

STAFF REPORT*CITY OF OCEANSIDE*

DATE: June 24, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LOMA ALTA SLOUGH VECTOR HABITAT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with Environmental Science Associates (ESA) of San Diego, in the amount of \$202,526 to produce a hydrology/hydraulic study, feasibility study and environmental technical studies for the Loma Alta Slough Vector Habitat Project; and authorize the City Manager to execute the agreement.

BACKGROUND

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

The goal of the VHRP is to protect human populations and animals from mosquito-borne diseases by funding projects which eliminate or reduce mosquito-breeding habitat while balancing water quality, biological, aesthetic and hydrologic values. The Loma Alta Slough project site is designated as Site 336 in the County's Vector Program and is routinely treated for mosquitos.

On June 12, 2014, staff prepared and submitted a grant application to the San Diego County Health Department. On September 16, 2014, the City received notification that the grant would be awarded to the City.

On December 17, 2014, City Council approved the acceptance of \$499,905 in grant funds from the County of San Diego Vector Habitat Remediation Program and appropriated those funds to the Capital Improvement Budget.

ANALYSIS

Additional work will be required to complete the final engineering design and specifications for the project and is not included in the scope of this PSA. Upon completion of the feasibility study, an alternate will be chosen and staff will bring forward a PSA for the final engineering needed to complete the project; this work includes, but is not limited to: CEQA review and approval processing, resource agency permitting, and final engineering.

In accordance with the City's consultant selection guidelines, in February 2015 staff solicited a Request for Proposals (RFP) for the project. The RFP included statements of qualifications from consultants to provide environmental and engineering services for the Loma Alta Slough Vector Habitat Project (Exhibit B). Proposals from Amec Foster Wheeler Environment & Infrastructure, Inc., and ESA were received on March 15, 2015, 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 April 1, 2015, staff scheduled and conducted interviews with each Consultant. ESA received the highest score based on the interview process.

FISCAL IMPACT

The contract price with ESA of San Diego is \$202,526. A \$499,905 grant has been accepted and appropriated to the Loma Alta Slough Vector Habitat Project account (836141714272.5355) which has an approximate balance of \$499,905. Therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

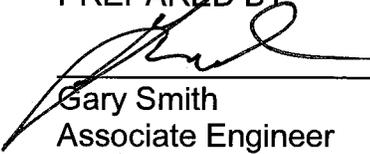
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

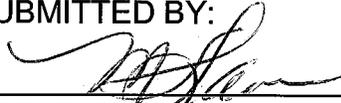
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PREPARED BY:



Gary Smith
Associate Engineer

SUBMITTED BY:



Michelle Skaggs Lawrence
Interim City Manager

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





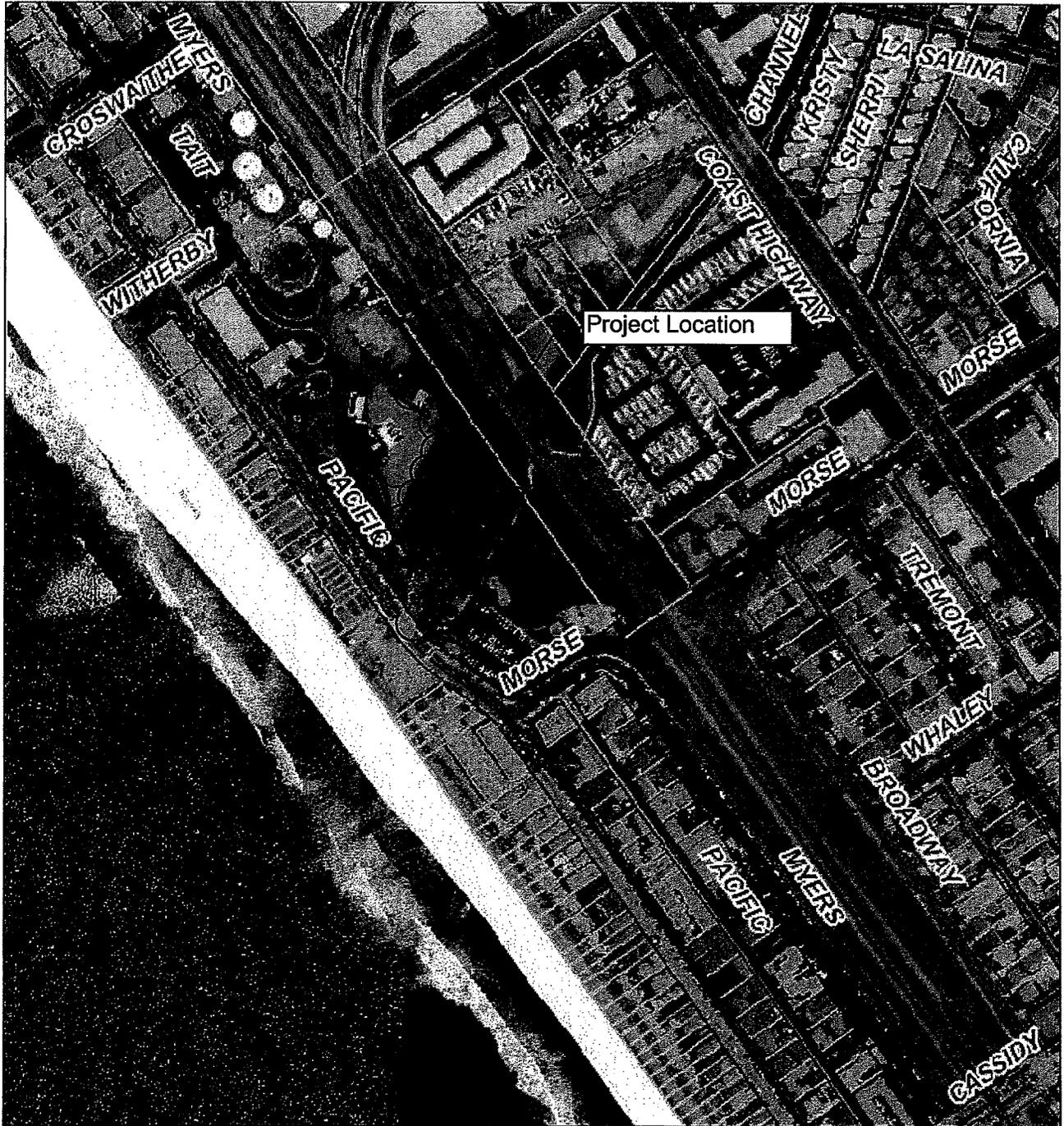




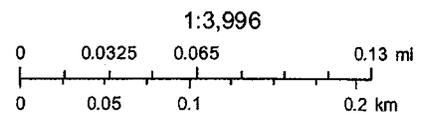
Attachments:

- A. Vicinity Map
- B. Request for Proposals
- C. Consultant Interview Ratings
- D. Professional Services Agreement

VICINITY MAP



February 4, 2015



Orthophotography by Aerometric for USGS, NGTOC III, ROLLA MO, SAN DIEGO CA



February 12, 2015

REQUEST FOR PROPOSALS

FOR

**THE LOMA ALTA SLOUGH VECTOR HABITAT REMEDIATION
PROJECT**

**RFP DUE:
March 12, 2015**

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



REQUEST FOR PROPOSAL
LOMA ALTA SLOUGH VECTOR HABITAT REMEDIATION PROJECT

SYNOPSIS

The City of Oceanside (CITY) is inviting proposals, including statements of qualifications, from consultants for environmental and engineering services for Phase I of the Loma Alta Slough Vector Habitat Remediation Project ("PROJECT"). The PROJECT is located within Loma Alta Creek; surrounded by the beach to the west, Buccaneer Beach Park to the south, the railroad to the east and the La Salina Wastewater Treatment Plant to the north (Exhibit A).

Each proposal shall clearly demonstrate strong direction from the CONSULTANT for Coastal Commission, resource agency and environmental permitting issues in conjunction with this project and County of San Diego Department of Environmental Health (DEH) requirements. The proposal must also demonstrate technical experience in coastal and tidal environments and in identifying/understanding vector-related problems.

Consultants 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 PROJECT.

The CITY will enter into contract negotiations with the CONSULTANT having the best approach and oral presentation on the PROJECT. PROJECT costs shall be delivered in a closed envelope at the time of interview and shall not be provided in the proposals. Upon successful negotiations, the CITY and CONSULTANT will enter into a Professional Services Agreement ("PSA") with an anticipated start date of May 2015.

PROJECT OVERVIEW

The goal of the PROJECT is to eliminate the stagnant and ponded water along the northerly section of the Loma Alta Slough that provides ideal breeding habitat for mosquitos. The slough is an estuary that is routinely treated for mosquitos by DEH during the summer as part of the County's Vector Control Program.

The focus of the grant activities will be to develop and design an engineered solution to mitigate vector habitat. The grant activities include, but are not limited to, a feasibility study, CEQA compliance, regulatory agency permitting, coastal commission approval, and final engineering design.

To achieve the goal of the Vector Habitat Remediation Program (VHRP), the above project components will ultimately need to be constructed and maintained. Staff anticipates the grant activities will take about 18 months to complete after a consultant has been selected. Once the study, CEQA compliance, permitting and design have been completed, the CITY will be able to apply for a VHRP construction grant. The total cost for construction of the chosen alternative shall not exceed \$500,000.

All design solutions shall be in accordance with the Implementation Plan for the VHRP from the County of San Diego Department of Environmental Health Vector Control Program; follow the link below for access to the plan.

http://www.sandiegocounty.gov/deh/pests/habitat_remediation.html



REQUEST FOR PROPOSAL
LOMA ALTA SLOUGH VECTOR HABITAT REMEDIATION PROJECT

SCOPE OF SERVICES

The phase 1 scope that follows provides general direction for the work required, it is up to the CONSULTANT to provide an in depth comprehensive scope for the PROJECT. Additionally, the CITY is also interested in innovative technologies that may be used to find long-term cost effective solutions that may not fit into a standard engineering approach. If a CONSULTANT chooses this type of approach, the CONSULTANT is free to revise this scope to meet their requirements. CEQA compliance, regulatory agency permitting, and coastal commission approval shall be included in all proposals.

PHASE 1

Task 1 – Meetings

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

Two regulatory stakeholder meetings will be held by the CONSULTANT at the Loma Alta Slough site to gather data, confirm assumptions and establish the overall goals and objectives. The first meeting will occur after the baseline investigations have been completed so that the agencies have a foundation to comment from. The second meeting will occur after the Feasibility Study is complete.

Task 2 – Hydrologic/Hydraulic Study

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

Task 3 – Feasibility Study

Provide no less than three design alternatives that utilize the key concepts identified in Table 2 of the Implementation Plan for the VHRP to eliminate or significantly reduce mosquito production. Each of the design alternatives shall be evaluated with respect to the following categories: constructability, estimated cost, effectiveness, expected environmental impacts during and post-construction, expected neighborhood impacts associated with construction, and environmental agency requirements.

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

Task 4 – Initial Study and Environmental Technical Studies

The CITY's initial study checklist shall evaluate project impacts for the recommended alternative from Task 3 using technical studies conducted for the PROJECT. In order to expedite the second phase of the PROJECT, the CITY would like to complete all related technical studies as appendices to the required CEQA document; a Mitigated Negative Declaration is anticipated for the PROJECT, but is subject to Planning direction upon review of the initial study. The required CEQA document will be prepared during the second phase of the PROJECT.



**REQUEST FOR PROPOSAL
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Specific environmental issues to be addressed, as they relate to Vector management and the CITY's overall water quality concerns, are the following:

- Water Quality (TMDL-Nutrients, Bacteria, Metals)
- Air Quality
- Land Use and Planning
- Hazards & Noise
- Public Services
- Utilities Systems
- Agricultural, Biological, Cultural, Mineral and Geographical Resources
- Population and Housing
- Recreation

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

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

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

PHASE 2

Phase 2 of the Loma Alta Slough Vector Habitat Remediation Project will include preparation of the required CEQA document and a and Habitat Management and Maintenance Plan, apply for and securing resource agency permits, obtaining Coastal Commission approval, and the development of final plans, specifications, and estimates.

SUBMITTAL CONTENT

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

1. Cover Letter

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

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

REQUEST FOR PROPOSAL
LOMA ALTA SLOUGH VECTOR HABITAT REMEDIATION PROJECT



2. Proposal

a. Project Understanding

- i. Provide information based upon the CONSULTANT's understanding of the goals of the PROJECT; and
- ii. Provide a list of design and environmental work, along with references, of similar nature performed by the CONSULTANT within the Southern California Region. Please include the owner's contract information for each project listed; City references are highly desirable.
- iii. Provide a detailed summary that clearly explains CONSULTANT's understanding of the Loma Alta Slough; connection with the Pacific Ocean, tides, estuary and lagoon effects, U-V plant effect, etc.

b. Project Team

- i. Provide the name of the principal or project manager in the firm/entity who will have direct and continued responsibility for the services provided to the CITY. This person will be the City staff's first point-of-contact on all matters dealing with the services offered and will handle day-to-day activities through completion of the PROJECT;
- ii. Provide background information about the consulting team/firm, organization, office structure and location, and number of professional personnel;
- iii. Provide an organization chart showing the proposed relationships among all key personnel and support staff who are expected to participate on the PROJECT;
- iv. Provide a brief summary of qualifications and experience of the CONSULTANT's firm/team and the key personnel to be assigned. Include relevant experience, education, licenses, accreditation and certificates;

3. Project Work Plan

- a. Provide a statement that addresses the challenges that can occur during a project of this type and any unique experience, abilities, or services that can be provided by the firm or CONSULTANT team to solve these challenges. Cite an example where these qualities were used;
- b. Provide a detailed description of the proposed phase 1 work plan for performing the required services, including a tabulation of the tasks anticipated and estimated hours for each;
- c. Provide a detailed description of the proposed work plan for phase 2 of the PROJECT that clearly shows the CONSULTANT's firm/team understanding of the anticipated tasks associated with this phase of the PROJECT and explain their ability to perform such work;



REQUEST FOR PROPOSAL
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- d. Provide any insight on innovative design features the CONSULTANT team may have and could pursue if hired by the CITY; and
- e. Provide a statement that addresses how the firm or CONSULTANT team will demonstrate their commitment to be responsive and accessible to CITY staff in a timely manner.

4. Long-term Solutions

Provide a detailed explanation that explains how your design or innovative approach will last long-term. Heavy flows move through Loma Alta Creek during the rainy season and these flows can easily destroy any attempt at providing a solution that eliminates or significantly reduces vector habitat at this site; explain how your approach will withstand the test of time.

5. Cost Proposal

The Cost Proposal shall be submitted in a separately sealed envelope at the time of interview. The fee schedule shall be itemized by each task and each task shall be individually broken down into proposed staff and hours for each. Submittal of costs shall be formulated such that actual hourly wages are provided and subtotaled. Include additional charges for sub-consultant's services and reimbursements (if applicable). Please be aware that the services provided under this PROJECT are subject to Prevailing Wage Requirements.



**REQUEST FOR PROPOSAL
LOMA ALTA SLOUGH VECTOR HABITAT REMEDIATION PROJECT**

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, March 12, 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 February 12, 2015
- Consultant Proposals Due March 15, 2015
- Invitations to Interview March 19, 2015
- Top Rated Consultant Interviews March 26, 2015

The 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 consultants 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 CONSULTANT will not be invited for oral presentations. The proposals will be evaluated in accordance with Attachment H.

INQUIRIES

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

- Attachments:
Sample PSA
Site Map
Rating Form

Attachment C – Interview Rating Results

	<i>Company</i>	
<i>Reviewers</i>	<i>Amec Foster Wheeler Environment & Infrastructure, Inc.</i>	<i>ESA</i>
#1	74	95
#2	75	95
#3	71	90

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: LOMA ALTA SLOUGH VECTOR HABITAT PROJECT
(836141714272)**

THIS AGREEMENT, dated June 10th, 2015, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Environmental Science Associates of San Diego (ESA), hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Produce a hydrology/ hydraulic study, feasibility study and environmental technical studies for the First Phase of the Loma Alta Slough Vector Habitat Project. A more detailed scope of work for the project, as defined by the Consultant is attached hereto as Exhibit 'A' and made a part 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.

LOMA ALTA SLOUGH VECTOR HABITAT PROJECT (836141714272)

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

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

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

LOMA ALTA SLOUGH VECTOR HABITAT PROJECT (836141714272)

- 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

LOMA ALTA SLOUGH VECTOR HABITAT PROJECT (836141714272)

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 \$202,526. 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.

LOMA ALTA SLOUGH VECTOR HABITAT PROJECT (836141714272)

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.

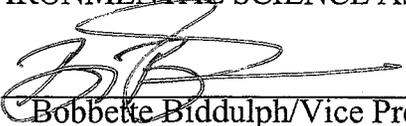
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If 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.

LOMA ALTA SLOUGH VECTOR HABITAT PROJECT (836141714272)

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.

ENVIRONMENTAL SCIENCE ASSOCIATES

CITY OF OCEANSIDE

By: 
Bobbette Biddulph/Vice President

By: _____
City Manager

Date: June 10, 2015

Date: _____

By: _____

APPROVED AS TO FORM:

Date: _____


City Attorney

94-1698350
Employer ID No.





NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

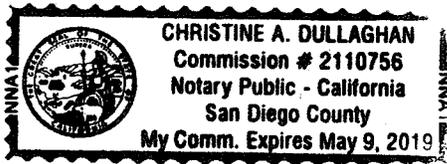
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 10, 2015 before me, Christine A. Dullaghan, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bobbette Biddulph
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Exhibit A

SCOPE OF PROFESSIONAL SERVICES

ESA shall complete the following tasks under the first phase of the Loma Alta Slough Vector Habitat Remediation Project adjacent to Buccaneer Beach Park.

a. Phase 1

Task 1 – Meetings

ESA shall attend an initial kickoff meeting at the project site prior to working on the feasibility study. This meeting will be attended by City staff; ESA's Project Manager, David Pohl, PhD, PE; the Project Team Task Leads (Anthony Cotts, PE, Nick Garrity, PE, and Jack Gorzeman); and the Biological Restoration/Permitting Lead, Julie Fontaine. It is suggested that representatives of the County Vector Habitat Remediation Program also attend to confirm project goals and design standards to address the mosquito breeding habitat at the Loma Alta Slough.

ESA shall organize and lead two regulatory stakeholder meetings at the Loma Alta Slough site. The first resource agency meeting will be scheduled following the completion of the baseline studies and investigations. At this meeting, at the City's direction, ESA shall present preliminary conceptual approaches to meet the project goals and objectives in order to obtain feedback for the Feasibility Study regarding regulatory and permitting advantages and disadvantages. This discussion may include the use of a self-mitigation approach and the enhanced habitat value of the preliminary concepts. This meeting shall be used to inform the further development and evaluation of the alternative with regard to potential permitting, mitigation, and construction requirements.

ESA shall organize and lead a second meeting with the resource and regulatory agencies to be conducted following the completion of the Feasibility Study, and after the City has reviewed and commented on the Study. At this meeting, the selected alternative will be presented along with the other alternatives and a summary of the advantages and disadvantages of each alternative. ESA shall also present the list of planned permit applications and review the content, process, and anticipated schedule for agency input.

These meetings shall be conducted by ESA's Project Manager and will include the Project Team Task Leads, City staff, and all environmental agency representatives having jurisdiction over the project to reach consensus on the goals, objectives, recommended alternative and permit content and process. ESA shall be responsible for arranging this meeting with the City and environmental agency representatives.

The ESA Project Management shall conduct regular correspondence with the city, prepare monthly status reports that will be needed for the city to invoice the County DEH in accordance with the grant agreement, and prepare for project meetings.

TASK DELIVERABLES:

1. Project Kickoff Meeting - Agenda and Meeting Summary

2. Resource Agency Meetings – Agenda and Meeting Summary (two meetings)
3. Monthly Progress Report, Schedule and Invoice – Monthly for Project Duration

Task 2 – Hydrologic/Hydraulic Study

ESA shall prepare a Hydrologic/Hydraulic Study to evaluate the potential impact of the project on flood risk. ESA shall model the 2-, 10- and 100-year design flows for Loma Alta Creek under existing conditions and proposed conditions for each design solution presented in the feasibility study. ESA will develop a HEC RAS model of existing conditions for Loma Alta Creek in the project vicinity (approximately S. Coast Highway to the Pacific Ocean) based on the effective FEMA model. We anticipate enhancing the FEMA model with up to three additional cross sections between South Pacific Street and the railroad bridge. We will use the 10- and 100-year design flows for the mouth of Loma Alta Creek from the effective FEMA Flood Insurance Study or other published design flows as directed by the City of Oceanside. If a 2-year design flow is not available, we will estimate the 2-year peak flow using the San Diego Hydrology Model. Downstream boundary conditions will be selected according to the San Diego County Hydrology Manual guidance. The HEC RAS hydraulic model will be run in steady-state mode for each of the design flows paired with the appropriate steady-state downstream boundary condition, assuming the lagoon mouth will be open at the time of any flood event. The existing conditions model geometry will then be modified to reflect each of the project alternatives. The same flow scenarios will be run for proposed conditions and the resulting water surface profiles compared to the existing conditions profile. This analysis will focus on Loma Alta Creek as the primary source of flood flows to the project and does not include an analysis of local storm drainage from surrounding properties.

The Study shall be performed in accordance with the San Diego County Hydrology Manual, San Diego County Drainage Design Manual, and the City of Oceanside Engineers Design and Processing Manual as applicable.

ESA shall document the analysis in a Hydrologic/ Hydraulic Study Technical Report. ESA shall provide a draft report for the City's review and a revised final report in response to a consolidated set of review comments provided by the City.

ESA assumes that any coordination with FEMA and associated studies that may be required would be performed during the Phase II design after the Phase I Feasibility Study has been completed and a preferred alternative has been selected.

TASK DELIVERABLES:

1. Draft Hydrologic/ Hydraulic Study Technical Report.
2. Final Hydrologic/ Hydraulic Study Technical Report.

Task 3 – Feasibility Study

ESA shall provide no less than three (3) design alternatives that use the key concepts identified in Table 2 of the Implementation Plan for the Vector Habitat Remediation Program to eliminate or significantly reduce mosquito production. Each of the design alternatives shall be evaluated with respect to the following categories: constructability, estimated cost and effectiveness, expected environmental impacts during and post-construction, expected neighborhood impacts associated with construction, mitigation feasibility, and environmental regulatory agency requirements.

ESA shall provide each design alternative with a cost estimate, preliminary engineering plan and profile drawing, and an explanation of the advantages and disadvantages of the design in tabular form based on the set of evaluation criteria listed above. The 30% Design will provide sufficient detail to develop a construction cost estimate to be compared among options.

Once the feasibility study has been reviewed and approved by the City, ESA shall coordinate and lead another meeting with the environmental agencies to gain consensus on the design approach (as discussed in Task 1).

Based on input from the City, County DEH VHRP Team, and resource agencies on the preferred alternative selected by the City, ESA shall progress the preliminary design of that alternative to the 50%-complete level.

The 30 and 50-percent design alternatives will be represented on D-size sheets (24x36) appended to the feasibility study.

ESA shall develop a range of options that provides the City with a set of alternatives that are all feasible from a construction standpoint but will vary in cost, permitting complexity, required long-term maintenance and balance of meeting vector habitat remediation, water quality, habitat enhancement, and natural resource protection/mitigation. Key to the assessment of these options will be ensuring continued success of the project to address mosquito habitat, site flooding, and low maintenance.

The Project Team will develop the set of alternatives that provides for long-term success with a range of costs that also meets available funding.

Circulation Feasibility Study

ESA will evaluate integrated approaches that provide vector habitat remediation, enhance circulation, and are compatible with the slough's hydrologic processes. These approaches will include:

- Creating new channels through the reed vegetation that would allow water to circulate through the vegetated area to the pump, eliminating stagnant water as well as providing improved access for vector control.
- Modifying pump operations to prevent stagnation and/or simulate daily tidal fluctuations and circulation.
- Grading the northern bank area to lower the elevation such that the inundation and salinity conditions support a different type of vegetation.
- Enhancing vertical mixing to increase surface salinities and create conditions that would support a different vegetation type such as salt marsh or brackish marsh.

ESA will use the results of the SCCWRP study, "Watershed Loading, Hydrodynamic, and Water Quality Modeling in Support of the Loma Alta Slough Bacteria and Nutrient TMDL," to inform the Circulation Feasibility Study.

New Channel Plans

To develop the channel layouts and sizing for the alternatives, ESA will apply hydraulic geometry sizing relationships to provide channel planform, channel layouts, and channel cross-sectional dimensions (depth, width, and cross-sectional area). The channel sizing will serve as the basis for developing channel design plans.

Engineering Topographical Survey

The survey will use the City Survey Control Network (ROS 21787) as a basis for horizontal and vertical control and be conducted by a licensed land surveyor. The engineering survey will include creating topographic elevations of the site area. Other site features, including the location of existing infrastructure, fence line, and property boundaries, will also be surveyed. The survey data will be used to facilitate the proposed new channel design and hydraulic analysis.

TASK DELIVERABLES:

1. Draft Feasibility Study (One WORD electronic version for edits/comments and two hard copies)
 - a. Preliminary 30% Design Level for up to 3 Alternatives – Channel Plans and Cross Sections
 - b. Comparison of Alternative to Criteria – Advantages and Disadvantages
 - c. Alternative Feasibility Level Costs
 - d. Recommendations on Selected Alternative
2. Final Feasibility Study (electronic PDF copy and five hard copies)
3. Draft Technical Memorandum of Circulation Study (WORD electronic version for edits/comments)
4. Final Technical Memorandum of Circulation Study (electronic PDF copy and five hard copies)
5. Engineering Topographical Survey results – topographical maps of the site

Task 4 – Environmental Technical Studies

ESA shall complete the relevant technical studies in support of and to expedite the CEQA documentation, which is planned for Phase 2 of the project. An MND is anticipated. This will be based on the results of the technical studies and the assessment of the application of the County's PEIR, as discussed in the Technical Approach under CEQA.

ESA shall complete the City's Initial Study checklist, including the evaluation of project impacts and results of the technical studies for incorporation into the MND. ESA shall prepare the Initial Study using the City of Oceanside's Initial Study template for the proposed project that will evaluate the following environmental issues as they relate to Vector Habitat Remediation Program management and the City's overall water quality concerns:

- Water Quality (TMDL –Nutrients, Bacteria, Metals)
- Air Quality
- Land Use and Planning
- Hazard & Noise
- Public Services
- Utilities Systems
- Agricultural, Biological, Cultural, Mineral and Geographical Resources
- Population and Housing
- Recreation

The Initial Study shall contain detailed project impact documentation and supporting analysis, and may include project specific mitigation measures, if required, to reduce potential project impacts to less-than-significant levels.

ESA shall incorporate results from the following separate studies/assessments into the Initial Study:

- Biological field reconnaissance surveys and jurisdictional delineations (detailed protocol surveys for species are proposed for Phase II if needed)
- Phase I cultural resources assessment
- Hydrologic studies
- Air quality, greenhouse gases, and noise assessment of construction impacts

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

TASK DELIVERABLES:

1. Draft Initial Study with appendices. (One WORD electronic version for edits/comments and two hard copies)
2. Final Initial Study with appendices (electronic PDF copy and five hard copies)

The scopes of work for the biological and cultural assessments are as follows.

Cultural Resources

ESA shall conduct a Phase 1 Cultural Resources Assessment to identify the presence of cultural resources within the Area of Potential Effect (APE). This task includes delineation of an APE, archival research, a pedestrian survey, and the preparation of a technical report that identifies no significant cultural resources.

A brief review of historic maps and aerials from the 1930s to the 1960s reveal that the Loma Alta Marsh was a naturally formed wash at the point where Loma Alta Creek emptied into the Pacific Ocean. The APE remained unchanged until sometime between the late 1960s and early 1970s, when the areas currently occupied by La Salina Wastewater Treatment Plant to the north and Buccaneer Beach Park to the south were developed, causing the wash to be narrowed approximately to what the Loma Alta Marsh is today.

APE Delineation

As required under Section 106 (36 CFR 800.4(a)), ESA shall prepare an APE map for submittal to the City and USACE, the lead federal agency for this undertaking, which will be responsible for issuing a 404 permit for work in the wetland, for use in consultation with the State Historic Preservation Officer (SHPO).

Archival Research

ESA shall conduct archival research at the South Coastal Information Center (SCIC) and the San Diego Museum of Man to identify the presence of previous cultural resources investigations and previously recorded archaeological resources within a 1-mile radius of the APE, and historic-period built resources immediately adjacent to the APE. Research will include a review of historic topographic and aerial maps. The purpose of this research is to identify any cultural resources present in the APE and, based on the types of resources found within 1 mile of the APE, to generalize the archaeological sensitivity of the APE and the types of resources that could be found within the APE.

Geoarchaeological review will be conducted to identify existing landforms and geomorphologic processes, and to generalize the potential for subsurface archaeological resources within the APE.

ESA will prepare a letter and send it to the San Diego Natural History Museum requesting a paleontological database search for fossil localities and fossil-bearing sediments located within the general vicinity of the APE. ESA will request a Sacred Lands File check from the California Native American Heritage Commission (NAHC) in order to solicit information on sensitive or undocumented traditional/cultural sites in the vicinity of the APE. Native American representatives identified by the NAHC as having affiliation with the area will be contacted to assist in identifying any locations of cultural sensitivity.

Pedestrian Survey

ESA will conduct a negative cultural resources survey of the APE. A qualified cultural resources surveyor will survey all accessible portions of the APE where exposed ground surface is visible. Soils will be inspected for evidence of cultural resources..

Technical Report

ESA will prepare a Phase I Cultural Resources Report addressing CEQA and Section 106 requirements. The report will follow the guidelines in Archaeological Resource Management Reports: Recommended Contents and Format, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1990. The report will provide background contexts for the APE and will present the methods and results of the study. The report will include any input received from interested Native American individuals/groups. The report will address the likelihood of encountering subsurface intact archaeological resources during construction. A draft report will be provided. A final report, incorporating one round of consolidated comments, will be prepared and five hard copy and an electronic copy (PDF) will be provided. Hard copies of the report will be sent to the archives at the SCIC for their files.

TASK DELIVERABLES:

1. Draft Cultural Resources Technical Report (One WORD electronic version for edits/comments and two hard copies)
2. Final Cultural Resources Technical Report (electronic PDF copy and five hard copies)

Biological Resources

ESA shall conduct a literature review and database search of the CDFW California Natural Diversity Database, California Native Plant Society On-line Inventory, and USFWS Endangered Species Database, as well as confirm the baseline conditions of the Slough by conducting a site visit to map vegetation communities and assess the existing habitat conditions for their potential to support any sensitive species that are known to occur within similar habitats in the region.

ESA shall conduct a jurisdictional delineation of the wetlands and waters located within the Slough that may be affected by project. The wetlands delineation will follow state and federal methods and guidelines (Corps 1987 and Cowardin 1979). Data points of wetlands within the Slough will be established in key areas to identify the boundaries of federal and state jurisdiction, including CCC jurisdiction. Features such as the ordinary high water mark and channel bed and banks will be used to delineate the limits of agency jurisdiction. This information is

relevant to determine avoidance and restoration design measures and identify mitigation quantities that may be required for each resource agency.

A rare plant survey will also be conducted during the late spring blooming period (May) to determine presence or absence of any state- or federally-listed species such as the San Diego button-celery (*Eryngium aristulatum* var. *parishii*), which is found within similar habitats approximately 5 miles of the Slough.

The data collected from the baseline biological surveys described above shall be incorporated into a Biological Technical Report that documents the existing conditions of the project, which will include a CEQA-level analysis that will consider impacts and suitable mitigation for the Phase II project. The technical report and associated studies will be the primary source of information for analyzing the project's impacts in the CEQA document that will be prepared in the future. In addition, the technical report will provide valuable information to influence the design alternatives and provide a baseline for the required regulatory permits that will also be needed at a later time. Design alternatives will vary between avoiding any sensitive biological or jurisdictional resources - to identifying mitigation opportunities consistent with the City's Draft Subarea Plan.

TASK DELIVERABLES:

1. Draft Biological Resources Technical Report (One WORD electronic version for edits/comments and two hard copies)
2. Final Biological Resources Technical Report (electronic PDF copy and five hard copies)

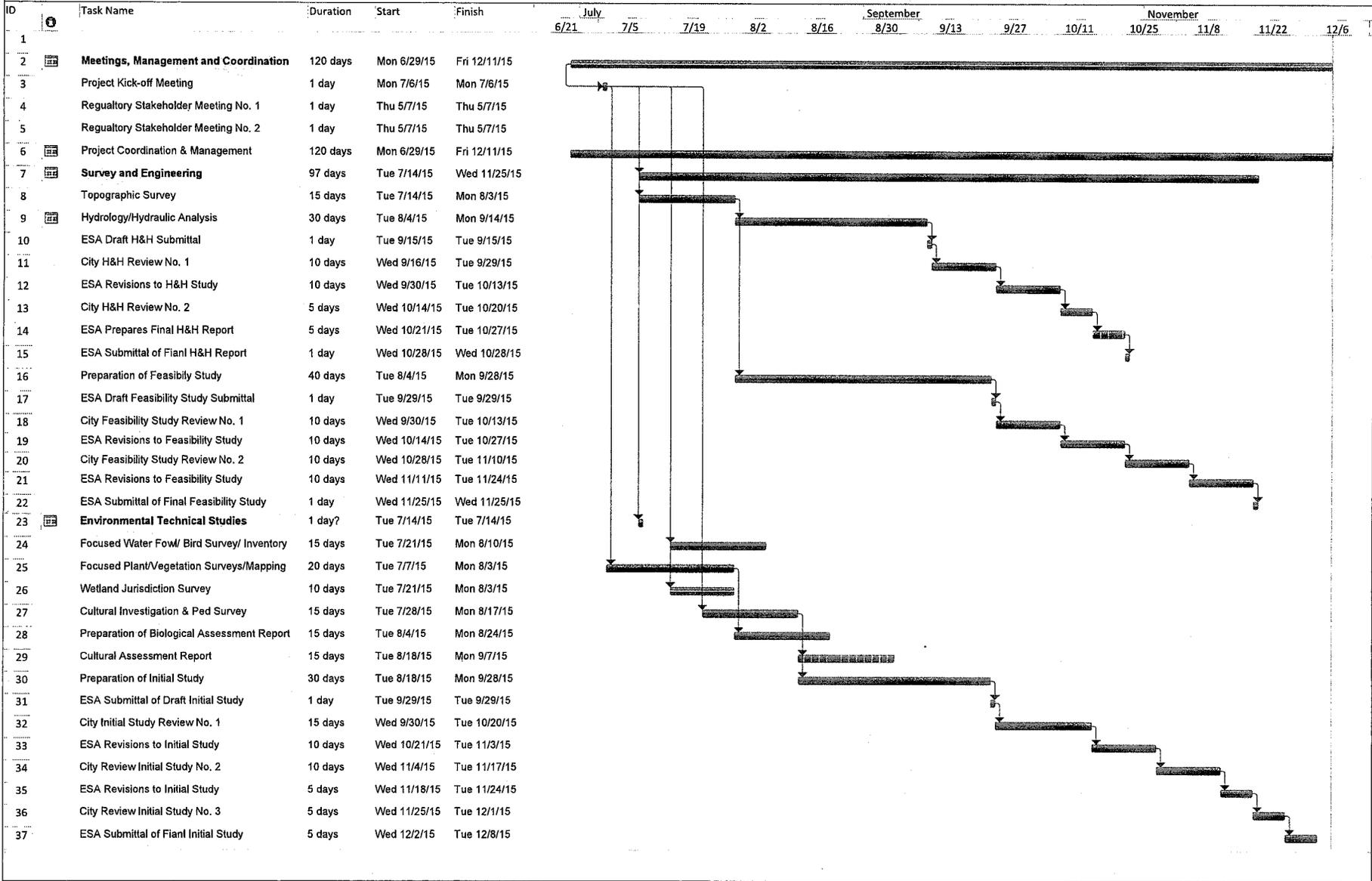
Task 5 – Contingency

ESA shall provide additional services to support the project 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.

Exhibit B - Project Budget by Task
Summary of Estimated Tasks and Deliverable Costs

Task Number / Description	ESA Team											Weston Team			Total Hours	Total Labor Price	
	Labor Category	Sr. QA Engineer/ Principal	Sr. QA Environ. Planner	Sr. Project Manager	Sr. Hydrologist	Sr. Biologist/ Permitting Specialist	Sr. Scientist/ Cultural	Project Env. Scientist/ CEQA	Project Engineer	Project Hydrologist	Biologist	Contract Admin.	Project Civil Engineer	Civil Engineer			Project Controller
	Hourly Billing Rate	\$215	\$205	\$200	\$200	\$190	\$185	\$155	\$150	\$140	\$120	\$155	\$130	\$75			
1	Meetings and Project Management	0	0	44	6	8	0	8	0	0	0	6	18	0	2	92	\$ 16,660
	Project Kick-off Meeting			4	2	2		2					2			12	
	Environmental Studies Results and FS Meetings with Resource Agencies			4	4	6		6					4			24	
	Project Management			36								6	12		2	56	
2	Hydrologic/Hydraulic Study	14	0	4	14	0	0	0	6	108	0	0	0	0	0	146	\$ 23,740
	Hydrology/Hydraulic Analysis	14		4	14				6	108					0	146	
3	Feasibility Study	10	0	46	74	0	0	0	0	154	0	4	186	0	0	186	\$ 78,560
	Feasibility Study	0		24	12					16			48	0		100	
	Circulation Feasibility Study	6		2	36					128			20				
	Prepare 30% New Channel Plans	2		4	12								64				
	Prepare 50% New Channel Plan for Selected Alternative	2	0	4	8				0	0	0	0	36			50	
	Engineering Topographical Survey (Optional)			2								4	8	0			
	Meetings (City, County DEH VHRP)			10	6					10			10	0		36	
4	Environmental Technical Studies	0	8	4	0	48	80	68	0	0	100	3	0	0	0	311	\$ 53,700
	Biological Field Studies and Biological Technical Report					24					60	2				86	
	Jurisdictional Delineation and report					24					40	1				65	
	Technical Studies (Cultural, Air Noise, GHG, etc.)			2			80	8								90	
	CEQA Checklist / Initial Report for MND		8	2				60								70	
5	Contingency															0	\$ 17,266
Total Hours		24	8	98	94	56	80	76	6	262	100	13	204	-	2	1,023	
Subtotals - Labor Costs		\$ 5,160	\$ 1,640	\$ 19,600	\$ 18,800	\$ 10,640	\$ 15,200	\$ 14,060	\$ 930	\$ 39,300	\$ 14,000	\$ 1,560	\$ 31,620	\$ -	\$ 150		\$ 189,926
Labor Costs																	\$ 189,926
Non-Labor Expenses																	
Direct Expenses - Mileage and Copies																	\$ 500
Task 3 - Engineering Topo. Survey - Subcontractor (Aguirre & Assoc.)																	\$ 12,100
TOTAL ESTIMATED PROJECT PRICE																	\$ 202,526

Loma Alta Slough Vector Habitat Remediation Program Project
Exhibit C - Project Schedule



Project: Loma Alta Slough VHRP S Date: Wed 5/13/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Finish-only