



DATE: October 12, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE HYDRAULIC ANALYSIS AND ENVIRONMENTAL INVESTIGATION FOR THE NORTH AVENUE CHANNEL PROTECTION PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Dudek of Encinitas in the amount of \$212,920 for the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project, located within Loma Alta Creek and along North Avenue, and authorize the City Manager to execute the agreement.

BACKGROUND

An approximately half-mile segment of Loma Alta Creek (Exhibit A) is experiencing continual channel erosion from stormwater flows during heavy rainfall events. This erosion has resulted in the undermining of the channel's concrete headwall structures and drainage infrastructure. The current condition of the channel impedes maintenance of the channel embankment, which structurally supports North Avenue, and drainage infrastructure.

The City's Public Works Department had been actively maintaining and controlling the erosion occurring within Loma Alta Creek by placing riprap along the North Avenue side of the channel. However, due to community concerns and the regulatory agencies' disapproval of the Public Works Department's use of riprap within Loma Alta Creek, the Public Works Department is no longer actively maintaining or controlling the erosion. In order to stabilize and resolve the bank erosion, project studies, design development, and environmental permitting will all need to be accomplished as a public works project.

On June 17, 2011, a request for proposals was advertised to perform the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project. Four firms responded by providing a proposal for the project (Exhibit B). The proposals were evaluated by staff, and Dudek was determined to be most qualified.

ANALYSIS

Dudek was determined to be most qualified for the project based on technical expertise, previous comparable work, familiarity with the project through recent company-conducted biological surveys of the area, and familiarity with the regulatory agency permitting process.

Dudek's proposal was comprehensive, provided amplifying information, addressed all the RFP requirements, listed the appropriate staffing with specific expertise for the project, provided insight into some potential improvement design solutions for the project, included a task to perform an aerial topographic survey of the project area to provide a more accurate topographic base for the project's hydrology and hydraulic analysis, and included habitat restoration and wetland mitigation site design work for onsite and offsite mitigation/revegetation areas.

Three of the four firms' proposal costs were reviewed and appeared to be consistent with costs associated with past work of similar nature. One firm, ECORP, provided a cost proposal that was significantly less than the other three firms.

However, ECORP's cost proposal was for a scope of services that omitted some City requirements. ECORP'S proposal was not comprehensive, did not include habitat restoration and wetland mitigation site design work for onsite and offsite mitigation and revegetation areas, which is necessary for permit processing, did not provide any potential improvement design approaches, did not include a Landscape Architect as part of the design team which is important in the mitigation/revegetation process, and assumed City-provided GIS-based topographic maps to be adequate in conducting a hydrology and hydraulic analysis for the project. The City's GIS-based topographic maps are not sufficiently accurate to base a design from, and are meant to solely be used as reference maps.

To better facilitate the investigative, permitting, and design portions of the project, the project will be separated into two phases. Each phase of the project will have a phase-specific professional services agreement contract prepared and will be executed with the same consultant.

The first phase of the project will focus on the hydraulic analysis of the channel, environmental investigation of the project area, the regulatory permitting process, and environmental approval on a Mitigated Negative Declaration document. The second phase of the project will involve the development of the improvement plans and preparation of the construction documents. After the improvement plans and construction documents are complete and all the required permits are acquired, the project will go out to bid.

Phase I: In order to address and resolve the deteriorating conditions within the channel, a hydraulic analysis and environmental investigation will be required. The hydraulic analysis will consist of a hydrology study and hydraulic study. The environmental investigation process will consist of a cultural resources investigation, performance of biological surveys, preparation of a California Environmental Quality Act (CEQA) Initial Study (IS) checklist, and coordination with state, federal, and local agencies.

Once the hydraulic analysis and environmental investigation are completed, a design feasibility study will be prepared. The study will provide improvement design and environmental options to resolve the issues within Loma Alta Creek and along North Avenue.

After the design feasibility study is completed and an initial study is prepared, meetings with the regulatory agencies will be conducted to discuss design alternatives, CEQA processing, and regulatory permitting approval requirements. After reaching an agreement with the regulatory agencies for the improvement design and permitting requirements for the project, staff will initiate the regulatory permitting process and begin processing the Mitigated Negative Declaration document to satisfy CEQA requirements.

Phase II: This phase of the project will involve the development and preparation of construction documents in accordance with regulatory agency permit requirements. After the improvement plans and construction documents are complete and all the required permits are acquired, the project will go out to bid.

Prior to finding a viable solution to protect North Avenue and the existing drainage infrastructure from erosion, all required environmental permits and agency approvals for the project will need to be obtained. These tasks can potentially take as long as one year, which exposes the project to additional erosion.

Therefore, staff recommends approval of the Professional Services Agreement with Dudek in order to begin finding a solution to the ongoing channel erosion occurring within this segment of Loma Alta Creek and to preserve the structural integrity of North Avenue.

FISCAL IMPACT

Funding usage within this drainage basin district is strictly for improving, repairing, or developing drainage infrastructure within this area.

Funding in the amount of \$310,000 for the North Avenue Channel Protection project (905117300522) has been previously budgeted in the Loma Alta Creek DD2/Zone 2B Fund 522 for FY11-12. The not-to-exceed amount for Phase 1 of the project is \$212,920; therefore sufficient funds are available in the current budget. Funds will be moved between line items as below, and the expenditure account will be 905117300522.5305.10400.

Project	Amounts	Business Unit/Object Code
Current Budget		
Professional Services	\$110,000	905117300522.5305.10400
Infrastructure	\$200,000	905117300522.5703.10600
Total Now	\$310,000	
After Changes		
Professional Services	\$250,000	905117300522.5305.10400
Infrastructure	\$60,000	905117300522.5703.10600
New Totals	\$310,000	

INSURANCE REQUIREMENTS

The City's standard insurance requirements will 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

Staff recommends that the City Council approve a professional services agreement with Dudek of Encinitas in the amount of \$212,920 for the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project, located within Loma Alta Creek and along North Avenue, and authorize the City Manager to execute the agreement.

PREPARED BY:



 Paul J. Pham
 Assistant Engineer

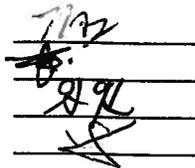
SUBMITTED BY:



 Peter A. Weiss
 City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
 George Buell, Development Services Director
 for Scott O. Smith, City Engineer
 Teri Ferro, Financial Services Director

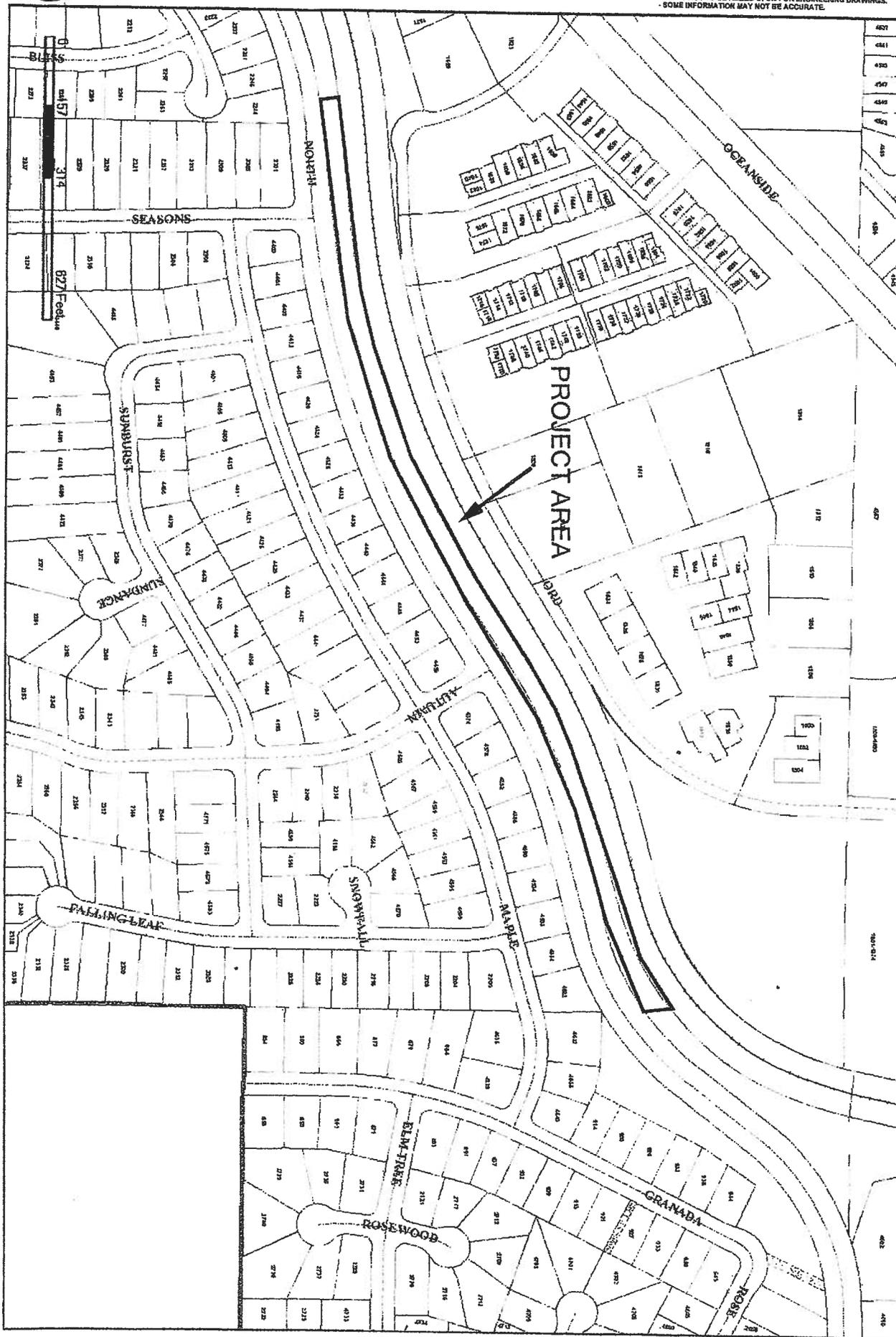


Attachment A – Project Area
 Attachment B – Proposal Results



NORTH AVENUE CHANNEL PROTECTION PROJECT AREA

- SOURCE: MERRICK 2006 ORTHOPHOTO AND CONTOURS
- THIS MAP PREPARED SOLELY FOR ILLUSTRATION PURPOSE
AND IS NOT TO BE RELIED UPON FOR ENGINEERING DRAWINGS.
- SOME INFORMATION MAY NOT BE ACCURATE.



Attachment B – Proposal Results

<i>COMPANY</i>	<i>CITY</i>	<i>CUMMULATIVE RATING</i>	<i>PROPOSAL AMOUNT</i>
Dudek	Encinitas	229	\$212,920
ECORP Consulting	San Diego	224	\$108,500
HDR Engineering	San Diego	223	\$247,701
URS	San Diego	217	\$208,000

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, ECORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30	27	22	25	23
A. Specialized expertise of members					
B. Adequacy of staff and resources.					
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20	16	16	17	15
A. Comparable work (local area preferred).					
B. Proposal submitted by Oceanside firm.					
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.					
III. ABILITY TO PROVIDE SERVICES:	10	8	6	8	8
A. Ability to complete job on time.					
IV. QUALITY OF PROPOSAL:	20	18	14	19	17
A. Satisfactorily address all objectives.					
B. Provide additional amplifying information.					
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:	10	2	10	6	10
A. No work in past 12 months.					
B. Work in past 12 months - ** Deductions based on contract, see below					
VI. PRICE:	10	9	10	7	8
A. Overall cost.					
TOTALS:	100	79	78	82	79

Rated By:

1 HDR

2 DUDEK

3 URS

4 ECORP

5 _____

Name:

PAUL PHAM

Title:

ASST. ENG.

Date:

7/27/11

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, ECORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
A. Specialized expertise of members	30				
B. Adequacy of staff and resources.		23	19	20	20
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
A. Comparable work (local area preferred).	20				
B. Proposal submitted by Oceanside firm.		18	15	15	14
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.					
III. ABILITY TO PROVIDE SERVICES:					
A. Ability to complete job on time.	10				
IV. QUALITY OF PROPOSAL:					
A. Satisfactorily address all objectives.	20				
B. Provide additional amplifying information.		9	7	7	6
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:					
A. No work in past 12 months.	10				
B. Work in past 12 months - ** Deductions based on contract, see below		2	10	6	10
VI. PRICE:					
A. Overall cost.	10				
		8	9	6	8
TOTALS:	100	77	75	69	72

Ranking:

- 1 DUDEK
- 2 ECORP
- 3 URS
- 4 HDR
- 5 _____

Rated By:

Name: ABRAHAM CHEN
 Title: ASSOCIATE ENG
 Date: 7/19/2011

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, EORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
	30				
A. Specialized expertise of members		29	20	27	25
B. Adequacy of staff and resources.					
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
	20				
A. Comparable work (local area preferred).		5	3	6	5
B. Proposal submitted by Oceanside firm.					
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.					
III. ABILITY TO PROVIDE SERVICES:					
	10				
A. Ability to complete job on time.		10	6	8	7
IV. QUALITY OF PROPOSAL:					
	20				
A. Satisfactorily address all objectives.		19	16	19	11
B. Provide additional amplifying information.					
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:					
	10				
A. No work in past 12 months.		2	10	6	10
B. Work in past 12 months - ** Deductions based on contract, see below		"	"	"	"
VI. PRICE:					
	10				
A. Overall cost.		0	10	6	0
TOTALS:		100	71	72	66

Rated By:

- Ranking:
- 1 DUDEK
 - 2 HDR
 - 3 ECORP
 - 4 URS
 - 5 _____

Name:

NATHAN MERTZ

Title:

PARKS DEVELOPMENT MANAGER

Date:

7/26/11

** Deductions: Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: NORTH AVENUE CHANNEL PROTECTION PROJECT –
ACCOUNT NUMBER: 905117300522**

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Dudek, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Conduct all hydraulic studies and environmental tasks required for the North Avenue Channel Protection project. A more detailed Scope of Service for the project, as defined by Consultant (dated September 26, 2011) is attached hereto as Exhibit "A" and made a part hereto.
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.

**North Avenue Channel Protection Project
905117300522**

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

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

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

**North Avenue Channel Protection Project
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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 and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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

**North Avenue Channel Protection Project
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or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, 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 \$212,920.00.

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

North Avenue Channel Protection Project
905117300522

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

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

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

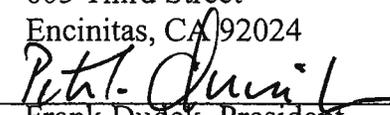
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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

**North Avenue Channel Protection Project
905117300522**

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.

DUDEK 605 Third Street Encinitas, CA 92024	CITY OF OCEANSIDE 300 North Coast Highway Oceanside, CA 92054
By: <u></u> Frank Dudek, President PETER T. QUINLAN, VICE PRESIDENT	By: _____ City Manager
Date: <u>18 AUG 2011</u>	Date: _____

By: <u></u> Dave Carter, CFO	APPROVED AS TO FORM: <u></u> Barbara Hamilton, ASST. City Attorney
Date: <u>8-18-2011</u>	

95-3873865
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

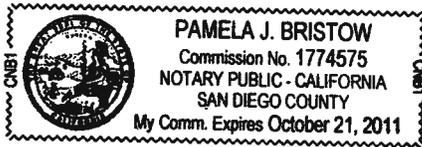
State of California

County of San Diego }

On AUG. 18, 2011 before me, PAMELA J. BRISTOW, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Peter Thomas Quinlan
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

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: Agreement w/ City of Oceanside

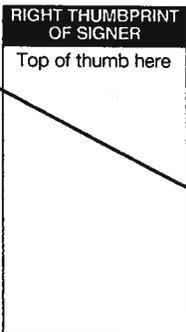
Document Date: Aug 18, 2011 Number of Pages: 7

Signer(s) Other Than Named Above: DAVID CARTER

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

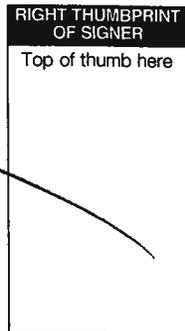
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

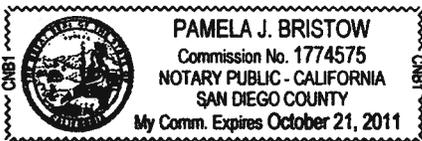
On Aug 18, 2011 before me, PAMELA J. BRISTOW, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DAVID WILSON CARTER
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: Pamela Bristow
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: Agreement w/ City of Ocean Side

Document Date: Aug 18, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: Peter Quinlan

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

PROJECT APPROACH AND SCOPE OF WORK

The Dudek team has outlined our approach and scope of work to provide the following seven services:

- Meetings
- Hydrology Study
- Hydraulic Study
- Design Feasibility Study
- Resource Agency Permitting
- Cultural Resources Investigation
- CEQA Document/Processing

Each item has been further outlined below.

Task 1: Meetings

Dudek will begin the project through the initiation of a pre-design kick-off meeting with City staff. This meeting will include an in-office meeting with City staff to review project technical requirements and goals, design criteria, etc., and establish team roles, the communication process, contract management, and additional administrative tasks. Following the in-office meeting, Dudek will facilitate a field meeting with key members of the Dudek team, City staff, and regulatory agency representatives (including NCTD representation).

Dudek will continue to meet with City staff during the development of the Design Feasibility Study (DFS) and CEQA compliance and permitting process. Dudek specifically requests a meeting at the onset of the DFS phase of the project, at the submittal of the draft DFS, and prior to onset of the permitting phase of the project. For budgeting purposes, a total of 6 additional team meetings (beyond those referenced in tasks below) are anticipated throughout the life of the project. It is assumed that each meeting would necessitate 4 hours (1 hour to prepare, 1 hour of travel, and 2 hours for the meeting) for the overall project manager, Chuck Greely, and key technical staff.

Task 2: Hydrology Study

Analyzing the contributing hydrologic watershed to the channel will be an important first step to determining the appropriate mitigation options to prevent ongoing erosion problems. Dudek understand that a CLOMAR/LOMAR process has been initiated on behalf of NCTD by Rick Engineering. Dudek will request the current data associated with the FEMA applications and review for applicability with the North Avenue Channel Protection Project. If the information provided by Rick Engineering is deemed adequate and technically valid for the project area, Dudek will utilize the hydrologic data for future hydraulic profile analysis of the project area. Should the info be deemed insufficient, Dudek will need to perform an independent hydrologic study for the project area.

Should an independent hydrology study be warranted, Dudek will begin this phase of the project by delineating the basin utilizing topographic digital elevation model (DEM) data downloaded from the U.S. Geological Survey (USGS). The DEM data will be used to delineate the boundary limits of the tributary drainage area and will provide guidance for use of the appropriate methodology for further hydrologic analysis.

Based on the contributing watershed characteristics, Dudek will perform a hydrologic analysis of the basin utilizing the modified rational method, the Natural Resources Conservation Service (NRCS) method, or combined methodology based on the requirements of the San Diego County Hydrology Manual.

Existing hydrology studies, including any City-prepared master drainage plans, will be requested at the onset of the project. This information will be used to confirm the hydrology analysis process by providing independent review of findings while also providing critical information for the analysis including land use and dominant soil type to be factored into the analysis. If limited or inconsistent data is discovered, Dudek will use GIS database information to determine land use and soil characteristics for the analysis.

Dudek's deliverable for this task will be a technical memorandum outlining the analysis methodology used, watershed characteristics, and hydrologic profile results including hydrographs and peak runoff values for various return frequency storm events. The controlling runoff rate to be used for hydraulic profiles and design feasibility studies will be identified in the summary section of the memorandum. Deliverables will include a total of 5 hard copies and a digital version of the TM in Microsoft Word format.

Task 3: Hydraulic Study

In order to provide accurate hydraulic profiles for both the existing condition of the channel as well as the proposed alternatives, Dudek will contract with Nolte to perform aerial topographic surveying for the project area. This effort will result in 1-foot interval contours and 25-foot cross-sectional details for the channel for hydraulic modeling purposes. In addition to providing substantially improved accuracy for the hydraulic analysis (1-foot contours versus 2–5-foot contours typically available from GIS database), the topo survey will serve as the basemap for preliminary engineering plan preparation and can be utilized by the City for preparation of final improvement plans. At the completion of the project, the basemap and topographic data will be delivered to the City in digital, AutoCAD format for future use, and will include record property line, right-of-way, and easements information. The vertical datum and control for the survey will be coincident with control used for other City projects to assure integration with existing and future projects.

Once the topographic information has been incorporated in the project basemap, Dudek will utilize this information to prepare a baseline hydraulic profile for the channel. The profile will utilize the hydrologic data analyzed in Task 2, and will include a HEC-RAS analysis of the channel. Dudek will review the previously discussed information related to the NCTD LOMAR application for applicability to the hydraulic analysis for the project area. Any relevant information will be utilized to reduce work load required for the hydraulic analysis study. The existing condition HEC-RAS analysis will provide critical baseline information, including anticipated water surface elevations, velocity profiles, and HGL profiles for the channel for later use in evaluating proposed erosion control measures.

Once the baseline hydraulic data has been established for the channel, the proposed alternatives (identified and evaluated in Task 3) will each be modeled independently to calculate the hydraulic impacts to the channel. The hydraulic analysis for each alternative will conform to the requirements of the City of Oceanside's Engineer's Design Manual and Process Manual as well as the San Diego County Drainage Design Manual. Each alternative will be modeled similarly to the baseline model (using HEC-RAS) and will incorporate any changes in plan or profile of the channel from the design alternative. The proposed system HEC-RAS analysis will provide water surface elevations, velocity profiles, and HGL profiles for the channel for comparison to the baseline results and for use in evaluating the alternatives for additional design (i.e., tractive force analysis for rip-rap) and feasibility in the DFS.

Results of the hydraulic analysis will be incorporated into the DFS as the evaluation will be an important consideration in the selection of a recommended design alternative.

Task 4: Design Feasibility Study

Using information gathered and analysis performed during the hydrology and hydraulics study phase of the project, Dudek will prepare a DFS that will address the issues affecting the project area. These issues may or may not include such items as:

- Hydraulic limitations of the existing channel (i.e., areas of hydraulic capacity leading to increased flow velocity and higher erosive potential)
- Existing structures within the channel – foundation scour potential and avoidance
- Environmental impacts (construction and permanent)
- Impacts to the surrounding community (focused on construction phase)
- Potential impacts to existing utilities (from field observations, final utility conflict avoidance will be determined in future final design phase)
- Effectiveness of proposed embankment erosion control measures and foundation scour protection devices.

Dudek will evaluate each of these key factors for a minimum of three (3) design alternatives for improvements within the project area. Potential improvements that could be evaluated will be discussed during the progression of the project, but may include installation of structural measures (i.e., rip-rap, concrete lining, etc.), natural control measures (i.e., vegetative cover enhancements), flow capacity enhancements (to slow velocity) with energy dissipation structures, even the potential for bypass (or storm drain piping) for a portion of the flow may be considered. In addition to the factors mentioned above, criteria for evaluation in the DFS will include constructability, anticipated construction costs and schedule, anticipated maintenance requirements, and regulatory requirements.

Each design alternative will be discussed for potential advantages or disadvantages, and a preliminary engineering plan and profile will be prepared for the design solutions determined to be “feasible” during the course of DFS preparation. Preliminary plans will be prepared in accordance with City standards and will serve as a template and design guidance for the preparation of final improvements plans. The DFS will include a discussion of each alternative preliminary engineering plan, and a recommendation will be made for the preferred alternative for future final design and implementation.

Once Dudek has completed the draft DFS, our Project Manager and key technical staff will meet with representatives from the City to discuss the study, methodology, and recommendations. Once the City has completed review and given approval of the recommended alternative, Dudek will prepare a Final DFS that will be stamped and signed by a registered professional civil engineer. This Final DFS shall serve as the basis of future resource agency coordination and permitting activities discussed in the following tasks. Deliverables for this task will include three copies of the draft DFS at each submittal, and five hard copies of the final DFS along with a digital version.

Task 5: Wetlands Permitting

Dudek biologists will prepare and process applications to the ACOE, CDFG, and RWQCB for impacts to jurisdictional wetlands associated with the project alternative ultimately selected by the City. Note: Dudek biologists were previously engaged by the City to conduct biological resource surveys and prepare a

biological resources technical report. This document will be used by Dudek for both the jurisdictional permitting and the CEQA document described in Task 7 of this scope of work.

ACOE Section 404 Nationwide Permits (NWP)s are issued for various categories of projects with minimal impacts (typically less than 0.5 acre) to waters of the U.S., including wetlands. Regional General Permits (RGPs) are available for more specific types of projects that may be unique to a particular ACOE regional district. For example, RGP 63 provides Emergency Authorization for projects with impacts to waters of the U.S., including wetlands, in Arizona and California but is restricted to situations of imminent threat to life or property. For projects that do not qualify for an NWP (i.e., impacts greater than 0.5 acre) or RGP, an Individual Permit must be obtained. Obtaining an Individual Permit involves a lengthier and more involved regulatory process, including the completion of a Section 404(b)(1) alternatives analysis, the identification of the Least Environmentally Damaging Project Alternative (LEDPA), and additional public review. In general, the cost of processing an Individual Permit is often at least double the cost of preparing an NWP, while processing times for an Individual Permit can also be twice as long. Dudek biologists will provide input and guidance throughout the engineering design phase to facilitate the identification of project alternatives that qualify for Section 404 compliance through the NWP program. Based on the goals of the proposed channel protection, the project appears best suited to qualify for NWP 13 (Bank Stabilization). NWP 13 authorizes activities (i.e., jurisdictional impacts) up to 500 feet in length, and that do not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark, unless waived in writing by the District Engineer. Although the overall length of the project is approximately 0.5 mile, the 500-foot limit under NWP 13 applies only to new structures or other proposed impacts that are located within the limits of ACOE jurisdiction (i.e., below the plane of the ordinary high water mark). These limitations would allow for modification of existing or installation of new outfall structures within the channel, as well as the strategic use of various design treatments (i.e. riprap, turf block, etc.) at targeted locations within and along the creek to achieve the desired channel protection goals. Design treatments involving re-contouring the channel and planting with native wetlands vegetation would not count towards the 500-foot limit under NWP 13, provided the extent of jurisdictional area is not reduced as a result.

Although NWP 13 appears the best fit for the proposed channel protection project at this time, a final determination regarding the applicability of NWP 13 or other potential NWPs cannot be made until a proposed project and/or alternatives are sufficiently described for impacts to jurisdictional areas to be estimated. If the development of project alternatives that meet the requirements of the NWP program is not possible, the City will be required to obtain an Individual Permit from ACOE. For the purposes of this proposal, it is assumed that the project alternative ultimately selected by the City will qualify for the NWP program.

Should the project qualify for the NWP program, Dudek will complete and submit a Pre- Construction Notification to the ACOE in compliance with the NWP program, pursuant to Section 404 of the federal Clean Water Act. The application will include the following information: a detailed project description; a discussion of avoidance and minimization of impacts; a wetlands delineation; a draft conceptual wetlands mitigation and monitoring plan; all associated figures (e.g., vicinity maps, project site map, construction/grading cross-sections, mitigation area), and copies of the wetlands permit applications submitted to RWQCB and CDFG. Dudek will also forward a copy of the Section 401 Water Quality Certification from RWQCB once it is received. Dudek will coordinate with ACOE following submission of the application; this will include one meeting with ACOE staff at the site.

CDFG Section 1602 Streambed Alteration Agreement Dudek will submit to the CDFG an application for a Section 1602 Streambed Alteration Agreement in accordance with the California Fish and Game Code. The application will include the following information: a detailed project description; a discussion of avoidance and minimization of impacts; a wetlands delineation; a draft conceptual wetlands

mitigation and monitoring plan (see Optional Tasks below); all associated figures (e.g., vicinity maps, project site map, construction/grading cross-sections, mitigation area), and copies of the wetlands permit applications submitted to ACOE and RWQCB. Dudek will coordinate with CDFG following submission of the application; this will include one field meeting with CDFG staff.

RWQCB Section 401 Water Quality Certification Dudek will complete and submit an application for a Section 401 Water Quality Certification to the RWQCB in accordance with Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act. This application will include the following information: a detailed project description; a discussion of avoidance and minimization of impacts; a wetlands delineation; a discussion of beneficial uses, functions and values, and a consistency determination with Basin Plan objectives; a draft conceptual wetlands mitigation and monitoring plan (see Optional Tasks below); all associated figures (e.g., vicinity maps, project site map, engineering cross-sections, mitigation area), and copies of the wetlands permit applications submitted to the ACOE and the CDFG. Dudek will coordinate with the RWQCB following submission of the application; this will include one field meeting with RWQCB staff.

Wetland Mitigation/Revegetation Design and Conceptual Wetlands Mitigation and Monitoring Plan This task includes up to 20 hours of staff time to research and identify potential mitigation opportunities within the City of Oceanside. Because identifying and evaluating potential mitigation opportunities is dependent upon project impacts and other variables that cannot be anticipated at this time, the time ultimately required to identify suitable mitigation for project impacts may be more or less than proposed in this task. However, because a detailed description of the mitigation proposed for impacts to jurisdictional wetlands is required as part of the permitting process, this task includes the preparation of a Conceptual Wetlands Mitigation and Monitoring Plan for submittal with permit applications to ACOE, CDFG and RWQCB.

Dudek will provide habitat restoration and wetland mitigation site design work for on-site and off-site mitigation/revegetation areas needed to compensate for the impacts to wetlands from the project. This work includes investigating one off-site wetland mitigation site within the City of Oceanside. Dudek will attend one site meeting and two meetings with City staff to discuss mitigation options and proposed mitigation/revegetation strategies.

The conceptual plan will be prepared as a stand-alone document summarizing existing site conditions, the proposed project, proposed mitigation/revegetation strategies; as well as the proposed implementation, maintenance and monitoring programs. The conceptual plan will be submitted as part of the permit application process and will be prepared in accordance with the requirements of ACOE, RWQCB and CDFG. The conceptual plan will consist of written text, with supportive maps and graphics that will adequately explain and outline the proposed channel protection improvements and mitigation/revegetation program. The plan will describe specific methods for habitat restoration/revegetation, including wetland creation and enhancement, transitional upland revegetation if required, associated wetland grading, proposed planting and irrigation installation methods, maintenance requirements, performance criteria and specific guidelines for the maintenance and monitoring of the on-site and off-site mitigation programs.

This task will address revegetation/enhancement opportunities associated with on-site channel protection improvements in Loma Alta Creek, as well as assumed off-site mitigation for wetland creation and enhancement acreage at a yet to be determined location within the City of Oceanside. This work does not include the identification of, or planning for, additional off-site revegetation or mitigation locations if they become necessary. As described above, this task includes up to 20 hours of staff time, one site meeting and two meetings with City staff to review potential off-site mitigation opportunities, and investigating one off-site mitigation location. If, however, investigation of additional off-site locations becomes necessary, then this work would be handled as an additional service to the contract.

The conceptual plan will be prepared under the direction a Dudek registered landscape architect/habitat restoration specialist. Dudek will process the plan for review and approval by the City and the resource agencies. Final copies of the approved conceptual plan will be provided to the City and the agencies.

Not included in Task 5 is the preparation and processing of an Individual Permit with the ACOE; the processing of a Section 7 consultation with the USFWS; the preparation of construction drawings and specifications for the mitigation site; or the attendance at meetings beyond what is specified in this task. In the event that the proposed project would result in impacts to a federally listed species (i.e., least Bell's vireo or thread-leaved brodiaea), and because the City's Draft Subarea Plan currently does not provide Take Authorization for impacts to listed species, additional coordination would be required to process a Section 7 consultation with USFWS. However, the processing of a Section 7 permit is included below in Optional Task 8 for your review and use, should it become necessary.

Deliverables: Dudek's deliverables for this task will include hard copies (up to three) and digital versions of the following:

- Pre-Construction Notification to ACOE for a Section 404 Nationwide Permit
- Notification to CDFG for a Section 1602 Streambed Alteration Agreement
- Application to RWQCB for a Section 401 Water Quality Certification
- Conceptual Wetlands Mitigation and Monitoring Plan

Task 6: Cultural Resources Investigation

Dudek archaeologists will obtain baseline archaeological data within the project study area and vicinity from the South Coastal Archaeological Information Center, San Diego State University. The archaeological records search will provide a list of all previously completed investigations and recorded sites within and a 0.5-mile distance extending from the study area. Upon receipt of this information, Dudek archaeologists will analyze the records search data to determine whether all the potential for existing cultural resources within project component areas has been adequately assessed. This review will include the following: determination if project improvement areas have been systematically surveyed for the presence of archaeological resources over 50 years old; the adequacy of those previous technical report data gathering techniques relative to contemporary, professional standards; and the extent to which existing development may have disturbed the context and integrity of soils, thereby obviating the need for additional archaeological studies. The result of the review of records search data review will present the extent of all previous investigations and any recorded archaeological sites within the project area. Dudek archaeologists will identify any data gaps in the adequacy of the baseline archaeological data, and provide recommendations to address full compliance with CEQA Guidelines for cultural resource assessment.

Dudek assumes that the entire project area has not been subject of a previous archaeological investigation, and therefore includes in this proposal a field survey of the Loma Alta Creek channel and banks where improvements would occur. We assume that no new archaeological resources will be identified during fieldwork. If an archaeological resource is located, Dudek will notify the City of Oceanside and determine what additional effort is required to accurately map the site relative to proposed improvements. Archaeologists will determine the preliminary assessment of California Register of Historic Resources eligibility based on surface archaeological site data.

Dudek archaeologists will request a search of the California Native American Heritage Commission (NAHC) Sacred Land File, and identify contemporary Native Americans who have may have knowledge of cultural resources in the project area. No correspondence with these individuals is proposed at this time, though Dudek archaeologists can commence this consultation if requested by the City of Oceanside.

Dudek assumes that the concrete headwalls and drainage pipes in the channel do not constitute a potential historic-period resource, though portions may be over 50 years in age. These resources do not satisfy CEQA Guidelines Section 15064.5 significance criteria for historic resources because:

- They are not associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- They do not embody distinct characteristics of a type, period, region, or method of construction, or represent the work of an important creative individual, or possess high artistic values;
- They are not associated with the lives of persons important in our past; or
- They have not yielded, or may be likely to yield, information important in history.

The impact assessment will address the potential for temporary and permanent impacts including equipment staging and excavation to encounter and disturb recorded and unknown, potentially intact cultural resources. The resulting cultural resources technical report will summarize background research, impacts, and mitigation measures.

Task 7: CEQA Process

Task 7a: Preparation of CEQA IS Checklist

Implementation of the proposed improvements to Loma Alta Creek is considered a discretionary project under CEQA and, therefore, preparation of an environmental document will be required. Dudek will fill out the City of Oceanside's CEQA IS checklist, which will serve as the basis for the eventual CEQA document (assumed to be an MND). The effort will include a detailed project description, which will provide a description of the 0.5-mile earthen storm drain segment, which is eroding the earthen embankment and undermining the existing concrete headwalls. A detailed description of design features incorporated into project design will be provided in the project description and will be used as the basis for the environmental assessment. All environmental issues will be addressed in the CEQA checklist. We anticipate that the following issues will be of primary importance:

Air Quality. The air quality section will include a brief description of local and regional climate, meteorology and topography, and air quality conditions and recent trends in the San Diego Air Basin and project area. Additionally, the discussion will include a description of applicable federal, state and local air quality policies, regulations, and standards. Dudek will estimate emissions associated with the construction phase of the proposed project using the URBEMIS2007 (URBan EMISsions) land use and air emissions model. The emission estimates will utilize default values in the URBEMIS2007. Dudek will then evaluate the significance of the construction emissions based on significance thresholds utilized by the City of Oceanside. We assume that the project would result in little, if any, mobile, stationary, or area source emissions associated with operation of the project.

Biological Resources. The potential biological impacts associated with armoring the creek will be addressed in the biological technical report and summarized in the IS. Key biological resource issues are anticipated to be endangered species (least Bell's vireo), wetlands/waters of the United States and nesting birds.

Cultural Resources. This portion of the MND will be based on the analysis conducted in the Cultural Resources Technical Report (see Task 6).

Hydrology and Water Quality. Based on the hydrology and hydraulic reports prepared under Tasks 2 and 3 above, Dudek will address existing drainage and hydrology concerns related to the proposed channel improvements.

Green House Gasses. The IS will also include an assessment of the project in relation to its greenhouse gas (GHG) emissions and the potential contribution to impacts on global climate change. This section of the IS will include a brief description of global climate change, summarizing the scientific and fundamentals and emission inventories at the global, national, state, and local levels. It will also include a summary of the key federal, state, and local regulatory actions as the regulatory setting for this topic. Dudek will calculate the proposed GHG emissions associated with construction of the project using URBEMIS2007 and other tools Dudek staff have developed. As with criteria pollutant emissions, the project is not expected to result in any operational GHG emissions.

Once the IS checklist has been completed, copies will be distributed to City staff. This scope of work assumes a single round of review and incorporation of associated comments.

Task 7b: Mitigated Negative Declaration

Dudek assumes the appropriate CEQA document for the project will be an MND. Dudek will use Oceanside's IS prepared under Task 7a, above, to prepare the MND. The content of the MND will be presented as follows:

- Cover Sheet
- Table of Contents
- Section 1.0 Introduction
- Section 2.0 Project Description
- Section 3.0 Findings
- Section 4.0 Environmental Checklist
- Section 5.0 Discussion of Environmental Impacts
- Section 6.0 References
- Section 7.0 List of Preparers.

A general knowledge of the area, research, along with review of the Biological Technical Report, Archeological Report, Hydrology and Water Quality Report will serve as a basis for the environmental impact analysis in the MND. Dudek assumes the attendance of up to four (4) meetings in relation to this task.

Task 7c: CEQA Document Processing

Dudek will provide two copies of the First Screencheck Draft MND to the City for review. Dudek assumes that screencheck reviews by NCTD or other affected jurisdictions will not be required for this project. Dudek will revise the Screencheck Draft MND based on comments received from the City and prepare the document for public review.

Dudek will prepare final copies of the Draft MND and appendices for public review. Dudek will prepare the public notice for the MND and the public review distribution list. Dudek assumes that the City will provide the list of adjacent and affected property owners. For budgeting purposes, Dudek anticipates a total of 20 copies necessary for public review.

Following public review, Dudek will prepare draft responses to all comments received during the public review period. Draft responses will be submitted to the City for review and comment. Dudek will incorporate comments into the Final MND. For budgeting purposes, preparation of responses to a maximum of 20 individual comments has been assumed. (A single letter may contain numerous individual comments).

Dudek will prepare up to 15 copies of the Final MND for distribution by the City. Dudek will prepare a Mitigation, Monitoring and Reporting Program (MMRP) once the response to comments has been completed. The MMRP will be designed to ensure that all potentially significant impacts have the appropriate mitigation measures in place and that potential impacts remain at levels below significance. Dudek assumes the attendance of one (1) meeting in relation to this task.

OPTIONAL TASKS

Task 8: Section 7 Endangered Species Act Permitting

Based on the results of a focused survey for special-status plants conducted by Dudek in May 2011, the federally listed endangered thread-leaved brodiaea was not found to occur in the project area. In addition, seven of the eight focused survey visits that have been completed to date for least Bell's vireo have been negative. Although one survey visit remains to be completed, based on the results of the surveys to date, it is unlikely that least Bell's vireo is present in the project area and a Section 7 consultation is not likely to be necessary. If necessary, however, Section 7 Endangered Species Act permitting process could be provided as described below.

A Section 7 consultation may be required if impacts to waters of the U.S., including wetlands, are anticipated and potential impacts to federally listed threatened or endangered species could occur (i.e., least Bell's vireo or thread-leaved brodiaea). The need for a Section 7 with USFWS would be determined through discussions with ACOE following the initial submittal of the Section 404 application. Under this optional task, Dudek would prepare a draft Biological Assessment to support a Section 7 consultation between the ACOE and the USFWS. If necessary, the draft Biological Assessment will be prepared consistent with the standards and guidelines of ACOE documentation. Graphics will be prepared to depict the locations of federally-listed species and habitat and impacts associated with the proposed project. A draft Biological Assessment will be provided to the City prior to preparation of the final document.

COST ESTIMATE

Dudek has prepared the following cost estimate. Task 2 is largely dependent on the anticipated permit processing time which is unknown at the time of proposal preparation. Our cost estimate is predicated on the assumptions listed throughout this proposal.

Task	Cost Estimate
1. Meetings	\$18,040
2. Hydrology Report	\$19,160
3. Hydraulic Analysis	\$51,690
4. Design Feasibility Study	\$43,060
5. Wetlands Permitting	\$38,370
6. Cultural Resource Investigation	\$6,140
7. CEQA Document	—
7a. Initial Study	\$14,040
7b. Mitigated Negative Declaration	\$11,280
7c. CEQA Document Processing	\$11,140
TOTAL	\$212,920
8. Section 7 ESA Permitting (Optional)	\$12,500

Our services are billed on a time-and-materials basis in accordance with our 2011 Standard Schedule of Charges