



DATE: April 16, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR THE FIRST PHASE OF THE PILGRIM CREEK VECTOR HABITAT REMEDIATION PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Irvine in the amount of \$191,955 to produce a hydrologic/hydraulic study, design feasibility study and applicable environmental technical studies for the First Phase of the Pilgrim Creek Vector Habitat Remediation Project, and authorize the City Manager to execute the agreement.

BACKGROUND

The County of San Diego Department of Environmental Health (DEH), Community Health Division's Vector Control Program has created a Vector Habitat Remediation Program (VHRP) to further reduce and/or eliminate mosquito breeding sources in established wetlands, flood facilities, effluent treatment ponds, and stormwater treatment facilities.

The goal of the VHRP is to fund projects that eliminate or reduce mosquito-breeding habitat to protect human populations and animals from mosquito-borne diseases with the need to balance water quality, biological, aesthetic and hydrologic values.

On April 15, 2012, staff prepared and submitted a grant application to the San Diego County Health Department for the Pilgrim Creek Vector Habitat Remediation Project located within Oceanside Golf Course at 825 Douglas Drive.

On August 27, 2012, the City received notification that the grant would be awarded to the City.

On November 7, 2012, the City Council accepted funds in the amount of \$500,000 from the County of San Diego Vector Habitat Remediation Program awarded to the City of Oceanside for the Pilgrim Creek Vector Habitat Remediation Project, and appropriated these funds to the Development Services Department.

The grant activities for the appropriated funds will be conducted in two phases. The First Phase of the project will produce a hydrologic/ hydraulic study, a design feasibility study, and applicable environmental technical studies. The Second Phase of the project will include the CEQA review and approval process, Regulatory Agency permitting, final engineering and the preparation of a Habitat Management and Maintenance Plan.

ANALYSIS

On December 3, 2013, the City of Oceanside solicited proposals from a Consultant firm/team to produce a hydrologic/ hydraulic study, a design feasibility study, and applicable environmental technical studies for the First Phase of the Pilgrim Creek Vector Habitat Remediation Project (Exhibit A).

On January 9, 2014, six firms submitted proposals. Engineering staff reviewed the proposals and evaluated the specialized expertise of their members, the adequacy of their staff, comparable work they have performed, their ability to complete the job on time, and the overall quality of their proposals. Staff then selected the most qualified firm based upon the proposal rating process results (Exhibit B). Staff recommends RBF Consulting as the best candidate to complete the First Phase of the project.

FISCAL IMPACT

The proposed contract amount with RBF Consulting is \$191,955. A \$500,000 grant has been accepted and appropriated by the City to the Pilgrim Creek Vector Remediation Project (836128600272) which has an approximate balance of \$487,000. Sufficient grant funds are available and there is no match requirement. The total contract amount of \$191,955 will be budgeted to 836128600272.5305 to expend the funds.

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 RBF Consulting of Irvine in the amount of \$191,955 to produce a hydrologic/hydraulic study, design feasibility study and applicable environmental technical studies for the First Phase of the Pilgrim Creek Vector Habitat Remediation Project, and authorize the City Manager to execute the agreement.

PREPARED BY:



Gary Smith
Associate Engineer

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

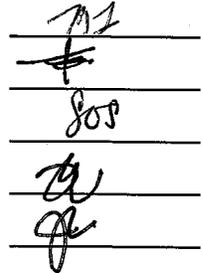
Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Doug Eddow, Real Estate Manager

James R. Riley, Financial Services Director



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: FIRST PHASE OF THE PILGRIM CREEK VECTOR HABITAT
REMEDIAION PROJECT - 836128600272**

THIS AGREEMENT, dated _____, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RBF CONSULTING, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Produce a hydrologic/hydraulic study, design feasibility study and applicable environmental studies for the First Phase of the Pilgrim Creek Vector Habitat Remediation Project. A more detailed scope of work for the project, as defined by the Consultant, dated February 14, 2014, 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.

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4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

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

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- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 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 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, 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.

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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 (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, 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 CONSULTANT'S participation in this project.

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8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$191,955.00. The cost estimate, as defined by the Consultant, is attached hereto as Exhibit 'B' and made a part hereto.

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 per the schedule, as defined by the Consultant, attached hereto as Exhibit 'C' and made a part hereto.
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.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to

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and including the date of termination.

14. **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.

RBF CONSULTING

CITY OF OCEANSIDE

By: Richard B. Beck
Richard B. Beck, Vice President

By: _____
City Manager

Date: February 26, 2014

Date: _____

95-2247293
Employer ID No.

APPROVED AS TO FORM:

Barbara Hamilton, 1887
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Exhibit A
Scope of Work
The First Phase of the Pilgrim Creek
Vector Habitat Remediation Project

Task 1: Meetings, Management and Coordination

Task 1.1: Kick-Off Meeting and Review:

Upon formal notice to proceed, the RBF Project Team will review existing improvement drawings, hydrology, hydraulics, design studies, record data, utilities, City GIS maps, and other information relevant to the project and within and adjacent to the project area. The RBF Project Team will conduct field reconnaissance and prepare a photo log of the existing conditions.

The RBF Project Team will also review historic and current aerial photographs, soils and geologic maps, existing literature and site-specific biological studies. Historic photographs will be used in the field to guide restoration efforts to the greatest extent practicable while soils, geology, and hydrology of a stream and its floodplain will provide environmental constraints to the proposed restoration and plant palettes. The importance of such efforts in a vector remediation project allows for successful rehabilitation actions to be developed, as well as a more accurate assessment of functional gain following restoration. All relevant existing literature will be compiled and analyzed to describe the environmental setting. RBF has allocated 17 hours for this task.

Deliverables: Each meeting shall include Meeting Agenda, Sign-in List, Meeting Minutes. Deliverables to be forwarded as a digital file (PDF).

Task 1.2: Regulatory Agency Stakeholder Meeting:

The RBF Team will initiate the project with workshop sessions with City staff and stakeholders to gather data, confirm assumptions and establish the overall goals and objectives of the project. Project goals and objectives will be an important element in the development and evaluation of project alternatives. We recommend two stakeholder meetings, one when baseline investigation is done and one after the Feasibility Report is completed. We found that the agencies can influence the alternatives that are studied in the Report and an upfront meeting adds to creativity. The first meeting is also held after baseline investigations are done, so the agencies have a foundation for such comments. RBF has allocated 34 hours for this task.

Deliverables: Each meeting shall include Meeting Agenda, Sign-in List, Meeting Minutes. An aerial plot will also be provided to help facilitate meeting discussion. Deliverables to be forwarded as a digital file (PDF); one (1) hardcopy aerial plot to be provided.

Task 1.3: Project Coordination and Management

Mr. Richard Beck will be responsible for management and supervision of the Project Team as well as consultation with City staff (including golf course staff) to incorporate City and County policies into the environmental, engineering and regulatory documentation. Mr. Beck and discipline team members will coordinate with all stakeholders and regulatory agency technical staff. It is the goal of RBF to serve as an extension of City staff throughout the duration of the Project. Additionally, RBF will provide bi-monthly progress reports for the Project which will summarize current work efforts, completed tasks and open action items.

Deliverables: Bi-Monthly Progress Reports (Word.doc via e-mail) and schedule updates (Microsoft Project and PDF).

Task 2: Hydrology/Hydraulic Study

Task 2.1 Topographic Survey

RBF shall prepare a comprehensive topographic survey to identify and to plot existing conditions of the project site. Topographic mapping shall be plotted at a horizontal scale of 1"=20' with one foot interval contours. Topographic mapping will detail the location of the existing creek bed, top and toe of slopes, storm drain structures, and improvements. Topographic limits shall be 50 – feet beyond the top of slope on both sides of the creek/lake, including the earthen and concrete channel that adjoins the driving range. Potential areas for stockpiles, staging, cart path realignments and potential mitigation sites will be included. The linear coverage shall be approximately 5,300 – feet.

The basis of horizontal control will be California Coordinate System of 1983 (CCS 83), Zone 6, Epoch 2007.00. Coordinates will be expressed as grid values in terms of the U.S. survey foot. Coordinates will be based on the published values from the National Geodetic Survey (NGS). Vertical control will be in terms of the National Geodetic Vertical Datum of 1929 (NGVD29), based locally upon City of Oceanside bench marks.

Topography shall include obtaining locations, elevations and descriptions of:

- Contours at one-foot intervals
- Spot elevations on hardscape features
- Existing building and structure footprints
- Sidewalks and trails, driveways, and handicap ramps
- Pavement areas including roadway surfaces
- Storm drain manholes, inlet and outlet structures, upstream and downstream culvert locations
- Trees and major specimen plants, with trunk diameters greater than 6"
- Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes
- All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks.

RBF has allocated 64 hours for this task.

Deliverables: Digital CADD files

Task 2.2: Hydrology, Hydraulics, and Scour Analysis

RBF shall prepare a Hydrologic/Hydraulic Study in accordance with the San Diego County Hydrology Manual, San Diego County Drainage Design Manual, and the City of Oceanside Engineers Design and Processing Manual. Our work effort shall draw on extensive experience performing hydrologic assessment of natural and partially developed watersheds within Camp Pendleton. Computations shall be performed using HEC HMS and shall consider the influence of hydraulic controls within Camp Pendleton on project flow rates (our existing contacts, such as John Margraf, Camp Pendleton Engineering Division Director, can provide data that directly influences our design). The work effort is anticipated to require coordination and research of such facilities through NAVFAC Southwest and/or base personnel. The study, prepared for the 2, 10 and 100-year storm events, shall analyze existing conditions and each design solution presented in the design feasibility study. Open channel hydraulic computations shall be provided for each design solution involving changes to channel cross section or geometry. The calculations will be used to ensure that vegetated channels within the golf course maintain dynamic equilibrium – moving coarse sediment during low flow conditions while preventing scour during flooding. Hydraulic calculations shall also be prepared to justify the sizing and discharge velocity of new culverts and energy dissipation structures. Areas within the golf course designed to produce temporary ponding (if any) will be analyzed to ensure that water level drawdown occurs within 72 hours.

Additionally, since the project is anticipated to involve grading of more than 1 acre, it is anticipated that “Priority Development Project” standards will be applicable pursuant to the current City of Oceanside SUSMP. The project is not anticipated to involve introduction of any substantive amount of new impervious surfaces; however implementation of permanent structural best management practices to mitigate runoff from existing portions of the golf course will have to meet the “Maximum Extent Practicable” standard. RBF staff shall consult with City staff early in the design process to develop defensible design strategies and determine applicability of other recent changes to water quality standards introduced from the May 2013 MS4 Permit renewal.

It is also worth noting that much of the site is situated within a FEMA designated Special Flood Zone Hazard Area (SFHA Zone AH). Improvements to the golf course that influence or effect floodplain elevations will warrant preparation and submittal of a Letter of Map Change (LOMC). If necessary, that effort and associated coordination with City staff and FEMA is assumed to occur during the final engineering design process. As such, floodplain mapping efforts and or hydraulic modeling using HEC RAS (or other similar application) for each alternative is assumed unwarranted. RBF has allocated 304 hours for this task.

Deliverables: RBF will provide deliverables for two review submittals. Two (2) Draft Hardcopies (for each review) of the Hydrology/Hydraulics Report and two (2) Final Hardcopies of the Report will be provided along with a digital copy (PDF). It should also be noted that the Hydrology study will be appended to the Feasibility Study and become a technical study appended to the IS/MND (Task 4.1).

Task 3: Feasibility Study

Task 3.1: Feasibility Study

Once baseline surveys are performed, the RBF Team will engage in the alternative development phase to creatively plan a range of preliminary project alternatives. The design process begins with program confirmation and an understanding of site constraints and potential impacts.

RBF will provide no less than three design alternatives that utilize the key concepts in the County's Implementation Plan for the Vector Remediation Program. In addition, a "No Project" alternative will be discussed, which will reference conditions in the event a remediation project does not occur. This alternative is imperative during the environmental and regulatory tasks so that the public and reviewing agencies understand the ramification if nothing (i.e., No Project) is done.

Each alternative will be objectively evaluated utilizing engineering standards and preliminary environmental impacts. This will provide the necessary information for comparing alternatives and discussing choices. Each alternative will have the following category discussions (see table below) to assist in the selection of a preferred alternative.

Category	Description
Constructability	The feasibility of construction will be discussed. This includes access as well as staging. Coordination with Rainville-Bye will also occur to ensure consistency with the Master Plan.
Estimated Cost	A cost estimate will be prepared, which will also include anticipated monitoring and compliance costs associated with the regulatory permits.
Effectiveness	The design's effectiveness to deal with vector issues and meet project objectives will be discussed.
Environmental Impacts	Environmental impacts, per the topical sections in the Initial Study will be defined.
Neighborhood Impacts	Utilizing stakeholder feedback and local knowledge, potential neighborhood impacts will be discussed. Impacts are usually tied to noise, air quality, traffic or aesthetics.
Environmental Agency Requirements	Additional regulatory/stakeholder requirements will be defined as anticipated.
Jurisdictional Impact	Jurisdictional impacts (wetland and non-wetland) will be defined as the regulatory agencies require that impacts to jurisdictional areas be minimized.
Mitigation Requirements	Mitigation ratios and acreage along with a mitigation approach will be defined. This is then directly tied to the cost estimate.

An Opportunities and Constraints Summary will be prepared to identify issues affecting the development of each alternative. Each alternative will have a conceptual design plan with a cost estimate, preliminary engineering plan and profile drawing, and an explanation of advantages and disadvantages of the design alternative. Diagrams of the cross sectional and plan views for the creek will be created showing existing and proposed conditions. Aerial

photographs and topographic maps will be utilized to indicate proposed changes in elevation, stream sinuosity, and hydrologic input, as well as specific vegetation communities.

Design for golf course elements such as tees, greens and cart paths will also be included. Rainville-Bye architects will provide creative designs and suggestions throughout the entire planning process, including changes to lake design and other areas that may be adjusted by the alternatives.

RBF will engage stakeholders and the City staff to rank alternatives to arrive at a recommended Preferred Alternative. Once a recommended solution has been provided, the design alternative shall be prepared at the 50% submittal level, with the remaining alternatives developed at 30%. A final report and Initial Study (see Task 4.1) will be prepared to document the preferred alternative, process and its recommendations.

Deliverables: Three (3) Bound Draft Hardcopy Reports and one (1) digital copy (PDF), Three (3) Final Bound Draft Reports, one Final Reproducible Hardcopy, and one Digital Copy (PDF). One (1) Completed Storm Water Quality Assessment Form (with Priority Designation Memorandum Appended). An Agenda, Sign-in-Sheet and Meeting Minutes will be provided for any meetings associated with the Feasibility Study stage.

Task 4.1: Preparation of Initial Study

RBF will prepare an Initial Study/Environmental Checklist to support the CEQA clearance process. The Initial Study will be modeled after the City's standard checklist format. The Environmental Checklist will provide a qualitative analysis of project impacts, and would identify the potential for project-related significant impacts on the environment. Specifically, the Initial Study will analyze the following topical impact areas as outlined in the CEQA Guidelines:

- Aesthetics
- Agricultural
- Air Quality (Green House Gas Emissions)
- Biological Resources
- Cultural Resources
- Geological
- Hazards
- Water
- Land Use & Planning
- Mineral Resources
- Noise
- Population & Housing
- Public Services
- Recreation
- Transportation
- Utilities Systems
- Mandatory Findings of Significance

The Initial Study would serve as a scoping document to identify environmental constraints and the need for additional analysis. Certain environmental baseline studies, such as the ones listed in the tasks below, will be conducted for the Feasibility Report, but will also be prepared so they can be utilized in the Initial Study and future CEQA documentation/permitting efforts. RBF has allocated 106 hours for this task.

Deliverables: RBF will provide deliverables for three review submittals. Three (3) Bound Draft IS/MNDs (with Technical Studies Appended), and one (1) digital copy (PDF) for

each review, Three (3) Final Bound Draft Reports (with Technical Studies Appended), one Final Reproducible Hardcopy, and Digital Copy (PDF).

Task 4.2: Delineation of Jurisdictional Waters

RBF will conduct a site reconnaissance to perform a delineation that will determine jurisdictional "waters of the United States" and "waters of the State" (including potential wetlands), located within the boundaries of the project site. The delineation will result in:

- a determination of the Corps' ordinary high water mark (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the September 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0); and,
- the CDFW's jurisdiction being identified via the top of bank of the on-site streambed or to the outer drip line of riparian vegetation (if present) pursuant to the 1994 CDFG Field Guide to Lake and Streambed Alteration Agreements; and,

Prior to visiting the project site, RBF Regulatory staff will conduct a thorough literature review of relevant information that supports the site reconnaissance and report preparation. Sources reviewed are anticipated to include topographic maps, soil surveys, historic and current aerial photography, flood maps, hydrology/climate information and watershed data.

Once RBF conducts a site visit and the project site baseline information is obtained, RBF will prepare a comprehensive written report discussing on-site jurisdictional areas. The delineation will consist of the following Sections: 1) Introduction and Purpose; 2) Summary of Regulations; 3) Methodology; 4) Literature Review; 5) Site Conditions; 6) Findings 7) Regulatory Approval Process; 8) References; and 9) Appendices.

Pursuant to agency requirements, the delineation report will include a maximum of five (5) exhibits to enhance the written text and clarify the Project, jurisdictional areas, and project impacts. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial); 4) On-Site Photographs; and, 5) a Jurisdictional Map. This task includes time for Geographic Information Systems (GIS) analysis associated with the delineation map. The delineation map will be a scale of 1"= 300' or greater and will consist of an aerial photograph. Drainages will be overlaid on the aerial photograph and each agency's jurisdiction will be identified by width and length. RBF has allocated 78 hours for this task.

Task 4.3: CA Rapid Assessment Method

Two (2) trained CRAM practitioners will perform the assessment on-site for approximately 3-4 hours. Equipment to be utilized include: camera, metric transect, aerial photograph plots, ipad, CRAM rod, and associated vegetation manuals. Five (5) Assessment Areas will be defined, which will be digitally photographed.

RBF shall provide a CRAM score, which will indicate where the riparian system ranks in terms of functions and values. The standard score sheet has been appended to this scope, for reference. This score helps identify the existing health of the system and assists with permit negotiation and the mitigation approach. The health of the system is generally evaluated on a series of attributes which include: 1) Buffer and Landscape Context; 2) Hydrology; 3) Physical Structure; and, 4) Biotic Structure. RBF's trained CRAM experts will provide a final CRAM score that can be thought of as similar to a grade point average whose score is used to evaluate where a site ranks with regards to ecological integrity. Additionally, a qualitative discussion will be prepared in a memorandum format. RBF has allocated 18 hours for this task.

Task 4.4: Biological Habitat Assessment

The City is a participant in the North County Multiple Habitat Conservation Program (MHCP). The MHCP is a comprehensive, multiple jurisdictional planning program designed to create, manage, and monitor an ecosystem preserve in northwestern San Diego County. The MHCP subregion encompasses seven incorporated cities of northwestern San Diego County (Carlsbad, Encinitas, Escondido, Oceanside, San Marcos, Solana Beach, and Vista). These seven cities implement their portions of the MHCP plan through citywide "subarea" plans, which describe the specific policies each city will institute for the MHCP.

RBF will review past biological studies (Trestles 2004) and any data for the site to determine which sensitive resources are likely to occur onsite or within the general area. In addition, a detailed review of the MHCP and Oceanside Subarea HCP/NCCP will be conducted for implications on the proposed project. This allows RBF to focus their field visit on federally and state listed species, and MHCP and Oceanside Subarea HCP/NCCP covered species and habitats known to occur or have the potential to occur within the vicinity of the project site.

The California Natural Diversity Data Base (CNDDDB) and California Native Plant Society (CNPS) listings were queried for reported locations of listed and sensitive plant and wildlife species, as well as sensitive natural plant communities, were conducted within the Morro Hill and San Luis Rey USGS 7.5-minute quadrangles. Since the project site is located on the boundary between the Morro Hill quadrangle and the San Luis Rey quadrangle, two quadrangles were queried. A search of published records of these species was conducted within these quadrangles using the CNDDDB Rarefind5 online software. The CNPS Inventory of Rare, Threatened, and Endangered Plants of California supplied information regarding the distribution and habitats of vascular plants in the vicinity. The habitat assessment will be used to assess the ability of the plant communities found onsite to provide suitable habitat for relevant special-status plant and wildlife species known to occur in the general area.

Based on a preliminary literature search, 49 sensitive wildlife species, 35 sensitive plant species, and 7 sensitive habitats were identified as having the potential to occur within the Morro Hill and San Luis Rey quadrangles. Sensitive plant and wildlife species will be evaluated for their potential to occur within the project boundaries based on habitat requirements, availability and quality of suitable habitat, and known distributions. A table will be provided in the biological technical report that will summarize conclusions from analysis and field surveys regarding the potential occurrence of listed and sensitive plant and wildlife species within the project site.

The site will be systematically surveyed to verify existing conditions of the project site and its ability to support any listed species or habitat type. Particular attention will be given to the suitability of the vegetation on and surrounding the proposed project site for its ability to provide suitable nesting opportunities for southwestern willow flycatcher, California gnatcatcher, and least Bell's vireo (*Vireo bellii pusillus*). Notes will be taken on all flora and fauna species observed. This survey will provide an understanding of the overall project setting and biological resources occurring with the area. The habitat assessment will not include focused surveys.

A biological technical report will be prepared with the results from the habitat assessment that will document all plant and wildlife species and habitats occurring on the project site, the potential to support any listed species. The report will include a detailed map of the plant communities occurring onsite and their respective acreages. This report will also address all MHCP and Oceanside Subarea HCP/NCCP requirements for the project site, and if required, an equivalency analysis will be included that reviews proposed conservation measures and demonstrates that the proposed development complies with the conservation goals of the MHCP and Oceanside Subarea HCP/NCCP. The report will include a brief analysis of project impacts to biological resources, suggestions for further studies that may be needed prior to development, and suggested mitigation measures, if necessary. The report will be sufficient to make the appropriate consistency determination for compliance with the MHCP and Oceanside Subarea HCP/NCCP. RBF has allocated 103 hours for this task.

Task 4.5: Biological Focused Surveys

Certain species, as designed in Task 4.4, will require additional study in the form of focused surveys. Although conducted concurrently, the requirements for surveying populations of coastal California gnatcatcher (*Polioptila californica californica*), least Bell's vireo (*Vireo bellii pusillus*), and southwestern willow flycatcher (*Empidonax traillii extimus*) differ slightly in the personnel required to conduct the surveys and in the intensity of the surveys. Protocol surveys for the coastal California gnatcatcher and southwestern willow flycatcher require a 10(a)(1)(A) permit and are conducted with taped playback (USFWS 1997 and 2000). For these species, playback vocalization tapes will be used only until birds are initially located, and not to elicit any further responses or behaviors.

Since Golf Course is within the HCP planning area, this project would qualify for the reduced survey effort of suitable coastal sage scrub habitats for California gnatcatchers. This habitat primarily adjoins the golf course on Camp Pendleton, but can come into concern with noise impacts to nesting birds during construction. USFWS breeding season protocol requires three surveys between February 15 and August 30. Surveys must be separated by at least one week.

Least Bell's vireo and southwestern willow flycatcher are both riparian specialists with similar habitat requirements, making it a possibility that both surveys could occur simultaneously. The USFWS protocol for least Bell's vireo requires eight visits to suitable habitat between April 10 and July 31 separated by at least ten days. Southwestern willow flycatcher protocol differs depending on if the survey is for general or project-specific purposes. General purpose surveys

to detect presence/absence require a minimum of three surveys. Project-specific surveys are needed when there is a potential or foreseeable habitat impact due to a possible project or change in site management; in this case, a minimum of five surveys is required. For project-specific surveys, a minimum of one additional visit is required in the second and third survey periods. Regardless of the purpose for the surveys, each visit must be separated by a minimum of five days.

For all three species, surveys will be conducted in the morning hours, and will avoid periods of excessive heat, wind, rain, fog, or other inclement weather. GPS locations will be recorded for all detections. The presence of non-native brown-headed cowbirds (*Molothrus ater*) within survey areas will also be recorded with GPS since this species is a known nest parasite of all three species. This task will be conducted by Tierradata Biological Specialists that have direct experience in the area. The budget amount is identified in our cost estimate.

Task 4.6: Cultural Resources Study

RBF has again retained Cogstone Resource Management, Inc. for cultural resources research. Cogstone shall initiate a records search at the South Coastal Information Center in San Diego, a sacred lands search from the Native American Heritage Commission (NAHC), and one round of consultation with Native Americans recommended by the NAHC. The records search will include the golf course project area as well as an area within a one-mile radius of the project area. A technical letter will be prepared, which will discuss the results of the records search, a brief background section, regulations context, conclusions, and recommendations for mitigation. The work will be done in compliance with CEQA standards and regulations. Formal archaeological surveys are not recommended since the golf course is generally a maintained and landscaped parcel. This task will be conducted by Cogstone Cultural Specialists; therefore, the budget amount is identified in our cost estimate.

Exhibit B: Cost Estimate
Phase I of the Pilgrim Creek Vector Habitat Remediation Project: Cost Estimate

TASK	Position	Principal	Survey (2 Man Crew)	Project Manager	Senior Engineer	Senior Planner	Landscape Architect	Regulatory Specialist	Design Engineer	GIS Analyst	Env. Analyst	Graphic Artist	Total	Hours		Subs	TOTAL COST
														250	185		
1.0 MEETINGS																	
1.1	Kick-Off Meeting	1		8	8									17		\$600	\$3,770
1.2	Regulatory Agency/Stakeholder Meetings		16	6				12						34		\$600	\$6,320
1.3	Meetings, Management and Coordination	8		40				16						64			\$11,840
	<i>Task 1.0 Subtotal</i>																\$21,730
2.0 HYDROLOGY/HYDRAULIC STUDY																	
2.1	Topographic Study	4	70											74			\$18,500
2.2	Hydrology, Hydraulics, Scour	4		50				250						304			\$42,500
	<i>Task 2.0 Subtotal</i>																\$61,000
3.0 FEASIBILITY STUDY																	
3.1	Feasibility Study	4		24	35	24	40	20	32	40	4	24		247		\$12,099	\$48,799
	<i>Task 3.0 Subtotal</i>																\$48,799
4.0 ENVIRONMENTAL TECHNICAL STUDIES																	
4.1	Preparation of Initial Study		2					8			80	16		106		\$2,000	\$13,890
4.2	Delineation of Jurisdictional Waters		2					40		32		4		78			\$10,530
4.3	CA Rapid Assessment Method		2					16						18			\$2,610
4.4	Biological Habitat Assessment	4		4				12	24	24	55	4		103			\$12,990
4.5	Biological Focused Surveys			8										8		\$10,800	\$12,280
4.6	Cultural Resources Study			2										2		\$5,256	\$5,626
	<i>Task 4.0 Subtotal</i>																\$57,926
REPROGRAPHICS																	
		25	70	108	99	24	40	124	282	96	139	48		1055			
	TOTAL HOURS	25	70	108	99	24	40	124	282	96	139	48		1055			
	* Percent of Total Labor (Hours)	2%	7%	10%	9%	2%	4%	12%	27%	9%	13%	5%		100%			
	TOTAL LABOR COSTS	\$6,250	\$17,500	\$19,980	\$17,820	\$3,960	\$6,000	\$17,360	\$36,660	\$12,480	\$15,230	\$4,800		\$31,355			\$191,955

Team Members:

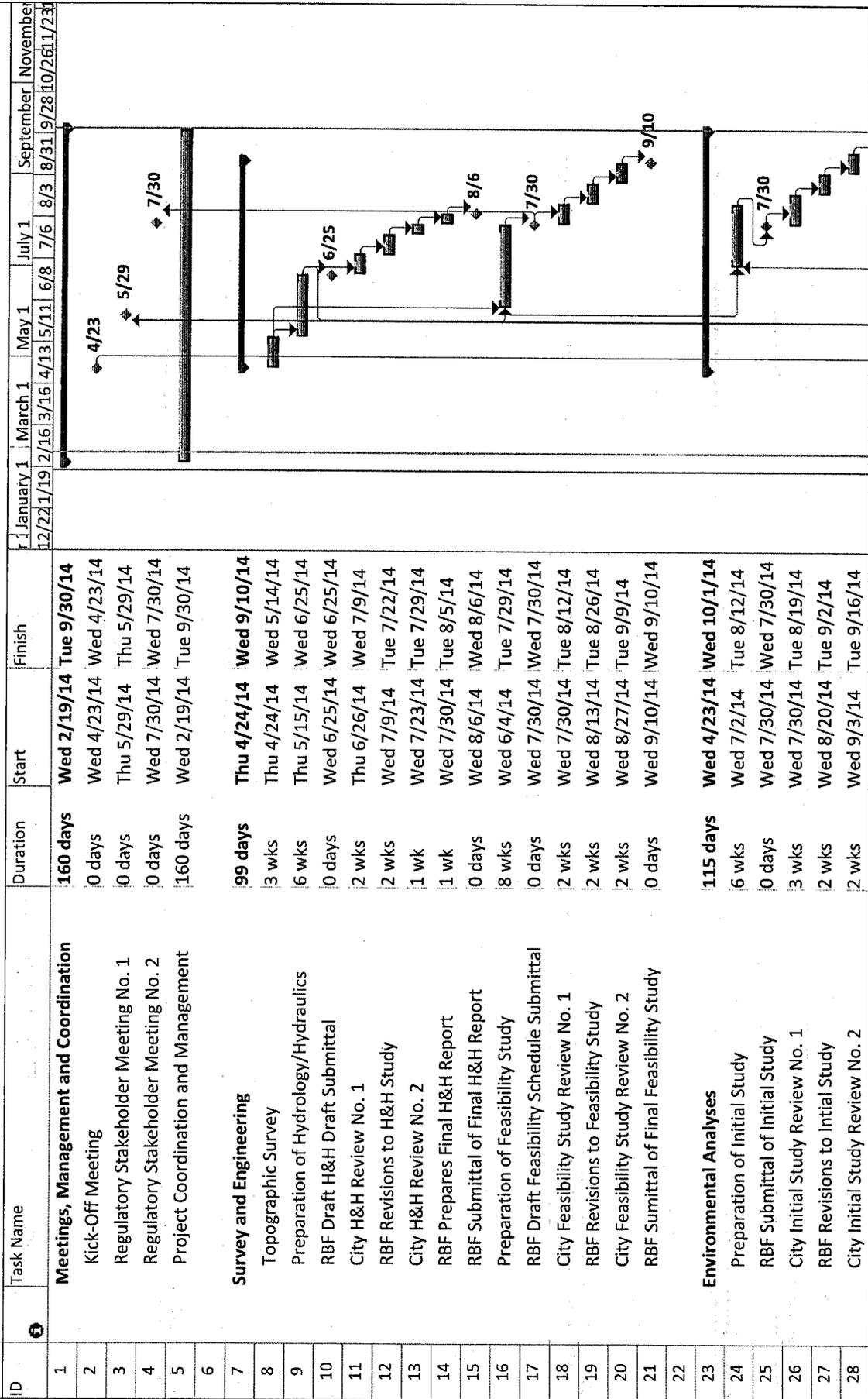
Principal: Scott Taylor
 Project Manager: Richard Beck
 Survey: John Bistowski
 Senior Engineer: Rich Lucera
 Senior Planner: Eddie Torres
 Landscape Architect: Cathy Johnson
 Regulatory Specialist: Chris Johnson, Lauren See
 Design Engineer: Scott Cartwright
 GIS Analyst: Steve Bein, Jim McPherson
 Environmental Analyst: Tim Tidwell
 Graphic Artist: Debby Hutchins

Subs: Rainville-Bye, Cogstone, River Resource, Tierra Data



A Baker Company

Exhibit C: Project Schedule
Pilgrim Creek Vector Remediation Project (Phase I)
 Project Schedule



Project: Pilgrim Creek (Phase I)
 Date: Wed 2/26/14

Task Split

Milestone Summary

Project Summary Manual Task

Start-only Finish-only

Exhibit C: Project Schedule
Pilgrim Creek Vector Remediation Project (Phase I)
 Project Schedule

ID	Task Name	Duration	Start	Finish	January 1		March 1		May 1		July 1		September		November	
					12/22	1/19	2/16	3/16	4/13	5/11	6/8	7/6	8/3	8/31	9/28	10/26
29	RBF Revisions to Initial Study	1 wk	Wed 9/17/14	Tue 9/23/14												
30	City Initial Study Review No. 3	1 wk	Wed 9/24/14	Tue 9/30/14												
31	RBF Submittal of Final Initial Study	0 days	Wed 10/1/14	Wed 10/1/14												
32	Delineation of Jurisdictional Waters	4 wks	Wed 4/23/14	Tue 5/20/14												
33	CA Rapid Assessment Method	3 wks	Thu 4/24/14	Wed 5/14/14												
34	Biological Habitat Assessment	4 wks	Thu 4/24/14	Wed 5/21/14												
35	Cultural Resources Study	4 wks	Thu 4/24/14	Wed 5/21/14												
36																
37	Focused Surveys for Birds	88 days	Fri 3/14/14	Wed 7/16/14												
38	Gnatcatcher Focused Survey No. 1	0 days	Fri 3/14/14	Fri 3/14/14												
39	Gnatcatcher Focused Survey No. 2	0 days	Fri 4/11/14	Fri 4/11/14												
40	Gnatcatcher Focused Survey No. 3	0 days	Tue 5/6/14	Tue 5/6/14												
41	least Bell's vireo Focused Survey No. 1	0 days	Fri 4/11/14	Fri 4/11/14												
42	least Bell's vireo Focused Survey No. 2	0 days	Fri 4/25/14	Fri 4/25/14												
43	least Bell's vireo Focused Survey No. 3	0 days	Tue 5/6/14	Tue 5/6/14												
44	least Bell's vireo Focused Survey No. 4	0 days	Fri 5/16/14	Fri 5/16/14												
45	least Bell's vireo Focused Survey No. 5	0 days	Tue 6/3/14	Tue 6/3/14												
46	least Bell's vireo Focused Survey No. 6	0 days	Mon 6/23/14	Mon 6/23/14												
47	least Bell's vireo Focused Survey No. 7	0 days	Thu 7/3/14	Thu 7/3/14												
48	least Bell's vireo Focused Survey No. 8	0 days	Wed 7/16/14	Wed 7/16/14												
49	Willow flycatcher Focused Survey No. 1	0 days	Fri 5/16/14	Fri 5/16/14												
50	Willow flycatcher Focused Survey No. 2	0 days	Tue 6/3/14	Tue 6/3/14												
51	Willow flycatcher Focused Survey No. 3	0 days	Mon 6/23/14	Mon 6/23/14												
52	Willow flycatcher Focused Survey No. 4	0 days	Thu 7/3/14	Thu 7/3/14												
53	Willow flycatcher Focused Survey No. 5	0 days	Wed 7/16/14	Wed 7/16/14												
54																
55																

Project: Pilgrim Creek (Phase I)
 Date: Wed 2/26/14

Task Split

Milestone Summary

Project Summary Manual Task

Start-only Finish-only

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange



On February 26, 2014 before me, Kim Hartsfield, Notary Public
Date Here Insert Name and Title of the Officer

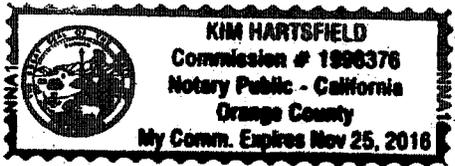
personally appeared Richard Beck
Name(s) of Signer(s)

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 *Kim Hartsfield*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

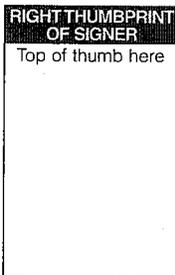
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

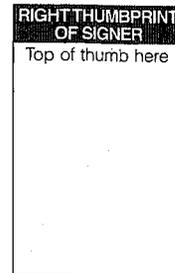
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT A

REQUEST FOR PROPOSAL



December 3, 2013

REQUEST FOR PROPOSALS (RFP)

FOR

THE FIRST PHASE OF THE PILGRIM CREEK VECTOR HABITAT
REMEDICATION PROJECT

RFP DUE:
January 9, 2014

City of Oceanside – Engineering Division
300 North Coast Highway
Oceanside, CA, 92054
(760) 435-5619



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

The City of Oceanside Engineering Division is soliciting proposals from a Consultant firm/team to produce a hydrologic/hydraulic study, a design feasibility study, and applicable environmental technical studies for the first phase of the Pilgrim Creek Vector Habitat Remediation Project at Oceanside Golf Course, located at 825 Douglas Drive, in the City of Oceanside (See Exhibit "A").

After the proposals are received, evaluated, and a Consultant is selected, a contract between the City and the Consultant will be executed for the first phase of the project. City staff will then review the analyses and recommendations contained within the design feasibility study and select a design option and execute an amendment to the existing contract with the Consultant for the work to be performed during the second phase of the project. The amendment is subject to City approval of the cost proposal and scope of services submitted by the Consultant and requires City Council approval. The second phase of the project will include the preparation of a Mitigated Negative Declaration, the securing of environmental agency approval and permitting, and the development of final plans, specifications and estimates.

The Engineering Division uses a "Qualifications Based Selection" process in determining which firm to contract with. The selection process will begin with this Request for Proposal (RFP), in response to which interested Consultant firms should submit a proposal. Submitted proposals will be reviewed using selection process criteria. Proposals should include, but not limited to, firm qualifications, references, knowledge and interpretation of the City's needs, experience with similar projects, and depth of resources. The top proposal will be selected for the project, which will be scored based upon the City's selection criteria. If necessary, brief 30 minute interviews may be requested to aid in the selection process.

PROJECT OVERVIEW

The Oceanside Golf Course opened in 1972, featuring 18 holes of championship golf in the City of Oceanside. Located on the outer edges of Camp Pendleton, golfers have views of undisturbed hillsides and native habitat. Wetland areas and/or natural habitat come into play on 14 holes on the course and Pilgrim Creek is a key wetland area within the golf course. Pilgrim Creek enters the northeast corner of the site and flows in a southwesterly direction through the site.

Pilgrim Creek's location within Oceanside Golf Course brings human population in close contact with mosquito breeding habitat, increasing the risk of vector-borne diseases. The San Diego County Department of Environmental Health Vector Control Program offers grant funding for projects that implement long-term solutions to reduce or eliminate mosquito breeding habitat. The City has been awarded a grant for vector habitat remediation for the improvement of Pilgrim Creek within the Oceanside Golf Course.



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

The Consultant firm/team selected will be responsible for providing design solutions that will remove or significantly reduce mosquito activities within the golf course. All design solutions shall be in accordance with the Implementation Plan for the Vector Habitat Remediation Program from the County of San Diego Department of Environmental Health Vector Control Program.

http://www.sdcountry.ca.gov/deh/pests/pdf/VHRP_Implementation_Plan.pdf

As part of providing design solutions in accordance with the Implementation Plan, the City would also like to replace several bridge crossings located throughout the golf course that are underlain by concrete and corrugated metal pipe culverts (see Exhibit "B"). The culverts constrict the natural flow of the creek, accumulate sediment and debris in and around the area of the culvert, and provide an ideal environment for mosquito habitat breeding. The existing culvert crossings would be replaced with prefabricated, single-span bridge crossings. The new bridges would provide unrestricted creek flow, eliminate accumulated debris and sediment, and remove or significantly reduce mosquito habitat due to the removal of the culverts.

Furthermore, the Oceanside Golf Course has a master plan (see Exhibit "C") in place that provides general direction for the enhancement and improvement of the golf course. The master plan layout includes opportunities that can be taken advantage of as mitigation areas for this project (i.e., the expansion of existing wetland areas and the creation of a pond for mitigation purposes) (see Exhibit "B"). Design options that utilize components within the master plan are highly desirable to the City.

The overall goals of the Pilgrim Creek Vector Habitat Remediation Project at Oceanside Golf Course are as follows:

1. To protect public health and safety by reducing or eliminating the presence of mosquitoes that transmit vector-borne diseases such as the West Nile virus.
2. To eliminate or reduce mosquito breeding habitat in a manner that balances the water quality, biologic, aesthetic, and hydrologic values of wetlands with the need to protect human populations and animals from mosquito borne diseases.
3. To deliver long-term solutions to the reduction or elimination of mosquito breeding habitat.
4. To have limited to no impacts on sensitive environmental resources.
5. To compliment and enhance the existing golf course.



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

SCOPE OF PROFESSIONAL SERVICES

The grant activities for the first phase of the Pilgrim Creek Vector Habitat Remediation Project at Oceanside Golf Course are separated into and will be performed in 4 tasks as follows:

PHASE 1

Task 1 – Meetings

An initial kick-off meeting at the project site will be required prior to working on the feasibility study. This meeting will be attended by City staff and the Consultant's team of professionals.

A second meeting will be held at the project site after the feasibility study has been completed. This meeting will be conducted by the Consultant's team of professionals and shall include City staff and all environmental agency representatives having jurisdiction over the project, to reach consensus on the recommended design approach. The Consultant shall be responsible for arranging this meeting with the City and environmental agency representatives.

Task 2 - Hydrologic/Hydraulic Study

Prepare a Hydrologic/Hydraulic Study in accordance with the San Diego County Hydrology Manual, San Diego County Drainage Design Manual, and the City of Oceanside Engineers Design and Processing Manual. The study, prepared for the 2, 10 and 100-yr storm events, shall analyze existing conditions and each design solution presented in the design feasibility study.

Task 3 – Feasibility Study

Provide no less than three design alternatives that utilize the key concepts identified in Table 2 of the Implementation Plan for the Vector Habitat Remediation Program to eliminate or significantly reduce mosquito production. Each of the design alternatives shall be evaluated with respect to the following categories: constructability, estimated cost, effectiveness, expected environmental impacts during and post-construction, expected neighborhood impacts associated with construction, and environmental agency requirements. Design solutions that are able to incorporate elements of the Oceanside Golf Course master plan are highly desirable.

Provide each design alternative with a cost estimate, preliminary engineering plan and profile drawing, and an explanation of the advantages and disadvantages of the design. A design recommendation shall be provided within the study based on the options presented therein. The recommended alternative shall have the drawing developed at the 50% submittal level, with the remaining alternatives developed at 30%.



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

Once the feasibility study has been reviewed and approved by the City, another meeting shall be conducted with the environmental agencies to gain consensus on the design approach (as discussed above).

Task 4 – Environmental Technical Studies

In order to expedite the 2nd phase of the project, the City would like to complete all the related technical studies attached as appendices to the Mitigated Negative Declaration, a requirement of phase 2, in the 1st phase of the project.

The City's initial study checklist shall be completed to evaluate project impacts and technical studies shall be conducted and prepared for incorporation into the Mitigated Negative Declaration. Specific environmental issues to be addressed in the initial study checklist include the following:

- Aesthetics
- Air Quality
- Cultural Resources
- Hazards
- Land Use & Planning
- Noise
- Public Services
- Utilities Systems
- Agricultural
- Biological Resources
- Geological
- Water
- Mineral Resources
- Population & Housing
- Recreation

The initial study checklist can be found online at the following address

<http://www.ci.oceanside.ca.us/civica/filebank/blobdload.asp?BlobID=25421>

The initial study checklist, with adequate supporting information, and technical studies, bound separately, shall be submitted to the City for review and approval.

PHASE 2

Phase 2 of the Pilgrim Creek Vector Habitat Remediation Project at Oceanside Golf Course will include preparation of a Mitigated Negative Declaration and Habitat Management and Maintenance Plan, securing of environmental agency approval and permitting, and the development of final plans, specifications, and estimates.



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

RFP SCHEDULE

The activities and dates relevant to the RFP process are described below. The Engineering Division reserves the right to change these dates and will notify the Consultants in such a case.

Advertise Request for Proposal	December 3, 2013
Mandatory Pre-Proposal Meeting	December 18, 2013
Deadline to Submit Proposals	January 9, 2014
Review/ Consultant Selection/ Contract Negotiations	January/February 2014
City Council Approval and Notice to Proceed	March 2014

A mandatory pre-proposal meeting will be held at the Oceanside Golf Course at 9 a.m. on December 18, 2013, commencing at the Oceanside Golf Course Pro Shop. Interested Consultants are required to attend the meeting in order to have questions answered and gain a better understanding of what the project entails. Please note that the City will only accept proposals from Consultants who have attended this meeting.

OPERATING REQUIREMENTS

In addition to meeting the proposal requirements outlined in this RFP, the selected Consultant must also comply with the following additional operating requirements:

1. The Consultant shall designate a Project Manager and/or his/her representative to act as a coordinator between the City and Consultant. This person shall be accessible to City staff by telephone or e-mail during working hours.
2. The Consultant shall organize a team comprised of design and environmental professionals and include a golf course architect to assure that all designs solutions compliment and enhance the play at the Oceanside Golf Course. Communication and coordination between the team members, City staff and the environmental agencies shall be the responsibility of the Consultant.

PROPOSAL REQUIREMENTS

Include the following information in your proposal, using the same format and sequence:

1. Cover Letter

The proposal's cover letter, which shall be signed by an official authorized to bind the Consultant, shall include the following:

- a. Firm/entity name;



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

- b. Brief description of the firm/entity;
- c. Sub-Consultants;
- d. A statement of willingness to sign the City's Professional Services Agreement (See Exhibit "D" Sample Contract). Any objections to this agreement must be noted in the Proposal; and
- e. Name, title and telephone number of individuals with authority to bind the firm/team and also who may be contacted during the period of proposal evaluation.

2. Proposal

- a. Project Understanding:
 - i. Provide information based upon the Consultant's understanding of the goals of the project; and
 - ii. Provide a list of design and environmental work of similar nature performed by the Consultant within the Southern California region.
- b. Project Team:
 - i. Provide the name of the principal or project manager in the firm/entity who will have direct and continued responsibility for the services provided to the City. This person will be the City staff's first point-of-contact on all matters dealing with the services offered and will handle day-to-day activities through completion of the project;
 - ii. Provide background information about the consulting team/firm, organization, office structure and location, and number of professional personnel;
 - iii. Provide justification for consideration and a summary of the firm's or Consultant team's capability and experience in providing services on projects similar to the project outlined in this RFP;
 - iv. Provide an organization chart showing the proposed relationships among all key personnel and support staff who are expected to participate on the project;



REQUEST FOR PROPOSAL
Pilgrim Creek Vector Habitat Remediation Project

- v. Provide a brief summary of qualifications and experience of the Consultant's firm/team and the key personnel to be assigned. Include relevant experience, education, licenses, accreditation and certificates;

3. Project Work Plan

- a. Provide a statement that addresses the challenges that can occur during a project of this type and any unique experience, abilities, or services that can be provided by the firm or consultant team to solve these challenges. Site an example where these qualities were used;
- b. Provide a detailed description of the proposed phase 1 work plan for performing the required services, including a tabulation of the tasks anticipated and estimated hours for each;
- c. Provide a detailed description of the proposed work plan for phase 2 of the project that clearly shows the Consultant's firm/team understanding of the anticipated tasks associated with this phase of the project and explain their ability to perform such work;
- d. Provide any insight on design features the consultant team may have and could pursue if hired by the City; and
- e. Provide a statement that addresses how the firm or consultant team will demonstrate their commitment to be responsive and accessible to City staff in a timely manner.

4. Cost Proposal

The Cost Proposal shall be submitted in a separately sealed envelope. The fee schedule shall be itemized by each task and each task shall be individually broken down into proposed staff and hours for each. Submittal of costs shall be formulated such that actual hourly wages are provided and subtotaled. Include additional charges for sub-consultant's (if applicable) services and reimbursable expenses.

GENERAL TERMS AND CONDITIONS

- 1. **Limitation:** The Request for Proposals (RFP) does not commit the City of Oceanside to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources or to cancel or rescind all or part of this RFP.



REQUEST FOR PROPOSAL

Pilgrim Creek Vector Habitat Remediation Project

2. Selection/Award: The selection panel will select the top ranking firm/entity with whom the Professional Services Agreement will be executed. The firm will be selected by the procedure outlined in this RFP. Upon City Council approval, contract with the selected Consultant will be executed.

PROPOSAL SUBMISSION

Any questions regarding this Request for Proposals should be directed to the following City Staff, in the order given:

Gary Smith, PE, PLS
Project Manager
Telephone No. 760-435-5085

Nathan Mertz
CIP Manager II
Telephone No. 760-435-5619

Three (3) bound copies of the proposal must be received no later than 5 p.m. PST, January 9, 2014.

Proposals should be delivered/mailed to:

City of Oceanside
Development Services Department
300 N. Coast Hwy.
Oceanside, CA 92054

Attention: Gary Smith, Project Manager
Engineering Division

ATTACHMENTS

- Exhibit "A" Vicinity map
- Exhibit "B" Bridge Crossings and Potential Wetland Areas
- Exhibit "C" Oceanside Golf Course Master Plan
- Exhibit "D" Sample Contract

EXHIBIT "A" VICINITY MAP

Oceanside Golf Course
825 Douglas Drive



1,000 500 0 1,000 Feet

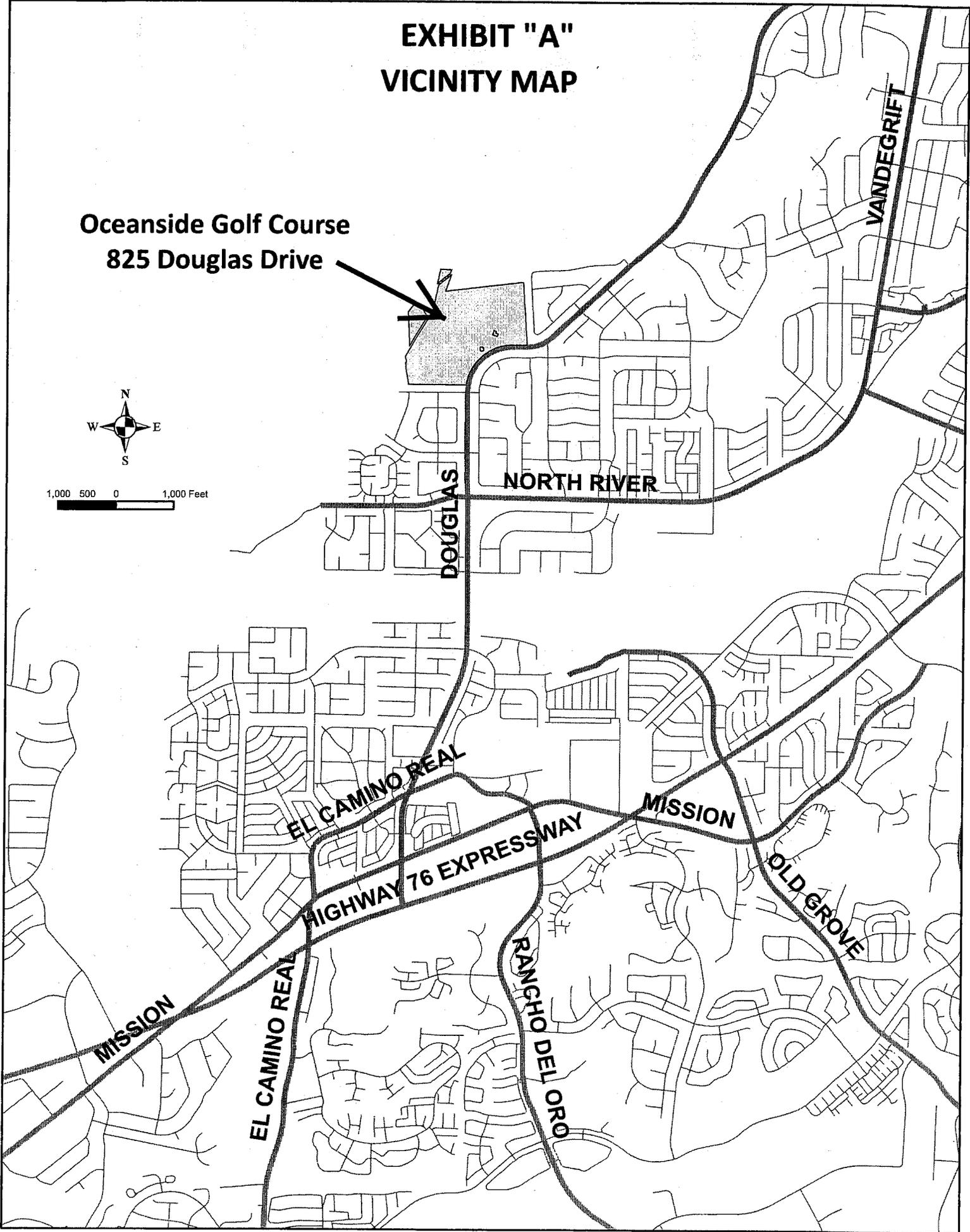
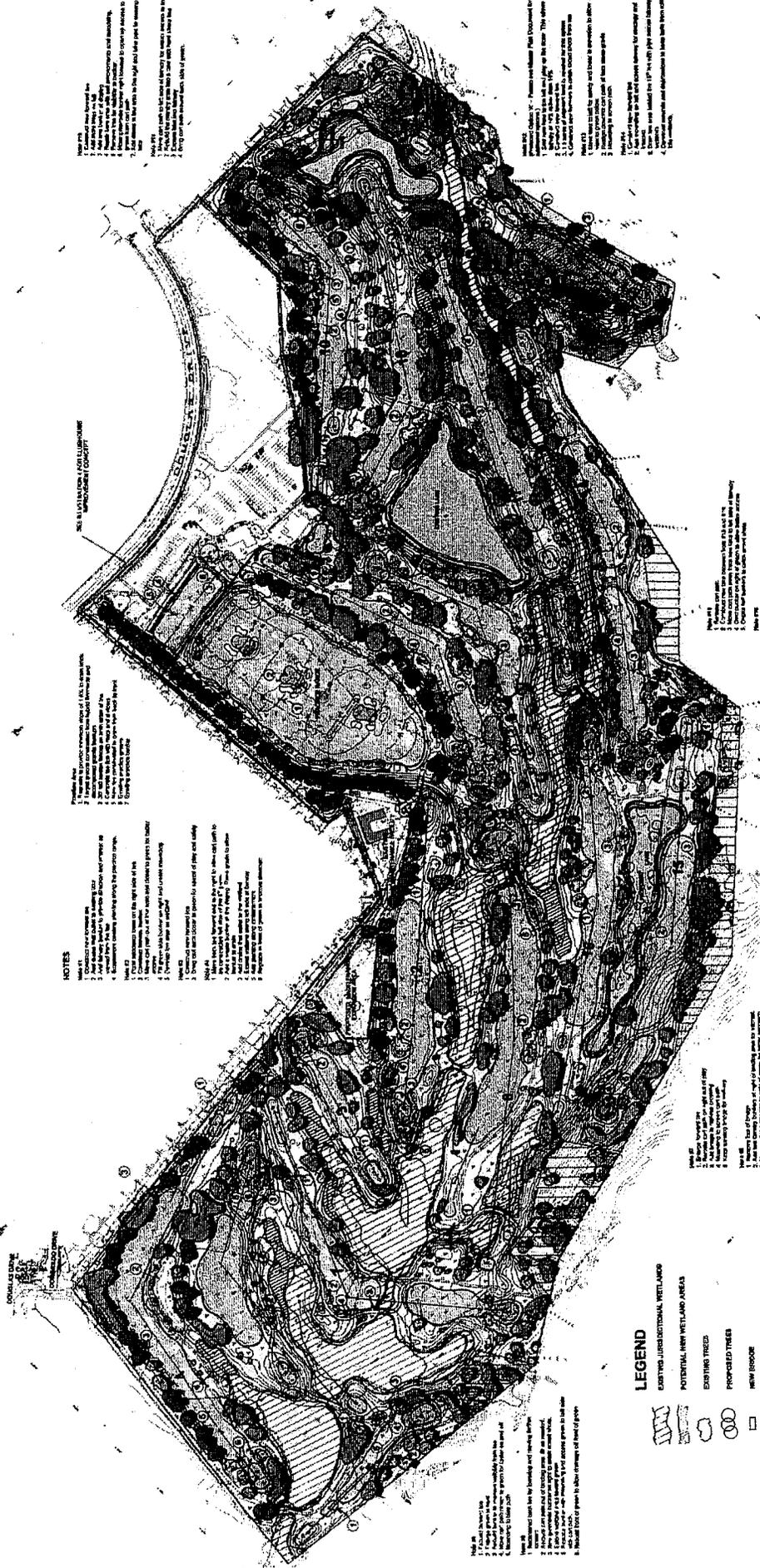


EXHIBIT "C"



MASTER PLAN OCEANSIDE MUNICIPAL GOLF COURSE OCEANSIDE, CALIFORNIA 760,433



NOTES

1. Existing wetlands shown on the map are based on the 1971 aerial photograph and field inspection.
2. All wetlands are shown in green on the map.
3. Wetlands are shown in green on the map.
4. Wetlands are shown in green on the map.
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19. Wetlands are shown in green on the map.
20. Wetlands are shown in green on the map.

NOTES

1. Proposed wetlands are shown in light green on the map.
2. Proposed wetlands are shown in light green on the map.
3. Proposed wetlands are shown in light green on the map.
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19. Proposed wetlands are shown in light green on the map.
20. Proposed wetlands are shown in light green on the map.

- LEGEND**
- EXISTING JURISDICTIONAL WETLANDS
 - POTENTIAL NEW WETLAND AREAS
 - EXISTING TREES
 - PROPOSED TREES
 - NEW BUNKER
 - BOUNDARY
 - DEPRESSIONS OR DAMAGED HURTLERS
 - PROPOSED DAMAGED LAKE
 - PROPOSED BUNKER
 - EXISTING BUNKER
 - PROPOSED GOLF FAIRWAY
 - POTENTIAL WETLAND
 - POTENTIAL WETLAND

NOTES

1. Proposed wetlands are shown in light green on the map.
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DATE: 10/1/77
SCALE: 1" = 100'

EXHIBIT B
PROPOSAL RATINGS
FOR
THE FIRST PHASE OF THE PILGRIM CREEK VECTOR HABITAT REMEDIATION
PROJECT

	CONSULTANT	CITY	TOTAL POINTS
1.	RBF Consulting	Carlsbad	279
2.	Analytical Environmental Services (AES)	San Diego	264
3.	Environmental Science Associates (ESA)	San Diego	261
4.	RECON Environmental, Inc.	San Diego	248
5.	Dudek	Encinitas	247
6.	Tory R. Walker Engineering, Inc.	Vista	241