To: Mayor and City Council
From: Scott Chadwick, City Manager
Staff Contact: Michael Grim, Senior Program Manager
mike.grim@carlsbadca.gov, 760-602-4623
Subject: Agreement with GHD, Inc. for the South Carlsbad Boulevard Climate Adaptation Project

Recommended Action

Adopt a resolution authorizing execution of an agreement with GHD, Inc. (GHD) for consulting services on the South Carlsbad Boulevard Climate Adaptation Project in an amount not to exceed \$249,645 for the three years of the agreement.

Executive Summary

The South Carlsbad Boulevard Climate Adaptation Project requires the assistance of a qualified consulting firm to implement tasks associated with the South Carlsbad Boulevard Climate Adaptation Project. These tasks include facilitating agency stakeholder discussions, developing potential climate adaptation scenarios and preparing a preliminary realignment design. Following a competitive request for proposal process and based upon their experience, staff recommends GHD be selected to enter into the professional services agreement and perform these tasks.

Discussion

On May 5, 2020, the City Council adopted Resolution No. 2020-077, authorizing execution of the state Coastal Conservancy Grant Agreement and acceptance of \$498,075 in grant funds for the South Carlsbad Boulevard Climate Adaptation Project. The action also authorized execution of a research agreement with Scripps Institution of Oceanography's Center for Climate Change Impacts and Adaptation. The project involves modeling of a detailed sea level rise impact analysis, development of possible adaptation scenarios, facilitation of discussions with state agencies, design of a potential roadway realignment and preparation of a report.

The request for proposal was posted on April 6, 2020, with a closing date of May 15, 2020. Four proposals were received and evaluated by the selection team. In addition to city staff, and as required by the grant agreement, the selection team also included staff from the state Coastal Conservancy.

The selection criteria called for knowledge and experience related to coastal processes and engineering, transportation engineering, multimodal transportation design, workshop facilitation and visualization and rendering preparation. Another important consideration in the

selection was the proposer's approach to the project, based upon grant goals, objectives and work products.

The selection team recommends the city enter into the professional services agreement with GHD. This firm, and their subcontractor KTUA, have the appropriate experience as demonstrated through their work in the areas of coastal engineering and processes, multimodal transportation design, workshop facilitation and visualization preparation.

The consultant will complete the project team, which consists of staff from the state Coastal Conservancy, Scripps' Center for Climate Change Impacts and Adaptation, the transportation and environmental management departments in the city's Public Works branch, and the community development and parks & recreation departments in the city's Community Services Branch.

Fiscal Analysis

Expenditures related to the recommended professional services agreement will not exceed \$249,645 for the three-year project period. All funding for the agreement has been secured through the \$498,075 state Coastal Conservancy Climate Ready grant for the South Carlsbad Boulevard Climate Adaptation Project. The city will be reimbursed for expenditures throughout the project term, which extends until March 31, 2023. Grant funds totaling \$233,074 are designated for compensation to the Center for Climate Change Impacts and Adaptation, with the remaining \$15,356 being reserved for contingencies. All city staff time associated with the project's implementation and agreement administration can be accommodated in operating budgets of the participating departments.

Next Steps

Once contract documents are fully executed and a purchase order is issued, city staff, the Center for Climate Change Impacts and Adaptation and GHD will coordinate with the state Coastal Conservancy on a detailed workplan and begin project implementation.

Environmental Evaluation (CEQA)

In keeping with Public Resources Code section 21065, the recommended action does not constitute a "project" within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

Public Notification and Outreach

This item was noticed in accordance with the Ralph M. Brown Act and will be available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibits

1. City Council resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH GHD INC. FOR CONSULTING SERVICES ON THE SOUTH CARLSBAD BOULEVARD CLIMATE ADAPTATION PROJECT IN AN AMOUNT NOT TO EXCEED \$249,645 FOR THE THREE YEARS OF THE AGREEMENT.

WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary, desirable, and in the public interest to engage in sea level rise and coastal erosion adaptation planning associated with the realignment of South Carlsbad Boulevard and assessment of other land uses; and

WHEREAS, staff issued a request for proposals in compliance with Carlsbad Municipal Code Section 3.28.060.A to obtain professional services to assist the city with implementation of the South Carlsbad Boulevard Climate Adaptation Project; and

WHEREAS, after review of four proposals submitted in response to the Request for Proposals, staff selected GHD Inc. (GHD) as the most qualified consultant for the project; and

WHEREAS, staff and GHD have negotiated the scope of work and associated fee in an amount not to exceed \$249,645; and

WHEREAS, sufficient funds are available to fund this professional services agreement through the State Coastal Conservancy Climate Ready Grant, as secured through City Council Resolution No. 2020-077, adopted on May 5, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the mayor is authorized and directed to execute the Agreement between GHD Inc. and the City of Carlsbad for consulting services on the South Carlsbad Boulevard Climate Adaptation Project, attached hereto as Attachment A.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

MATT HALL, Mayor

BARBARA ENGLESON, City Clerk

(SEAL)

**AGREEMENT FOR CONSULTANT SERVICES TO ASSIST IN THE IMPLEMENTATION OF
THE SOUTH CARLSBAD BOULEVARD CLIMATE ADAPTATION PROJECT
GHD, INC.**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and GHD, Inc., a California corporation, ("Contractor").

RECITALS

A. City requires the professional services of a consulting firm that is experienced in coastal processes and engineering, transportation engineering, multimodal transportation design, workshop facilitation, and visualization and rendering preparation.

B. Contractor has the necessary experience in providing professional services and advice related to coastal processes and engineering, transportation engineering, multimodal transportation design, workshop facilitation, and visualization and rendering preparation.

C. Contractor has submitted a proposal to City under Request for Proposal (RFP20-1090ENV), and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from the date first above written. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be two hundred forty-nine thousand six hundred forty-five dollars (\$249,645). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating

in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor’s records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name Michael Grim

Title Senior Program Manager

Department Environmental Mgmt.

City of Carlsbad

Address 1635 Faraday Ave.

Carlsbad, CA 92008

Phone No. 760-602-4623

For Contractor

Name Craig Lewis, SE

Title Principal

Address 655 Montgomery St., Suite 1010

San Francisco, CA 94111

Phone No. 415-350-8337

Email Craig.Lewis@ghd.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

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16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes No

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR
GHD, Inc., a California corporation

CITY OF CARLSBAD, a municipal
corporation of the State of California

By:

____ Iver Skavdal _____
(print name)

By:

Matt Hall, Mayor

____ Iver Skavdal, President _____
(print name/title)

ATTEST:

By:

____ J. Duncan Findlay _____
(print name)

Barbara Engleson, City Clerk

____ J. Duncan Findlay, Secretary _____
(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A
Chairman,
President, **or**
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

GHD, Inc., shall perform the following tasks during the contract period for an amount not-to-exceed two hundred forty-nine thousand six hundred forty-five dollars (\$249,645):

TASK 1. PRELIMINARY DESIGN CONCEPTS

Task 1.1 - Kick-Off Meeting: Schedule and conduct the kick-off meeting with the project team, consisting of the City, Scripps Institution of Oceanography Center for Climate Change Impacts and Adaptation (CCIA) and State Coastal Conservancy (SCC), to review the project scope of work, schedule, budget, and a Stakeholder Engagement Plan. Finalize a meeting agenda and review the design schedule with the project Team. Following the kick off meeting, refine and forward the finalized design schedule and engagement plan.

Task 1.2 - Existing Reports: Existing studies and plans for the project area will also be reviewed and summarized. Studies to be reviewed include:

- Carlsbad Sea Level Rise Vulnerability Assessment (December 2017)
- Draft City of Carlsbad Local Coastal Plan (September 2019)
- Las Encinas Revetment Alternatives Analysis (May 2017)
- Carlsbad Boulevard Realignment and Land Exchange Project (AECOM)
 - Alternatives Development (2013)
 - Environmental baseline (2012)
- South Carlsbad Coastal Redevelopment Area (SCCRA) Plan (2000)
 - Phase 1 concept plans (1998)
 - Phase 2 concept plans (2001)
- NCTD Los Angeles to San Diego (LOSSAN) Corridor-Wide Strategic Implementation Plan (2012)
- San Diego Regional Transportation Plan and any SANDAG transportation climate vulnerability data/materials
- City of Carlsbad traffic studies conducted on Carlsbad Boulevard.

Task 1.3 - Select Stakeholder Listening Session: Conduct a separate kick-off "listening session" for the project team with other entities such as: City staff across departments, California State Parks, Caltrans, California Coastal Commission (CCC), and other key stakeholders at the team's discretion. This is in addition to later workshops and interviews during project engagement. The purpose of the listening sessions is to record initial thoughts, perspectives on project history, and

key priorities and concerns.

Task 1.4 - Initial Data Gathering and Synthesis: Develop a GIS-driven basemap that will compile available spatial data of the study area. Data to be populated in this database may include, but not be limited to: coastal hazard data (erosion, flooding, and inundation limits), parcel (ownership and limits), topography/ bathymetry, special interest place names (informal beach access locations, beach names, parking areas, surf spots, etc.), drainage, major utilities, shoreline features (revetments, bridges, etc.), biological data and environmental sensitive areas, and zoning and land use. Available as-built, structural condition, and geotechnical data will also be collected at this phase to aide in the engineering design.

Task 1.5 - Opportunities and Constraints Mapping: Through analysis of existing data, notably CoSMoS cliff erosion projections for various sea level rise scenarios over the project's planning horizon (e.g. years 2050 and 2100), areas will be identified that have the fewest threats from coastal hazards and greatest potential for future transportation alignments and re-use. Areas where co-benefits exist for coastal recreation, access, and environmental restoration will also be identified at this stage. These areas will be highlighted in maps and diagrams to inform the outreach meetings and serve as the focus areas for the Task 3 - Conceptual Adaptation Design.

Task 1.6 – Preliminary Design Concepts: Once all data has been collected and reviewed, begin developing preliminary design concepts of the bi-directional roadway along the exiting northbound Carlsbad Boulevard alignment, community vision spaces and multi-use coastal trail. The approach to the design of these elements in this phase is as follows:

Carlsbad Boulevard Realignment: Advance the concept of the landward realignment of South Carlsbad Boulevard with resiliency and co-benefits as a central goal. Develop a series of exhibits and a decision matrix to allow for a repository of decisions made through the development of the concept. The development of this option will analyze:

- **Intersection types (roundabout or signalized intersection):** Analyze intersection types at three roadway crossings within the project area. The analysis will focus on pros and cons of each of the intersection types at each of the crossings. The pros and cons will be documented on the decisions matrix and they will be compared against each other based on geometry, safety, cost, environmental impacts and other factors as determined by the project team.
- **Shoreline protection:** Analyze the proposed realignment against future coastal hazards to ensure it meets coastal resiliency goals. This includes evaluation of the current extent of the existing shoreline protection at and near the Las Encinas Creek Bridge to determine if minimization or softening of the shoreline is possible within the realignment concept.
- **Roadway transitions:** Evaluate and provide options for roadway transitions on the north and south ends of the project. Also analyze new roadway connections options to existing parking lots and State Parks facilities. These options will be analyzed in parallel with the intersection types to provide a complete system that operates efficiently.
- **Roadway cross-section geometry:** Develop cross-section roadway alternatives that include City and stakeholder desired amenities. The analysis will include roadway and

bikeway width studies, the need for roadside protection and bike lane buffers to name a few.

Community Vision Spaces: The landward alignment of the roadway will make available a significant amount of coastal space. Once the possibilities for the road realignments are fully understood there will be areas that will create unique “community vision spaces” that will provide opportunities for ecosystem enhancement, recreation, and educational interpretation. An extensive stakeholder engagement process will then be implemented. This process will contain three to five sessions with key stakeholders (e.g., the City, State Parks, CCC), which will incorporate the following crucial conversations:

- **Collective Goals:** During this phase, stakeholders will discuss what goals they would like to achieve with these “community vision spaces”. What does success look like? What are the key priorities? This dialogue will likely begin with individual organizations or departments bringing forward goals that most closely align with their organizational missions. This long list of goals will be molded into a collective desired outcome for the project and future phases of the project.
- **Visioning & Ideation:** Early in the brainstorming it will be important for stakeholders to envision their dream for the site without considering constraints (e.g., costs, permitting). This is often the point at which innovative solutions are identified and provides the Project team an opportunity to generate excitement about the Project and develop shared investment in the Project’s success. This will result in broad-brush concepts to be further refined.
- **Identification of Land-Uses:** As the concepts are developed it will be helpful to conduct a participatory mapping exercise using the up-to-date GIS map to identify key land-use areas. In other words, what areas do we want to be designated as natural (e.g., habitat enhancement), recreation and public access (e.g., beach access and views), or for ecosystem enhancement and educational via elements like interpretive signage. During this phase, some early ideas around what might be incorporated into the different aspects of the project will be compiled to inform the more detailed alternatives designed in the next phase of the project.
- **Opportunities and Challenges:** After the preferred land uses and approximate locations of the different uses are identified, it will be important to more closely look at what may constrain the proposed concepts (e.g., engineering feasibility, land ownership, environmental impacts) alongside opportunities that may provide unique possibilities to advance the concepts. This provides an opportunity to discuss any major red flags that would prevent concepts from being advanced into the next phase of design, while also ensuring the concepts are not overlooking an opportunity that could help overcome specific barriers to implementation.

Up to five unique concepts at two anticipated Community Vision Spaces will be developed (amount may be revised upon Project Kick-Off scope refinement) within lands regained through of the roadway realignment. Design considerations for these concept proposals are guided by the priorities of the stakeholders, the community goals and vision, and

understanding of project conditions. Key design elements will include:

- Low cost operation and maintenance
- Affordable construction methods and life-cycle cost consideration
- Retail food and beverage vendor concepts and other revenue-generating opportunities
- Adaptive reuse proposals for existing infrastructure
- Successive phases for adaptive reuse, recreation and habitat
- Surface parking and rest area concepts
- Public art and interpretive design that enhances narrative value
- Active and passive recreation ideas tied to mobility and access
- Native habitat restoration and related coastal resiliency measures
- Viewshed conservation and improvements

Multi-Use Coastal Trail Network: Similar to the Carlsbad Boulevard Realignment concept: develop multi-use coastal trail options to identify the alignment and type of north-south trail within the project area; study the location of the trail in relation to regional trail connections, as well as how the trail can be adapted over time to accommodate climate change; and, evaluate various trail cross-sections to accommodate goals and objectives set by the City and stakeholders.

Another key consideration as part of the trail design is the evaluation of beach access options within the study area. This includes: identification of optimal locations and types of beach accesses along the project area and identification of access locations based on areas of highest use and future visions for the area. Two types of beach access systems within the project area will likely be evaluated: at-grade trail access (formalized form of the existing condition) and stairway access. The locations of these options will be studied to maximize access to the beach and minimize environmental impacts.

The preliminary design concept work will take into consideration the cliff erosion modeling by CCCIA to ensure that project elements are sited appropriately within the context of future coastal hazard risks.

TASK 1 OUTCOMES:

- Collective understanding of project goals and outcomes
- Stakeholder buy-in on placement of roadway, trails, and community vision spaces

TASK 1 DELIVERABLES

- Five preliminary concepts including roadway realignment and multi-use trail
- Ten preliminary graphic illustrations of community vision spaces
- Three to five stakeholder engagement sessions, as outlined in Task 5 - Engagement Strategy

- Preliminary Design Project Report

TASK 2. CLIFF HAZARD ANALYSIS

Remain engaged and informed of CCCIA's cliff hazard analysis to ensure understanding of the science behind the analysis, and how the results can best be translated to both stakeholders and integrated into the design alternatives. Additionally, be available to attend and co-facilitate any workshops where these results may be presented to help support the CCCIA team in answering questions about how the results are being integrated into the design of the roadway, community vision spaces and the multi-use coastal trail.

TASK 2 OUTCOMES

- Science directly linked to design and effectively translated to key stakeholders

TASK 2 DELIVERABLES

- Attendance at three to four informational and update calls with the CCCIA and the City
- Attendance at one expert- focused workshop hosted by CCCIA, as outlined in Task 5 - Engagement Strategy

TASK 3. CONCEPTUAL DESIGN ALTERNATIVES

Refine preliminary design concepts into three key design alternatives. To facilitate this process, create a list of benefits the stakeholders would like to see. The benefits will include environmental, community, and recreational benefits, alongside important considerations such as project goals, plan and policy alignment. This list of benefits will then be compiled into a decision-matrix that stakeholders will walk through with each of the conceptual designs to determine the three preliminary designs that maximize the co-benefits the site will offer. This process will help to narrow down the preliminary concepts and begin the refinement of the top three conceptual design alternatives. As the top three concepts are refined, the project team will design viable alternatives with consideration for the site-specific constraints.

TASK 3 OUTCOMES

- Resilient conceptual design alternatives that reflect community priorities and are grounded in engineering viability.

TASK 3 DELIVERABLES

- Three conceptual design alternatives
- Three to four stakeholder engagement sessions, as outlined in Task 5 - Engagement Strategy
- One interagency presentation and collaborative remote or face-to-face meeting to calibrate expectations and obtain decisions or direction
- Concept Design Project Report

TASK 4. PREFERRED DESIGN ALTERNATIVE

The decision-support matrix originally used to narrow down the preliminary concepts to three preferred alternatives in Task 3 will be revisited in this task. The matrix will be updated with any newly identified benefits or priorities learned during stakeholder conversations. The matrix will be used to identify which one of the final three conceptual designs will be advanced into the preliminary engineering design phase. The chosen design alternative will then be advanced to the 15-30% design phase, which will include rough layouts, volumes/takeoffs, and estimate of probable construction costs. Once the engineering design is finalized, the results will be presented to the key stakeholders to identify next steps to move the preferred alternative into the implementation phase.

All project materials produced as part of this project will be summarized in a technical Final Design Report. The report will consist of GIS constraints maps, design concepts, the final decision matrix, and stakeholder meeting notes amongst other materials generated during the project. The report will provide a narrative to relay the basis of the preferred design and memorialize decisions made.

As the preferred design alternative is prepared, a Long-Term Master Plan Summary document for the project will also be prepared. This is needed to summarize community goals, engagement activities and outcomes, the design process, and explain the phased adaptation over time – it will serve as the more public and aspirational touchstone useful to the Carlsbad community. It will be a visually compelling document, easily consumable by a general constituent audience intended to inform the interested parties of the project direction by explaining how a stakeholder driven process led to a collaborative design proposal. This document will accompany the Final Design Report, which includes all technical and feasibility reporting.

TASK 4 OUTCOMES

- A design that reflects City priorities and has broad buy-in from stakeholders

TASK 4 DELIVERABLES

- 15-30% engineering design of Preferred Alternative
- Two to three stakeholder engagement sessions, as outlined in Engagement Strategy (Task 5)
- Final Design Report / Feasibility Study Report
- Long-Term Master Plan Summary document

TASK 5. WORKSHOPS AND STAKEHOLDER MEETINGS

Develop and implement a comprehensive engagement strategy that considers the options for both in-person and virtual meetings. The strategy will allow for ongoing feedback loops that maximize meaningful input while avoiding stakeholder fatigue by recognizing limited individual and organizational capacity to participate in projects.

The engagement strategy will include:

- List of key stakeholders, including staff technical experts and decision-makers;
- Timeline of expected engagement opportunities (e.g., meetings, workshops, conference calls) as well as review cycles;
- Objectives, participants, and venues for each engagement opportunity; and
- A built-in logical approach that can be followed while still allowing for flexibility considering external requirements for the pandemic as controlled by the state and local health agencies.

There will be three different categories of engagement meetings that will cater to different audiences:

- Project team meetings
- Interdepartmental engagement within the City (e.g. Public Works, Parks and Recreation, Planning)
- Interagency engagement (e.g. State Parks, CCC, SCC, CalTrans)

The strategy will include accommodations for the current and potentially future gathering constraints due to COVID-19. These accommodations will require a digitally-based stakeholder engagement strategy that can provide an opportunity to drive innovation in approaches to engagement, and to capture the diversity of stakeholders engaged. Possible strategies include:

- Short and sharp 15-minute discussions that leverage technology (i.e. web-based chat and collaboration tools) that allow for the sharing of information that can result in quick decisions and suggested refinements or adjustments.
- Structured but informal working group meetings (60 minutes or less) conducted as virtual workshops that would use techniques familiar to participants from traditional face-to-face consultation. This would include the use of drawing tools, presentation tools and whiteboards for idea generation and organization of thoughts. These meetings could start with informal presentations of previous refined ideas that would generate discussion of live on-the-fly comments that provides direction for the team to refine.
- When allowed, some interactions should still have the goal of face-to-face meetings that allow for a charette-style interaction.

The strategies should limit the need for stakeholders to learn new and complex technology platforms, while increasing stakeholder comfort with participating in engagement through virtual venues.

TASK 5 OUTCOMES

- Clearly defined stakeholders to engage along with milestones and pre-determined agendas on topics that are needed to keep the project going
- A good mix of management staff and departmental technical experts that will provide a wide

range of input that will focus the team on solutions that are implementable and supportable

- Streamlined engagement process with clearly defined points of contact via established communication pathways
- Confirmed choice of digital collaboration tools
- Established stakeholder ownership over the final design

TASK 5 DELIVERABLES

- Memo outlining engagement strategy, including stakeholder meetings and internal City meetings
- Weekly or bi-weekly quick open discussions via teleconferencing that will result in initial decisions
- Three to five stakeholder remote engagement sessions (e.g. collaborative meetings) during Task 1 - Preliminary Design Concepts
- One “listening session” for the project team to hear initial thoughts, perspectives on project history, and key priorities from key stakeholders during Task 1 Preliminary Design Concepts
- One expert focused workshop during Task 2 - Cliff Hazard Analysis, between the technical teams at CCCIA and the management and technical teams made up of staff and the consultants.
- Three to four stakeholder remote engagement sessions (e.g. workshops, meetings) during Task 3 - Conceptual Design Alternatives
- One interagency meeting (face-to-face if allowed) during Task 3 - Conceptual Design Alternatives to identify agency concerns that could help steer the direction of project alternatives and solutions
- Two to three stakeholder engagement sessions (e.g. workshops, meetings) during Task 4 - Preferred Design Alternative