

## CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 14**

**Date: July 13, 2011**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Lori Vereker, Utilities Director  
Cheryl Filar, Environmental Programs Manager

**SUBJECT:** Bid Award: Phase 2, Regional General Permit (RGP)

### RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-97, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with the lowest responsive and responsible bidder, AECOM Technology Corporation, in the amount of \$269,990 for the Phase 2 Regional General Permit (RGP) Project.

### FISCAL ANALYSIS:

Based on the specialized nature and scope of the Phase 2 project, six environmental firms were invited to prepare proposals for the City's Phase 2 RGP Project. Two bids were received and opened by the City Clerk's representative on June 9, 2011. AECOM, an environmental consulting firm, provided the lowest and the most responsive bid, \$269,990, which is fully funded in the Fiscal Year 2011-2012 Stormwater budget.

### BACKGROUND:

The City has ongoing needs to effectively maintain its municipal separate storm sewer system (MS4) within the federal, state, and local regulatory framework established for such activities, which include some of the following:

- Annual removal of vegetation, debris, and other potentially clogging materials from riparian drainage corridors;
- Maintaining bank stability and channel capacity in unlined water courses of the MS4;
- Regular sediment removal and vegetation clearing in concrete-lined or similar hardscape drainage and/or flood control facilities; and/or
- Regular maintenance or repair of storm drain structures (MS4).

To regularly conduct the above-referenced maintenance activities, several permitting requirements are triggered by various local, state and federal regulatory agencies, including the US Army Corps of Engineers, California Fish and Game, California Fish and Wildlife, as well as the San Diego Regional

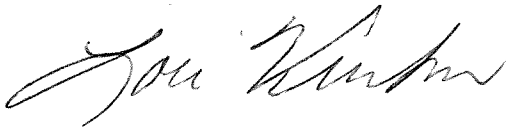
Water Quality Control Board. Each of these agency's regulations protect various environmental features and/or resources inherent to or supported by a jurisdiction's waterways, including water quality, various species of plants and wildlife, as well as the structural integrity of natural and concrete-lined channels.

During 2011 the City worked with an environmental consultant to conduct a survey of its waterways, which included determining the total number of drainages that need to be maintained on a routine basis (39). The survey also characterized the extent and nature of the vegetation and wildlife present at given sites, such as at the Mission Pools and Kit Carson/Sand Lake sites. Based on the results of this survey, staff determined the regular maintenance of its extensive drainage system would best be served by applying for a comprehensive, multi-site, five-year Regional General Permit versus single site, one-year permits. Overall, the RGP is the City's five-year plan for maintaining each site while protecting its environmental resources. As such, it provides the foundation for the City's multi-agency permit application project, which is further developed and then completed in Phase 2.

Phase 2 of the RGP project will develop the final permits, environmental reports (e.g., California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) assessments, mitigation requirements (if any), and address all other conditions identified by the regulatory agencies for each of the 39 sites. This final phase of the project will also involve coordinating and negotiating with the multiple regulatory agencies to achieve the most effective drainage maintenance plan for Escondido. It is anticipated that the Phase 2 project will be completed in 2013, when a comprehensive, long-term maintenance permit is approved by the federal, state, and local regulatory agencies.

Once the permit has been obtained, the City will be able to annually maintain its waterways and channels without having to apply for individual, short-term permits. Successive five-year RGP renewal efforts will involve updating the existing plan/RGP instead of the large-scale data collection and evaluation work that has defined the first comprehensive permit application process.

Respectfully submitted,



Lori Vereker  
Utilities Director



Cheryl Filar  
Environmental Programs Manager

RESOLUTION NO. 2011-97

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE, ON BEHALF OF THE  
CITY A CONSULTING AGREEMENT WITH  
AECOM TECHNOLOGY CORPORATION  
FOR PHASE 2 OF THE REGIONAL  
GENERAL PERMIT PROJECT

WHEREAS, the City has ongoing needs to effectively and regularly maintain its municipal separate storm sewer system ("MS4") within the federal, state, and local regulatory framework established for such activities; and

WHEREAS, developing a comprehensive plan or Regional General Permit ("RGP") application is required to obtain a long-term permit from the various regulatory agencies, such as the US Army Corps and California Fish and Game; and

WHEREAS, Phase 2 of the RGP permit application process requires the specialized services of an environmental consultant; and

WHEREAS, the Director of Utilities has determined AECOM Technology Corporation to be the lowest responsive and responsible bidder and recommends awarding the bid to them in the amount of \$269,990; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to AECOM Technology Corporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities and finds AECOM Technology Corporation to be the lowest responsive and responsible bidder.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Consulting Agreement ("Agreement") with AECOM Technology Corporation for the Project. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

Resolution No. 2011-97  
EXHIBIT A  
Page 1 of 18

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Between:           CITY OF ESCONDIDO  
                      a Municipal Corporation  
                      201 N. Broadway  
                      Escondido, California 92025  
                      Attn: Cheryl Filar  
                      760-839-6315  
                      ("CITY")

And:                AECOM Technology Corporation  
                      1420 Kettner Boulevard, Suite 500  
                      San Diego, CA 92101  
                      Mark Williams  
                      (619) 233-1454  
                      ("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to prepare revisions to develop a five-year Regional General Environmental Permit application so the City can conduct regular maintenance activities in its identified natural waterways and concrete-lined channels; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in an amount not to exceed \$269,990. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment A," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
  - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
    - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
    - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
  - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
- 9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
  - a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
- 10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
- 11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on



this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

23. E-Verify Participation. CONSULTANT agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONSULTANT'S potential new hires. CONSULTANT agrees and understands that E-Verify enrollment requires CONSULTANT to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONSULTANT is grounds for DHS' termination of CONSULTANT'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

\_\_\_\_\_  
(Consultant name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Consultant signature)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
JEFFREY R. EPP, City Attorney

By: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## 04 Proposed Method to Accomplish Work

We understand that this is a time-critical project. The City of Escondido (City) started the programmatic permitting process with an investment in extensive data collection, and now must attain resource agency approval quickly so that important maintenance activities can proceed.

To accomplish this, we will leverage our regulatory permitting expertise and our ongoing relationships with resource agency staff to advocate for favorable permit authorizations on behalf of the City. Our ability to quickly engage permitting agencies and jump-start programmatic permit development is centered on the following:

- Our understanding of the scope and content of the Phase 1 data collection process.
- Our insight into the direction, intent, and needs of this contract.
- Our experience with the City and other public agencies.
- Our extensive portfolio of successful programmatic permitting.

AECOM's approach to obtaining programmatic permits for the City is described below relative to the structure of the Scope of Work described in the request for proposal (RFP). Deliverables are listed within each task identified below. Where relevant to key activities, the specific level of effort proposed for that activity is noted. Our schedule provided at the end of this section illustrates the inter-relationship between the tasks and the relative timeframe for accomplishing the work.

Examples of similar permitting projects, presented in Section 3; Project Experience, demonstrate AECOM's success on various environmental permitting efforts.

### 4.1 Project Management

For this contract, Mark Williams will serve as the principal in charge (PIC). Mark is AECOM's Environmental Sciences Division Leader in Southern California, is a long-term ally of the City's storm water program, and is intimately familiar with the history of the City's pursuit of an RGP program. He will ensure the continuity of service and ensure that Paula Jacks, the City's direct point of contact, is provided with dedicated resources to fulfill this contract. At a minimum, he will meet with Paula on a monthly basis to review project status, progress, and City satisfaction.

Paula will be the City's direct point of contact. Her project management tasks will include coordinating with City and internal staff, interfacing with the regulating agencies, invoicing and managing the project budget, overseeing development and review of all deliverables, and ensuring implementation of AECOM's quality assurance/quality control (QA/QC) program. Paula will maintain regular communications with Jeff Warner and, on his behalf, maintain regular communication with the U.S. Army Corps of Engineers (the Corps), Regional Water Quality Control Board

*This project requires a team with a strong understanding of the complexities of impact delineation and extensive experience in obtaining programmatic permits for jurisdictional activities.*

(RWQCB), U.S. Fish and Wildlife Service (USFWS), and California Department of Fish and Game (CDFG), as needed. Other key team members, a breakdown of responsibilities, and lines of communication are presented in Section 2.

Our project management objective is to efficiently and effectively provide the City with high-quality results, as demonstrated through our RGP Phase I work. To meet this goal, Paula will perform the following tasks:

- Ensure that the project's technical/professional and contractual requirements are fulfilled.
- Respond to the City's inquiries quickly.
- Establish clear lines of communication both internally and externally.
- Handle problems and resolve issues.
- Maintain project files.
- Chair meetings.
- Initiate and maintain a quality management program tailored to the project.
- Deliver high-quality work on time and within budget.

As standard AECOM practice, our project managers prepare a Project Work Plan (PWP) for each project. The PWP defines how the scope of services will be accomplished to meet client goals and objectives. Preparation of the PWP is a valuable and necessary step for AECOM's project managers and key staff to synthesize the final contractual scope, expectations, a detailed schedule for each task, and a budget. The PWP is kept current throughout the life of the project, with review and updates conducted as needed.

- AECOM's process for planning and tracking project costs involves the following tasks:
- Defining the work items, task budgets, and schedule sequence for performing the work.
- Monitoring work progress relative to the project PWP.
- Evaluating any variance in the work progress and establishing appropriate corrective action before the project schedule or budget are affected.

### 4.1.1 Meetings

From our extensive experience in programmatic permitting, we know that all efforts necessary to obtain agency permits cannot be anticipated. However, we and our clients have learned the benefits of coordinating early with the resource agencies through informal communication before applications are submitted. Through this, we have streamlined a variety of permitting processes by proactively integrating agency concerns and recommendations. Multi-agency pre-application meetings are even more beneficial to this process.

Whenever agency communication is conducted on behalf of, and with the authorization of, the City,

AECOM will maintain meeting notes, telephone logs, and email correspondence to document agency issues or concerns and facilitate resolution. After the permit applications have been submitted, AECOM will continue coordination with the Corps, RWQCB, USFWS, CDFG, and the State Historic Preservation Office (SHPO) to expedite agency authorization. Documentation of communications with the agencies and the permitting progress will be maintained in an Agency Notebook for this RGP process.

For all meetings, Paula and our project team will prepare and provide meeting notices, agendas, and minutes. Draft versions will be provided to the City for review and approval, and final versions will be distributed to all attendees, or as directed by the City. The anticipated topics of discussion and coordination are outlined below.

### Corps Coordination

As part of this proposal, AECOM has included an initial meeting with the Corps to review and confirm elements of the RGP—before holding other agency meetings. In particular, at the February 2011 meeting held with the Corps, RWQCB, and CDFG as part of the Phase 1 work for the City, the Corps suggested a possible alternative to the RGP. The Corps suggested that establishment of a Section 404 Letter of Permission (LOP) process may be able to authorize the City's operations and maintenance (O&M) activities and other storm water management projects affecting "more than minimal" areas of federal waters, and provide for a longer permit term. This alternative authorization will be discussed further with the Corps to determine whether it is the superior programmatic Section 404 permit for the City. Because that alternative has not been confirmed as the optimal approach for the City, this proposal will continue to refer to the RGP.

Issues to be discussed and resolved with the Corps at this initial meeting are the following:

- Confirm eligible O&M and other activities to be covered under the RGP, and non-eligible projects.
- Discuss anticipated RGP terms, limitations, and conditions.
- Discuss conservation measures that provide protection to aquatic resources.
- Develop a strategy for pre-activity assessments and review, and post-activity reporting for covered activities.
- Gain concurrence on a pre-activity interagency notification form.
- Discuss compensatory mitigation and protection of aquatic resources function and services under the RGP.
- Confirm the information that the Corps needs to support its preparation of a Public Notice and Environmental Assessment.

### Interagency Coordination

Under the City's RGP Phase 1, AECOM initiated early coordination with the Corps, RWQCB, and CDFG, which will seamlessly continue to facilitate formal permit processing. Additional coordination will be conducted with USFWS and SHPO. Most of the issues listed above to be discussed with the Corps will also be

discussed with RWQCB, USFWS, CDFG, and SHPO. Additional issues to be discussed with these agencies are listed below.

#### Issues to be addressed with RWQCB:

- Discuss special conditions for the programmatic 401 Water Quality Certification (WQC) to ensure water quality protection.
- Identify particular watershed concerns.
- Agree on particular content for the pre-activity interagency notification form.
- Confirm whether proposed mitigation provides for adequate compensation for impacts to water quality and to waters of the state.
- Discuss the applicability of Waste Discharge Requirements (WDRs).
- Coordinate the timing for the California Environmental Quality Act (CEQA)-certified environmental document.

#### Issues to be addressed with USFWS:

- Review necessary federal endangered species coverage for the RGP.
- *Coordinate the timing for issuance of the incidental take permit under the federal Endangered Species Act (ESA).*
- Agree upon particular content for the pre-activity interagency notification form.

#### Issues to be addressed with CDFG:

- Identify eligible O&M activities and any exceptions for the Section 1602 Routine Maintenance Agreement.
- Review necessary state-endangered species coverage for the RGP.
- Coordinate the timing for issuance of the incidental take permit under the California Endangered Species Act (CESA).
- Agree upon particular content for the pre-activity interagency notification form.
- Coordinate the timing for the CEQA-certified environmental document.

#### Issues to be addressed with SHPO:

- Define the area of potential effects (APE).
- Discuss the utility of a Programmatic Agreement (PA) and agree on the timing for a signed PA (see discussion of PA below).

Upon completion of the early interagency coordination phase, the Corps will issue its Public Notice for the RGP.

#### Deliverables:

- Draft and final meeting notices, agendas, and minutes

### 4.1.2 Progress and Coordination

Paula and her staff will coordinate with the City on a weekly basis to keep Mr. Warner and City staff aware of progress and accomplishments under the contract. She will also provide monthly progress reports to Mr. Warner that describe activities of the previous month, planned activities for the next month, coordination issues, budget and schedule updates (including percentage of work completed and remaining), and

other applicable information.

#### **Deliverables:**

- Monthly progress reports

#### **4.1.3 Accounting**

AECOM will invoice the City monthly for work conducted during the previous month. The invoice will display the total authorized budget identified by project and task, the amount previously expended, the amount expended during the current period, and the amount remaining.

#### **4.2 Baseline Data Review, Impact Refinement, and Database Improvement**

##### **4.2.1 Data Review and Assimilation**

Under the RGP Phase 1 work, AECOM developed data management strategies that greatly facilitated the collection, organization, and tracking of baseline data; enhanced collaboration between the City and the resource agencies; and established the groundwork for defensibly managing and accounting for long-term impacts and equitable mitigation. These strategies included (1) development of a field report containing the comprehensive results of Phase 1; (2) creation of a database that houses the Phase 1 survey data and is structured to facilitate the Phase 2 development of electronic, automated tools to simplify and expedite annual report production; (3) development of standard templates for reporting O&M impacts, which were constructed in anticipation of resource agency notifications that may be required as a condition of the RGP; and (4) establishment of a standardized, "tiered" approach to impact/mitigation accounting. AECOM proposes to use this comprehensive framework structure to help streamline subsequent phases of this project, accommodate for additional sites and future renewals of the RGP, and ensure long-term permit compliance.

Further, we understand the depth and scope of the baseline data collected during Phase 1; have discussed this information with the Corps, CDFG, and RWQCB; and know that it is sufficient for pursuing agency permits under an RGP (or alternative, e.g., LOP) structure. There is no need to gather additional biological and/or jurisdictional data; AECOM has already met with the resource agencies and negotiated to provide conditions in the permit for pre-activity, site-specific surveys. As a result, only minimal time will be needed for baseline data review with City maintenance staff to get the permitting process started. However, if the resource agencies require additional baseline data, we will perform this work under the contingency allocations within the Extended Services option.

##### **4.2.2 Impact Refinement**

AECOM anticipates that this task will mainly consist of impact refinement that would include (1) agency negotiations to obtain approval of the impact tiers developed during Phase 1, (2) revision/reduction of the O&M impact areas to minimize jurisdictional impacts and/or avoid special aquatic features to keep sites within the bounds of the RGP, and (3) recalculation/categorization of impacts based on the outcomes of

(1) and (2).

#### **Deliverables:**

- Final data summaries of anticipated impacts to wetland vegetation or aquatic cover types based on the existing baseline data.
- Updated database for tracking impacts/mitigation, adding future maintenance facilities, and generating reports.

#### **4.3 Agency Coordination and Permit Assistance**

Obtaining an RGP to streamline Clean Water Act (CWA) permitting is one facet of a complex and dynamic environmental evaluation and regulatory process. To be effective, the streamlining approach must maximize satisfying the regulatory requirements of overlapping agency jurisdictions (e.g., state and federal ESAs, state and local water quality standards, and the National Historic Preservation Act [NHPA]). AECOM is prepared to implement a synergistic, comprehensive approach to the permitting process that is compatible to and creates efficiency with the City's permitting efforts and direction to date.

As previously noted, AECOM team members have positive working relationships and a history of successful interactions with the resource agencies. We work continuously with staff at the Corps, USFWS, CDFG, RWQCB, and SHPO, among others, and have extensive experience assisting our clients with obtaining various types of programmatic permits. We will leverage our resource agency relationships to continually advocate efficiency and effectiveness for the City's RGP during each of the following contract components:

- CWA Section 404 Application
- CWA Section 401 WQC Application
- ESA Section 7 Consultation
- Fish and Game Code 1602 Streambed Alteration Agreement
- Fish and Game Code 2080.1 Consistency Determination
- Section 106 Consultation
- Wetland Mitigation
- CEQA and National Environmental Policy Act (NEPA) Compliance

A flowchart illustrating the technical documents that are relevant to the regulatory review process and the formal outcome from each agency is provided in Figure 1. Where relevant in the discussion below, we identified potential challenges to the permitting process and our strategies to circumvent problems and facilitate project success.

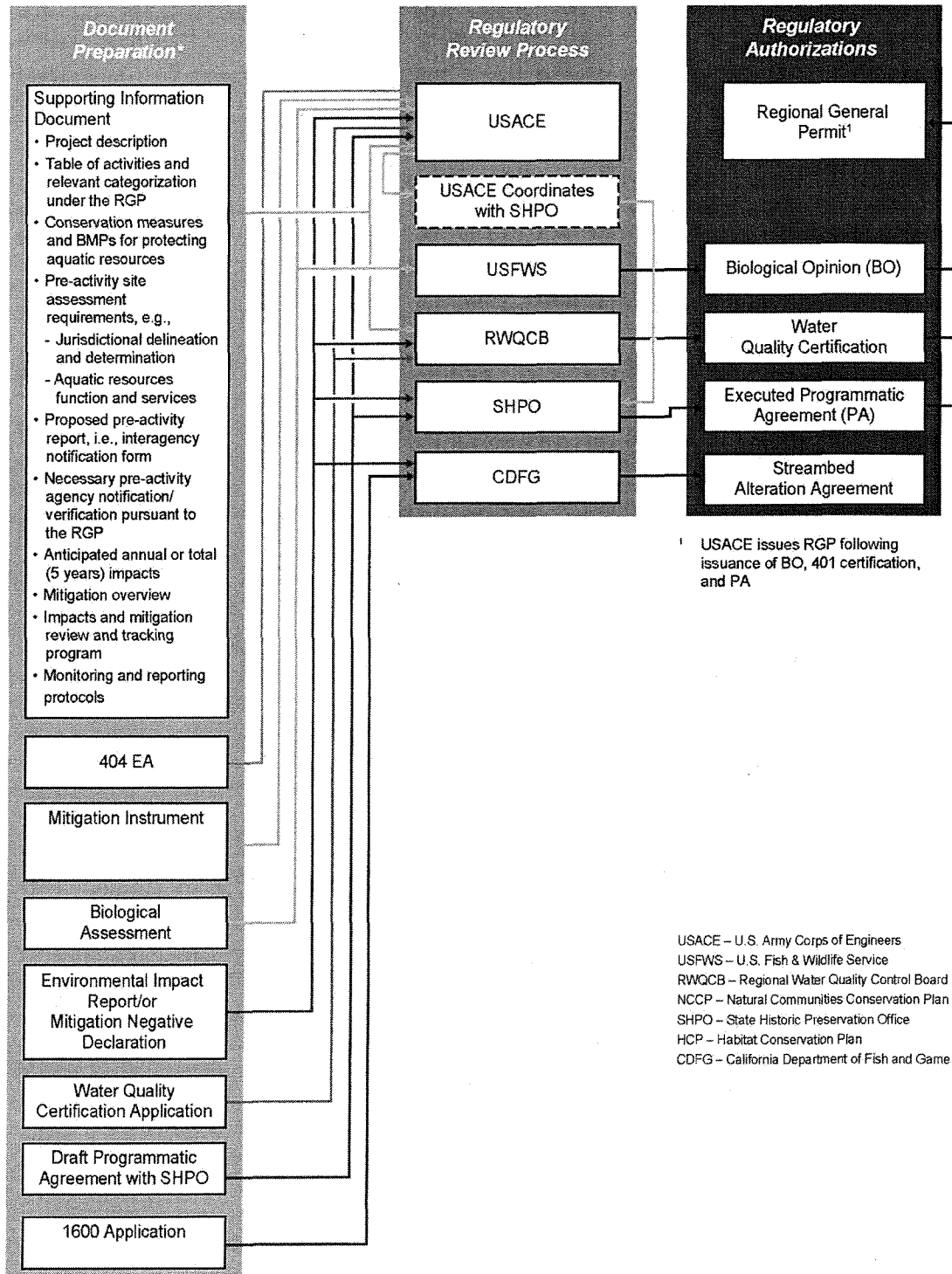
##### **4.3.1 Section 404 RGP Application Preparation**

Development and issuance of an RGP as proposed, which will include measures to help minimize adverse impacts to aquatic resources and integrate features beneficial to riparian and other aquatic functions and services, will ensure compliance under the CWA for all qualifying activities.

Although the RGP is primarily discussed herein, as noted above, the Corps also suggested that a Section

Figure 1

# City of Escondido Regional General Permit Process



\* This is a graphic representation and does not include all documents that may be necessary for complete permit application packages.

404 LOP process is an alternative authorization to cover the City's O&M activities and other storm water management projects impacting "more than minimal" areas of federal waters. As part of initial discussions with the City under this contract, as well as being a topic at the initial meeting with the Corps proposed herein, the RGP vs. LOP authorization structure will be considered, including any advantages/disadvantages in obtaining Section 401 and Section 106 authorizations for those options. In light of AECOM's long resume for obtaining programmatic authorizations for our clients, we can advocate either Section 404 programmatic permitting pursuit, as necessary. If the LOP is proven superior, the steps to pursue that alternative authorization are essentially the same as pursuing an RGP. Specifically, both require public noticing and a Corps-prepared NEPA document, with an alternatives analysis, if needed, and a final Statement of Findings. Once either permit is issued, the review of proposed actions is dictated by the conditions of the permit, as is the need for pre-activity notification and periodic reporting to the Corps during the term of the permit. Therefore, the cost for developing an LOP is not expected to vary appreciably from development of an RGP. Any unforeseen additional effort could be provided under the Extended Services portion of the contract.

#### 4.3.1.1 Application Package Preparation

The RGP permit application will be accompanied by a cover letter summarizing the request for RGP authorization and by supporting information applicable to processing the application and necessary for the Corps to complete its Public Notice and Environmental Assessment (see subtasks below). The supporting information will include summary information extracted and summarized from the CEQA document (Initial Study/Mitigated Negative Declaration [IS/MND]) as the information relates to impacts to jurisdictional waters and obtaining authorization for an RGP. The City's RGP application package would include the following components, as confirmed at the initial Corps meeting:

- Cover letter (printed on City letterhead)
- Standard application (ENG FORM 4345)
- Supporting information components
  - project description
  - table of activities and relevant categorization under the RGP
  - conservation measures and best management practices (BMPs) for protecting aquatic resources
    - pre-activity site assessment requirements (e.g., jurisdictional delineation and determination; aquatic resources function and services assessment)
  - proposed pre-activity report (i.e., interagency notification form)
  - necessary pre-activity Corps or other agency notification/verification pursuant to the RGP
  - anticipated annual or total (5 years) impacts
  - mitigation overview
  - impacts and mitigation review and tracking program

- monitoring and reporting protocols
- Applicable exhibit sheets as required by the Corps (e.g., O&M activity locations overview and representative cross sections through jurisdictional waters based on information provided by the City)
- Documentation of compliance with Section 401 of the CWA
- Documentation of compliance with Section 106 of the NHPA

#### Deliverables:

- Draft and final cover letter
- Draft and final ENG 4345 Application
- Draft and final supporting information components
- Applicable exhibit sheets

#### 4.3.1.2 Corps Public Notice Review

The Section 404 Public Notice is the Corps' document, prepared using a format issued by Corps headquarters. AECOM will review the draft Public Notice for the RGP as prepared by the Corps that will be circulated within the Corps and to the City for comment. It is expected that AECOM would assist the Corps in providing graphics, geographic information system (GIS) data, word processing, and technical editing support for the final Public Notice before it is posted on the Corps website.

#### Deliverables:

- Associated graphics and word processing support for preparation of the final Public Notice
- Responses to public comments

#### 4.3.1.3 Corps Environmental Assessment and 404(b)(1) Alternatives Analysis Review

The Section 404 Environmental Assessment (EA) is the Corps' document, prepared using a format also issued by Corps headquarters for its internal purposes to document compliance under NEPA. This format provides for a document that, once completed, constitutes the Corps' EA, 404(b)(1) Guidelines evaluation, Public Interest Review, and Statement of Findings. AECOM will review the draft EA and Finding of No Significant Impact (FONSI) prepared by the Corps, and provide graphics, GIS, word processing, and technical editing support to the Corps for preparing the final EA and FONSI. Because the latest Corps EA format includes a 404(b)(1) Guidelines evaluation, a stand-alone 404(b)(1) analysis document or separate findings for the least environmentally damaging practicable alternative (LEDPA) will not be required, and review of such a document is not proposed. AECOM will provide review comments on the EA to the Corps in Microsoft Word format, and the Corps will make revisions and finalize the document for its use.

#### Deliverables:

- Associated graphics and word processing support for preparation of the final EA and FONSI

#### 4.3.2 Section 401 Water Quality Certification Application Preparation

Under Section 401 of the CWA, every applicant must obtain certification from the state that the proposed activity will comply with state water quality standards and water quality objectives. For general Section 404 permits, either the State Water Resources Control Board (SWRCB) or RWQCB would issue the 401 WQC. AECOM will pursue a programmatic Section 401 WQC for the RGP and, if determined applicable to protect state waters, Waste Discharge Requirements (WDRs) from the RWQCB. Generally, when staff issue or waive a Section 401 WQC, WDRs are simultaneously waived. However, for large or multi-year projects reviewed under Section 401 of the CWA, staff may determine that WDRs should also be issued, whereby additional review by RWQCB and a public hearing would be necessary. The need for WDRs will be confirmed in pre-application meetings with RWQCB.

Most projects that the Corps will allow under an RGP will likely be able to obtain a Section 401 WQC from the RWQCB, particularly for O&M activities. A programmatic Section 401 WQC for the RGP will streamline project permitting.

AECOM will prepare a Section 401 WQC permit application package for review and submittal by the City, and then coordinate with RWQCB to attain the permit. The components of the City's 401 WQC application package are expected to include the following:

- Cover letter (printed on City letterhead)
- Standard application
- Copy of the RGP application package, including supporting information provided to the Corps
- Documentation of compliance with CEQA
- Proposed Wetland Mitigation Plan

##### Deliverables:

- Draft and Final Water Quality Certification Application
- Cover letter to be printed on City letterhead

#### 4.3.3 Section 7 Consultation

As a condition of the CWA Section 404 permitting process, the Corps is required to consult with USFWS under Section 7 of the ESA if the proposed action may affect federally listed species. The storm water and flood control facility maintenance activities that would be permitted by the Corps could affect species listed under the federal ESA or modify critical habitat. While Escondido is within the Multiple Habitat Planning Area (MHPA), the City does not have an approved Subarea Plan and Implementing Agreement that includes "take authorization" under ESA Section 10a for federally listed species. Therefore, Section 7 consultation with USFWS would be required to ensure that the Corps is not permitting an action likely to jeopardize the continued existence of listed species or destroy or adversely modify designated critical habitat.

Per the federal ESA, the action agency (in this case, the Corps) prepares a Biological Assessment (BA) to evaluate the project's effects on species protected under the ESA and determines when it is final. To

facilitate development of the BA, AECOM will prepare a Draft BA for review and submittal to USFWS by the Corps. The BA will include relevant ecosystem and recovery goals associated with the species potentially affected, BMPs specific to avoiding/minimizing impacts to listed species and/or designated critical habitat, and the anticipated effect of channel maintenance on listed species and/or designated critical habitat. The statutory time for USFWS to issue its Biological Opinion after receipt of a BA from another federal agency is 135 days. AECOM will work with the Corps and USFWS to facilitate the review process in an effort to reduce USFWS review time.

##### Deliverables:

- Draft and Final Biological Assessment for the Corps to send to USFWS

#### 4.3.4 Fish and Game Code 1602 Streambed Alteration Agreement

Under Sections 1600 through 1616 of the California Fish and Game Code, CDFG regulates activities that will alter the flow, bed, channel, or bank of a river, stream, or lake. Written notification must be provided to CDFG before beginning any activity that would alter these types of state waters. After review of the notification, CDFG may issue a Lake or Streambed Alteration Agreement. AECOM recommends that the City pursue a Streambed Alteration Agreement (Type E – Routine Maintenance) from CDFG. The scope of maintenance activities to be covered in the Streambed Alteration Agreement will be addressed at the pre-application meeting with CDFG. After the pre-application meeting, AECOM will prepare a Streambed Alteration Agreement Notification package for review and submittal to CDFG by the City. AECOM will then facilitate final authorization of the Streambed Alteration Agreement through coordination with CDFG.

- The Notification package will include the following components:
- CDFG 1602 standard application and applicable attachments
- Cover letter printed on City letterhead
- Project description
- CEQA document and receipt of CEQA filing fee
- Wetland Mitigation Plan

##### Deliverables:

- Draft and Final Streambed Alteration Agreement application
- Cover letter to be printed on City letterhead

#### 4.3.5 Fish and Game Code 2080.1 Consistency Determination

The proposed maintenance activities could affect species listed under CESA. Because the City does not yet have an approved Subarea Plan and Implementing Agreement that includes "take authorization" under CESA for state-listed species, authorization from CDFG would be required. For species listed under both the federal ESA and CESA (i.e., dually listed species), Fish and Game Code Section 2080.1 allows an applicant who has obtained a federal incidental take statement pursuant to an ESA Section 7 consultation to notify the CDFG Director in writing that the



applicant has been issued an incidental take statement and submit a copy of the federal document to the CDFG Director. The Director will determine whether the incidental take statement is "consistent" with CESA, and, if so, issue a written "consistency determination." If the Director determines that the incidental take statement is consistent with CESA, the applicant does not need to obtain separate take authorization from CDFG under Fish and Game Code Section 2081(b) and (c).

AECOM proposes that the City pursue a consistency determination from CDFG for unavoidable impacts to species listed under both ESA and CESA. In doing so, AECOM will prepare the notification for the City to send to CDFG, together with the incidental take statement issued by USFWS. The statutory time for CDFG to issue a written "consistency determination" is 30 days. AECOM will work with CDFG to facilitate its review and authorization process.

The Notification package will include the following components:

- Notification letter for the City to send to CDFG to request a consistency determination
- Federal incidental take statement issued under the federal ESA (to be provided by USFWS)

#### Deliverables:

- Draft and final Notification letter
- Cover letter to be printed on City letterhead

#### 4.3.6 Section 106 Consultation

The City and the Corps could choose to conduct Section 106 consultation in the traditional way by conducting record searches and surveys to identify archaeological sites in the project areas, evaluating sites that are found, and following up with data recovery or avoidance for sites that are found to be significant, but AECOM does not recommend that approach. Based on AECOM's Phase 1 RGP work, AECOM recommends that the City and the Corps use an alternative Section 106 compliance process under 36 Code of Federal Regulations (CFR) 800.14b that includes a PA with SHPO, interested parties, and other signatories that may be identified during the process. AECOM considers preparation of a PA to be the best practice in this case because it allows the City more flexibility to change project footprints or possibly even add projects if situations change in the coming years. The PA will establish a protocol for the treatment or avoidance of historic resources that facilitates management of the resources. AECOM believes that this will be the most cost-effective solution and that this document should be renewable if the City chooses to obtain additional permits when the existing ones expire.

To obtain a signed PA for a project, AECOM will proactively initiate SHPO consultation quickly so that project delays are avoided. Although it is the responsibility of the Corps to conduct the consultation, AECOM will provide support to the City and the Corps during the preparation of the PA. Our project team is experienced with the NHPA Section 106 consultation process involving the lead federal agency/agencies; the Advisory Council on Historic Preservation (ACHP); and participating federal, state,

and local agencies (including SHPO, Indian tribes, and other interested parties). The major components of this effort are (1) consultation with ACHP and SHPO, (2) consultation with interested parties, and (3) preparation of the PA. We bring a thorough understanding of the PA preparation and implementation process. We know that the Corps has language that it has successfully employed in previous PAs, and we will assist in melding this language with language from ACHP (should it choose to participate), SHPO, and the City, along with input from the other consulting parties. What we were trying to say is that we will take an existing PA that the Corps is happy with and use it as a template. We will then consult with all Section 106 consulting parties to add/remove/change language and tailor the PA to this specific set of undertakings.

#### Deliverables:

- Draft and final letters to initiate consultation with Programmatic Agreement participants
- One PowerPoint presentation (up to 20 slides)
- Draft and Final Programmatic Agreement

#### 4.4 Wetland Mitigation Plan

AECOM habitat restoration ecologists will prepare a wetland-riparian mitigation plan for a City-approved site to provide compensatory mitigation for anticipated impacts to regulated waters (vegetated wetlands and unvegetated waters) and species habitat from the proposed maintenance activities. The wetland-riparian mitigation plan is a required component of the state and federal permit packages. The overall mitigation strategy is to accomplish successful negotiations with the resource agencies and obtain maximum flexibility in the types, ratios (e.g., low ratios for disturbed and/or isolated habitat), and locations of wetland and riparian mitigation, and to solidify concurrence on acceptable mitigation so that maintenance/operation activities are not delayed. AECOM will serve as an advocate for the City to negotiate wetland mitigation conditions that are reasonable to minimize cost in the short and long term.

Although the total area of impact to jurisdictional waters (vegetated and unvegetated) among all City maintenance sites to be covered under the RGP is being refined, a total maximum impact area of 4 acres is assumed for the sake of this proposal. Therefore, impacts to approximately 4 acres or less of jurisdictional waters are expected to require off-site mitigation. AECOM will coordinate with the City to identify a preferred wetland-riparian site (or sites) for the project. AECOM has successful experience identifying preferred mitigation sites by comparing factors such as site-specific ecological conditions and opportunities for mitigation, property ownership status, presence of utilities and easements, cost to complete mitigation, certainty of success, and level of support from the resource agencies (to expedite permitting). AECOM will coordinate with the City to select the most cost-effective option to complete mitigation—either through "permittee-responsible" mitigation (where the City would be responsible for implementation, maintenance/monitoring, and success standards for a site) or through "third-party responsible" mitigation (City would pay to transfer the



responsibility of the mitigation to a third party via an in-lieu fee program, mitigation bank, or private party), depending on availability of these potential options.

Based on Phase 1 data, AECOM knows that existing habitat within the identified maintenance areas is of a relatively low-to-moderate quality and that some hydrology and habitat functions will remain after most maintenance activities. Therefore, the resulting mitigation ratios in the mitigation plan would be low to moderate (e.g., 1:1 to 2:1+). More importantly, we know that certain channel maintenance activities will remove nonnative/exotic species, which will provide an environmental benefit to the riparian/wetland ecosystems—an aspect we will use to negotiate mitigation ratios to the benefit of the City. Based on Phase 1 data, it is anticipated that approximately 2.5 acres of Tier I (native habitat within earthen channels) would be impacted, which would require off-site mitigation. Depending on negotiations with the agencies, some impacts to Tier II (nonnative habitat and unvegetated areas within earthen channels) may also require mitigation. Assuming permanent impacts are mitigated off-site at an approximate 2:1 ratio, approximately 5 to 8 acres of wetland-riparian mitigation (in the form of wetland-riparian creation, restoration, or enhancement) may be needed.

Although several factors can increase the cost-effectiveness of the mitigation effort, we recommend the following:

1. Select one mitigation option or site. Typically, this is more economical and there is a greater ecological benefit to use one mitigation site as compared to multiple smaller sites.
2. Conduct restoration and/or enhancement to cost effectively accomplish mitigation goals. Based on resource agency guidance, "restoration" (restoring a substantially degraded wetland) is preferred over "creation" (converting upland to wetland) because there is a higher likelihood of success and "restoration" accomplishes "no net loss" mitigation for wetlands equal to "creation" credit. Conducting "restoration" typically requires little or no grading as compared to conducting excavation grading for "creation" mitigation, which is typically more expensive. "Enhancement" (exotic plant removal) can often be used to accomplish a portion of mitigation for a project.
3. Use a site that does not require land acquisition, has good access, and is already precluded from future development (so that additional protections and easements do not need to be processed). This will also reduce cost to the City.

Prior to preparing the draft mitigation plan, AECOM will coordinate with the City to identify wetland-riparian mitigation options and provide information to assist the City in selecting the preferred mitigation option that will be presented to the resource agencies and included with the permit applications. AECOM has extensive successful experience (i.e., Hale Avenue Resource Recovery Facility [HARRF] Access Road, HARRF Equalization Tanks, Citracado Parkway, and Escondido Sewer Outfall) identifying and reviewing wetland mitigation options within the City, and preparing wetland mitigation plans approved by the

City and agencies. Assessment of potential mitigation sites and preparation of the wetland mitigation plan are reviewed below.

#### 4.4.1 Assess Potential Mitigation Sites

Based on the initial screening of potential mitigation sites and preliminary decisions reached during the pre-application meeting, AECOM will coordinate with the City to perform reconnaissance assessments of potential mitigation sites. This task includes up to 2 field days to assess potential mitigation sites. As part of the assessment work, AECOM will take field notes and photographs, and estimate the type (i.e., habitat type and whether the mitigation would be creation, restoration, or enhancement) and acreage of mitigation that could be accomplished. As part of this effort, AECOM will prepare a succinct matrix comparing the sites (e.g., mitigation acreage opportunities, property ownership and land use status, approximate implementation cost, type of responsibility) to assist the City in selecting a preferred mitigation site or option. Per resource agency precedence, it is anticipated that at least 1:1 of the mitigation would include wetland-riparian creation or restoration, and the difference would be accomplished through a combination of restoration or enhancement.

It is worth noting that AECOM prepared a Wetland Mitigation Plan for the Escondido Sewer Outfall project (June 2010), which was approved by the agencies. This plan identified 1.71 acres of supplemental mitigation area in Kit Carson Park that could be applied in the future to another City project (contingent on agency approval). This supplemental mitigation could potentially be included as part of the mitigation for the City's RGP, Phase II project. Based on previous site evaluations within the City and coordination with the City, additional mitigation areas could be located within Kit Carson Park, Escondido Creek, and Daley Ranch, among other options.

#### 4.4.2 Prepare Wetland Mitigation and Monitoring Plan

Once the preferred mitigation site(s) or option(s) are identified by the project team and approved by the City, AECOM will prepare the Wetland Mitigation and Monitoring Plan. The plan will follow the Corps Los Angeles District's recommended plan outline to expedite review and approval from the Corps, RWQCB, and CDFG. The plan will include sufficient detail to satisfy City and resource agency requirements to help complete the permitting phase. The plan will include information on existing conditions of the mitigation site, proposed site preparation, nonnative plant removal, native planting and seeding (plant palettes and seed mixes), maintenance and monitoring, success standards, and steps needed for completion of mitigation. It will also include graphics and representative photographs. From AECOM's experience, an important factor in a plan is the development of reasonable and appropriate success standards that are tailored to a site so that the mitigation is not held to achieve unreasonable standards that could delay final mitigation sign-off. From our recent experience and agency input, it is anticipated that the agencies will require a functional assessment of the mitigation site and a reference site as part of development of success standards for the

mitigation plan. AECOM is a regional expert in conducting the California Rapid Assessment Method (CRAM) (with certified CRAM trainers on staff). Based on our experience and reputation with the agencies, we can conduct the CRAM functional assessment in an efficient manner and obtain agency approval (for inclusion in the mitigation plan) in an expedited manner.

AECOM will submit a draft Wetland Mitigation and Monitoring Plan for the City's review. Based on review comments, AECOM will revise and finalize the plan for submittal to the resource agencies. With permission of the City, AECOM can review the plan approach with the agencies before submittal to expedite its approval once submitted.

*Note: This scope does not include preparation of detailed hydrologic studies (e.g., groundwater sampling or surface flow modeling) or protocol-level surveys at the chosen mitigation site(s). In addition, this scope does not include preparation of mitigation landscape construction plans (i.e., bid documents) with large-scale grading, planting, or irrigation sheets. Mitigation construction plans are not necessary to complete project permitting requirements.*

#### 4.5 NEPA Compliance

Before issuing the RGP, the Corps must prepare its own NEPA document to record its own findings on the effects of the RGP on federal waters. Refer to Section 4.3.1.3, above, for our scope and associated deliverables pertaining to our review of the draft EA prepared by the Corps.

#### 4.6 CEQA Compliance

Compliance with CEQA is required for an agency to make a discretionary action (CEQA Guidelines 21080 [a]). The City will be the lead agency under CEQA. Both RWQCB and CDFG will serve as responsible agencies under CEQA. RWQCB and CDFG require that an approved CEQA document be provided prior to issuance of their discretionary permits. As indicated in the City's RFP, AECOM will prepare an IS/MND to satisfy CEQA environmental clearance in accordance with CEQA Guidelines and procedures, and will rely on the City's IS Checklist for significance criteria. The IS/MND will include all required sections, including a description of proposed activities, evaluations of each environmental resource or issue area included in the City's IS Checklist and CEQA Guidelines Appendix G, and mandatory findings of significance.

#### Deliverables:

- One hardcopy draft and final MND, including electronic versions on compact disc (CD)

#### 4.7 Deliverables

AECOM is known for its high-quality and professional documents, maps, and presentation materials that convey complex regulatory information in a reader-friendly fashion. In accordance with our ISO 9001 certified QA/QC program, all of our draft submittals will undergo internal quality review before being provided to the City for review. Prior to resource agency submittal, all permitting materials prepared by AECOM will be reviewed for City satisfaction and standards compliance.

AECOM's GIS specialists understand complex environmental information and will provide excellent-quality documents, such as accurate permitting deliverables for resource agencies. We already have the GIS data necessary to quickly and accurately prepare permitting deliverables. All digital submittals will be prepared in accordance with City standards on CD.

#### 4.8 Extended Services

This task carries no specific scope of work but includes key services that may be requested throughout the project. Accordingly, we have structured our organization chart specifically to target these technical services. AECOM knows the value of having key in-house technical capabilities available to cope with spontaneous and unpredictable situations, and can provide these services without the use of subconsultants. Responsiveness, technical knowledge, and permitting experience will be key to ensuring that the City has representation through any aspect of the RGP process. We will be ready to assist the City under any circumstance.

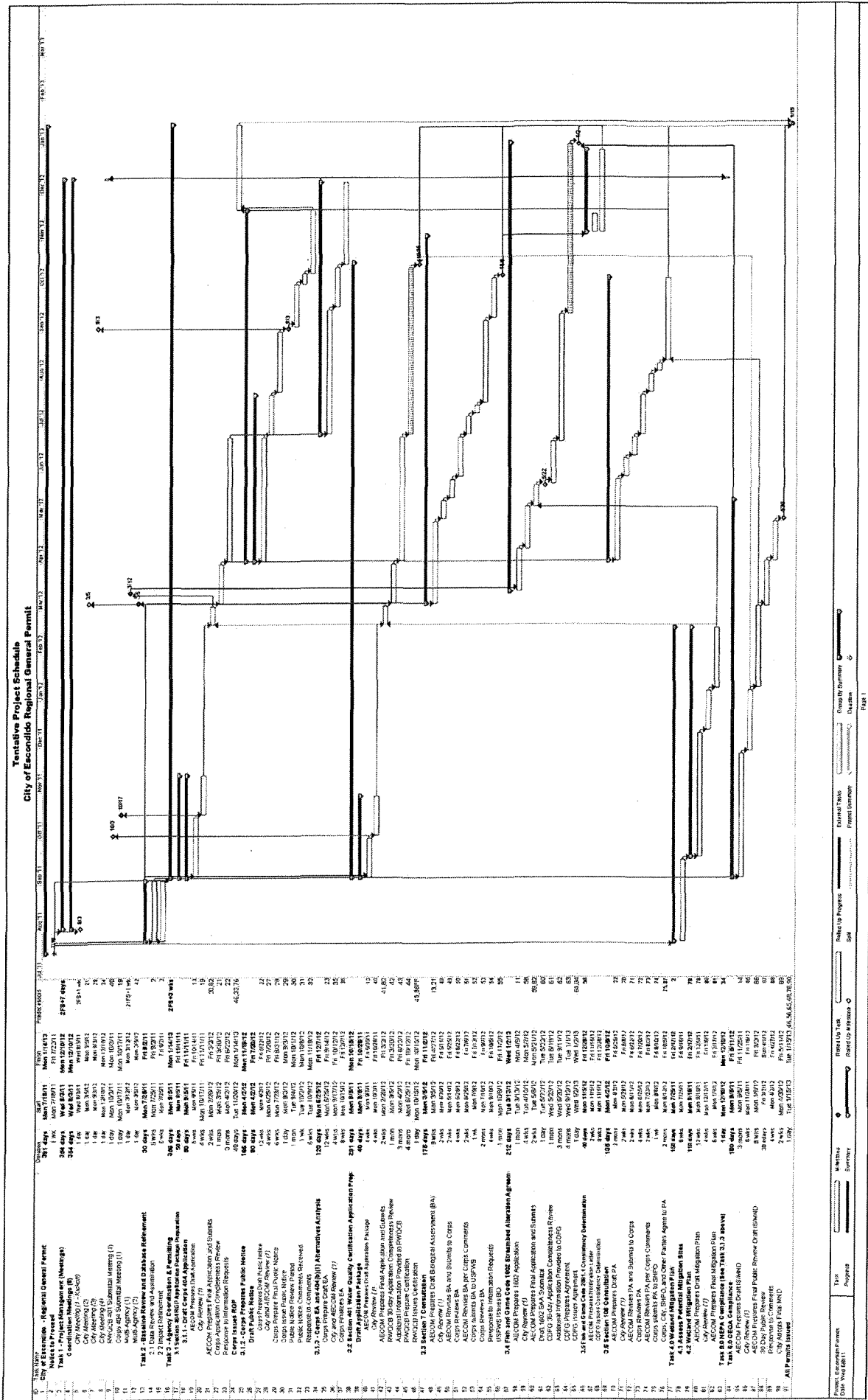
#### 4.9 Options

We structured our cost estimate to give the City the best value possible. However, there are additional services that AECOM can provide, if needed during the permitting process. These include:

1. **Development of the draft EA and Public Notice for the Corps.** Resource agencies often have a high workload and are sometimes slow to respond to permit processing. In our experience, we have witnessed a number of project delays due to resource agency response time—particularly for developing environmental documents. If necessary, AECOM can provide a draft EA and Public Notice to the Corps to expedite its finalization. This has worked well for previous programmatic permit applications we developed, and it can also provide a time-saving benefit to the City for its RGP. The estimated cost for developing a draft EA and draft Public Notice is provided in our cost section.
2. **Enhancement of the current project database to automate the ongoing reporting requirements that will be a condition of the RGP.** After permits are acquired, reporting requirements will be significant and will be required throughout the life of the permit. The City will need a strategy for tracking, managing, and reporting permit-related data. Enhancement of the database will include automating the agency notification process, tracking real O&M impacts over time, and generating annual reports for compliance with the permit. Automating this process will be extremely important to City staff to comply with permit requirements and will save the City a significant amount of time and money in the long-term. The estimated cost for enhancing the Phase 1 database is provided in our cost section.
3. **Letter of Permission (LOP) permitting approach.** If there are even a few sites that are too large to be considered under an RGP that would require Individual Permit (IP) attention, an LOP may be a viable programmatic permitting alternative.

Through our Corps relationships, we know that the LOP approach is preferred over an RGP + IP option. Although an RGP is the best solution, the City will need to get all of its impacts below the RGP threshold. Although *not presented as a priced* option at this time, an LOP may be a viable alternative depending on impact evaluation outcome. The impact to the proposed cost of our proposal is not expected to be appreciably different from the RGP approach.

Please see our schedule on the following page.





**Estimated Costs for Regional General Permitting,  
City of Escondido 2011**



CITY OF ESCONDIDO REGIONAL GENERAL PERMITTING APPLICATION																			Total Hours per Task	Total \$ per Task
Principal in Charge	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Project Manager	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Environmental Analyst II	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Permitting Specialist/Analyst	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Environmental Planner III	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Technical Planner	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
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Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
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Biological Technician	2	28	0	0	92	0	32	18	0	0	0	0	18	16	0	0	0	220	5	25,730
Biological Technician																				

TASK 6 - CEQA COMPLIANCE																	
6.0 CEQA Compliance																	
Screencheck Draft I/M/ND	2	12	8			30	120	24	48	8	24			2	2	8	364
Public Review Draft I/S/M/ND: Notice of Intent (NOI)		6	4	18	48	18	48	32	32	2	8	2	14	8	8	6	\$ 29,603
Response to Comments, Final I/S/M/ND		6	4	10	30	4	12	4	12	4	8	6	6	6	12	6	\$ 11,371
																	\$ 10,700

\* Per the RFP, a 10% set aside is included for Extended Services.

<b>TOTAL WITHOUT CONTINGENCY</b>	<b>\$245,445</b>
<b>CONTINGENCY FOR EXTENDED SERVICES (10%)*:</b>	<b>\$24,545</b>
<b>GRAND TOTAL:</b>	<b>\$269,990</b>

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