ITEM NO. 18

STAFF REPORT *CITY OF OCEANSIDE*

DATE: May 7, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT TO UPDATE THE ENVIRONMENTAL TECHNICAL STUDIES FOR THE RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Carlsbad, in the amount of $49,705 to update the environmental technical studies for the Rancho Del Oro Detention Basin Flood Control Improvement Project, and authorize the City Manager to execute the agreement.

BACKGROUND

The Rancho Del Oro Detention Basin Flood Control Improvement Project is located at the southeast corner of Rancho Del Oro Drive and Oceanside Boulevard, between the Sprinter Rail and Oceanside Boulevard. It is the last of three basins planned to alleviate downstream flooding along Loma Alta Creek. Completion of all three basins will decrease flooding in downstream areas adjacent to Loma Alta Creek and will allow for a comprehensive Letter of Map Revision to be filed with FEMA to remove the flood insurance requirements for many properties located downstream.

A Final Subsequent Environmental Impact Report for the three detention basins was completed in March 1999.

The first detention basin, located along Garrison Creek at the southeast corner of Mesa Drive and Oceanside Boulevard, was completed in February 2006. The second detention basin, located along Loma Alta Creek at El Camino Real, approximately 900 feet south of the intersection of El Camino Real and Oceanside Boulevard, was completed in 2012.

ANALYSIS

In order to proceed with the final engineering design and construction of the detention basin along Loma Alta Creek at Rancho Del Oro Drive, the environmental technical studies from the original Final Subsequent Environmental Impact Report must be updated. Time sensitive bird-focused surveys are required as part of the update, and in order to meet the spring timing of these surveys, staff finds it beneficial to proceed with the environmental portion of the project now.

In accordance with the City's consultant selection guidelines, staff solicited a request for proposals for services to be performed during the first phase of the project. Six proposals were received and evaluated from the following firms: RECON, RBF Consulting, ESA, Dudek, AES and Kinsinger Environmental Consulting. 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 A). Staff recommends RBF Consulting as the best candidate to update the environmental technical studies for the Rancho Del Oro Detention Basin Flood Control Improvement Project.

FISCAL IMPACT

The proposed contract amount with RBF Consulting is $49,705. The Rancho Del Oro Detention Basin Improvement Project (905120100212) has an available balance of approximately $725,000. Therefore, sufficient funds are available in the FY 2013-14 budget to complete the project. The total contract amount of $49,705 will be budgeted to 905120100212.5326.10100 to expend the funds. Development Services Department's cumulative total of funds paid to and currently encumbered on behalf of RBF Consulting is $505,690.

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 Carlsbad, in the amount of $49,705 to update the environmental technical studies for the Rancho Del Oro Detention Basin Flood Control Improvement 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

Marisa Lundstedt, City Planner

James R. Riley, Financial Services Director

Exhibit A: Proposal Ratings

Exhibit B: Professional Services Agreement

EXHIBIT A

PROPOSAL RATINGS

FOR

THE UPDATE OF THE ENVIRONMENTAL TECHNICAL STUDIES FOR THE RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT

	CONSULTANT	***CITY***	***TOTAL POINTS***
1.	RBF Consulting	Carlsbad	268
2.	Analytical Environmental Services (AES)	San Diego	262
3.	Environmental Science Associates (ESA)	San Diego	259
4.	RECON Environmental, Inc.	San Diego	253
5.	Dudek	Encinitas	249
6.	Kinsinger Environmental Consulting	La Mesa	171

EXHIBIT B

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT - 905120100212

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: Update the environmental technical studies for the Rancho Del Oro Detention Basin Flood Control Improvement Project. A more detailed scope of work for the project, as defined by the CONSULTANT, 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.

4. **LIABILITY INSURANCE.**

RECEIVED
APR 18 2014
RBF CONSULTING

RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT - 905120100212

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
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

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

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

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.

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.

8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $49,705.00. 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 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.

RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT - 905120100212

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

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

Date: April 22, 2014

95-2247293
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

Date: _____

APPROVED AS TO FORM:

Barbara Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\05-07-14 PSA RBF RDO Det Basin Imp.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On April 22, 2014 (Date) before me, Kim Hartsfield, Notary Public (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.

KIM HARTSFIELD
Commission # 1998376
Notary Public - California
Orange County
My Comm. Expires Nov 25, 2016

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: Contract - City of Oceanside

Document Date: 04/22/14 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT A

"Exhibit A"
Scope of Work
Rancho Del Oro Detention Basin Flood Control Improvement Project

Project Kick-Off and Baseline Investigation

Task 1: Kick-Off, Project Meetings, and Reporting

RBF has established this task for the initial kick-off meeting with the City of Oceanside. This meeting will be an opportunity to meet with staff and discuss details of the project prior to performing project tasks. The goal of the kick-off meeting would be to assist the project team in understanding the expected regulatory and environmental process as well as surface any needs/details not discussed in the RFP. This task also includes up to additional two (2) meetings with the project team over the course of the project to discuss progress, timing and results of the requested studies and reports. We have also included the Pre-Application field meeting with the regulatory agencies (would occur prior to agency submittals) in this task. Included in this task are meeting minutes which will document ongoing coordination. This task includes coordination with the North County Transit District (NCTD), as needed.

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

Task 2: Project Coordination and Management

Chris Johnson (Project Manager) and Richard Beck (Principal in Charge) will be responsible for management and supervision of the Project Team as well as consultation with City staff to incorporate City and County policies into the environmental and regulatory documentation. 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 3: 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 focus will be on the perimeter of the basin, given the limitations of the wall construction. 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.

Deliverables: One digital file of report (PDF)

Task 4: Biological Technical Report / Biological 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.

RBF will review past biological studies (past EIR) 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.

A database search of the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding sensitive biological resources known to occur in the region and vicinity of the site will also be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs, as appropriate, to define the habitat requirements for sensitive species potentially occurring onsite.

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 (*Empidonax traillii extimus*), least Bell's vireo (*Vireo bellii pusillus*), and California gnatcatcher (*Polioptila californica californica*). 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.

Deliverables: One digital file of report (PDF)

Task 5: Biological Focused Surveys

For the Rancho del Oro Detention Basins, we propose protocol surveys for the federal and state listed as endangered least Bell's vireo (Vireo bellii pusillus) and southwestern willow flycatcher (Empidonax traillii extimus) because of extant habitat in the project footprint. While the 1998 Environmental Analysis does not identify habitat for the federal listed as threatened coastal California gnatcatcher (Polioptila californica californica) in the Rancho del Oro area, the 1998 vegetation map for these retention basins shows a patch of Baccharis scrub that could be used by gnatcatchers if more traditional coastal sage scrub species are nearby. In addition, the slopes south of the NCTD Sprinter rail line supports vegetation that may be coastal sage scrub as identified in regional vegetation mapping.

Southwestern Willow Flycatcher Surveys and Least Bell's Vireo

Project-specific protocol surveys for southwestern willow flycatcher require a minimum of five surveys. At least one survey must occur in each of the official survey periods: 15 to 31 May; 1 to 21 June; and 22 June to 10 July. A minimum of one additional visit is required in the second and third survey periods. Each visit must be separated by a minimum of five days. 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.

Least Bell's vireo and southwestern willow flycatcher are both riparian specialists with similar habitat requirements, making it possible to conduct surveys for both species simultaneously. To

the extent feasible and dependent on timing needs, least Bell's vireo and southwestern willow flycatcher surveys will be combined.

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 brown-headed cowbirds (Molothrus ater) within survey areas will also be recorded with GPS since this species is a known nest parasite of the two species. Per the protocol, a report will be submitted to the USFWS of the results of the surveys.

Coastal California Gnatcatcher Habitat Assessment
A RBF biologist will assess the habitat within the detention basins and 500-foot buffer around the proposed construction area. If the results of the assessment show that potential habitat for gnatcatchers is present within the proposed project area or adjacent buffer, protocol surveys for the California gnatcatcher will be performed.

Coastal California Gnatcatcher Surveys
Assuming the lead agency for the project is the City of Oceanside, this project would qualify under Section 4(d) of the federal Endangered Species Act for the three breeding season USFWS protocol which requires three surveys between 15 Feb and 30 Aug. Surveys must be separated by at least one week. A biologist with the required 10(a)(1)(A) permit for gnatcatchers will survey up to 100 acres per biologist per day on lands within project site and buffer. 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 brown-headed cowbirds (Molothrus ater) within survey areas will also be recorded with GPS since this species is a known nest parasite of the species. Prior to conducting surveys of the slope adjacent to the proposed project area, right of entry may need to be granted by the property owners. Per the protocol, a report will be submitted to the USFWS of the results of the surveys within 45 days of the final survey.

Deliverables: One digital file of report (PDF)

<u>CEQA Compliance and Regulatory Permitting</u>

Task 6: Preparation of EIR Addendum

RBF shall prepare an Addendum to the Project EIR. Technical studies from the tasks above will be attached to the Addendum, in addition to five graphics that highlight the Project location and disturbance limits. RBF assumes that the City will file the Addendum internally. This scope of work excludes preparation of an Initial Study, Mitigated Negative Declaration, or new EIR and associated Public Review. The Addendum will be approximately ten (10) pages and contain a table/matrix that compares the proposed Project to the original Project as discuss in the EIR. The Project description (including potential sewer alignments) will be defined concurrently with City Engineering and Planning Staff.

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

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

Task 7: Preparation of Regulatory Applications

RBF will concurrently prepare application packages for the Corps Section 404 Nationwide Permit, Regional Board Section 401 Water Quality Certification, and CDFW Section 1602 Streambed Alteration Agreement. Each submittal package will generally include the following key items:

- Application cover letter: The letter will be on RBF letterhead and introduce the project and define the submittal document.
- Standard Agency Forms: The most recent standard forms for each agency will be utilized. An attachment may be provided so that the complete project description and necessary detail is included. A detailed project description for improvements within jurisdictional areas will also be provided (including a discussion on best management practices).
- Project Exhibits: Exhibits will illustrate key project features and help clarify written text. Anticipated exhibits include: Regional Vicinity Map, Site Vicinity Map, Project Photographs, Jurisdictional Map, and Project Site Plans.
- Environmental Documentation: The environmental documentation section of the application package will include the Delineation of Jurisdictional Waters, Habitat Assessment, and CEQA Documentation.
- Application Fees: The Certification filing fee pursuant to the Regional Board's December 2013 Fee Schedule (fees based on total project impacts) and the CDFW's Notification 2014 filing fee (based on project costs) will be provided by the Client.

Deliverables: This task includes one round of internal revisions. The deliverable for this task includes a draft (1 copy of each application) and final (1 copy of each application) to the City for file. One copy of each application will also be formally submitted to the agencies in a 3-ring binder.

Task 8: Habitat Mitigation and Monitoring Plan

Pursuant to Page 1 of the existing Habitat Mitigation and Monitoring Plan, dated February 2004, the Project Site (RDO Basin) will be mitigated under a separate HMMP and is not covered in the 2004 document. Once impacts to jurisdictional areas are defined, RBF shall identify a location of the mitigation site (this may be within the RDO Basin). The HMMP would also incorporate a discussion on future maintenance requirements needed with the basins. The goal is to identify one location that will mitigate all impacts. While every effort would be made to limit mitigation efforts, off-site mitigation may be required if wetland impacts occur (due to state and federal no net loss policies). This would be dictated by the Corps or U.S. Fish and Wildlife Service.

Preparation of Draft HMMP Report

RBF shall prepare a Habitat Mitigation and Monitoring Plan (HMMP) for the project site. The HMMP is designed to document the compensatory mitigation to jurisdictional impacts. The HMMP shall be prepared in accordance with the Corps' Los Angeles District Mitigation guidelines and Monitoring Requirements, dated April 19, 2004 and the Mitigation Rule (33 C.F.R. Part 332; 73 FR 19670-19687 (April 10, 2008)). The Plan shall discuss:

- *Responsibilities and qualifications of the personnel to implement and supervise the plan.* The responsibilities of the Applicant that would supervise and implement the plan shall be specified.

- *Site preparation and planting implementation.* Site preparation shall include: (1) protection of existing native species; (2) trash and weed removal; (3) native species salvage and reuse (i.e., duff); (4) soil treatments (i.e., imprinting, decompacting); (5) temporary irrigation installation (if required); (6) erosion control measures (i.e., rice or willow wattles); (7) seed mix application; and (8) container species planting.

- *Schedule.* A schedule shall be developed which includes planting in late fall and early winter (between October 1 and January 30) or dictated by the regulatory agencies.

- *Maintenance plan/guidelines.* The Maintenance Plan shall include: (1) weed control; (2) herbivory control; (3) trash removal; (4) irrigation system maintenance (if required); (5) maintenance training; and (6) replacement planting.

- *Monitoring Plan.* The Monitoring Plan shall be described to include: (1) qualitative monitoring (i.e., photographs and general observations); (2) quantitative monitoring (i.e., randomly placed transects); (3) performance criteria, as approved by the above-listed resource agencies; (4) monthly reports for the first year and reports every other month thereafter; and (5) annual reports, which shall be submitted to the resource agencies on a yearly basis, for five years. This task does not include monitoring of the restoration sites.

- *Long-term preservation.* Long-term preservation of the site shall also be outlined in the conceptual Mitigation Plan to ensure the mitigation site is not impacted by future development.

Pursuant to agency requirements, the HMMP will include a maximum of four (4) exhibits to enhance the written text and clarify the approach. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Mitigation Site Plan; and, 4) On-Site Photographs. This task includes time for Geographic Information Systems (GIS) analysis.

Preparation of Final HMMP Report

This task includes response to comments and revisions associated with client and/or regulatory agency reviews. RBF shall provide regulatory services for the completion of the HMMP. The processing shall include required correspondence or telephone calls between the reviewing staff related to the HMMP. Typically agency comments are responded to via email; however, this task includes one (1) round of formal (written and hard copy submittal) response to comments as needed.

Deliverables: One digital file of report (PDF)

Task 9: Processing of Regulatory Applications

RBF shall provide regulatory services for the processing of the regulatory applications through the Corps, Regional Board and CDFW. The processing shall include required correspondence

or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the biological consultant, if necessary. This task assumes the processing of a nationwide permit with the Corps; should the Corps require a different process (i.e., Standard Individual Permit), the City shall be notified and work would continue upon an approved contract augmentation.

Typically agency comments are responded to via email; however, this task includes one (1) round of formal (written and hard copy submittal) response to comments per each application package. This task includes the preparation of permit tracking logs for the Client throughout the permit process. An electronic Permit Summary Report will be submitted to the client once the agency approvals are obtained.

Deliverables: Digital file of Bi-weekly Permit Tracking Logs and Permit Summary Report upon issuance of all approvals.

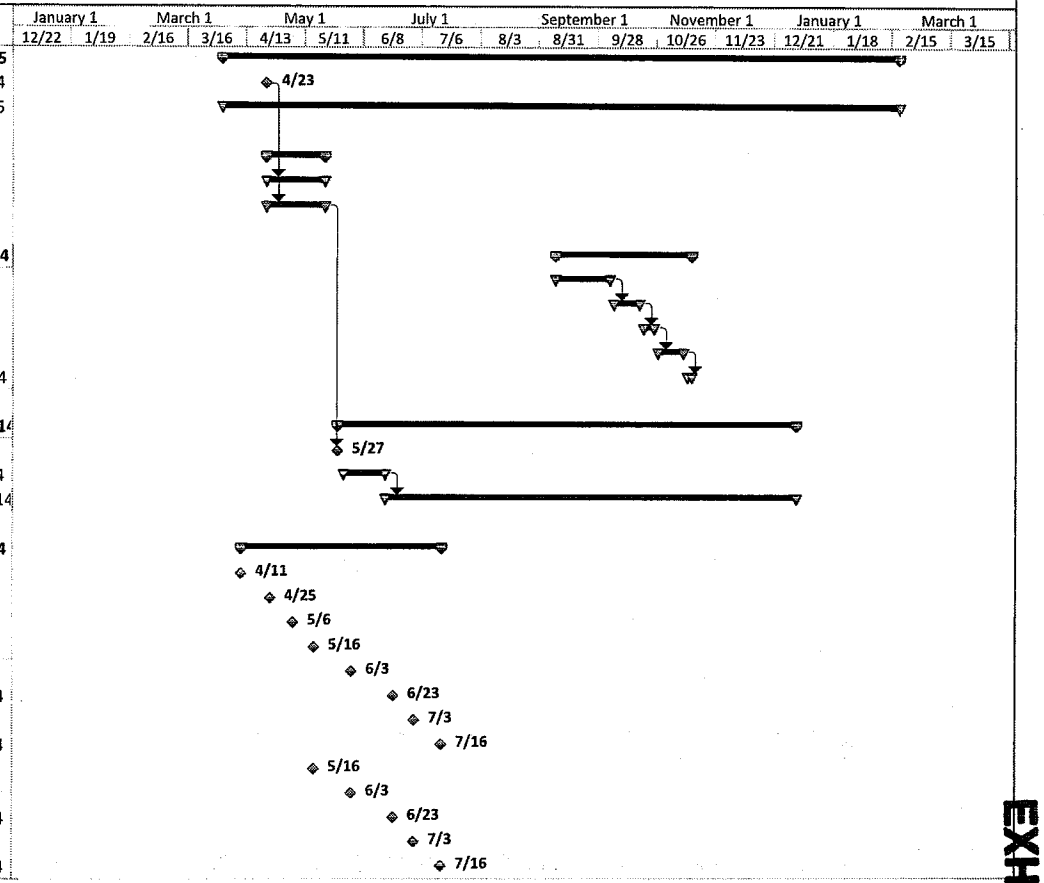
Exhibit B: Cost Estimate
RANCHO DEL ORO DETENTION BASIN FLOOD CONTROL IMPROVEMENT PROJECT

TASK	Position / Billing Rate	Principal 250	Survey (2-Man Crew) 250	Project Manager 185	Senior Engineer 180	Senior Planner 165	Landscape Architect 150	Regulatory Specialist 140	Design Engineer 130	GIS Analyst 130	Env. Analyst 110	Graphic Artist 100	Total Hours	Subs Direct	TOTAL COST
1. Kick-Off Meeting		4		4									8		$1,740
2. Project Coordination and Management				16									16		$2,960
3. Delineation of Jursidictional Waters				6						6	32	3	47		$5,710
4. Biological Technical Report		1		1						4	34	2	42		$4,895
5. Biological Focused Surveys														$10,060	$10,060
6. Preparation of EIR Addendum		2		2		12					40	4	60		$7,650
7. Preparation of Regulatoty Applications		1		2							36		39		$4,580
8. Habitat Mitigation and Monitoring Plan (HMMP)				4						6	40		50		$5,920
9. Processing of Regulatory Applications (Assumes NWP)		1		4							40		45		$5,390
Subtotal															$48,905
REPROGRAPHICS															$800
TOTAL HOURS		9	0	39	0	12	0	0	0	16	222	9	307		
* Percent of Total Labor (Hours)		3%	0%	13%	0%	4%	0%	0%	0%	5%	72%	3%	100%		
TOTAL LABOR COSTS		$2,250	$0	$7,215	$0	$1,980	$0	$0	$0	$2,080	$24,420	$900		$10,060	$49,705

EXHIBIT B

Exhibit C: Project Schedule
Rancho Del Oro Detention Basin Flood Control Improvement Project
Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Meetings, Management and Coordination**	**231 days**	**Wed 4/2/14**	**Wed 2/18/15**
2	Kick-Off Meeting	0 days	Wed 4/23/14	Wed 4/23/14
3	Project Coordination and Management	231 days	Wed 4/2/14	Wed 2/18/15
4				
5	**Environmental Baseline Studies**	**20 days**	**Wed 4/23/14**	**Tue 5/20/14**
6	Delineation of Jurisdictional Waters	4 wks	Wed 4/23/14	Tue 5/20/14
7	Biological Habitat Assessment	4 wks	Wed 4/23/14	Tue 5/20/14
8				
9	**Addendum to EIR**	**47 days**	**Mon 9/8/14**	**Tue 11/11/14**
10	RBF Prepares Draft EIR Addendum (Post Concept Design with Phase II)	20 days	Mon 9/8/14	Fri 10/3/14
11	City Review of EIR Addendum	2 wks	Mon 10/6/14	Fri 10/17/14
12	RBF Revisions to EIR Addendum	5 days	Mon 10/20/14	Fri 10/24/14
13	City Final Review of EIR Addendum	2 wks	Mon 10/27/14	Fri 11/7/14
14	RBF Finalizes EIR Addendum	2 days	Mon 11/10/14	Tue 11/11/14
15				
16	**Regulatory Processing**	**157 days**	**Tue 5/27/14**	**Wed 12/31/14**
17	Pre-Application Meeting with Agencies	0 days	Tue 5/27/14	Tue 5/27/14
18	Preparation of Regulatory Applications	14 days	Fri 5/30/14	Wed 6/18/14
19	Regulatory Processing of Submitted Applications	7 mons	Thu 6/19/14	Wed 12/31/14
20				
21	**Focused Surveys for Birds**	**68 days**	**Fri 4/11/14**	**Wed 7/16/14**
22	Least Bell's vireo Focused Survey No. 1	0 days	Fri 4/11/14	Fri 4/11/14
23	Least Bell's vireo Focused Survey No. 2	0 days	Fri 4/25/14	Fri 4/25/14
24	Least Bell's vireo Focused Survey No. 3	0 days	Tue 5/6/14	Tue 5/6/14
25	Least Bell's vireo Focused Survey No. 4	0 days	Fri 5/16/14	Fri 5/16/14
26	Least Bell's vireo Focused Survey No. 5	0 days	Tue 6/3/14	Tue 6/3/14
27	Least Bell's vireo Focused Survey No. 6	0 days	Mon 6/23/14	Mon 6/23/14
28	Least Bell's vireo Focused Survey No. 7	0 days	Thu 7/3/14	Thu 7/3/14
29	Least Bell's vireo Focused Survey No. 8	0 days	Wed 7/16/14	Wed 7/16/14
30	Willow flycatcher Focused Survey No. 1	0 days	Fri 5/16/14	Fri 5/16/14
31	Willow flycatcher Focused Survey No. 2	0 days	Tue 6/3/14	Tue 6/3/14
32	Willow flycatcher Focused Survey No. 3	0 days	Mon 6/23/14	Mon 6/23/14
33	Willow flycatcher Focused Survey No. 4	0 days	Thu 7/3/14	Thu 7/3/14
34	Willow flycatcher Focused Survey No. 5	0 days	Wed 7/16/14	Wed 7/16/14



Project: RDO Detention
Date: Thu 3/27/14

Task | Split | Milestone | Summary | Project Summary

EXHIBIT C