ITEM NO. 13

STAFF REPORT

CITY OF OCEANSIDE

DATE: May 6, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **BUDGET APPROPRIATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE RANCHO DEL ORO DETENTION BASIN PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with RBF Consulting of Irvine in the amount of $722,866 for final engineering plans, specifications, and estimates for the Rancho Del Oro (RDO) Detention Basin Project; approve a budget appropriation in the amount of $320,000 from Assigned Funds to the CIP budget within Transnet Fund 212 to cover the costs of the agreement; and authorize the City Manager to execute the agreement.

BACKGROUND

A Final Subsequent Environmental Impact Report (FSEIR) was completed in 1999 for the planned construction of three detention basins to reduce flooding in downstream areas adjacent to Loma Alta Creek, west of El Camino Real (ECR). Upon completion of the three basins, a Letter of Map Revision will be filed with FEMA to modify the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map; removing the flood insurance requirement for properties located outside the newly mapped SFHA.

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 ECR, approximately 900 feet south of the intersection of ECR and Oceanside Boulevard, was completed in 2012.

The RDO Detention Basin Project is the third and final detention basin and is located at the southeast corner of RDO Drive and Oceanside Boulevard, between the Sprinter Rail and Oceanside Boulevard. The wall construction for this basin is in direct conflict with a 15" trunk sewer line that runs parallel with and approximately 10' under Loma Alta Creek. The existing pipeline will be susceptible to both the weight of the walls and significant infiltration and inflow when the detention basin is used to control storm flows, creating significant challenges for the City's sewer maintenance crews. Therefore progress of the RDO Basin design was dependent on long term outlook and modeling within the Water Utilities Sewer Master Plan.

On January 30, 2013, a Professional Services Agreement (PSA) was entered into with Carollo Engineers (Carollo) to update the Water Utilities Sewer Master Plan, which included monitoring and dry and wet weather modeling scenarios for near-term and long-term periods to be used for CIP development. In January 2014 a functioning model of the sewer tributary to the 15" trunk sewer line in conflict with the RDO Detention Basin walls was completed by Carollo as part of the Sewer Master Plan modeling.

On March 5, 2014, a PSA was entered into with Carollo to produce a sewer relocation alternative study for the RDO Detention Basin to evaluate alternatives and make recommendations to relocate the existing 15-inch trunk sewer line in conflict with the detention basin walls.

On May 7, 2014, a PSA was entered into with RBF Consulting (RBF) to update the environmental technical studies for the FSEIR and prepare an addendum for the project.

The environmental studies and the sewer relocation alternative study were completed in summer 2014. The sewer relocation alternative study recommended Alternative 2, which will be incorporated into the project (Exhibit B attached).

The addendum to the FSEIR is currently in process with an anticipated completion date of summer 2015

ANALYSIS

Professional engineering services are necessary to obtain resource agency permits, complete construction bid documents, provide construction support, manage a project schedule for on-time delivery, and maintain quality control.

In accordance with the City's consultant selection guidelines, staff solicited a Request for Proposals for the project. Proposals from RBF and Tory R. Walker Engineering were received and evaluated by a selection committee consisting of City staff. The committee 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. On February 19, 2015, staff scheduled and conducted interviews with each consultant team. RBF received the highest score based on the interview process.

FISCAL IMPACT

The contract price with RBF Consulting of Irvine is $722,866. The current available balance of the Detention Basin at Loma Alta Creek and RDO budget is approximately $551,417 (905120100212). A budget increase of $320,000 will be needed to cover the costs of the PSA contract amount, staff time, and administrative allocation. $320,000 will be appropriated to the Detention Basin at Loma Alta Creek and RDO account (905120100212.5326.10100) from TransNet Restricted fund balance in account 212.3010, which has a current balance of

$477,427. TransNet ½ cent sales tax in Fund 212 is the funding source. Therefore, sufficient funds will be available.

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 $722,866 for final engineering plans, specifications, and estimates for the Rancho Del Oro (RDO) Detention Basin Project; approve a budget appropriation in the amount of $320,000 from Assigned Funds to the CIP budget within Transnet Fund 212 to cover the costs of the agreement; and authorize the City Manager to execute the agreement.

PREPARED BY:

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SUBMITTED BY:

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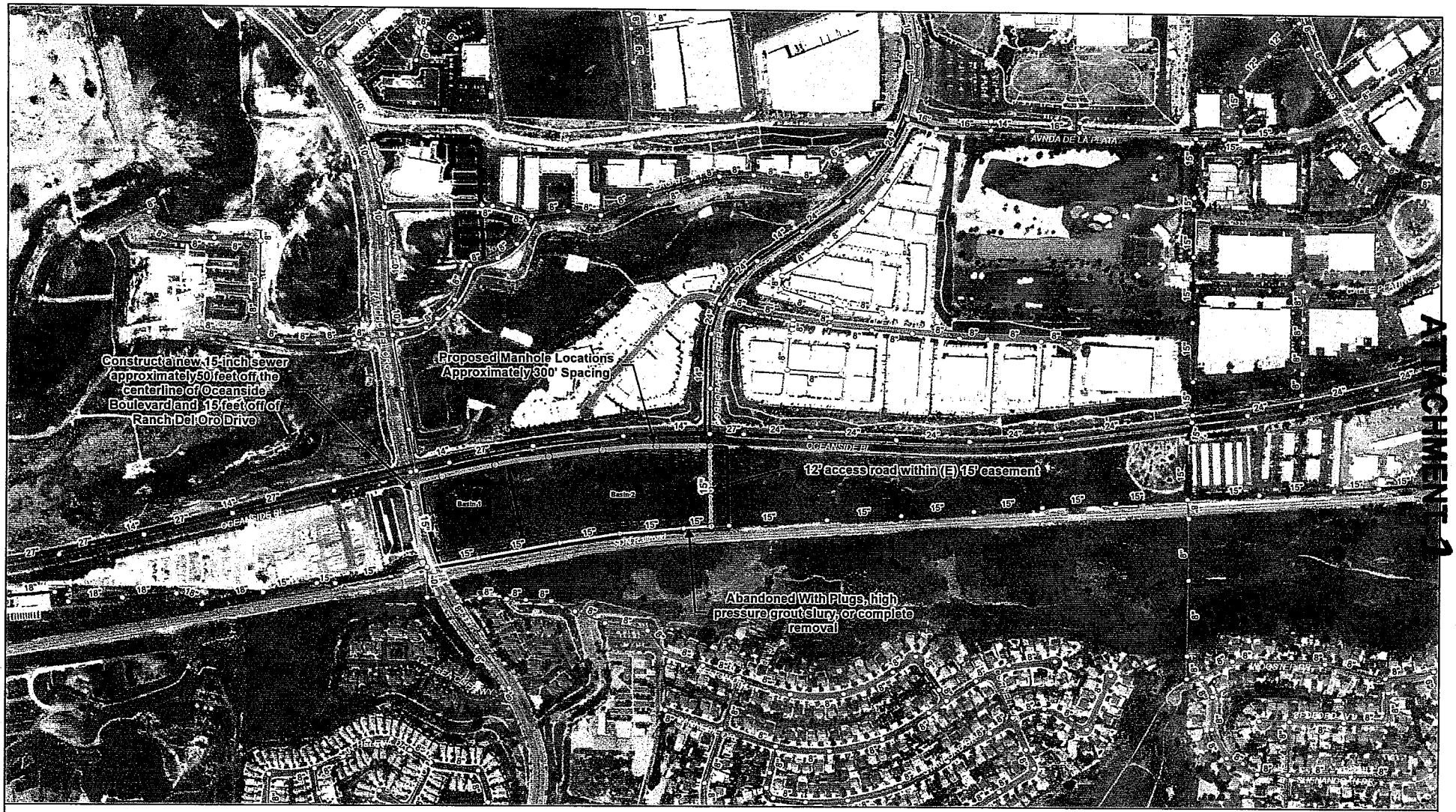
REVIEWED BY:

Peter A. Weiss, Assistant City Manager
Rick Brown, Interim Development Services Director
Scott O. Smith, City Engineer
Jane M. McPherson, Interim Financial Services Director
Jason Dafforn, Interim Water Utilities Director

Attachments:

1) Location Map
2) Exhibit B – Sewer Relocation Alternative Study Alternative 2
3) Request for Qualifications
4) Consultant Proposal – Rating Form
5) Interview Results
6) Professional Services Agreement



ATTACHMENT 4

Legend

- Proposed Manhole
- **Modeled Collection System**
- Lift Station
- Manhole
- **Pipelines**
- **Gravity Mains**
- 12" and Smaller
- 14" and Larger
- Alternative 2 - Deep Pipe
- Pipeline to Abandon
- Drainage Channel
- Rancho Del Oro Drive Basins
- 12' Access Road Within (E) 15' Easement

0 400 800
Feet

Figure 4
Alternative 2 Gravity Pipeline Realignment
Rancho Del Oro Realignment Alternative Study
City of Oceanside

Carollo

ATTACHMENT 2

ATTACHMENT 3

December 12, 2014

REQUEST FOR PROPOSALS

FOR

RANCHO DEL ORO DETENTION BASINS @ LOMA ALTA CREEK

RFP DUE:
January 29, 2015

City of Oceanside – Engineering Division
300 North Coast Highway
Oceanside, CA, 92054
(760) 435-5085

SYNOPSIS

The City of Oceanside (CITY) Capital Improvement Program is inviting proposals, including statements of qualifications, from consultant firms to be placed on a shortlist for the Rancho Del Oro Detention Basins @ Loma Alta Creek Project ("PROJECT") located at the southeast corner of Oceanside Boulevard and Rancho Del Oro Drive (Exhibit A).

Each proposal shall clearly demonstrate that the consultant firm ("CONSULTANT") has the expertise and environmental, resource agency, surveying, engineering, geotechnical, structural, and landscape services necessary to satisfy California Environmental Quality Act (CEQA) requirements, obtain resource agency permits, develop construction documents, and provide construction support services for the PROJECT.

The CONSULTANT will be evaluated based on information submitted in response to the criteria included in this Request for Proposal ("RFP"). A selection committee will establish a shortlist of CONSULTANTs determined to be the most qualified for the PROJECT. The CITY will notify all CONSULTANTs that submitted responsive proposals of their shortlist status. The CITY will invite the shortlisted CONSULTANTs for oral presentations of their specific methods and expertise to be used for the work.

The CITY will enter into contract negotiations with the CONSULTANT having the best oral presentation on the project. Project costs will be requested prior to negotiations with the selected firm and shall not be provided in the proposals or at the interview. Upon successful negotiations, the CITY and CONSULTANT will enter into a professional services agreement ("PSA'") with an anticipated start date of April 2015. The proposed construction advertisement date is July 2017; this date may be revised if proposed schedules justify a change.

PROJECT OVERVIEW

The Rancho Del Oro ("RDO") detention basins will complete a comprehensive flood control improvement program in the region of Loma Alta Creek to reduce downstream flooding in the lower region of the creek. The creek drains a seven (7) square mile watershed and extends over seven miles from the Pacific Ocean

In 1999 the City certified a Subsequent Environmental Impact Report (SEIR) (Exhibit B) proposing the following:

1. Realignment and channelization of Loma Alta Creek from the AT&SF railroad bridge, between Pacific Street and Coast Highway, to Foussat Road.
2. Reconstruction of 2 bridges along Loma Alta Creek located at Coast Highway and Pacific Street.
3. Construction of six detention basins in 3 separate locations:
    a. Garrison Creek, a tributary of Loma Alta Creek, at El Camino Real (Garrison Basin).
    b. Loma Alta Creek at El Camino Real (El Camino Basin).
    c. Loma Alta Creek at Rancho Del Oro Drive (RDO Basin).

The RDO basin is located on North County Transit District (NCTD) property at the southeast corner of Rancho Del Oro Drive and Oceanside Boulevard (APN 162-082-32) and its general alignment is shown below (Excerpt from page 16 of the SEIR).

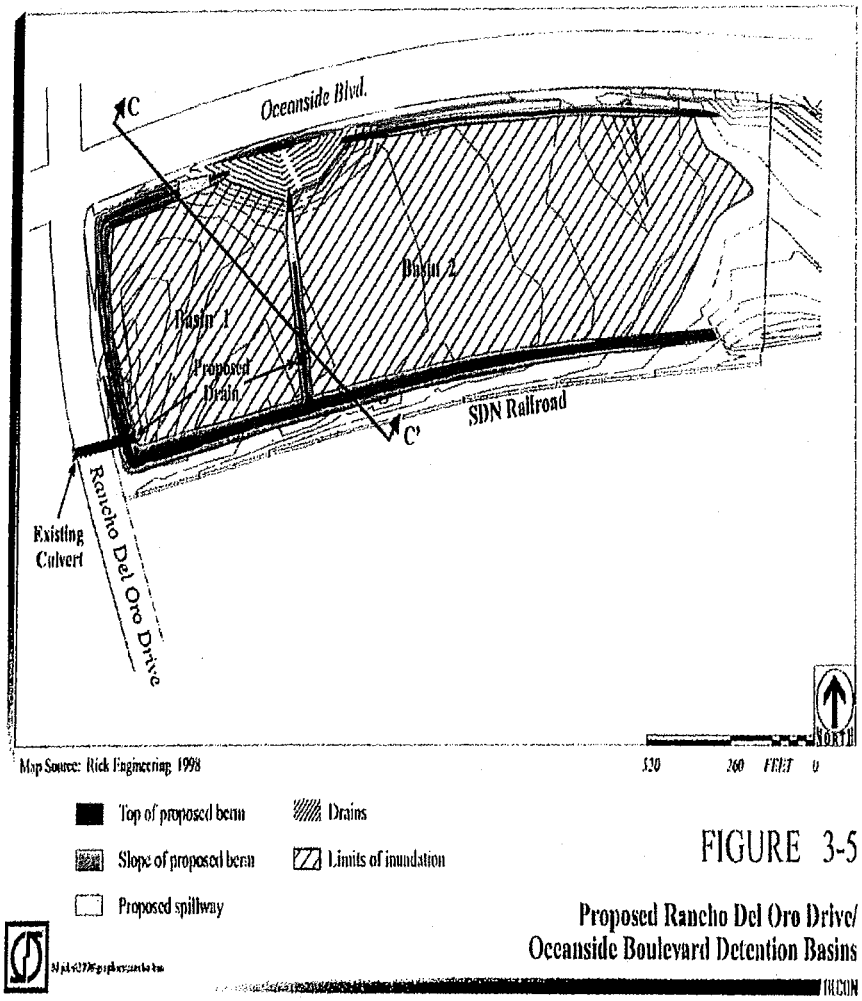


FIGURE 3-5

Proposed Rancho Del Oro Drive/
Oceanside Boulevard Detention Basins

In 2007 NCTD constructed the southerly wall and mid wall stub out for the RDO Basin and the southerly wall of the El Camino Basin during the Sprinter Rail Project (Exhibit C). The SEIR originally shows all 6 detention basins with an earthen berm type construction; however, the walls constructed by the Sprinter Rail Project, Garrison Basin (Exhibit D) and El Camino Basin (Exhibit E) were all constructed with block walls.

In March 2014 the City hired Carollo Engineers Inc. to produce a sewer relocation alternative study that provided alternatives for relocating an existing sewer line in conflict with the RDO Basin walls. The study was completed and alternative 2 was selected for inclusion into the overall design and construction of the RDO Basin project (Exhibit F).

In May 2014 the CITY hired RBF Consulting to update the environmental technical studies and complete an addendum for the SEIR. The studies have been completed and include the following:

1. Delineation of State and Federal Jurisdictional Waters (Exhibit G)
2. Focused Avian Surveys (Exhibit H)
3. Habitat Assessment (Exhibit I)
4. Ambrosia Survey (Exhibit J)

The addendum is currently in process.

Once the RDO basin has been constructed and as-built, the flood control program identified in the SEIR will be complete and NCTD will have a consultant process a Letter of Map Revision (LOMR) with FEMA to remap the flood plain along the creek (not a part of this project).

SCOPE OF SERVICES

Proposals should address the following tasks for the RDO Basin:

A. Design Surveys

CONSULTANT shall prepare a comprehensive topographic survey to identify and plot existing conditions of the project site. Topography shall include, but not be limited to, obtaining locations, elevations and descriptions of:

- Spot elevations on hardscape features
- Existing structure footprints
- Sidewalks and trails, driveways, and curb ramps
- Pavement areas including roadway surfaces
- Storm drain manholes, inlet and outlet structures, upstream and downstream culvert locations
- Vegetation
- 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 and grade breaks.
- Surveys will include cross-section shots of the existing roads, NCTD railroad right-of-way and above-ground utilities adjacent to the site.

The basis for horizontal and vertical control will be Record of Survey Map No. 21787.

B. Hydrology Services

1. CONSULTANT shall update the HEC-1 hydrologic analysis prepared during preliminary design of the RDO Basin to reflect updated volume information based on:

   - Updated topographic information,
   - Constructed NCTD wall location
   - Proposed future wall locations.

   Update the design of the mid-basin wall opening and the outlet structure design at Rancho Del Oro Drive to provide the desired detention characteristics for the basin. Analyze the 10-year, 50-year, 100-year and 500-year storm events to determine detained discharge rates from the RDO Basin.

   CONSULTANT shall review the HEC-1 analysis for the 10–year, 50-year, 100-year and 500-year hydrology and HEC-1 work map. (FEMA Case No; 00-09-673R) for a Conditional Letter of Map Revision (CLOMR) for Loma Alta Creek and Garrison Creek by Rick Engineering Dated March 8, 2002. The subject CLOMR, on file in the office of the City Engineer, shall be used as the starting point for the update to the HEC-1 analysis listed above and said files can be obtained upon request.

2. Analyze the 100-year undetained flow rate to design the emergency spillways for the basin.

3. Prepare tractive force calculations and design riprap slope protection recommendations for: the mid-basin wall opening, the basin outlet approach apron, and the emergency spillway.

4. Update HEC-RAS calculations to reflect the ponded water surface elevations within the basin and verify that FEMA freeboard requirements are accommodated for in the design.

C. Final Engineering - Civil

1. CONSULTANT will prepare and submit the following to the City of Oceanside for review and approval: grading, wall, public improvement, and erosion control plans for the construction of improvements for the RDO Basin as one set of plans (PLAN). The PLAN shall include the sewer, access road, storm drain, and grading design. The design shall also include the construction of curb and gutter and sidewalk along the project frontage, extending to the existing curb and gutter and sidewalk to the East along Oceanside Boulevard.

The RDO Basin walls shall be located entirely within NCTD property (APN 162-082-32) and placed outside the ultimate right-of-way (R/W) required by the Circulation Element of the General Plan (62' from centerline to R/W on Oceanside Boulevard; 25' property line radius at the intersection of Oceanside Boulevard and Rancho Del Oro Drive; 50' from centerline to R/W on Rancho Del Oro Drive) and the future right-of-way shall be shown on the PLAN.

2. CONSULTANT will prepare and include striping and traffic control plans as part of the PLAN for the proposed work in the public R/W.

3. CONSULTANT will prepare project specifications and cost estimates. The 2012 Green Book will be the basis of the specifications. The CONSULTANT will submit the bid schedule and Section 8 (Special Provisions); the CITY will incorporate these items into the contract documents for the project.

4. Perform a site analysis to evaluate intersection sight visibility and stopping sight distances that could be affected by the new walls and submit associated calculations to the CITY for review and approval.

D. Geotechnical Investigation

The overall objectives of the geotechnical investigation are to provide geotechnical input associated with: (a) type selection, design and construction of new retaining walls and culverts, and; (b) evaluation of the adequacy of the existing retaining walls constructed along the NCTD corridor and (c) approximately 2,900' of new 15" sewer line relocated across Loma Alta Creek and along Oceanside Boulevard and Rancho Del Oro Drive (alternative 2 to of Exhibit F)

The overall scope of geotechnical services for the project shall consist of the tasks outlined in the following sections. CONSULTANT shall use its professional judgment to modify the tasks as needed and shall perform a sufficient level of investigation and analysis to provide their findings, conclusions, professional opinions and recommendations to achieve the project objectives.

1. REVIEW OF AVAILABLE DATA AND INFORMATION

CONSULTANT shall review published geologic maps, aerial photographs, and other literature pertaining to the site to aid in evaluating geologic conditions that may be present. This shall specifically include review of previous geotechnical reports associated with the design and construction of existing retaining walls.

2. SITE AND SUBSURFACE INVESTIGATION

CONSULTANT shall perform a geotechnical investigation of the project site to characterize soil and groundwater conditions affecting the design and construction of the proposed project elements. CONSULTANT's investigation shall also provide data for the evaluation of "as-built" soil and groundwater conditions affecting the performance of the existing retaining walls.

CONSULTANT shall specify a field investigation program to include exploratory borings, cone penetrometer tests (CPTs) and any other exploratory methods deemed appropriate and applicable by CONSULTANT. CONSULTANT shall specify if field testing of hydraulic parameters will be performed (e.g., slug tests, pump tests).

Obtain County of San Diego Department of Environmental Health (DEH) boring permits for the borings. CONSULTANT shall prepare and submit a property owner consent form to the City of Oceanside for signature by the property owner (NCTD) as part of the DEH permit process.

CONSULTANT shall obtain permission from NCTD to drill on their property and within their right-of-way and will provide all necessary insurances required. In addition, all personnel working in the NCTD right-of-way will have taken the NCTD safety course and be certified to work in the railroad right-of-way.

CONSULTANT will provide siting and staking of proposed exploratory borings for utility clearance by Underground Service Alert (USA).

3. GEOTECHNICAL LABORATORY TESTING

CONSULTANT shall perform laboratory tests on selected soil samples to evaluate the geotechnical and hydraulic characteristics of site soils as required for the design and analysis. Testing shall include, but not necessarily be limited to, measurement of in-situ density and moisture content, shear strength, grain size, permeability and expansion characteristics of the site soils.

4. ANALYSIS

CONSULTANT shall perform engineering analysis of the available information/data and of the field and laboratory data from CONSULTANT's investigation as required to evaluate the site and subsurface conditions, evaluate soil parameters and model predicted soil behavior in order to develop design and construction recommendations for the project. CONSULTANT shall coordinate with the project structural engineers to perform engineering analyses using finite element computer software to estimate the pore water pressures and seepage flows underneath the proposed walls.

5. REPORT

CONSULTANT shall prepare a written report presenting their findings, conclusions, professional opinions and recommendations associated with the geotechnical input to the Type Selection Report (TSR) and the design and construction of the proposed walls, culverts and sewer line. CONSULTANT's report shall provide their findings related to site characterization including geology, subsurface soil and groundwater conditions. The report shall include all field and laboratory data and shall describe the geotechnical engineering analyses performed for the project.

At a minimum, CONSULTANT's recommendations related to the proposed improvements shall include the following:

a) Recommended retaining wall type(s) from a geotechnical perspective;

b) Retaining wall design criteria and parameters for various wall types, as applicable, including:

   i. Allowable bearing capacities (cantilevered walls);

   ii. Pile capacities (pile-supported walls);

   iii. Tieback design parameters (Sheet pile walls);

   iv. Design earth pressures (static and dynamic);

   v. Design hydrostatic pressures;

   vi. Design uplift forces;

   vii. Design seepage forces/flows;

   viii. Other geotechnical parameters as may be required by EM 1110-2-2502 and EM 1110-2-2014.

c) Earthwork recommendations and grading specifications including:

   i. Excavation characteristics;

   ii. Temporary support of excavations;

   iii. Remedial grading requirements;

   iv. Wall backfill placement and compaction;

   v. And trench shoring for sewer line relocation.

d) Evaluation and acceptance of the existing retaining wall along the NCTD railroad R/W in addition to the walls constructed with this project. The existing wall will connect to the walls constructed with this project and shall be treated as one. CONSULTANT's report shall present their findings, conclusions and professional opinions regarding the adequacy and stability of the existing retaining wall. If CONSULTANT determines that the as-built condition of any portions of the existing wall is deficient, CONSULTANT shall include such findings in their report and provide remedial design and construction recommendations for any and all portions of the existing wall where such measures are judged to be necessary.

E. Final Engineering - Structural

1. Flood Wall Structural Engineering

a. Type Selection Report

CONSULTANT shall prepare a Flood Wall Type Selection Report (TSR) and General Plans. The TSR shall study or address various alternatives that may include, but are not limited to: conventional cantilevered wall, sheet pile walls and pile supported walls. In addition, the TSR shall address seepage/leakage analysis, existing utilities, alternative materials, and closure/opening details.

The TSR shall identify and discuss the appropriate design criteria relevant to the levee certification. The TSR shall also evaluate the existing flood wall and potential closure elements to work with the proposed levee improvements. The TSR shall also include exhibits with order of magnitude costs information for review and a selection of the preferred alternative.

b. Design

Flood walls are to be designed in accordance with U.S. Army Corps of Engineers (USACOE) Engineer Manual 1110-2-2502, "RETAINING AND FLOOD WALLS" and Engineer Manual 1110-2-2104, "STRENGTH DESIGN FOR REINFORCED CONCRETE HYDRAULIC STRUCTURES", contingent upon approved Design Criteria from the TSR.

Wall sections shall be analyzed for a variety of load cases, including normal and extreme events with consideration given to active, flood, surcharge, seepage and up lift pressures provided by the geotechnical engineer in accordance with the project design criteria.

Structural calculations shall be bound and submitted in 8 ½ x 11 format for review by the CITY.

2. Culvert Design Calculations

Culvert Design shall be in accordance with USACOE Engineer Manual 1110-2-2902, "CONDUITS, CULVERTS, AND PIPES" and Engineer Manual 1110-2-2104, "STRENGTH DESIGN FOR REINFORCED CONCRETE HYDRAULIC STRUCTURES". CONSULTANT shall review design criteria with the CITY prior to initiating design.

Structural calculations shall be bound and submitted in 8 ½ x 11 format for review by the CITY.

3. Prepare wall and culvert detail typical cross-sections, wall joint and footing step details, wall drainage and waterproofing details, and masonry block architectural details similar to existing detention basin walls in the PLAN. All wall and culvert plans shall include horizontal and vertical alignments.

4 Prepare bid item list, quantities and cost estimate.

5. Respond to CITY comments, make necessary revisions and resubmit if necessary.

6. Attend relevant project meetings. Coordination with the geotechnical engineer would be required to iterate the uplift design pressures under the wall footings.

8. Independent Technical Review

   An Independent Technical Review (ITR) shall be provided by a civil/structural engineer experienced in levee flood wall design.

9. Construction Support Services to include:

   a. Respond to bid phase and construction phase RFIs as required.

   b. Attend job-site meetings as required.

   c. Prepare as-built revisions of structure plans at end of construction.

F. Landscape Construction Documents

1. Preliminary Landscape Concept Plan

   CONSULTANT will prepare one presentation quality preliminary landscape concept plan for the project site. The plan will be prepared based on site opportunities and constraints and City of Oceanside design goals and objectives. The plan will depict proposed wall and related site improvements as well as landscape concepts for the wall, parkway areas located along Rancho Del Oro Drive and Oceanside Boulevard (including the parkway area extending north on Oceanside Boulevard to the existing sidewalk connection), and repair and or replacement of the existing native landscape disturbed by construction of flood control improvements. The plan and an opinion of probable landscape and irrigation construction costs will be submitted to the CITY for review, comment and approval prior to preparing final landscape and irrigation construction plans.

2. Final Landscape and Irrigation Construction Costs

CONSULTANT shall prepare final landscape and irrigation plans, special provisions and estimates in sufficient form and detail to bid and construct the landscape improvements. The plans will include planting and irrigation plans and details. The special provisions and opinion of probable construction costs shall be in accordance with the Standard Specifications for Public Works Construction, "Greenbook".

The landscape planting and irrigation plans shall be included as part of the PLAN.

G. Water Quality

The scope of work within this RFP is based on the requirements of the current Construction General Storm Water Permit described below. Project acreage is expected to be over one acre, including sewer realignment, access roads, remedial grading, and wall area.

1. Conduct a risk determination based on the project's topography, soil, schedule, location, and receiving water. Prepare a SWPPP based on the project-specific Risk Level. Upon completion of the SWPPP, prepare Permit Registration Documents using the SMARTS database for certification by the CITY and submittal to the State Water Resources Control Board (SWRCB). The CITY shall provide submittal fee.

2. Prepare the SWPPP in accordance with the following:

   a. State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (2009 CGP), adopted on September 2, 2009;

   b. Use the CASQA SWPPP Template appropriate for the project specific risk level determined in item 1 above.

   c. Clearly document erosion and sediment control measures required to meet the requirements of the 2009 CGP

   d. The SWPPP must be prepared by a current Qualified SWPPP Developer, as certified by the California Stormwater Quality Association (CASQA)

H. Water Quality – Post Construction

All projects within the San Diego Regional Board jurisdiction must comply with the requirements of the San Diego Regional MS4 Permit, including flood management projects such as this project.

1. General Requirements

   a. Onsite BMPs must be located so as to remove pollutants from runoff prior to its discharge to any receiving waters, and as close to the source as possible;

   b. Structural BMPs must not be constructed within waters of the U.S.

   c. Onsite BMPs must be designed and implemented with measures to avoid the creation of nuisance or pollution associated with vectors (e.g., mosquitos, rodents, or flies).

2. Source Control BMP Requirements

   a. The following source control BMPs must be implemented at all development projects where applicable and feasible:

      i. Prevention of illicit discharges into the MS4;

      ii. Storm drain system stenciling or signage;

      iii. Protect outdoor material storage areas from rainfall, run-on, runoff, and wind dispersal;

      iv. Protect materials stored in outdoor work areas from rainfall, run-on, runoff, and wind dispersal;

      v. Protect trash storage areas from rainfall, run-on, runoff, and wind dispersal; and

      vi. Any additional BMPs determined to be necessary by the Copermittee to minimize pollutant generation at each project.

3. Low Impact Development (LID) BMP Requirements

   a. The following LID BMPs must be implemented at all development projects where applicable and feasible:

      i. Maintenance or restoration of natural storage reservoirs and drainage corridors (including topographic depressions, areas of permeable soils, natural swales, and ephemeral and intermittent streams);

      ii. Buffer zones for natural water bodies (where buffer zones are technically infeasible, require project applicant to include other buffers such as trees, access restrictions, etc.);

      iii. Conservation of natural areas within the project footprint including existing trees, other vegetation, and soils;

      iv. Construction of streets, sidewalks, or parking lot aisles to the minimum widths necessary, provided public safety is not compromised;

v. Minimization of the impervious footprint of the project;

vi. Minimization of soil compaction to landscaped areas;

vii. Disconnection of impervious surfaces through distributed pervious areas;

viii. Landscaped or other pervious areas designed and constructed to effectively receive and infiltrate, retain and/or treat runoff from impervious areas, prior to discharging to the MS4;

ix. Small collection strategies located at, or as close as possible to, the source (i.e., the point where storm water initially meets the ground) to minimize the transport of runoff and pollutants to the MS4 and receiving waters;

x. Use of permeable materials for projects with low traffic areas and appropriate soil conditions;

xi. Landscaping with native or drought tolerant species; and

xii. Harvesting and using precipitation.

I. Habitat Mitigation and Monitoring Plan (HMMP) Report

Draft HMMP Report

CONSULTANT shall prepare a HMMP for the RDO Basin 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 City of Oceanside to 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.

- 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 includes response to comments and revisions associated with client and/or regulatory agency reviews. Consultant 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.

J. Regulatory Permit Processing

The Consultant shall prepare and process applications for a Section 404 Clean Water Act Individual Permit, CWA Section 401 Water Quality Certification and California Fish and Game Code Section 1602 Streambed Alteration Agreement. CONSULTANT shall process applications through the relevant state and federal regulatory agencies. This task includes processing of the applications, response to comments and Section 7 Consultation. A pre-application meeting was held 7/31/2014 and the minutes are attached as Exhibit K.

K. Processing, Meetings & Coordination

CONSULTANT will attend project management, CONSULTANT and coordination meetings with project consultants on an as-needed basis. At a minimum, the meetings will encompass the kick-off meeting, resource agency stakeholder meetings and comment review meetings with the CITY. The CONSULTANT shall prepare a sign-in list and agenda for all meetings and submit the agenda, sign-in list and meeting minutes for all meetings.

It is anticipated that the PLAN will require one City review at 30% (CONSULTANT to send preliminary PLAN and certified letters to the North County Transit District and Utilities), and 3 reviews of the PLAN at the 90% level. The CITY requires 8 sets of the PLAN at 30% and the first submittal of 90% PLANS; the second and third submittals of the PLAN at 90% typically require fewer sets. Each submittal of the PLAN shall include one set of half sized plans and a digital PDF copy. Other documents submitted for review, where required, typically include 2 sets of hard copies and one digital PDF per submittal.

CONSULTANT shall obtain permission from NCTD prior to any work performed on their property or within the railroad right-of-way. In addition, all personnel working in the NCTD right-of-way will have taken the NCTD safety course and be certified to work in the railroad right-of-way.

L. Bid Support

CONSULTANT will provide bid support services. This will include addressing Requests for Information and general CITY support.

M. Construction Support

CONSULTANT will provide construction support services such as consultation services, review of construction shop drawings and review of contractor change orders.

N. As-Built Preparation

CONSULTANT will prepare and process as-built drawings with the City of Oceanside.

SUBMITTAL CONTENT

To standardize responses and simplify the comparison and evaluation, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover. The submittal length shall be limited to a maximum of 35 single-sided pages.

Cover Letter – The letter should state the firm's interest and include pertinent information for the firm's contact person.

Work Plan

- 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;

- Provide a detailed description of the proposed work plan for performing the required services, including a tabulation of the tasks anticipated and estimated hours for each.
- Provide any insight on design features the CONSULTANT may have and could pursue if hired by the CITY; and
- Provide a statement that addresses how the firm or CONSULTANT will demonstrate their commitment to be responsive and accessible to City staff in a timely manner.
- Discuss and provide example of CONSULTANTs ability to provide innovative and cost effective engineering solutions for the RDO Basin.
- Discuss any required services not addressed in the scope of work section of this RFP.

Schedules including Milestones and Deadlines

Project Manager – The manager should demonstrate the ability for compliance, project delivery, and quality control. If unable to negotiate the contract on behalf of the consulting firm an individual authorized to negotiate shall also be identified in the proposal.

Key Personnel - Provide the names of the key personnel, their resume and the amount of their business day dedicated to the project. Personnel should be the same staff listed in the Statement of Qualifications and shall be the same for the potentially executed contract.

List of Sub consultants - Provide projects on which the firms have worked together.

Organizational Chart – The proposed team of prime consultant and subconsultants.

References - The consultant shall provide three (3) references for similar, successfully completed projects; City references are highly desirable.

CONSULTANT SELECTION PROCESS

All Statements of Qualification (6 printed copies and an electronic copy) shall be received by **City of Oceanside Engineering Division** by **3 PM, January 29, 2015.**

The submittal shall be delivered to;

City of Oceanside
Development Services Department - Engineering Division
300 North Coast Highway
Oceanside California 92054
Attention: Gary Smith, Associate Civil Engineer

Consultant Selection Schedule:

- Issue Request for Proposal — December 12, 2014
- Mandatory Pre-proposal Meeting — January 15, 2015
- Consultant Proposals Due — January 29, 2015
- Invitations to Interview — February 5, 2015
- Top Rated Consultant Interviews — February 12, 2015

The shortlisted and most successful Proposer will be required to enter into a contractual agreement, inclusive of insurance and indemnifications requirements with the City of Oceanside in accordance with the Standard Professional Services Agreement. All proposed exceptions to the consultant contract must be listed in the Proposal.

The proceedings of the selection committee are confidential. Members of the Selection Committee are not to be contacted by the consultants.

Consultant Selection Criteria:

Each proposal will be evaluated by a City-appointed consultant selection committee to determine which consultant firms are invited for oral presentations on the project. Failure to meet the requirements of this RFP will be cause for rejection of proposal and the firm will not be invited for oral presentations. The proposals will be evaluated in accordance with Attachment H.

Mandatory Pre-proposal Meeting:

There will be a mandatory pre-proposal meeting on January 15, 2015 at 9:00 a.m. at the Sprinter Station located at the southwest corner of Rancho Del Oro Drive and Oceanside Boulevard.

INQUIRIES

All inquiries shall be directed to Gary Smith, Associate Civil Engineer, at (760) 435 – 5085 or gsmith@ci.oceanside.ca.us.

ATTACHMENTS

Exhibit A – Vicinity Map

Exhibit B – SEIR

Exhibit C – Sprinter Rail

Exhibit D – Garrison Basin

Exhibit E – El Camino Basin

Exhibit F - Sewer Relocation Alternative Study

Exhibit G- Jurisdictional Delineation

Exhibit H – Focused Avian Surveys

Exhibit I – Habitat Assessment

Exhibit J – Ambrosia Survey

Exhibit K – Pre-application Meeting

Attachment H – Rating Form

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): RBF Consulting, a Michael Baker International Company, and Tory R. Walker Engineering

Date: 2/17/2015

Project/Service: Rancho Del Oro Detention Basins @ Loma Alta Creek

Project/Acct. No.: 905120100212

ITEM		POINTS	CONSULTANT				
			RBF	Tory			
I.	QUALIFICATIONS OF FIRM AND MEMBERS:	30	26	28			
A.	Specialized expertise of members						
B.	Adequacy of staff and resources.						
II.	PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20	5	4			
A.	Comparable work (local area preferred).						
B.	Proposal submitted by Oceanside firm.						
C.	Proposal included an Oceanside firm as part of a consulting team.						
D.	Additional points based on abilities, qualifications, and commitment of Oceanside firm.						
III.	ABILITY TO PROVIDE SERVICES:	10	10	8			
A.	Ability to complete job on time.						
IV.	QUALITY OF PROPOSAL:	20	18	16			
A.	Satisfactorily address all objectives.						
B.	Provide additional amplifying information.						
C.	Presentation, clarity, neatness.						
V.	WORK PERFORMANCE FOR THE CITY:	10	2	4			
A.	No work in past 12 months.						
B.	Work in past 12 months - ** Deductions based on contract, see below						
VI.	PRICE:	10	8	4			
A.	Overall cost.						
	TOTALS:	100	69	61	0	0	

ATTACHMENT 4

Ranking:

1 RBF Consulting of Irvine

2 Tory R. Walker Engineering

3

4

5

Rated By:

Name: David Toschak

Title: Senior Civil Engineer

Date: 2/17/2015

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

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): RBF Consulting, a Michael Baker International Company, and Tory R. Walker Engineering

Date: 2/17/2015

Project/Service: Rancho Del Oro Detention Basins @ Loma Alta Creek

Project/Acct. No.: 905120100212

ITEM		POINTS	CONSULTANT				
			RBF	Tory			
I.	QUALIFICATIONS OF FIRM AND MEMBERS:	30	25	28			
A.	Specialized expertise of members						
B.	Adequacy of staff and resources.						
II.	PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20	5	3			
A.	Comparable work (local area preferred).						
B.	Proposal submitted by Oceanside firm.						
C.	Proposal included an Oceanside firm as part of a consulting team.						
D.	Additional points based on abilities, qualifications, and commitment of Oceanside firm.						
III.	ABILITY TO PROVIDE SERVICES:	10	10	5			
A.	Ability to complete job on time.						
IV.	QUALITY OF PROPOSAL:	20	18	16			
A.	Satisfactorily address all objectives.						
B.	Provide additional amplifying information.						
C.	Presentation, clarity, neatness.						
V.	WORK PERFORMANCE FOR THE CITY:	10	2	4			
A.	No work in past 12 months.						
B.	Work in past 12 months - ** Deductions based on contract, see below						
VI.	PRICE:	10					
A.	Overall cost.						
	TOTALS:	100	60	56	0	0	

Ranking:

1 RBF Consulting of Irvine

2 Tory R. Walker Engineering

3

4

5

Rated By:

Name: Gary Smith

Title: Associate Engineer

Date: 2/17/2015

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

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): RBF Consulting, a Michael Baker International Company, and Tory R. Walker Engineering

Date: 2/17/2015

Project/Service: Rancho Del Oro Detention Basins @ Loma Alta Creek

Project/Acct. No.: 905120100212

ITEM	POINTS	CONSULTANT				
		RBF	Tory			
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30	25	25			
A. Specialized expertise of members						
B. Adequacy of staff and resources.						
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20	15	15			
A. Comparable work (local area preferred).						
B. Proposal submitted by Oceanside firm.						
C. Proposal included an Oceanside firm as part of a consulting team.						
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.						
III. ABILITY TO PROVIDE SERVICES:	10	10	8			
A. Ability to complete job on time.						
IV. QUALITY OF PROPOSAL:	20	18	16			
A. Satisfactorily address all objectives.						
B. Provide additional amplifying information.						
C. Presentation, clarity, neatness.						
V. WORK PERFORMANCE FOR THE CITY:	10	2	4			
A. No work in past 12 months.						
B. Work in past 12 months - ** Deductions based on contract, see below						
VI. PRICE:	10	8	4			
A. Overall cost.						
TOTALS:	100	78	72	0	0	

Ranking:

1 RBF Consulting of Irvine

2 Tory R. Walker Engineering

3

4

5

Rated By:

Name: Abraham Chen

Title: Associate Engineer

Date: 2/17/2015

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

ATTACHMENT 5

CONSULTANT INTERVIEW RESULTS

RBF COMBINED SCORE SUMMARY

Item	Description	Score
1	Overall Impression of Competence	56
2	Approach to Project	48
3	Communication Skills	48
4	Openness to Innovation	47
5	Knowledge and Resources	49
	Total	248

TWE COMBINED SCORE SUMMARY

Item	Description	Score
1	Overall Impression of Competence	56
2	Approach to Project	48
3	Communication Skills	36
4	Openness to Innovation	45
5	Knowledge and Resources	51
	Total	236

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: RANCHO DEL ORO DETENTION BASINS @ LOMA ALTA CREEK (905120100212)

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: provide final engineering and landscape plans and specifications for the Rancho Del Oro Detention Basins @ Loma Alta Creek. A more detailed scope of work for the project, as defined by the Consultant, date April 15, 2015 is attached hereto as Exhibit 'A' and made a part hereof.

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.

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 $722,866.00. The cost estimate, as defined by the Consultant, is attached hereto as Exhibit 'B'.

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 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: S. Robert Kallenbaugh
Vice President

Date: 4/20/15

By: H. James McKnight, Secretary

Date: 4/17/2015

952247293
Employer ID No.

CITY OF OCEANSIDE

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Commonwealth of PENNSYLVANIA

County of ALLEGHENY

On this, the 17th day of APRIL, 2015, before me, PATRICIA LEE NEARY, NOTARY PUBLIC, the undersigned officer, personally agreed H. JAMES McKNIGHT, 100 AIRSIDE, MOON TWP, PA 15108, is known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that HE executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Patricia Lee Neary

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia Lee Neary, Notary Public
Moon Twp., Allegheny County
My Commission Expires March 23, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

State of _____

County of _____

On this, the _____ day of _____, 20_____, before me _____, the undersigned officer, personally agreed _____, is known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On April 20, 2015 before me, Cindy Okamoto, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared S. Robert Kellenbaugh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CINDY OKAMOTO
Commission # 2006352
Notary Public - California
Orange County
My Comm. Expires Feb 3, 2017

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rancho De1 Ora Flood Control Imp Project Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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EXHIBIT "A"
SCOPE OF WORK

The RBF Baker team will complete the following scope of work for the Rancho Del Oro Detention Basin project. RBF Baker shall obtain all permits for the design and construction of the project including regulatory (401, 404, 1602) permits, RWQCB dewatering permit, Department of Environmental Health boring permit, and permits from the City for all work in the City right-of-way. RBF Baker will obtain an NCTD right-of-entry permit prior to performing any work within NCTD right-of-way and property for which the basin and other improvements are located on.

Task A – Design Surveys

The basis for the horizontal and vertical control will be Record of Survey Map No. 21787. Coordinates shall be expressed as grid values in terms of the U.S. Survey Foot.

A.1 Aerial Topographic Mapping. RBF Baker will provide topographic mapping from aerial photogrammetry for the project area. Mapping will meet the requirements in "ASPRS Accuracy Standards for Large Scale Maps" dated March 31, 1993 and will be provided in AutoCAD format including a digital terrain model (DTM). Mapping will be compiled at a scale of 1" = 40' with one-foot interval contours.

A.2 Supplemental Field Topographic Survey. RBF Baker will compile supplemental topographic mapping by conventional field methods for final design purposes. Topography shall include locations and elevations of features not accurately defined by the project aerial. The supplemental mapping shall include spot elevations, top/toe of slopes, surface utilities and areas of proposed construction join points. Topography shall include, but not be limited to, obtaining locations, elevations and descriptions of:

- Cross section survey of eastbound lanes of Oceanside Blvd and northbound lanes of Rancho Del Oro Drive.
- Culvert structure running under Rancho Del Oro.
- Spot elevations on hardscape features
- Existing building and utility footprints.
- Curb and gutters, sidewalks and driveways
- Pavement areas including the roadway surface and flow line of gutter
- Power poles, streetlights, traffic signals and major signs
- Above ground utilities including valves, pull-boxes, meters, and vaults.
- Manhole Rims, and inverts of Sewer manholes.
- All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground within the flood plain area.
- Fences and walls

Consultant shall provide field survey to locate utilities and identify exact locations for potholes. The location and depth for each pothole shall be obtained and included on the civil plans.

Consultant will conduct research at the City and County to obtain recent recorded maps and surveys pertaining to the existing street rights-of-way, alleys and lot lines within the project reach. A record land net base will be calculated from these records and geo-referenced to the project control network.

Task A Deliverables: AutoCAD file and digital PDF of completed survey

Task B – Hydrology Services

RBF Baker will provide engineering services to perform the hydrology, flood routing, hydraulic, and sedimentation analyses for the development and analysis of the project design. The design hydrology will be updated from the previous studies completed for the preliminary design and downstream flood mapping. Identification of design discharges for the downstream channel will be used to develop the detailed alternatives analysis. Hydrology will be prepared for the 10-, 50-, 100-, and 500-year events. Flooding routing analysis will be prepared to size the basin floodwall and outlet systems. Un-detained flows will be used to size the basin spillways.

Hydraulics and sedimentation study will be prepared for the basin facilities. The hydraulics will be used to verify the basin operation and compliance with FEMA requirements. The results will also be used to design riprap scour protection for the proposed improvements. A sedimentation analysis will be prepared to identify the debris storage and/or passage facilities and incorporated into the operations and maintenance manuals prepared as part of Task I. A Project Report will be prepared to document the results of the technical studies and identify a recommended approach for the final design.

The analysis and report shall be prepared to meet FEMA levee and floodwall standards in accordance with 44 CFR 65.10. The analysis and report shall be prepared in a manner to be seamlessly incorporated into a LOMR application for the entire Loma Alta Creek to be prepared by others.

Task B Deliverables: 30% Preliminary Design Report (2 hard copies and digital PDF)
90% and Final Design Report (2 hard copies and digital PDF for each submittal, assume 3 review cycles at 90%).

Task C – Final Engineering and Design

C.1. Civil Improvement Plans. RBF Baker will develop final improvement plans for the recommended project from the Hydrology Studies and Wall Type Selection Report. The plans will be prepared for all sections of the recommended improvements. The plans will include plan and profile sheets at 1"=20' and/or 1"=40' scale utilizing the compiled base mapping. Additional information to be included on the plans will include, but not be limited to, facility sizes, typical cross sections, utility locations/conflicts, ROW, and hydraulic profiles. The plans will be prepared in accordance with City standards and County standards including:

- City of Oceanside Engineers Design and Processing Manual
- City of Oceanside Municipal Code
- Circulation Element of the General Plan
- City of Oceanside Water, Sewer, and Reclaimed Water Design and Construction Manual
- San Diego Regional Standard Drawings
- Standard Specifications for Public Works Construction, "Greenbook"
- Green Streets per County of San Diego Low Impact Development Handbook

The plans will include; title and note sheets, wall plan and profile, grading, roadway, sewer relocation, storm drain and water quality, access roads, and miscellaneous features. Plans will be submitted for review at the 30%, 3 at 90%, and final design stages.

C.1.1. Utility Research and Mapping. RBF Baker will immediately initiate a thorough utility research to establish the precise location of all utilities based on the latest available records. Notices will be sent to the Utility Companies via certified mail with the 30% plans, and again with the 90% plans. Utility data collection will be coordinated with the City, and all impacted agencies, and RBF will maintain a log of all utility request letters sent and data received. All utility data will be plotted on a composite base map for use in the alternatives analysis and final design.

Task C.1.1 Deliverables: Certified mail receipts (proof of mailing and proof of delivery)

C.1.2. Potholing. RBF Baker will coordinate to obtain pothole information for existing utilities potentially impacted by the project. This work item is a budget amount for up to four potholes. Pothole information will be obtained, after the review of the 30% plans.

Task C.1.2 Deliverables: Hardcopy and digital PDF of pothole report

C.1.3. Corner Sight Distance Calculations. RBF Baker will prepare corner sight distance calculations for the proposed floodwall at the intersection of Rancho Del Oro Drive and Oceanside Boulevard in accordance with Caltrans Highway Design Manual criteria. The analysis shall be submitted with the 30% plans.

Task C.1.3 Deliverables: Digital PDF of calculations for each submittal (2 review cycles)
Digital PDF and 1 hardcopy of Final

C.2. Traffic Control and Signing and Striping Plans. RBF Baker will prepare traffic control and signing and striping plans for the improvements in the public right-of-way.

Our traffic control plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" sheets and included with the civil improvement plans. Our plans will include, but not be limited to, existing and temporary striping, pavement markings, pavement legends, striping removals, temporary barricades, and temporary k-rail with crash cushions. At the project limits, we will reference in existing striping based on our field review. The traffic control plans will be prepared in accordance with San Diego Regional Standard Drawings, the current California Department of Transportation Standard Plans and Specifications, and the latest edition of the California MUTCD, showing all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian, bicycle, and vehicular detours.

Our signing and striping plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" sheets and included with the civil improvement plans. Our plans will include, but not be limited to, the removal of existing signage and striping and all new/existing signs, striping, and pavement markings. At the project limits to the east, west, north and/or south, we will reference in existing striping based on aerial photo information and field review. The signing and striping plans will be prepared in accordance with the current California Department of Transportation Standard Plans and Specifications and the latest edition of the California MUTCD. The initial submittal for the Traffic Control and Signing and Striping Plans will be with the first submittal of the 90% plans.

C.3. Preliminary Landscape Concept Plan. RBF Baker will prepare a presentation quality preliminary landscape concept plan for the project site. The City shall review the concept plan prior to the preparation of the presentation quality plan. The plan will be prepared based on site opportunities and constraints and City of Oceanside design goals and objectives. The plan will depict proposed wall and related site improvements as well as landscape concepts for the floodwalls and parkway areas located along Rancho Del Oro Drive and Oceanside Boulevard, between the new flood wall and existing sidewalk, and repair and or replacement of the existing native landscape disturbed by construction of flood control improvements. The concept drawings will include photographs, cross sections and renderings of the proposed landscape improvements as necessary to illustrate the intent of the landscape design. The plan and an opinion of probable landscape and irrigation construction costs will be submitted to the City for review, comment and approval prior to preparing final landscape and irrigation construction plans.

Task C.3 Deliverables: 3 reviews with 3 hardcopies and a digital PDF for each review
Final Concept – 2 hardcopies and digital DPF
Cost estimate – 2 hardcopies with each review and final concept

C.4. Final Landscape and Irrigation Plan. RBF Baker shall prepare final landscape and irrigation plans for the floodwalls, parkway areas and for the habitat mitigation areas. The floodwalls, parkway and habitat mitigation landscape and irrigation plans will be combined with the civil improvement plans. The habitat mitigation plans will be formatted such that a

standalone set of the improvements can be provided for regulatory agency review and approval. The plans will be prepared in AutoCAD at a minimum scale of 1" = 20 and include planting plans and details, and irrigation plans and details.

C.5. Specifications and Cost Estimates. RBF Baker will prepare the special provisions section of the construction documents in accordance with the format requested by City. A schedule of bid items will be developed with associated quantities and cost estimate. Draft special provisions shall be submitted with the second submittal of the 90% plans.

Task C.5 Deliverables: 2 hardcopies and digital PDF at 2nd and 3rd 90% submittal
Final (2 hardcopies of specifications and estimates, digital PDF of cost estimate, Word file of specifications, and Word file of bid list)

Task C Deliverables for the Civil Improvement Plans, excepting deliverables as specific above:
1 - 30% submittal (2 full size hard copies and digital PDF)
3 - 90% submittals (6 full size hard copies and digital PDF for each submittal)
Final (1 Mylar set of plans, 2 full size hard copies, and digital PDF)

Task D – Geotechnical Investigation

Ninyo & Moore will prepare a geotechnical field investigation and laboratory testing analysis in accordance with the requirements in the RFP. The project will include the drilling, logging, and sampling of twelve (12) exploratory borings at the site. The analysis will include borings along the existing Sprinter Rail floodwall in order to validate and accept the design of the existing wall. We have assumed the work is subject to the current prevailing wage determination. The scope of services will include, but not be limited to, the following:

- Reviewing background information including project plans, available geotechnical reports, geologic maps, fault maps, landslide maps, flood inundation maps, and historical stereoscopic aerial photographs.
- Performing a geologic reconnaissance of the site and surrounding areas and mark out proposed boring locations for clearance by Underground Service Alert (USA).
- Obtaining boring permits, as necessary, from the County of San Diego, Department of Environmental Health (DEH).
- Drilling, logging, and sampling of 12 exploratory test borings. The borings are anticipated to be drilled to depths up to 50 feet below existing grades, or to refusal. Ten of the borings will be drilled in accessible areas around the perimeter of the existing basin with a truck-mounted drill rig. Two borings will be drilled in the interior of the basin in the area of the proposed levee with a limited-access tripod drill rig. Bulk and in-place samples of the encountered soils will be collected and transported to our laboratory for testing.
- Performing geotechnical laboratory testing on selected samples to evaluate soil parameters for design purposes. Our testing is anticipated to include in-situ moisture content and dry density, grain size analyses, shear strength, expansion index, and corrosivity (pH, electrical resistivity, sulfate content, and chloride content).
- Compiling and performing engineering analyses of the data obtained from our background review, subsurface investigation, and geotechnical laboratory testing.
- Preparing an illustrated report to provide our conclusions and geotechnical recommendations to assist in the design and construction of the project. Among the design parameters and recommendations included in the report will be seismic design parameters, earthwork, engineered fill, and trenching recommendations, and recommendations for bearing capacity, seepage, dewatering, and directional drilling, If it is determined that the as-built condition of any portions of the existing wall is deficient, such findings and recommendations for any and all portions of the existing wall will be provided in the report. Retaining wall design criteria and parameters shall include, but not be limited to:
    i. Allowable bearing capacities (cantilevered walls)
    ii. Pile capacities (pile-supported walls)

iii. Tieback design parameters (sheet pile walls)
iv. Design earth pressures (static and dynamic)
v. Design hydrostatic pressures
vi. Design uplift forces
vii. Design seepage forces/flows
viii. Other geotechnical parameters as may be required by EM 1110-2-2502 and EM 1110-2-2014

Earthwork recommendations and grading specifications shall include, but not be limited to:

ix. Excavation characteristics
x. Temporary support of excavations
xi. Remedial grading requirements
xii. Wall backfill placement and compaction
xiii. Trench shoring for sewer line relocation

- Review and acceptance of the proposed and existing walls as a whole.

The geotechnical analysis and report shall provide all the data sufficient to certify the design of the basin and floodwalls in accordance with the requirements in 44 CFR 65.10. The geotechnical engineer shall also provide all the data necessary to prepare a cost effective and adequate design for the structural improvements.

Task D Deliverables: Draft and Final Geotechnical Investigation and Report (3 reviews with 2 copies and 1 digital PDF for each submittal)
Approved boring permit from DEH

Task E – Structural Engineering

E.1. Flood Wall Structural Engineering. RBF Baker will prepare a Wall Type Selection Report and final design to identify and design the required improvements. These task items will include:

Type Selection Report. RBF Baker will prepare a Flood Wall Type Selection Report (TSR) and wall improvement plans in accordance with the most current USACE and FEMA design guidelines and standards. The wall improvement plans will be included with the Civil Improvement Plans. Flood walls are to be designed in accordance with U.S. Army Corps of Engineers (USACOE) Engineer Manual 1110-2-2502, "RETAINING AND FLOOD WALLS" and Engineer Manual 1110-2-2104, "STRENGTH DESIGN FOR REINFORCED CONCRETE HYDRAULIC STRUCTURES." At the flood wall locations RBF Baker will study various alternatives for wall types, and their various benefits and consequences as they relate to the project. These alternatives may include a conventional cantilevered wall, earth retaining system such as a sheet pile wall, pile-supported retaining wall, and/or combination thereof. RBF Baker will study the viability of the various structural alternatives and present exhibits with order of magnitude cost information to the City for review and selection of the preferred alternative. The TSR shall consider environmental factors such as, but not limited to, migration of water between basins. A Type selection meeting will be coordinated and attended by the RBF Baker team Structures Manager.

Final Design. Upon selection by the City of the preferred retaining/flood wall alternative, RBF Baker will begin final structural design. Flood walls are to be designed in accordance with U.S. Army Corps of Engineers (USACOE) Engineer Manual 1110-2-2502, "RETAINING AND FLOOD WALLS" and Engineer Manual 1110-2-2104, "STRENGTH DESIGN FOR REINFORCED CONCRETE HYDRAULIC STRUCTURES," contingent upon approved Design Criteria from the TSR.

The following wall section types are anticipated for flood and retaining walls:

- Nine (9) design heights from 6' to 22' opposed by 2:1 soil embankment.
- Four (4) design heights from 4' to 10' opposed by level fill with traffic surcharge.
- Nine (9) design heights from 4' to 20' freestanding.

Each wall section would be analyzed for a variety of load cases, including Normal and Extreme Events with consideration given to active, flood, surcharge, seepage and uplift pressures provided by the geotechnical engineer in accordance with the project design criteria. Structural calculations will be in 8 ½ x 11 format suitable for plan check review by the reviewing agency.

E.2. Culvert Design Calculations. RBF Baker will provide the final design for culvert and miscellaneous structures necessary for the preparation of the final plans. Culvert Design shall be in accordance with USACOE Engineer Manual 1110-2-2902, "CONDUITS, CULVERTS, AND PIPES" and Engineer Manual 1110-2-2104, "STRENGTH DESIGN FOR REINFORCED CONCRETE HYDRAULIC STRUCTURES". Consultant shall review design criteria with the City prior to initiating design. Structural calculations will be in 8 ½ x 11 format suitable for plan check review by the reviewing agency.

E.3. Independent Technical Review. TerraCosta Consulting Group will provide an independent technical review (ITR) by geotechnical and structural engineers experienced in levee floodwall design. The ITR will be performed on the Type Selection Report and after the first submittal of the 90% plans. The ITR shall include a review of the geotechnical analysis and the structural design calculations and incorporate the following task items:

- E.3.1: Review of Geotechnical Investigation Report. This review will consist of an assessment of the field investigation and laboratory testing performed to characterize the site, a review of the site characterization including development and selection of engineering properties for the soils, basis and rationale for the recommended design parameters, and the recommendations provided for the design and construction of the proposed detention basin floodwalls.
- E.3.2: Review the seepage analyses for the floodwalls. This review will consist of an assessment of the techniques and models used to evaluate the seepage conditions and seepage forces recommended for the design of the proposed floodwalls. Several elements of interest of our review will include, but are not limited to, are consistency with the site characterization presented in the geotechnical report, selection of hydraulic conductivities, boundary conditions selected for evaluation, assessment of soil piping and internal erosion, and development of seepage forces for the wall design.
- E.3.3: Review of the geotechnical assessment of the stability of the wall system including global stability. This review will focus on the static, seismic, and rapid drawdown stability of the wall system including global conditions. In addition, we will compare the computed factors of safety with various levee and floodway guidelines. We will also assess the consistency between the various stability models with the site characterization and material property selections presented in the geotechnical report.
- E.3.4: Review of the type selection report. This review will be from both a geotechnical structural perspective. The purpose of this review is to assess utilization of design recommendations and basis for the preferred and alternative wall types.
- E.3.5: Review of the structural design including review of structural plan sheets and calculations.
- E.3.6: Preparation of the review and approval letter. It is important to know that this letter will offer an opinion concerning the design and does not imply a warranty or guarantee for the project.
- E.3.7: Meetings – This task is included in case meetings are warranted between the various design parties in order to either clarify or resolve potential concerns that may arise during the review process.

Task E Deliverables: *Type Selection Report (2 hard copies and 1 digital PDF)*
Structural Design Report and Calculations (2 hard copies and 1 digital PDF with each submittal)
Independent Technical Review (Stamped and signed letter from independent geotechnical and structural reviewers stating that they have reviewed and approved the structural calculations with 2nd submittal of 90% plans)

Task F – Water Quality – SWPPP

RBF Baker will conduct a risk determination based on the project's topography, soil, schedule, location, and receiving water. Prepare a SWPPP based on the project-specific Risk Level. Upon completion of the SWPPP, prepare Permit Registration

Documents using the SMARTS database for certification by the client and submittal to the State Water Resources Control Board (SWRCB).

Task F Deliverables: SWPPP Document (2 hard copies and 1 digital PDF)

Task G – Water Quality – SWMP

RBF Baker will prepare a Storm Water Mitigation Plan (SWMP) for work within the public right-of-way using a Green Streets approach to keep the project out of the priority project zone. Green streets approach will be applied to the civil plans in the right-of-way, considering offset parkway sidewalks on Oceanside Boulevard and Rancho Del Oro Drive. The improvements will be included on the civil improvement plans. The report documentation shall be prepared using the City standard template. This task shall include the preparation of an operations and maintenance exhibit for incorporation into a future City-wide O&M manual.

Task G Deliverables: Storm Water Mitigation Plan and O&M exhibit (2 hard copies and digital PDF for each submittal and final, assume 3 review cycles)

Task H – Completion of CEQA Addendum

RBF Baker shall complete the California Environmental Quality Act (CEQA) Final Environmental Impact Report (FEIR) Addendum, prepared during Phase I, for the project improvements. This task includes the preparation of a Mitigation and Monitoring Report Program (MMRP) and final reproduction of the document. This task includes attendance at the City Council Hearing for Addendum approval, as well as final distribution of the Addendum to original stakeholders that provided comments.

Task H Deliverables: CEQA Addendum, which will be submitted as defined below:

- *Four (4) hard copies with a CD of the appendices (CDFW, USFWS, Sempra Energy, and Division of Safety of Dams)*
- *Five (5) hard copies (with CD of appendices) for City Council*
- *Three (3) full hard copies with printed appendices for the city's records*
- *One (1) flash drive of entire document*
- *RBF Baker will print Addendum double-sided and deliver to stakeholders via certified mail, and submit proof of mailing and delivery receipts)*

Task I – Habitat Mitigation and Monitoring Plan (HMMP) and Operations & Maintenance Manual

RBF Baker will prepare both a Draft and Final Habitat Mitigation and Monitoring Plan (HMMP) 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 HMMP will include the provisions outlined in the RFP and be sufficient to receive approvals from the regulatory agencies.

A separate operations and maintenance manual will be prepared for the basin and associated improvements. The manual shall identify the inspection schedules and maintenance activities for the project improvements. The manual will be prepared in coordination with the regulatory permit processing to provide coverage for the regularly scheduled maintenance activities associated with the basin.

Task I Deliverables: Habitat Mitigation and Monitoring Plan (2 hard copies and digital PDF for each review and final)
Operations and Maintenance Manual (2 hard copies and digital PDF for each review and final)

Task J – Regulatory Permit Processing

RBF Baker will prepare and process applications for a Section 404 Clean Water Act Individual Permit, CWA Section 401 Water Quality Certification and California Fish and Game Code Section 1602 Streambed Alteration Agreement. As part of the regulatory processing, RBF Baker will also prepare and process a temporary construction dewatering permit, to cover trenching and excavation activities. RBF Baker will process applications through the relevant state and federal regulatory agencies. Budget for this task includes the processing of the applications, response to comments and Section 7 Consultation.

Task J Deliverables: One hardcopy of each agency application for agency submittal and digital PDF for City file
Approved 401, 404, 1602, Dewatering, and DEH permits including all agency requirements

Task K – Processing, Meetings and Coordination

RBF Baker will attend project management, team and coordination meetings with project consultants on an as-needed basis. These meetings will include a kick-off meeting, resource and stakeholder agency meetings, and design review/coordination meetings with the City. This task includes overall project management, project schedule and maintenance, liaison with affected agencies, meeting leadership, progress monitoring and maintenance of project files. RBF Baker will prepare agendas, sign-in sheets, and meeting minutes for all meetings. This task is a budget item based on 140 hours.

Task K Deliverables: Each meeting shall include Meeting Agenda, Sign-in List, and Meeting Minutes. Deliverables to be forwarded as a digital file (PDF).
Monthly Progress Reports (Word doc. Via e-mail) and schedule updates (Microsoft Project and PDF)

Task L – Bid Support

The project team will provide ongoing support services as required during the bid/award phase for any questions/clarifications from the contractor and/or any revisions that may be necessary due to unforeseen conditions. RBF Baker will assist City staff in preparation of bid/award documents. This task is based on 40 hours to respond to RFI's, and attendance at one pre-bid meeting.

Task L Deliverables: Written response to bid questions and RFIs (PDF)

Task M – Construction Support

The RBF Baker team will provide engineering support services during the construction phase for any questions/clarifications from the contractor and/or any revisions that may be necessary due to unforeseen conditions. RBF Baker will review shop drawing submittals and construction RFIs as needed for the project and will be available to attend field meetings and site visits as requested by the City. This task is a budget item based on 100 hours. This task will also include attendance at construction meetings at the request of the City. RBF to prepare and maintain a Submittal Log of all RFIs and shop drawings submitted by the Contractor. The log shall include the submittal date, type of submittal, and date returned to the Contract.

Task M Deliverables: Submittal, RFI and Change Order Logs (preparation and maintenance)
Written responses to RFIs (PDF)
Review of shop drawings

Task N – As-Built Preparation

At completion of construction, RBF Baker will prepare as-built record drawings based on the plan mark-ups received from the contractor. Updated AutoCAD files will be prepared and provided with the as-built plans.

Task N Deliverables: As-Built Improvement Plans (Full size mylars and digital PDF)

Task O – Project Contingencies

RBF Baker will provide additional services to support the project development at the request of the City. A detailed scope of work and fee shall be provided for each additional work request provided under this task.

Task O Deliverables: To be determined based on individual additional work request

Exhibit "B"
Cost Proposal

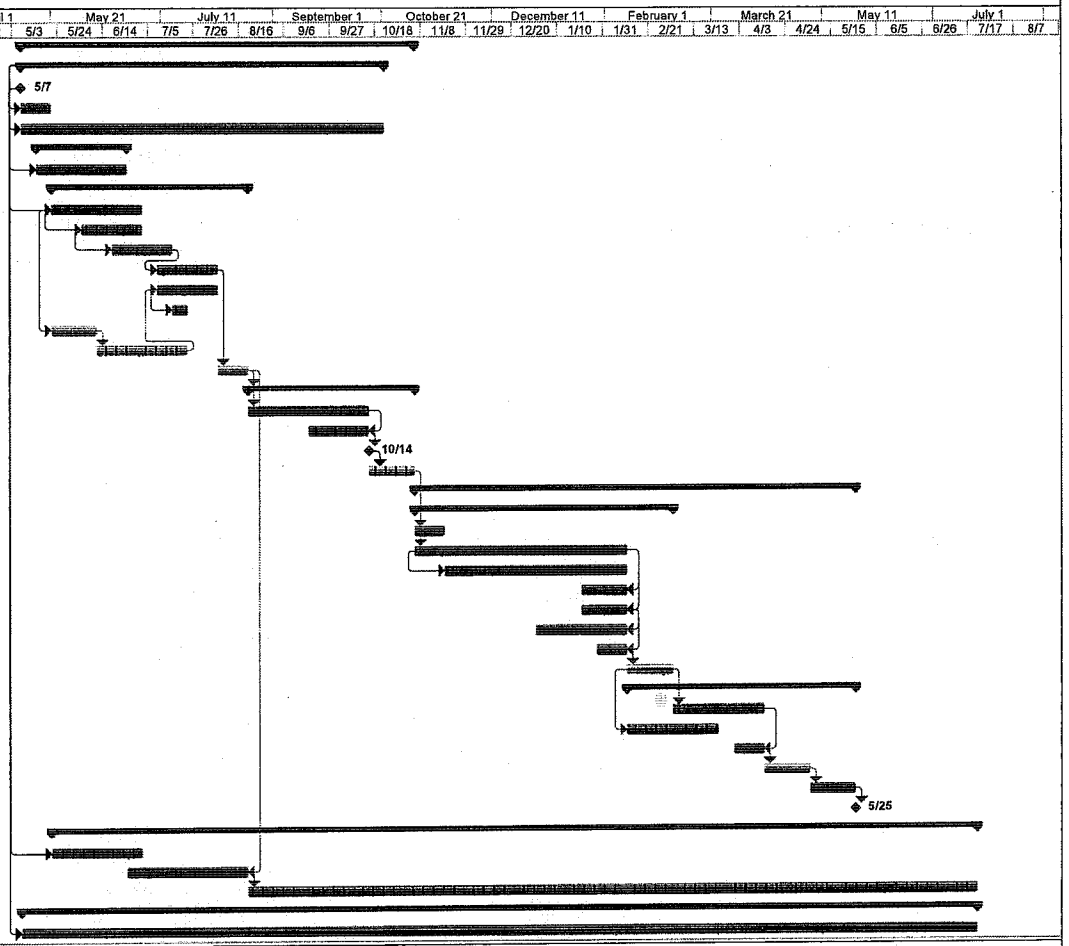
TASK	RBF Consulting											Sub-consultant Hours	Sub-consultant Fee	Total Cost
	Project Director	Technical Manager	Senior Engineer	Landscape/ Planner / Engineer	Environ. Specialist	Designer / Planner	Graphic Artist/ CADD	Environ. Analyst	Field Survey 2-person crew	Clerical / Word Processing	RBF Total Hours			
Hourly Rates	$225	$185	$168	$152	$142	$122	$100	$100	$245	$65				
Scope of Services														
A. Design Surveys														
NCTD Right of Entry Permit		2			32						34		$ 1,200	$6,114
Aerial Topography/ Target Survey		2		8			10		16		36		$ 1,200	$7,706
Field Survey		4		8			12		40		64			$12,956
Subtotal Task A	**0**	**8**	**0**	**16**	**32**	**0**	**22**	**0**	**56**	**0**	**134**	**0**	**$2,400**	**$26,776**
B. Hydrology Services														
B.1 HEC-1 Model Update														
Compile and review existing models	1		4			8					13			$1,873
Review and field verify watershed parameters	1		4			12					17			$2,361
Develop stage-storage / stage-discharge curves	2		4			16					22			$3,074
Update flood routing analysis	1		8			24	16				49			$6,097
Preliminary and Final Design Reports	2		12			32	12				58			$7,570
B.2 Emergency Spillway Design	2		4			16					22			$3,074
B.3 Slope Protection Design	1		2			8					11			$1,537
B.4 HEC-RAS Model Update	2		4			24	8				38			$4,850
Subtotal Task B	**12**	**0**	**42**	**0**	**0**	**140**	**36**	**0**	**0**	**0**	**230**	**0**	**$0**	**$30,436**
C. Civil Engineering														
C.1 Civil Improvement Plans														
Grading Plans	2	0	8	20	0	48	28				106			$13,490
Wall Plan and Profile	9	0	56	0	0	188	0				253			$34,369
Wall Sections and Details	11	0	44	88	0	176	0				319			$44,715
Culvert Sections and Details	4	0	20	16	0	88	0				128			$17,428
Roadway Plans	1	12	0	60	0	175	0				248			$32,915
Sewer Plans	0	0	20	52	0	104	0				176			$23,952
Storm Drain Plans	2	0	16	0	0	48	64				130			$15,394
Erosion Control Plans	1	4	0	12	0	32	0				49			$6,693
C.1.1. Utility Research and Mapping			8			32	16				56			$6,848
C.1.2. Potholing											0		$ 5,580	$5,580
C.1.3. Corner Sight Distance Analysis		1		4							5			$793
C.2 Striping and Traffic Control Plans	8	0	16	0	0	92	84				200			$24,112
C.3 Preliminary Landscape Concept Plan		36		100							136			$21,860
C.4 Final Landscape and Irrigation Plan	0	48	0	160	0	0	0				208			$33,200
C.5 Specifications and Cost Estimates	4	24	16	16	8	40					108			$16,476
Subtotal Task C	**42**	**125**	**204**	**528**	**8**	**1023**	**192**	**0**	**0**	**0**	**2122**	**0**	**$5,580**	**$297,825**
D. Geotechnical Investigation														
Ninyo & Moore											0	130	$ 41,000	$41,000
Subtotal Task D	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**130**	**$41,000**	**$41,000**
E. Structural Engineering														
E.1 Flood Wall Structural Engineering											0			$0
Type Selection Report	4		32	8		24					68			$10,420
Type Selection Meeting	8		12								20			$3,816
Design Calculations - Flood Wall			160								160			$26,880
Design Calculations - Spillway			32								32			$5,376
			40								40			$6,720
E.2 Culvert Design											0			$0
E.3 Independent Technical Review (TerraCosta)											0	16	$ 2,720	$2,720
Type Selection Report											0	56	$ 9,520	$9,520
Geotechnical Analysis											0		$ 9,340	$9,340
Structural Analysis											0	52	$ 8,260	$8,260
Approval Letters and Meetings											320	124	$29,840	$83,052
Subtotal Task E	**12**	**0**	**276**	**8**	**0**	**24**	**0**	**0**	**0**	**0**				
F. Water Quality - SWPPP														
F.1 Risk Determination		1		4							5			$793
F.2 Prepare SWPPP		4		24			4				32			$4,788
Subtotal Task F	**0**	**5**	**0**	**28**	**0**	**0**	**4**	**0**	**0**	**0**	**37**	**0**	**$0**	**$5,581**

Exhibit "B"
Cost Proposal

TASK	RBF Consulting											Sub-consultant Hours	Sub-consultant Fee	Total Cost
	Project Director	Technical Manager	Senior Engineer	Landscape/ Planner / Engineer	Environ. Specialist	Designer / Planner	Graphic Artist/ CADD	Environ. Analyst	Field Survey 2-person crew	Clerical / Word Processing	RBF Total Hours			
Hourly Rates	$225	$185	$168	$152	$142	$122	$100	$100	$245	$65				
G. Water Quality - SWMP														
G.1 Prepare Storm Water Mitigation Plan	1	4		24			8				37			$5,413
G.2 BMP Design	1	2		24			8				35			$5,043
Subtotal Task G	2	6	0	48	0	0	16	0	0	0	72	0	$0	$10,456
H. Completion of CEQA Addendum														
H.1 Completion of MMRP and City Council Approval		8			20			12			40			$5,520
Subtotal Task H	0	8	0	0	20	0	0	12	0	0	40	0	$0	$5,520
I. Habitat Mitigation and Monitoring Plan														
I.1 Draft HMMP		8		24	40		8				80			$11,608
I.2 Draft O&M Manual	2	2		4	4	16	4				32			$4,348
I.3 Final HMMP and O&M Manual / Response to Comments	2	2		2	8	4	8				26			$3,548
Subtotal Task I	4	12	0	30	52	20	20	0	0	0	138	0	$0	$19,504
J. Regulatory Permits / Processing														
Preparation and Processing of Regulatory Applications		32			200		40	140			412			$52,320
Subtotal Task J	0	32	0	0	200	0	40	140	0	0	412	0	$0	$52,320
K. Processing, Meetings, and Coordination														
Kick off Meeting	4	4	4	4							16			$2,920
Project Meeting and Coordination	24	24	12	12							72			$13,680
Project Management	32	20									52			$10,900
Subtotal Task K	60	48	16	16	0	0	0	0	0	0	140	0	$0	$27,500
L. Bid Support														
Request for Information	2	4	8			8					22			$3,510
Addendums	2	2	6			8					18			$2,804
Subtotal Task L	4	6	14	0	0	16	0	0	0	0	40	0	$0	$6,314
M. Construction Support														
Respond to RFIs / Shop drawing review	4	8	24			40					76			$11,292
Construction Meetings	8	8	8								24			$4,624
Subtotal Task M	12	16	32	0	0	40	0	0	0	0	100	0	$0	$15,916
N. As-Built Plan Preparation														
As-Built Plan Prep	2	4	8			16	24				54			$6,886
Subtotal Task N	2	4	8	0	0	16	24	0	0	0	54	0	$0	$6,886
O. Project Contingencies														
Contigency Task (15% of Total Labor and Subconsultant Costs)	40	60	80	100	60	160	60	40			600			$86,780
Subtotal Task O	40	60	80	100	60	160	60	40	0	0	600	0	$0	$86,780
TOTAL HOURS	190	330	672	774	372	1439	414	192	56	0	4399	254		
PROFESSIONAL LABOR AND SUBCONSULTANT COSTS	$42,750	$61,050	$112,896	$117,648	$52,824	$175,558	$41,400	$19,200	$13,720	$0			$78,820	$715,866
DELIVERABLES/REIMBURSABLES														$7,000
TOTAL PROJECT COSTS														$722,866

Exhibit "C"
Rancho Del Oro Detention Basins at Loma Alta Creek
Schedule

ID	Task Name	Duration	Start	Finish
1	**PHASE 1: TECHNICAL STUDIES AND PRELIMINARY DESIGN**	130 days	Thu 5/7/15	Wed 11/4/15
2	**Project Research and Data Collection**	**120 days**	**Thu 5/7/15**	**Wed 10/21/15**
3	Project Notice to Proceed / Kick off Meeting	0 days	Thu 5/7/15	Thu 5/7/15
4	Collect and Review Data	2 wks	Thu 5/7/15	Wed 5/20/15
5	Utility Research, Coordination, Mapping	24 wks	Thu 5/7/15	Wed 10/21/15
6	**Survey and Mapping**	**30 days**	**Thu 5/14/15**	**Wed 6/24/15**
7	Aerial Mapping & Field Survey	6 wks	Thu 5/14/15	Wed 6/24/15
8	**Technical Studies**	**65 days**	**Thu 5/21/15**	**Wed 8/19/15**
9	HEC-1 Model Review / Update	6 wks	Thu 5/21/15	Wed 7/1/15
10	Alternatives Analysis / Flood Routing	4 wks	Thu 6/4/15	Wed 7/1/15
11	Sedimentation / Hydraulics	4 wks	Thu 6/18/15	Wed 7/15/15
12	Preliminary Design Report/Recommended Alt	4 wks	Thu 7/9/15	Wed 8/5/15
13	Floodwall Type Selection Report	4 wks	Thu 7/9/15	Wed 8/5/15
14	Corner Sight Distance Analysis	5 days	Thu 7/16/15	Wed 7/22/15
15	Geotechnical Field Work	3 wks	Thu 5/21/15	Wed 6/10/15
16	Geotechnical Testing and Analysis	6 wks	Thu 6/11/15	Wed 7/22/15
17	City Review	2 wks	Thu 8/6/15	Wed 8/19/15
18	**30% Improvement Plans**	**55 days**	**Thu 8/20/15**	**Wed 11/4/15**
19	30% Improvement Plans	8 wks	Thu 8/20/15	Wed 10/14/15
20	Concept Landscape Plan	20 days	Thu 9/17/15	Wed 10/14/15
21	Design Review Meeting	0 wks	Wed 10/14/15	Wed 10/14/15
22	City Review	3 wks	Thu 10/15/15	Wed 11/4/15
23	**PHASE 2: FINAL DESIGN AND CONSTRUCTION DOCUMENTS**	145 days	Thu 11/5/15	Wed 5/25/16
24	**90% Improvement Plans and Specs**	**85 days**	**Thu 11/5/15**	**Wed 3/2/16**
25	Pothole Utilities & Survey	10 days	Thu 11/5/15	Wed 11/18/15
26	90% Improvement Plans	14 wks	Thu 11/5/15	Wed 2/10/16
27	Structural Design	12 wks	Thu 11/19/15	Wed 2/10/16
28	Traffic Control Plans / Stagged Construction	3 wks	Thu 1/21/16	Wed 2/10/16
29	Final Design Report	3 wks	Thu 1/21/16	Wed 2/10/16
30	Utility Coordination / Relocation Plan	6 wks	Thu 12/31/15	Wed 2/10/16
31	Cost Estimates / Specifications	10 days	Thu 1/28/16	Wed 2/10/16
32	City Review	3 wks	Thu 2/11/16	Wed 3/2/16
33	**Final Plans, Specifications, and Estimates**	**75 days**	**Thu 2/11/16**	**Wed 5/25/16**
34	Finalize Improvement Plans	6 wks	Thu 3/3/16	Wed 4/13/16
35	Independent Technical Review - Structures	6 wks	Thu 2/11/16	Wed 3/23/16
36	Final Estimates/Specifications/Bid Schedule	10 days	Thu 3/31/16	Wed 4/13/16
37	District Review	15 days	Thu 4/14/16	Wed 5/4/16
38	Final Plans / City Approval	15 days	Thu 5/5/16	Wed 5/25/16
39	Project Approval	0 days	Wed 5/25/16	Wed 5/25/16
40	**ENVIRONMENTAL DOCUMENTATION AND PERMITTING**	**305 days**	**Thu 5/21/15**	**Wed 7/20/16**
41	Supporting Environmental Studies	6 wks	Thu 5/21/15	Wed 7/1/15
42	Regulatory Permit Application Preparation	8 wks	Thu 6/25/15	Wed 8/19/15
43	Regulatory Permit Processing	240 days	Thu 8/20/15	Wed 7/20/16
44	**PROJECT MANAGEMENT**	**315 days**	**Thu 5/7/15**	**Wed 7/20/16**
45	Project Meetings and Coordination	63 wks	Thu 5/7/15	Wed 7/20/16



Client: City of Oceanside
Date: Thu 4/16/15

Task
Milestone
Summary
Project Summary
City Review
Other Agency/Public Review
Geotechnical Task Items
Independent Technical Review