

STAFF REPORT



ITEM NO. 11
CITY OF OCEANSIDE

DATE: April 7, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO THE AGREEMENT WITH HARRIS AND ASSOCIATES AND PROFESSIONAL SERVICES AGREEMENT TO CHAMBERS GROUP, INC., FOR THE PACIFIC STREET BRIDGE OVER THE SAN LUIS REY RIVER PROJECT**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$80,000 to the professional services agreement with Harris & Associates for construction management services for the Pacific Street Bridge Over the San Luis Rey River project, for post-construction services associated with as-built drawings, final project reports and invoicing; approve a professional services agreement in the amount of \$63,700 with Chambers Group, Inc., for mitigation monitoring and reporting for the project; and authorization for the City Manager to execute the amendment and agreement.

BACKGROUND

On August 2, 2006, the City Council awarded the construction contract for this project to FCI Constructors, Inc., of Vista in the amount of \$18,062,415. On October 11, 2006, the City Council approved the agreement for construction management services to Harris and Associates of San Diego. By November 14, 2008, the restoration of parking lots 6, 7, 9, and 10 was complete and the City benefited from the full use of the improvements at the cost of \$18,852,602. The on-site and off-site mitigation associated with the improvements consisted of vegetation, re-vegetation, and restoration of habitat. The California Department of Fish and Game Streambed Alteration Agreement requires monitoring, reporting, and maintenance of mitigation areas for a five-year period beyond the work. The original contract provided for monitoring and maintenance for two of the five-year period. With original contract two-year maintenance period ending February 28, 2010, Harris & Associates may complete post-construction services.

ANALYSIS

The professional services agreement in the amount of \$63,700 to Chamber Group, Inc., provides the continued monitoring and reporting of the mitigation areas as required by the regulatory agency. Staff requests that the City Council approve this agreement with

Chambers Group, Inc. as a sole-source procurement. The October 28, 2009, "Procurement of Goods and Services Directive" provides that the City Council make any sole-source procurement directive for amounts over \$50,000. Chambers Group, Inc., as sub-consultant to the construction management consultant has been intimately involved with the project since construction began in October 2006. By using the same staff that monitored and reported on the fish, plant, and endangered bird species, ensured conformance with regulatory agencies, and assisted in amending permits to the benefit of the City, Chambers Group, Inc. is uniquely qualified to complete the biological monitoring and reporting on this project. Maintenance of the on-site and off-site mitigation areas, as determined by Chambers Group will be scheduled on an as-needed basis.

Amendment No. 2 in the amount of \$80,000 compensates Harris & Associates for the post-construction management services associated with as-built drawings, final project reports, and FHWA invoicing. Additionally, Harris & Associates will assist staff in the completion of plans and specifications for the remaining Pacific Street bike trail connection improvements.

The estimated total cost authorized by the California Department of Transportation Division of Local Assistance (Caltrans DLA) for preliminary engineering (design), right-of-way, and construction was \$22.4 million with Federal Highway Administration funding commitment in the amount of \$19.7 million. To date the City has been reimbursed \$18.1 million of the committed amount and has invoiced for the balance of the authorized amount. The increase cost for these professional services remains within the FY 09-10 budgets. Staff is requesting additional funds from Caltrans for costs exceeding the current authorized amount through the Local Assistance post-construction cost process. Despite the continuing economic downturn, the project costs to date fall within acceptable percentages and staff is anticipating an increase in the authorized reimbursement amount.

FISCAL IMPACT

The amount of the professional services agreement with Harris and Associates through Amendment 1 was \$2,687,442. Amendment 2 increases that amount by \$80,000 to \$2,767,442.

The amount of \$63,700 for professional services with Chambers Group for biological monitoring and reporting extends through 2013 for the off-site mitigation and 2014 for the on-site mitigation.

The cost of these professional services has been anticipated and is within the FY09-10 and FY10-11 project budget (914755600501), which has a current available balance of \$708,747 that was carried forward from previous years. No new funding is requested.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been and will continue to be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

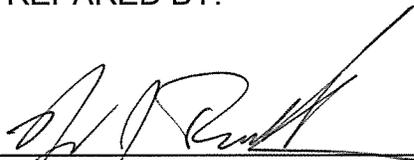
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

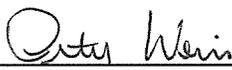
Approval of Amendment 2 in the amount of \$80,000 to the professional services agreement with Harris & Associates for construction management services for the Pacific Street Bridge project, for post-construction services associated with as-built drawings, final project reports and invoicing; approval of a professional services agreement in the amount of \$63,700 with Chambers Group, Inc., for mitigation monitoring and reporting of the project; and authorization for the City Manager to execute the amendment and agreement

PREPARED BY:



David Toschak
Senior Civil Engineer

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



Teri Ferro, Financial Services Director



ATTACHMENTS:

Construction Management PSA with Amendments 1 and 2
Mitigation Monitoring and Reporting PSA

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Pacific Street Bridge Construction Management: (914775600501)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated March 15, 2010 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Harris & Associates, a California corporation, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated October 11, 2006, as amended by Amendment 1 dated June 18, 2009, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the compensation and time requirements.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING A LUMP SUM FIXED AMOUNT NOT TO EXCEED \$80,000 FOR THE ADDITIONAL WORK FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,767,442.
2. SECTION 8, TIMING REQUIREMENTS, IS HEREBY AMENDED BY ADDING 235 DAYS TO POST-CONSTRUCITON ACTIVITIES, FOR A TOTAL OF 347 POST-CONSTRUCTION WORKING DAYS ENDING JUNE 2010.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this

Pacific Street Bridge Construction Management: (914775600501)

Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

HARRIS & ASSOCIATES

By: *L. Paul Harris*
Name/Title L. Paul Harris
Chairman
Date: 3/15/10

By: *Marian Ross*
Name/Title Marian Ross/CFO
Date: 3/15/10

94.2385238
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, City Manager
Date: _____

APPROVED AS TO FORM:

Paul Hamilton, ABST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On March 15, 2010 before me,

Debra S Grainger
Here Insert Name and Title of the Officer

personally appeared Leon Carlton Harris

Name(s) of Signer(s)

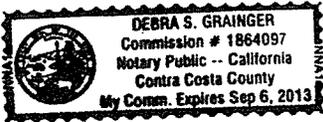
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

[Signature]
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: _____

Document Date: _____ Number of Pages: _____

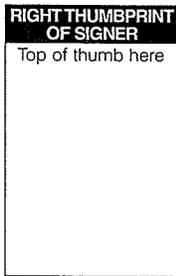
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

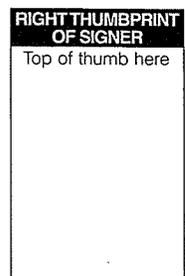
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 3/15/10
Date

before me,

Debra S. Grainger
Here Insert Name and Title of the Officer

personally appeared

Marian Ross
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Debra S. Grainger
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

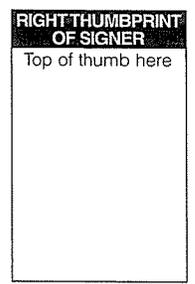
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



COPY

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Pacific Street Bridge Construction Management: (737556)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated June 18, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Harris & Associates, a California corporation, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated October 11, 2006, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the compensation and time requirements.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING A LUMP SUM FIXED AMOUNT NOT TO EXCEED \$800,000 FOR THE ADDITIONAL WORK FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,687,442.
2. SECTION 8, TIMING REQUIREMENTS, IS HEREBY AMENDED BY ADDING 150 WORKING DAYS FOR A TOTAL OF 757 WORKING DAYS FOR ALL WORK TO BE COMPLETED IN EVERY DETAIL TO THE SATISFACTION OF THE ENGINEER. CONSTRUCTION MANAGEMENT SHALL BE INCREASED 58 DAYS FOR A TOTAL OF 583 WORKING DAYS AND POST-CONSTRUCTION SHALL BE INCREASED 92 DAYS TO 112 WORKING DAYS ENDING AUGUST 2009.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

Pacific Street Bridge Construction Management: (737556)

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

HARRIS & ASSOCIATES

By: [Signature], V.P.
Name/Title

Date: 6.10.09

By: [Signature]
Name/Title Marian Ross

Date: 6/10/09

94.2385238
Employer ID No.

CITY OF OCEANSIDE

By: [Signature]
Peter Weiss, City Manager

Date: 6-18-09

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

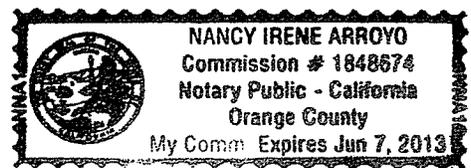
State of California

County of Orange

On June 10, 2009 before me, Nancy Irene Arroyo, Notary Public

personally appeared David T. Seavers, Marion Ross

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



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

WITNESS my hand and official seal.

Signature Nancy Irene Arroyo
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: Amendment 1 to Agreement - Pac. St. Bridge

Document Date: June 10, 2009 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

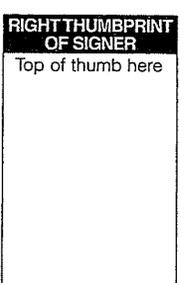
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Pacific Street Bridge Construction Management: (501.737556)

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Harris & Associates, a California corporation, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Provide construction management services for the construction survey, materials testing, biological monitoring and construction administration services, as detailed in the scope of services in Exhibit A.
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.

The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that which is expressly identified in the CONSULTANT'S Cost Proposal. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to Sub consultants. Any substitution of Sub consultants must be approved in writing by the City's Contract Manager in advance of assigning work to a substitute Sub consultant.

The City reserves the right to terminate this contract immediately in the event of breach or failure of performance by the CONSULTANT, or upon thirty (30) calendar day written notice to the CONSULTANT if terminated for the convenience

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of the City. The City may terminate this Agreement and be relieved of any payments except as provided for under early termination should the CONSULTANT fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the CONSULTANT under this agreement and the balance, if any, shall be paid to the CONSULTANT upon demand. In the event the contract is terminated for the convenience of the City, the CONSULTANT shall be paid for the percentage of the work completed, relative to the total work effort called for under this contract, and for termination costs. Within 30 days of the date the CONSULTANT is notified of early termination for the convenience of the City, the CONSULTANT shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. a final revised cost proposal for all project-related costs to the revised termination date, and
2. a cost proposal specifically addressing the termination settlement costs only.

The CONSULTANT reserves the right to terminate this contract upon thirty (30) calendar day written notice to the City. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. In the event the contract is terminated for the convenience of the CONSULTANT, the CONSULTANT shall be paid for the work completed under this contract. Within 30 days of the date the City is notified of early termination for the convenience of the CONSULTANT, the CONSULTANT shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. a final revised cost proposal for all project-related costs to the revised termination date, and
2. a cost proposal specifically addressing the termination settlement costs only.

Settlement costs may include such items as subcontract settlement costs, costs required to terminate the services including preparation of any documentation, and other unavoidable costs. Administrative costs may also be recovered. Costs for staff, equipment or supplies that can be effectively utilized by the firm on other projects should not be included.

3. **WORKER'S 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 Worker's 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

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other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent

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conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others to the extent caused by negligent execution of work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

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

In the event the CONSULTANT or the CITY, its officers, agents, or employees must defend against a claim or lawsuit, or threat of a claim or lawsuit, the CITY agrees to budget an amount not to exceed \$100,000 to compensate the CONSULTANT in part for costs, expenses, attorney's fees, expert fees and liability assessed against the CONSULTANT in defending such claims or lawsuits. The CONSULTANT shall not perform, nor be compensated, for work associated with this task without the prior written authorization of the CITY. The CITY shall not withhold authorization, in the event any claim is brought against the CONSULTANT or its insurance resulting from work performed on the Project.

7. **COMPENSATION.** The CONSULTANT shall be paid the specified hourly rate for each class of employee engaged directly in the work in accordance with Exhibit A which includes the CONSULTANT'S direct labor costs, fringe benefits, overhead, general and administration costs, and net fees. Other direct costs will be reimbursed as actual cost items in accordance with Exhibit A. CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$1,887,422.

The contract amount of \$1,887,422 is a budget estimate and may need to be supplemented from time to time by written amendment to this agreement in order for the CONSULTANT to perform the work contemplated under this agreement.

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

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Prior authorization in writing by the Contract Manager shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$500, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified. The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the City upon request. At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established City procedures, and credit the City in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined, at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000, is credited to the project. Any subcontract entered into as a result of this contract, shall contain all the provisions of this Exhibit.

Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules.

The CONSULTANT agrees that the Contract Cost Principles and Procedures contained in 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any Costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be

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501.737556

unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the CONSULTANT to the State. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this Exhibit.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 607 working days. Pre-construction shall take place in 62 working days beginning in September, 2006; Construction management shall take place in 525 working days; Post-construction shall take place in 20 working days ending in January, 2009. Since the period of work is contingent on the Construction Contractor's schedule, these timing requirements may be modified from time to time by written amendment to this Agreement.

9. **RETENTION OF RECORDS/AUDIT CLAUSE.** For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the CONSULTANT, Sub consultants, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The State, State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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.

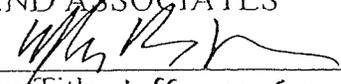
Pacific Street Bridge Construction Management
501.737556

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. **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 this _____ day of _____, 2006.

HARRIS AND ASSOCIATES	CITY OF OCEANSIDE
By: <u></u>	By: _____
Name/Title <u>Jeffrey M. Cooper, SR Vice Pres.</u>	Barry Martin, City Manager
By: _____	APPROVED AS TO FORM:
Name/Title	_____
<u>94-2385238</u>	City Attorney
Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On Sept. 21, 2006, before me, Nancy Irene Arroyo, Notary Public

Date

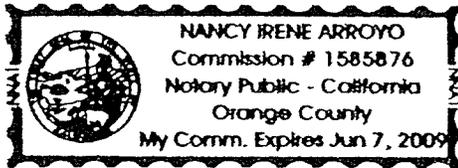
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeffrey M. Cooper

Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Nancy Irene Arroyo
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: Sept. 21, 2006 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Pacific Street Bridge Mitigation Monitoring and Maintenance
(914775600501)**

THIS AGREEMENT, dated 3/23/, 2010 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Chambers Group, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Provide biological services of the Pacific Street Bridge Project on-site re-vegetation areas and off-site restoration areas as detailed in the scope of services, Tasks 1 through 9, of Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

**Pacific Street Bridge Mitigation Monitoring and Maintenance
(914775600501)**

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

*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.

**Pacific Street Bridge Mitigation Monitoring and Maintenance
(914775600501)**

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

**Pacific Street Bridge Mitigation Monitoring and Maintenance
(914775600501)**

subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees 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 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 their 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 \$ 63,700.

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

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 Engineer within the five (5)-year maintenance period for the mitigation areas.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed

**Pacific Street Bridge Mitigation Monitoring and Maintenance
(914775600501)**

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. **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.

NAME OF CONSULTANT
By: [Signature]
Name/Title President
Date: 3/23/10

CITY OF OCEANSIDE
By: _____
City Manager
Date: _____

By: _____
Name/Title
Date: _____

APPROVED AS TO FORM:
[Signature]
ASST.

Employer ID No.

City Attorney

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below) _____
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this

23rd day of March, 2010, by
Date Month Year

(1) Sherman Smith
Name of Signer

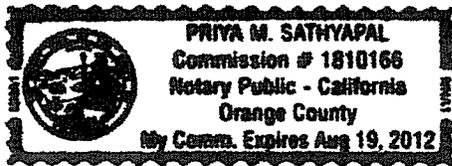
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Priya*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

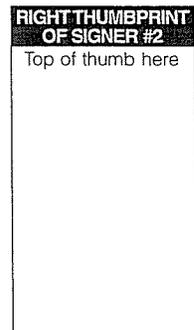
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: 3/23/2010 Number of Pages: 4

Signer(s) Other Than Named Above: _____





Mr. David Toschak P.E.
Senior Civil Engineer
City of Oceanside
Public Works Department
300 North Coast Highway
Oceanside, Ca. 92054

Subject: Proposal to Provide Biological Services Associated with the Annual Success Monitoring of the Onsite and Offsite Habitat Mitigation Areas Associated with the Pacific Street Bridge Project

Dear Mr. Toschak:

Chambers Group is pleased to submit this proposal with scope and budget to provide Biological Services for the City of Oceanside (City) on the Pacific Street Bridge project in Oceanside. All tasks to be completed under this proposed Scope of Work are summarized below.

TASK SUMMARY

- **Task 1:** Prepare a Final Project Summary Report
- **Task 2:** Project Meetings/Teleconference
- **Task 3:** On and Offsite Restoration Maintenance Inspections
- **Task 4:** Annual Monitoring Survey and Report for Program Year 1
- **Task 5:** Annual Monitoring Survey and Report for Program Year 2
- **Task 6:** Annual Monitoring Survey and Report for Program Year 3
- **Task 7:** Annual Monitoring Survey and Report for Program Year 4
- **Task 8:** Annual Monitoring Survey and Report for Program Year 5
- **Task 9:** Annual Monitoring Survey and Report for Program Year 6

SCOPE OF WORK

TASK 1: FINALIZE THE ARMY CORPS OF ENGINEERS PERMIT REPORT

Chambers Group will complete and finalize the final report pursuant to Special Condition 5 of the Army Corps of Engineers (USACE) Permit Authorization NW14 dated November 24, 2004 and renewed November 22, 2006. The report will document permittee and contractor compliance with permit conditions, including protection of biological resources, proper avoidance of restricted areas, and compliance with

REDLANDS

302 Brookside Avenue
Redlands, California 92373
909 • 335-7068
909 • 335-6318 fax

SAN DIEGO

8787 Complex Drive, Suite 220B
San Diego, California 92123
858 • 541-2800
858 • 565-8950 fax

CORPORATE OFFICE

5 Hutton Centre Drive, Suite 750
Santa Ana, California 92707
949 • 261-5414
949 • 261-8950 fax

RENO

1755 E. Plumb Lane, Suite 260
Reno, Nevada 89502
775 • 323-3555
fax 775 • 323-3554

COACHELLA

36-953 Cook Street, Suite 103
Palm Desert, California 92211
760 • 779-0108

mitigation measures. The report will include up to 25 pages, including text, figures, and graphics.

Three copies of a draft report will be submitted for one round of comments, followed by the final report. Up to five hard copies and five electronic copies of the final report will be submitted. A copy of the draft report will be provided to the City prior to submittal to agency representatives.

TASK 2: PROJECT MEETINGS / TELECONFERENCE

Chambers Group will discuss survey findings and recommendations in meetings or conference calls with the City or other project team members at the request of the City. Furthermore, Chambers Group will also maintain thorough records of these efforts and ensure regular communications with the City regarding project schedule and progress. For purposes of this estimate, we assume six meetings and time for documentation and follow up communications.

TASK 3: MAINTENANCE INSPECTIONS FOR ON AND OFFSITE HABITAT MITIGATION

Maintenance inspections are an integral part of habitat restoration success. The purpose of these inspections is to provide an opportunity for the restoration ecologist to track the progress of habitat development within the mitigation areas and to prescribe any necessary remedial treatments. The restoration ecologist will inspect the restoration plantings for micronutrient deficiencies, irrigation function and frequency, pest control, invasive species, site cleanup, seed germination, and natural recruitment of native plants. During each visit, the restoration ecologist will document observations and take representative photographs. Following each maintenance inspection, the restoration ecologist will consult with the landscaping contractor to discuss observations and recommendations made during the inspection. The frequency of which the inspections shall be conducted is specified in the agency-approved Conceptual Wetland Mitigation Plan (CWMP) (EDAW, 2003), and the Coastal Sage Scrub Mitigation Plan (CSSMP) (Chambers Group Inc., 2007). The maintenance inspection schedule, as specified in the CWMP and CSSMP for on and offsite mitigation, is presented below in Table 1. For purposes of this estimate, we assume two hours for monitoring inspections over 6 years of restoration monitoring pursuant of the schedule as specified in Table 1 below and limited additional time for consultation with the landscaping contractor.

Table 1. PACIFIC STREET BRIDGE MAINTENANCE INSPECTION SCHEDULE

Restored Habitat	Years 1-2	Years 3-4	Year 5
Offsite CSS Habitat ¹	Monthly	Quarterly	Biannually
Offsite Riparian Habitat ²	Biannually	Biannually	Biannually
Onsite Freshwater Marsh Habitat ²	Biannually	Biannually	Biannually

¹Maintenance Inspection schedule as specified in Table 6 of the CSSMP

²Maintenance Inspection schedule as specified in Section 1.11 of the CWMP

TASKS 4 THROUGH 9

For Tasks 4 through 9, the scope of work for each task includes: 1) Annual Success Monitoring and 2) preparation of the Annual Monitoring Report, for each Program Year. Because the on and offsite mitigation areas were planted at different times, the monitoring schedule for the offsite mitigation is one calendar year ahead of the onsite mitigation. However, success monitoring for on and offsite areas will be conducted at the same time each year. Therefore, each monitoring year will be referred to herein as Program Year. Based upon the annual monitoring period of 5 years specified in the project permits (with an exception for early sign off), there are a total 6 Program Years included in the scope of work. The monitoring schedule for all Program Years is reflected in Table 2 below. The Annual Monitoring and Annual Monitoring Report task descriptions below apply to Tasks 4 through 9.

TABLE 2. PACIFIC STREET BRIDGE RESTORATION ANNUAL MONITORING SCHEDULE

Task	Calendar Year	Program Year	Offsite Restoration Site	Onsite Restoration Site
4	2009	1	Monitoring Year 1	n/a
5	2010	2	Monitoring Year 2	Monitoring Year 1
6	2011	3	Monitoring Year 3	Monitoring Year 2
7	2012	4	Monitoring Year 4	Monitoring Year 3
8	2013	5	Monitoring Year 5	Monitoring Year 4
9	2014	6	n/a	Monitoring Year 5

Annual Success Monitoring

Chambers Group will conduct the Annual Success Monitoring for the Pacific Street Bridge onsite Freshwater Marsh and offsite Riparian Scrub and Coastal Sage Scrub habitat mitigation. Surveys will be conducted using the point-intercept sampling method established by the California Native Plant Society. During these surveys, biologists will measure and record vegetation for the purpose of evaluating the mitigation program performance pursuant to the success criteria specified in the project permits and the CWMP and CSSMP. In addition, plantings will be monitored using established photo points to track progress. Photo points and transect locations will be determined in year one, and sampled each subsequent monitoring year. For purposes of this estimate, each annual monitoring task includes one day of vegetation surveys to be conducted by two biologists. Additional time has been included for subsequent data entry, analysis and quality control.

Annual Monitoring Report

Chambers Group will prepare a Draft Annual Report in accordance with California Department of Fish and Game (CDFG), US Fish and Wildlife Service (USFWS), and California Coastal Commission (CCC) permit specifications. The Draft Annual Monitoring Report will serve to present the monitoring data collected and evaluated during the Annual Success Monitoring event for the corresponding Program Year. The report will also include maintenance recommendations necessary to attain the specified restoration success criteria.

The Draft Annual Monitoring Report will be submitted to the permitting agencies by December 31st of each Program Year. The report will include up to 35 pages, including text, figures and graphics. Three copies of a draft report will be submitted for one round of comments, followed by the final report. Up to five hard copies and five electronic copies of the final report will be submitted. A copy of the draft report will be provided to the City prior to submittal to agency representatives.

PROJECT COST

Task 1: Prepare a Final Project Summary Report	\$3,825
Task 2: Project Meetings/ Teleconference	\$2,050
Task 3: On and offsite Restoration Maintenance Inspections	\$5,283
Task 4: Annual Monitoring Survey and Report for Program Year 1	\$9,573
Task 5: Annual Monitoring Survey and Report for Program Year 2	\$9,287
Task 6: Annual Monitoring Survey and Report for Program Year 3	\$8,899

Task 7: Annual Monitoring Survey and Report for Program Year 4	\$8,809
Task 8: Annual Monitoring Survey and Report for Program Year 5	\$8,689
Task 9: Annual Monitoring Survey and Report for Program Year 6	\$7,285
TOTAL COST OF SERVICES	\$63,700

QUALITY CONTROL/ QUALITY ASSURANCE

Chambers Group abides by a Quality Control/ Quality Assurance system through which all field work, data collection and report preparation is evaluated and reviewed prior to completion and submittal. This process ensures that all Chambers Group products are consistent with the established high performance standards of the firm.

SCHEDULE

Chambers Group is available immediately to begin work on this project and will be available as needed to provide the services described in this Scope of Work. The task described in this scope of work will be scheduled in the master schedule as soon as we receive written notice to proceed.

PERFORMANCE

Chambers Group will endeavor to perform the services and accomplish the objectives within the costs and schedule; however, if the scope of work or schedule changes, Chambers Group reserves the right to revise its costs accordingly.

AUTHORIZATION

This proposal was prepared by Chambers Group solely for your internal use in evaluating Chambers Group's business proposal and deciding whether or not to contract with Chambers Group to perform the services described in this proposal. Chambers Group considers the pricing and other business information the property of Chambers Group. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated in this proposal and shall not be disclosed to any other party without Chambers Group's written consent.

This scope of work will be performed under Chambers Group's General Terms and Conditions. If this scope of work and cost meet with your satisfaction, please execute one of the copies of this letter and return it to Chambers Group as our authorization to begin work. The schedule and cost quoted herein are valid for **30** days.

TIME AND MATERIALS COST ESTIMATE

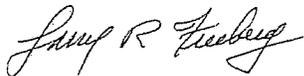
Chambers Group will perform the scope of work described above on a time and materials basis. Chambers Group will not exceed this amount without prior written authorization from the City.

Chambers Group's fee will be billed on a **time and materials basis** according to the labor and equipment rates shown on Chambers group Commercial Terms - attached.

Thank you for the opportunity to provide this proposal to you. We are ready to begin upon your NTP. Please call Larry Freeberg at (949) 261-5414 ext. 7138 if you have any questions or comments regarding this proposal.

Sincerely,

Authorized by



CHAMBERS GROUP, INC.
Larry Freeberg
Senior Project Manager and Vice President

City of Oceanside
Mr. David Toschak, P.E.
Public Works Department

Date 9/16/09

Date _____

Attachments:
Commercial Terms
General Conditions