

STAFF REPORT*CITY OF OCEANSIDE*

DATE: January 23, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AUTHORIZATION TO AWARD A CONTRACT IN THE AMOUNT OF \$299,299 TO HAZARD CONSTRUCTION COMPANY FOR THE SAN LUIS REY RIVER TRAIL EXTENSION PROJECT PHASE 1; APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL SERVICES; APPROPRIATE \$558,060 IN STATE GRANT FUNDS TO THE MISSION RESOURCE RIVER PARKWAY FUND; AND APPROVAL OF A BUDGET TRANSFER IN THE AMOUNT OF \$142,000**

SYNOPSIS

Staff recommends that the City Council award a contract in the amount of \$299,299 to Hazard Construction Company of San Diego for the San Luis Rey River Trail Extension Project Phase 1, and authorize the City Manager to execute the agreement upon receipt of all supporting documents; approve Amendment 1 in the amount of \$133,533 to the professional services agreement with RRM Design Group for environmental, design and engineering services, for additional work requested by the City, and authorize the City Manager to execute the amendment; appropriate \$558,060 in state grant funds to the Mission Resource River Parkway fund; and approve a budget transfer in the amount of \$142,000 from the Park Enhancements Project account to the project account.

BACKGROUND

The San Luis Rey River (SLRR) and its watershed are the largest by area in San Diego County. It supports critical habitat for three endangered species, and provides the opportunity for compatible recreation along a scenic class 1 bikeway, the San Luis Rey River Trail (SLRRT). The SLRRT is located on the southern side of the SLRR beginning at the intersection of Neptune and Cleveland Streets and continues approximately seven miles east to College Boulevard. A class 1 bikeway is defined as off-street facilities with exclusive rights-of-way, designated for the exclusive use of bicyclists and pedestrians.

On November 1, 2006, City Council adopted a resolution approving a collaborative grant effort with Mission Resource Conservation District (MRCD) for the extension of the SLRRT, arundo removal and habitat restoration within the adjacent riverbed, as

well as an agreement with RRM Design Group for environmental, design and engineering services for the SLRRT Extension Project.

On December 6, 2006, and January 18, 2007, community meetings were conducted to present the proposed trail alignment and to solicit input from the adjacent neighborhoods. Initially, staff presented a trail alignment which routed the trail from College Boulevard east along the existing sewer easement to a City-owned access used as storm drain easement at Andrew Jackson Street (Segment 1). From that intersection the trail was proposed as a Class 3 on-street route to another City-owned access on Tyler Street which is used as a sewer easement (Segment 2 Option a). Continuing east on the sewer easement the trail heads toward North Santa Fe Drive using the existing sewer maintenance road (Segment 3). This proposed route was determined to have the least environmental impact on the SLRR by using existing maintenance roads without developing new encroachments into the SLRR Floodplain.

As an outcome from the community meetings, a majority of the neighbors present reached an overall consensus for the development of the SLRRT Extension Project and felt that there was a need for the project. But the consensus for development of the SLRRT came with conditions. Some of the community members present perceived negative impacts to the neighborhood by routing the trail through the neighborhood and requested that staff investigate and develop an alternative alignment which would not go through, nor allow access to or from the adjacent neighborhood.

Staff has evaluated the community-requested alignment (Segment 2 Option b) with designers and State and Federal resource agencies. The alignment will include a significant increase in design costs and construction costs, as well as time to obtain the proper State and Federal permits.

Staff conducted two additional meetings on September 18 and 25, 2007, for the property owners and residents that share a property line with the SLRRT Extension Project Phase I. These meetings were to inform and solicit input regarding fence installation and neighborhood access to the trail. In addition, members of the Oceanside Bicycle Committee walked the neighborhood to interview residents and collect information on how the residents felt about the trail project, perceived impacts from routing the trail through the neighborhoods and whether neighborhood access to the trail was desired.

On October 10, 2007, City Council approved the plans and specifications for Phase I (Segment I) and the recommendation to proceed with the completion of Segment 2 Option a and Segment 3 with the commitment to the community that Segment 2 Option b be constructed if funding is identified and permits are obtained.

ANALYSIS

Phase I of the SLRRT Extension Project is for the repaving of the sewer easement and fence installation from College Boulevard to the first City-owned easement at Andrew Jackson Street (Segment 1). A more detailed project description includes repaving of a 10-foot-wide path, centerline and edge-striping. The project also includes 3,000 lineal feet of black vinyl-coated chain link placed on City Property on the residential side of the trail to address safety issues, protect trail users from encroachments and access from the adjacent homes onto City property, as well as to preserve views of the SLRR and Morro Hills.

In order to continue with Phase 2 (Segments 2a and 3) and Phase 3 (Segment 2b) additional environmental surveys, technical studies, coordination and design work are needed. Amendment 1 to the professional services agreement with RRM Design Group will enable the City to complete the surveys, studies and design work necessary to obtain permits from State and Federal resource agencies. Furthermore, coordinated discussions with State and Federal agencies will be conducted for Phase 3 (Segment 2b), which may result in the need for additional hydrological and design studies to address impacts that are unknown and are not included as part of this contract.

Timing for Phase 2 (Segment 2a and 3) would include additional design work, technical and environmental studies, and the preparation of the CEQA document, which could be completed and approved in the summer of 2008. With the approval of Phase 2, applications for State and Federal permits could be made but could take up to a year to review and approve. Funding for the additional construction documents, hydrological studies and construction costs for Phase 3 (Segment 2b) need to be identified and secured.

Bids were publicly opened on December 17, 2007. The lowest responsive bidder is Hazard Construction Company of San Diego. Its credentials have been researched and are satisfactory. Construction will finish in spring 2008. The collaborative grant project will provide a total of \$558,060 with \$254,294 available for the Phase I (Segment I). A budget transfer in the amount of \$142,000 is requested from the Park Enhancements Project account for the difference, inspection, contingency, and project management.

FISCAL IMPACT

The SLRRT project (598.845603) has a current balance of \$212,903, which is sufficient to complete the preliminary engineering costs and the PSA increase of \$133,533 with RRM Design. These additional funds will be used to complete the additional environmental surveys, technical studies, coordination and design work for Phase 2 and a portion of Phase 3.

The construction contract of \$299,299 with Hazard Construction, plus 15 percent contingency, construction support costs and project overhead will result in a total construction project cost of \$396,300. There is a total of \$254,294 available in grant funds (272.557187.5392) for the construction phase 1. Therefore, the additional funds of \$142,000 will be transferred from the Parks Enhancement account, which has a current balance of \$358,441 (598.845431.5702) to the project (598.845603.5702) to complete the construction financing.

Construction-phase project costs are budgeted as follows:

Direct Construction Costs

Bid Award Amount	\$299,299
15% Construction Change Order Contingency	<u>\$45,000</u>
Total Direct Construction	\$344,299

Construction Support Costs

Construction Staking and Surveying	\$30,000
Geotechnical Inspection	<u>\$10,000</u>
Total Construction Support	\$40,000

City Inspection and Administration	<u>\$12,000</u>
Total Project, Construction Phase Cost	\$396,299

INSURANCE REQUIREMENTS

The City’s standard insurance requirements will be provided for the construction contract.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY’S ANALYSIS

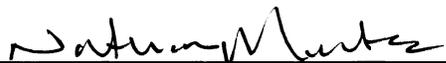
The bid documents were previously reviewed by the City Attorney and approved as to form. The contract must be awarded to the lowest responsible bidder. The Public Contract Code defines “responsible bidder” as a bidder who has demonstrated the attributes of trustworthiness as well as quality, fitness, capacity and experience to satisfactorily perform a public works contract. The City Council also has the discretion to reject all bids and re-advertise.

The proposed amendment to the Professional Services Agreement with RRM Design has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council award a contract in the amount of \$299,299 to Hazard Construction Company of San Diego for the San Luis Rey River Trail Extension Project Phase 1, and authorize the City Manager to execute the agreement upon receipt of all supporting documents; approve Amendment 1 in the amount of \$133,533 to the professional services agreement with RRM Design Group for environmental, design and engineering services, for additional work requested by the City, and authorize the City Manager to execute the amendment; appropriate \$558,060 in state grant funds to the Mission Resource River Parkway fund; and approve a budget transfer in the amount of \$142,000 from the Park Enhancements Project account to the project account.

PREPARED BY:



Nathan R. Mertz
CIP Manager I
Parks Development Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lauren Wasserman, Interim Development Services Director

Scott O. Smith, City Engineer

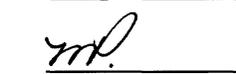
Margery M. Pierce, Neighborhood Services Director

Teri Ferro, Financial Services Director











Attachments:

- "A" Amendment
- "B" SLRRT Alignment Options

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

**PROJECT: San Luis Rey River Trail Extension – N. Santa Fe Reach Project
(598) 845603
Document No. 06-D0644-1**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this ____day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RRM DESIGN GROUP, INC., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated November 1, 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 increase the scope of work and Consultant's compensation, accordingly.

AMENDMENT

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

13.0 COMPENSATION.

13.1 Consultant's compensation for additional work (attached as Exhibit B and Exhibit C) performed in accordance with this Agreement, shall not exceed the total contract price of \$133,533.00. Said additional compensation shall be for performing additional professional services as described in Exhibit B, RRM Design Group, Inc., letter dated November 20, 2007.

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 Amendment on behalf of the respective legal entities of the CONSULTANT

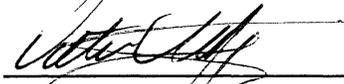
San Luis Rey River Trail Extension – N. Santa Fe Reach (598) 845602

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 this ____ day of _____, 2008.

RRM DESIGN GROUP, INC.

CITY OF OCEANSIDE

By: 
Victor Montgomery, President

By: _____
Peter A. Weiss, City Manager

By: 
Greg Peters, CFO

APPROVED AS TO FORM:

95-2923783
Employer ID No.

 ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

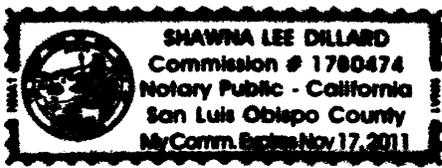
On Jan 9, 2008 before me, Shawna L. Dillard, Notary
Date Here Insert Name and Title of the Officer

personally appeared Gregory A. Peters, CFO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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

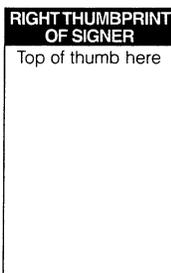
OPTIONAL

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: City of Oceanside - Amendment to Professional Service Agreement
 Document Date: 1/10/08 9/10/08 signatures Number of Pages: 12
 Signer(s) Other Than Named Above: Victor Montgomery, President

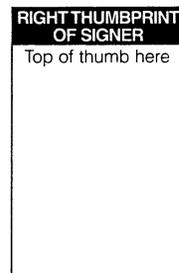
Capacity(ies) Claimed by Signer(s)

Signer's Name: Gregory A. Peters
 Individual
 Corporate Officer — Title(s): CFO
 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: _____

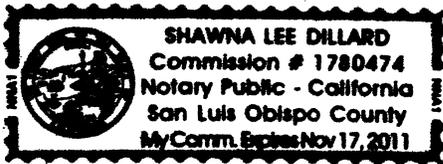


Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Luis Obispo }
 On 1/10/08 before me, Shawna L. Dillard,
Date Here Insert Name and Title of the Officer
 personally appeared Victor Montgomery,
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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 Signer(s) Other Than Named Above: Gregory A. Peters, CFO

Capacity(ies) Claimed by Signer(s)

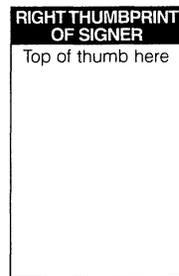
Signer's Name: Victor Montgomery Signer's Name: _____
 Individual Individual
 Corporate Officer — Title(s): President Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Attorney in Fact Attorney in Fact
 Trustee Trustee
 Guardian or Conservator Guardian or Conservator
 Other: _____ Other: _____

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



Signer Is Representing: _____

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



Signer Is Representing: _____

San Luis Rey River Trail Extension – North Santa Fe Reach
Additional Services Authorization
November 20, 2007



Client: City of Oceanside

Task ID No.: 01

Project: San Luis Rey River Trail Extension – N. Santa Fe Reach Phase 2 - Tyler Street to North Sante Fe and Phase 3 – Andrew Jackson Street Outlot to Tyler Street Outlot

Date: November 20th, 2007

Work requested by: Nathan Mertz – Senior Planner

Job No.:1306555

Request received by: Brian A. Hannegan

Request: Nathan Mertz

Date received: September 2007

- Verbal Letter Marked Prints Verbal authorization received
- Client authorization required Included in contract, authorization not required
- Other _____

- Non-chargeable Hourly Fixed Fee Other _____

- Client authorization required Included in contract; authorization not required Verbal authorization received

Compensation

- Non-chargeable Hourly, Not to Exceed Fixed Fee Other _____

Description of Work to be Performed:

Nathan Mertz, as requested by the City, RRM will provide these additional services and associated agency coordination for the San Luis Rey River Trail Extension Phase 3 as detailed below:

TASK G: Final Design

Subtask G.1: Site Tour

RRM will conduct an on site tour of the phase 3 segment. This meeting will be attended by key design team members, city and district staff. Principally, this meeting will provide a key opportunity to

specifically discuss programmatic items, environmental mitigation, design considerations, hydraulic and floodway, and discuss the trail routing details and design challenges for this stretch.

Subtask G.2: Construction Drawings

RRM's team will prepare the final Construction Drawings for submittal at the 50%, 90% and final bid for the final phase 3 trail alignment. The plans will be based on the current topographic base information provided by Buccola Engineering for alignment, horizontal control, and grading purposes.

Deliverable: Three (3) submittals (50%, 90% and Final) Construction Drawing packages.

Subtask G.3: Construction Specifications

RRM will prepare technical specifications using the applicable City of Oceanside's standard format based on Caltrans Standard Special Provisions (SSPs) to prepare the Draft Special Provisions for the project. RRM will incorporate the City's "boiler plate" documents, including the notice-to-bidders and bond forms.

Deliverable: Three (3) submittals (50%, 90% and Final) of Specifications.

Subtask G.4: Construction Cost Opinions

RRM's team construction cost estimator, NJF Associates, will estimate construction costs at the 90% submittal stage and then update the estimate based on the final (bid set) level plan set. The detailed construction cost opinion will break out each component of the scope of work on a line item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received or actual costs of construction will be equal to the opinion.

Deliverable: One (1) submittal Construction Costs Opinion at the 90% level. One (1) submittal Final Construction Costs Opinion at the Final (bid set) level.

Subtask G.5: Runoff Assessment Report

RRM's civil engineer team, Buccola Engineering, Inc. shall prepare a Runoff Assessment Report (RAR) to address mitigation of water quality impacts associated with the development of the Option 2 segment 'b' portion of the trail alignment. The RAR will identify the receiving waters for the site, the pollutants causing impairment to those waters, and the potential sources of pollutants based upon criteria established by the City of Oceanside – Standard Urban Storm Water Mitigation Plan (SUSMP) and Requirements for the Submission of a Runoff Assessment Report. The Plan will include specific temporary Construction Site Best Management Practices (BMPs) and permanent Site Design and Source Control BMPs. The RAR will utilize Best Available Technologies (BATs) to mitigate impacts to the receiving waters, to the Maximum Extent Practicable (MEP). The Plan will meet submission and adequacy requirements and will include all necessary time for research, meetings, and processing to attain approval by the City of Oceanside.

Deliverables: Up to four (4) copies of the Runoff Assessment Report document and needed meetings and approval reviews.

TASK H: ENVIRONMENTAL PERMITTING

RRM's project Environmental Scientists Rincon Consultants Inc. will perform the environmental permitting for the entire trail corridor from College Blvd. to N. Santa Fe including the Option 2 segment b portion of the bike path. The permitting will include the following:

Subtask H.1: Wetland Delineation/Jurisdictional Determination

This task includes performing a formal wetland delineation and jurisdictional determination along the proposed trail alignment at locations that are anticipated to be within Corps and/or CDFG jurisdiction. CDFG has indicated that they would not take jurisdiction over most of the trail area. The wetland delineation and jurisdictional determination will be limited to the four culvert crossings along Segment 3 and the drainage area east of Via Manos at the east end of Segment 3. The purpose is to confirm the location and extent of potential jurisdictional waters, including wetlands, subject to the regulatory jurisdiction by the Corps of Engineers, Department of Fish and Game and the Regional Water Quality Control Board. The product of this task will be a report and map describing the extent of agency jurisdiction. The jurisdictional area for Segment 2 Option B can be included in total project area.

Subtask H.2: Rare Plant Surveys

Surveys would be performed within the proposed disturbance areas for the presence/absence of rare plants during the appropriate blooming season. Surveys would be focused on those areas of the trail alignment with potential for rare plants of concern. Surveys would be conducted using accepted protocols including up to three surveys to appropriately capture the spring blooming season. The product of this task will be a letter report identifying any sensitive plant species observed and a map depicting the location of the sensitive plants.

Subtask H.3: Least Bells Vireo, Southwestern Willow Flycatcher, and Coastal California Gnatcatcher Focused Surveys

This task would include modified protocol surveys for least Bell's vireo, southwestern willow flycatcher, and coastal California gnatcatcher to be conducted by qualified biologists. Based on discussions with USFWS representative Dr. Marci Koski, the surveys would include up to four site visits, one week apart, over an eight week period. We would first get written confirmation from Ms. Koski regarding concurrence of the modified protocol surveys. We are assuming that one biologist will be permitted to do a single pass survey simultaneously for both the gnatcatcher and the least Bell's vireo and that the number of survey days will be no more than four. Given the later breeding time for the southwestern willow flycatcher, we assume that an addendum survey of no more than three survey days would occur for this species.

Subtask H.4: Endangered Species Agency Consultation

Should the results of the surveys outlined in Task 3 determine the presence of listed species, endangered species consultation with the resources agencies would be required, depending on the results one of the following permitting options will be required:

Subtask H.4a: Section 10 Low-Effect HCP Preparation

A federal incidental take permit would be necessary to cover activities that have the potential to impact listed species in Task 3. A “Low Effect” HCP involves modifying the existing Biological Assessment to meet the USFWS standards including 1) an impacts assessment; 2) summary of minimization and mitigation measures and procedures for unforeseen or extraordinary circumstances; 3) alternatives assessment; 4) additional USFWS measures. Low Effect HCPs do not require a NEPA document, and the target permit processing time is 3 months. Depending on the responsiveness of the agencies and if USFWS determines that greater impacts are likely, the costs can vary because of continued coordination and communication. Task outlined are based on Rincon’s current coordination with USFWS.

Subtask H.4b: Section 7 Biological Opinion Preparation

If the results of the surveys outlined in Task 2.3 determine no presence of the coastal California gnatcatcher, an upland state-listed species, and presence of either the flycatcher or vireo, pursuit of a Section 7 Biological Opinion would be the most prudent permitting strategy. This permit may involve modifications to the existing Biological Assessment to USFWS standards and agency coordination and discussions. The timeline for this process typically requires 6 months because of internal coordination between the federal agencies (USFWS and Army Corps of Engineers). As with Task 2.4a, costs could vary.

Subtask H.5: CDFG 2081 Memorandum of Understanding

A state authorization will be required to compliment either Tasks 4a or 4b as the CDFG also lists the flycatcher and vireo under the state ESA. This task involves coordinating with the CDFG and providing supplemental information as requested to obtain their authorization. Depending on local CDFG personnel concerns regarding this location and the effects of the trail, the cost and level of effort for this task may vary substantially. Tasks outlined are based on Rincon’s current level of coordination and understanding of the CDFG desires.

Subtask H.6: US ACOE Section 404 Permit

This task involves preparation of a U.S. Army Corps of Engineers (Corps) Section 404 Nationwide Permit application package. Based on the results of the Task 1 above, the impacts to Corps jurisdictional areas resulting from fill of waters of the U.S will be included in this permit. Normally this process requires 3–4 months. However, during this process the Corps will consult with USFWS regarding impacts to federally listed species (Task 4). Therefore, Corps issuance of the Section 404 permit will coincide with the completion of agency consultation and receipt of the incidental take permit if necessary.

Subtask H.7: CDFG Section 1600 Streambed Alteration Agreement

This task would include the preparation, submittal, and coordination of a Streambed Alteration Agreement. We will also determine the appropriate fee and have assumed that the City will pay the application fee directly to the CDFG upon application submittal. Fees can vary. Upon receipt of the

draft agreement we would review and provide one round of comments prior to finalizing the permit. This permitting process typically requires 3–4 months.

Subtask H.8: Regional Water Quality Control Board Section 401 Certification

This task involves preparation of a Clean Water Act Section 401 Water Quality Certification application. We will also determine the appropriate RWQCB fee (based on impact calculation). We have assumed that the *City will pay the application fee* directly to the RWQCB upon application submittal. Fees for this task can vary. Rincon will coordinate with the RWQCB to track progress of the permit approval. This task typically takes 3–4 months.

Subtask H.9: Habitat Mitigation Monitoring Plan Preparation

This task involves preparing a Habitat Mitigation Monitoring Plan (HMMP) per the requirements of the regulatory permitting agencies, if any. This plan will incorporate the specific details negotiated for appropriate onsite mitigation during the agency permitting processes described above.

TASK I: BIDDING AND CONSTRUCTION SUPPORT

RRM will support the City during the anticipated 180 – 240 calendar day construction process for each of the three trail project phases. Support efforts will generally include the following scope of services:

Subtask I.1: Bidding Assistance

RRM will assist the City during the three bidding phases of the project. We will prepare addenda and respond to Requests for Clarifications as determined by the City to be reasonable or necessary for the bidding process. All bidder questions will be received by the City and forwarded in writing to the RRM for response back to the City in writing.

Deliverable: Addenda and Plan Clarification response documents.

Subtask I.2: Construction Administration

Following award of the general construction contract, RRM will support the City during the construction phase of the project. We will review and respond to five Requests for Information (RFI), Change Orders (CO), submittals, or contractor supplied shop drawings. Under this task, we will also prepare and issue Supplemental Instructions as necessary to clarify technical details and prepare preliminary and final punch lists. We will also coordinate with consultants, agency, and City staff as necessary.

Deliverables: Five (5) RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, or general record keeping documents.

Subtask I.3: Construction Observation

RRM's project manager and/or designated representative will prepare for and attend up to ten (10) field observation meetings at intervals appropriate to the stage of construction to observe construction progress. Field observation meetings will be planned to coordinate with key milestones during the construction process in Phase 1, 2 and 3. In the interest of cost efficiency, we will

encourage meeting consolidation by strategically scheduling meetings to maximize productivity whenever possible, such as meeting with City staff, construction inspector, contractor, and any other agency representatives in a single visit.

These site visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow RRM to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. RRM shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

RRM shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. RRM does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Deliverables: Prepare for twelve (12) observation RRM meetings during the 180 – 240 calendar day construction duration for Construction Phases 1, 2, and 3.

Meeting Intervals:

Three (3) Meetings for Phase 1 Construction

Four (4) Meetings for Phase 2 Construction

Five (5) Meetings for Phase 3 Construction

Subtask I.4: Record Drawings

Upon Completion of construction work, RRM will compile and deliver to the City a reproducible set of Record Drawings based upon the marked-up record drawings, addenda, change orders, and other data furnished by the contractor. These Record Drawings will show significant changes made during construction. Because these Record Drawings are based on unverified information provided by the other parties, which RRM shall assume will be reliable; RRM cannot and does not warrant their accuracy.

Deliverables: One (1) set reproducible set of Record Drawings.

TASK J: ON-GOING PROJECT COORDINATION

Task J.1: Project Management

RRM's project manager will coordinate with City and design staff, sub-consultants, stakeholders and other agencies as necessary on an on-going basis throughout all phases of the project. Conferencing with City staff at the spur of the moment, for example, to discuss design issues and plan check comments, or to coordinate with local agency staff are very likely occurrences during the life of the project. This task also includes internal quality control, plan review, day-to-day project coordination efforts including general correspondence, telephone conferencing, and update and summary reports likely to be required in supporting City staff as we move the plans through the Design and Construction Documentation.

Deliverable: Memos, design team coordination, meeting minutes, and general correspondence for document control, compiled in a three-ring binder located in our office and available for access by City staff.

Subtask J.2: Hydraulic Design Criteria Research and Meeting

RRM's project Hydraulic Engineering team, DUDEK Engineering, will conduct research and attend one meeting with the City of Oceanside, to help establish the design criteria for the proposed project, relating specifically to the San Luis Rey River hydraulics, floodplain, and floodway.

Pursuant to the current proposed trail alignment along the maintenance access road and levy, segments of both Phase 2 and Phase 3 of the river trail extension are located within the floodplain and/or floodway. Examples of issues that will be resolved during this task include:

- Will the project be designed in such a way as to prevent an increase to water surface elevations (based on the effective base flood elevations (BFEs) within the river), as identified on the FEMA Flood Insurance Rate Map (FIRM), Map number 06073C0468 G, revised January 19, 2001?
- Will the trail be located at an elevation equal to or larger than a specific design storm event? For example, at the 10-year water surface elevation.
- Will the City choose to file a Conditional Letter of Map Revision (CLOMR) if the hydraulic study demonstrates no increase in water surface elevations and no change to the floodplain/floodway boundaries?
- What will the limits of the hydraulic study include? For instance will it include both Phase 2 and 3?

To summarize the results of the meeting and research, DUDEK Engineering will prepare a memorandum detailing the agreed upon design criteria which will be used and anticipated FEMA processing, if applicable.

It is anticipated that the hydraulic study will be required to model the effects of proposed modifications to the existing riverbank. At a minimum, the study will need to provide a comparison of water surface elevations for pre-project and post-project conditions, and will also provide the velocities and shear stress that the proposed riverbank should be designed from.

Deliverables: Prepare for and attend one (1) Hydraulic Design Criteria Meeting with City staff. Prepare and distribute meeting minutes and Hydraulic Research Design Criteria memorandum.

Subtask J.3: Project Design Review Meetings

RRM’s project manager, and appropriate team member(s) as the subject matter dictates, will prepare for and facilitate up to three (3) Project Design Review meetings (PDR) with City staff during the preliminary and final design phases. The meetings will be scheduled to occur at key decision points and will provide opportunities for the City/RRM team to discuss our review design submittals, and prepare for presentations.

Deliverables: Prepare for and attend three (3) PDT Meetings with City staff and agencies. Prepare and distribute meeting minutes.

TASK COMPENSATION

Task G - PHASE 3 PROJECT INITIATION				
Subtask G.1:	Site Tour	Fixed Fee:	\$	3,030
Subtask G.2:	Construction Drawings	Fixed Fee:	\$	34,850
Subtask G.3:	Construction Specifications	Fixed Fee:	\$	3,200
Subtask G.4:	Construction Cost Opinions	Fixed Fee:	\$	2,980
Subtask G.5:	Runoff Assessment Report	Fixed Fee:	\$	4,400
		Subtotal:	\$	48,460
Task H- ENVIRONMENTAL PERMITTING				
Subtask H.1:	Wetland Delineation/Jurisdictional Determination	Fixed Fee:	\$	5,170
Subtask H.2:	Rare Plant Surveys	Fixed Fee:	\$	4,400
Subtask H.3:	Least Bells Vireo, Southwestern Willow Flycatcher, and Coastal California Gnatcatcher Focused Surveys	Fixed Fee:	\$	6,615
Subtask H.4:	Endangered Species Agency Consultation	Fixed Fee:	\$	4,400
Subtask H.4a:	Section 10 Low-Effect HCP Preparation	Fixed Fee:	\$	2,200
Subtask H.4b:	Section 7 Biological Opinion Preparation	Fixed Fee:	\$	2,200
Subtask H.5:	CDFG 2081 Memorandum Of Understanding	Fixed Fee:	\$	6,600
Subtask H.6:	US ACOE Section 404 Permit	Fixed Fee:	\$	3,300
Subtask H.7:	CDFG Section 1600 Streambed Alteration Agreement	Fixed Fee:	\$	3,383
Subtask H.8:	Regional Water Quality Control Board Section 401 Certification	Fixed Fee:	\$	3,850
Subtask H.9:	Habitat Mitigation Monitoring Plan Preparation	Fixed Fee:	\$	9,555

			Subtotal:	\$	51,673
TASK I – BIDDING AND CONSTRUCTION SUPPORT					
Subtask I.1	Bidding Assistance		T&M (estimated):	\$	1,737
Subtask I.2	Construction Administration		T&M (estimated):	\$	3,208
Subtask I.3	Construction Observation		T&M (estimated):	\$	2,784
Subtask I.4	Record Drawings		T&M (estimated):	\$	2,556
			Subtotal:	\$	10,285
TASK J – ON-GOING PROJECT COORDINATION					
Subtask J.1	Project Management		Fixed Fee:	\$	9,360
Subtask J.2	Hydraulic Design Criteria Research and Meeting		Fixed Fee:	\$	3,470
Subtask J.3	PDR Meetings		Fixed Fee:	\$	1,285
			Subtotal:	\$	14,115
Reimbursable Expenses			T&M (estimated budget):	\$	9,000
TOTAL COMPENSATION (Phase 3)				\$	133,533

Note:

1. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
2. Estimated budgets for tasks shown as “Time and Materials (T&M)” are provided for informational purposes only. Amounts billed for these tasks will reflect actual costs, and may be more or less than the estimate given.
3. Hydraulic Scope and Fee: At the conclusion of the research report outlined in Task J.2, a separate fee will be provided for the preparation of a hydraulic study and processing the study through the City of Oceanside and/or FEMA (if applicable).

I hereby authorize the above work to be performed

By: _____
 Client Signature

Date: _____

Please sign and return original so that we may proceed with the above work.

**SAN LUIS RIVER TRAIL EXTENSION
PHASE II and III
Additional Service No. 1
Compensation Worksheet November 20, 2007**

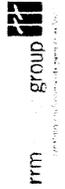
PRIME CONSULTANT		SUB-CONSULTANTS										
Mike Chernod, ASLA Principal-in-Charge	Brian Hennigan Project Manager	Landscape Architecture Staff	Civil Engineer	Supplemental Survey	Hydraulic Engineering Engineer	Environmental Consultant Environmental Planner	NJF Construction Cost Estimation Estimator	GEOSDA Geotechnical Engineering Geotechnical Engineer				
135 \$ per hour	115 \$ per hour	95 \$ per hour	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task				
G.1 Site Tour	2	\$270	2	\$230	0	\$0	\$220	\$1,100	\$0	\$0	\$0	
G.2 Construction Drawings	8	\$1,080	16	\$1,840	64	\$6,080	\$19,800	\$0	\$0	\$1,210	\$0	
G.3 Construction Specifications	3,200	0	8	\$920	24	\$2,280	\$0	\$0	\$0	\$0	\$6,050	
G.4 Construction Cost Opinions	2,980	0	2	\$230	0	\$0	\$0	\$0	\$0	\$0	\$2,750	
G.5 Runoff Assessment Report	4,400	0	0	\$0	0	\$0	\$4,400	\$0	\$0	\$0	\$0	
Task G Value												48,450

Task H: ENVIRONMENTAL PERMITTING	
H.1 Wetland Delineation/Jurisdictional Determination	5,170
H.2 Rare Plant Surveys	4,400
H.3 Least Belts Vireo, Southwestern Willow Flycatcher, and Coastal California Oncatcher Focused Surveys	6,615
H.4 Endangered Species Agency Consultation	4,400
H.4a Section 10 Low-Effect HCP Preparation	2,200
H.4b Section 7 Biological Opinion Preparation	2,200
H.5 CDFG 2081 Memorandum Of Understanding	6,600
H.6 US ACOE Section 404 Permit	3,300
H.7 CDFG Section 1600 Streambed Alteration Agreement	3,383
H.8 Regional Water Quality Control Board Section 401 Certification	3,850
H.9 Habitat Mitigation Monitoring Plan Preparation	9,555
Task H Value	51,673

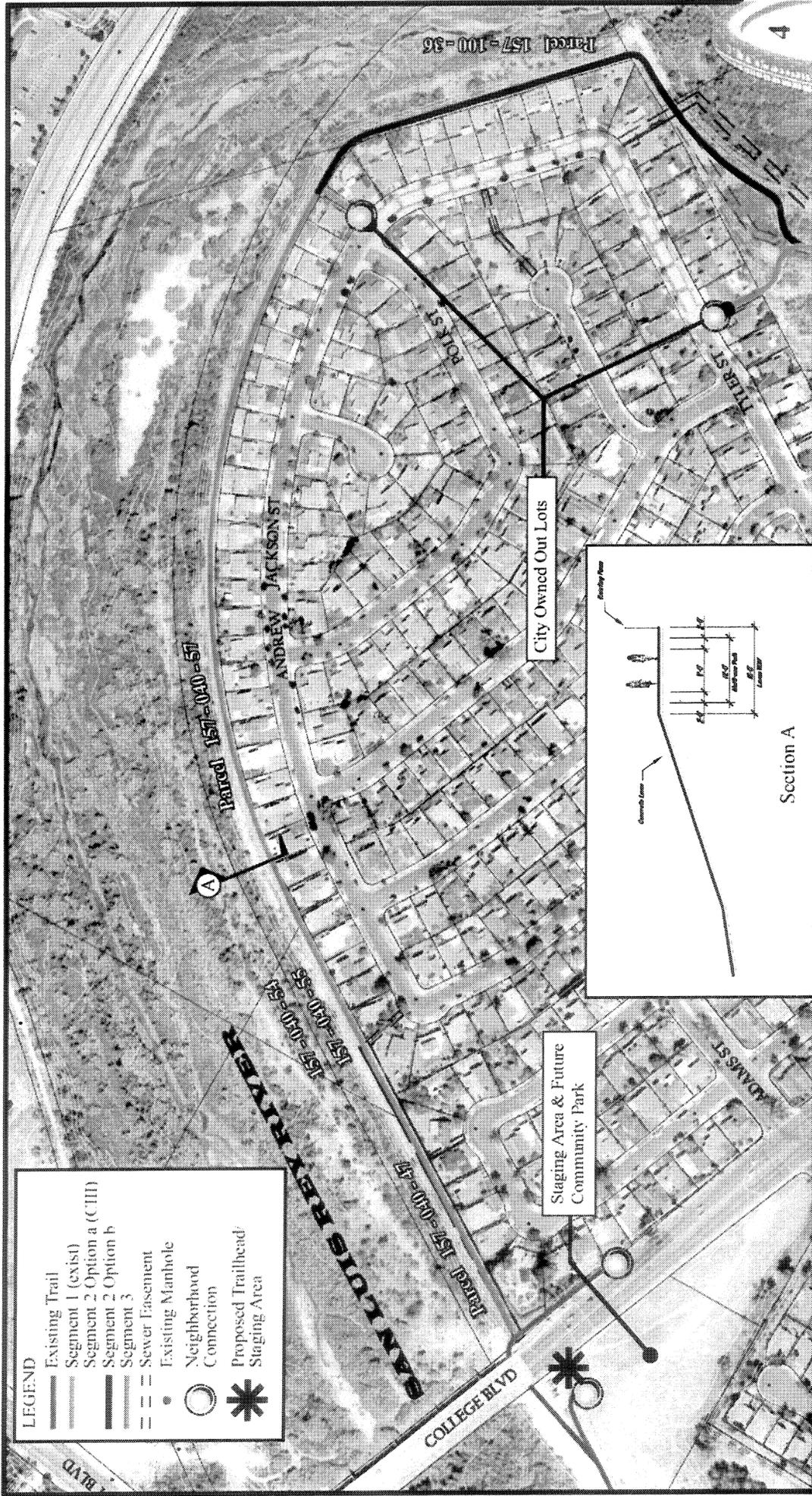
Task I: BIDDING AND CONSTRUCTION SUPPORT	
I.1 Bidding Assistance	1,737
I.2 Construction Administration	3,208
I.3 Construction Observation	2,784
I.4 Record Drawings	2,556
Task I Value	10,285

Task J: ONGOING PROJECT COORDINATION	
J.1 Project Management	9,360
J.2 Hydraulic Design Criteria Research and Meeting	3,470
J.3 PDR Meetings	1,285
Task J Value	14,115

Total Labor Value	\$ 124,533
Estimated Reimbursable Expenses Budget	\$ 9,000
TOTAL PROJECT VALUE	\$ 133,533

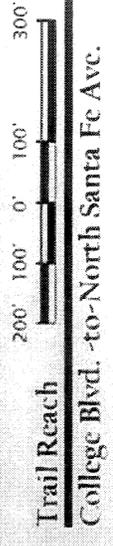
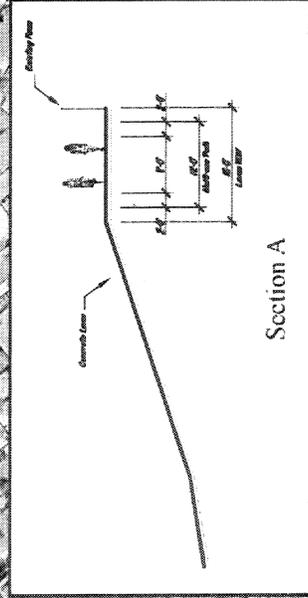


RTM GROUP



LEGEND

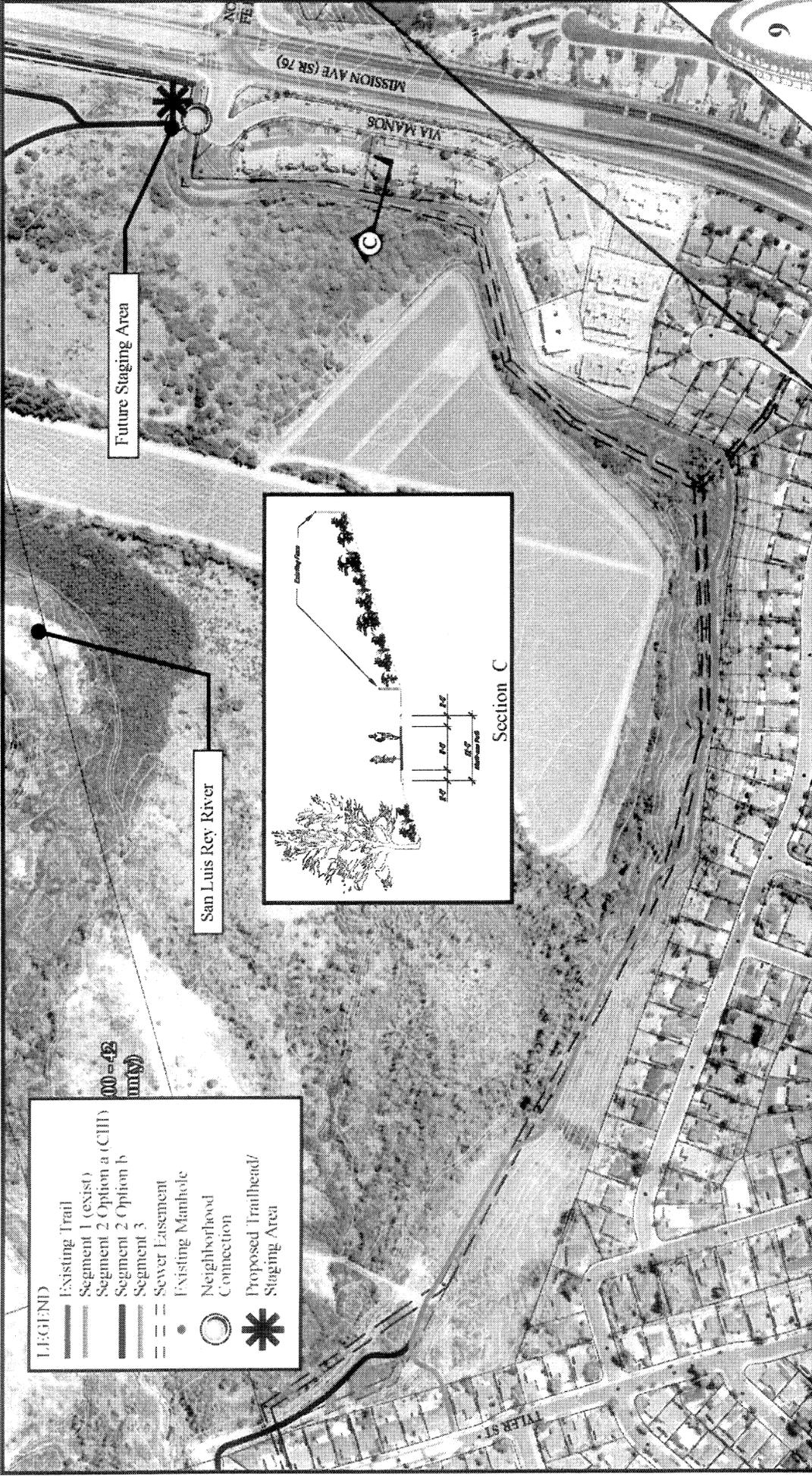
- Existing Trail
- Segment 1 (exist)
- Segment 2 Option a (CIII)
- Segment 2 Option b
- Segment 3
- Sewer Easement
- Existing Manhole
- Neighborhood Connection
- Proposed Trailhead/ Staging Area



San Luis Rey River Trail

Oceanside, CA

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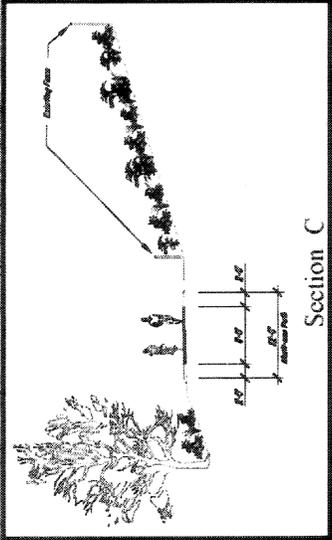


LEGEND

- Existing Trail
- Segment 1 (exist)
- Segment 2 Option a (CHD)
- Segment 2 Option b
- Segment 3
- Sewer Easement
- Existing Manhole
- Neighborhood Connection
- Proposed Trailhead/ Staging Area

Future Staging Area

San Luis Rey River



Section C



Trail Reach
College Blvd. -to-North Santa Fe Ave.



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San Luis Rey River Trail

Oceanside, CA