

*Item #5*

## CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

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

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

Agenda Item No.: 5  
Date: November 9, 2011

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

**FROM:** Craig Whittemore, Interim Director, Utilities  
Dennis Sperino, Deputy Director, Wastewater

**SUBJECT:** Adopt AECOM Consulting Agreement for Mitigation Planning for RGP 87 – Sewer Outfall

**RECOMMENDATION:**

It is requested that Council: 1) adopt Resolution No. 2011-137 authorizing an agreement with AECOM for the preparation of the final mitigation plan document, the mitigation construction drawings and related work required by Regional General Permit (RGP) 87 for the Sewer Outfall Operations & Maintenance project. 2) approve a budget adjustment in the amount of \$150,000.

**FISCAL ANALYSIS:**

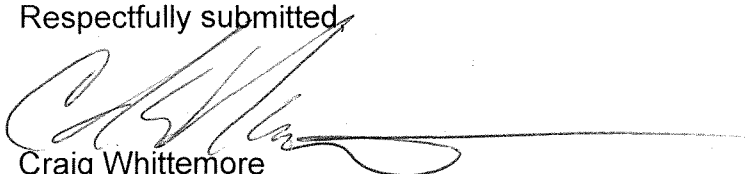
Sufficient funds are located in CIP 800079 Outfall Maintenance for this agreement.

**PREVIOUS ACTION:** None

**BACKGROUND:**

This request is a component of a larger project to conduct operation and maintenance activities along the 14.2 mile sewer outfall that runs between the HARRF at the eastern edge of Escondido to the San Elijo Lagoon in Encinitas. Approval has been received from, or is under review by, the jurisdictional agencies that would allow the City to conduct operation and maintenance work. The agencies involved include the US Army Corps of Engineers, California Fish and Game, US Fish and Wildlife and the San Diego Regional Water Quality Control Board, among others. The proposed work would take place along the outfall and the existing access roads. Some of that work will impact habitats. Mitigation of those impacts is required by the agencies, with the mitigation plan document and mitigation construction drawings required to detail how the mitigation process will be implemented.

Respectfully submitted

  
Craig Whittemore  
Interim Director, Utilities



CITY OF ESCONDIDO  
BUDGET ADJUSTMENT REQUEST

Date of Request: October 19, 2011  
Department: Utilities  
Division: Wastewater  
Project/Budget Manager: Craig Whittemore 4038  
Name Extension  
Council Date (if applicable): November 9, 2011  
(attach copy of staff report)

**For Finance Use Only**

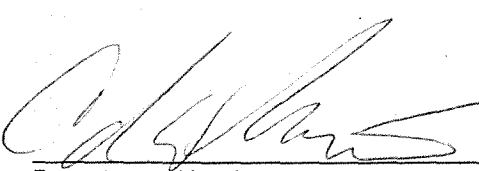
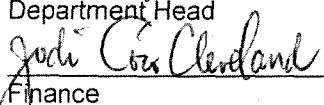
Log # \_\_\_\_\_  
Fiscal Year \_\_\_\_\_  
\_\_\_\_ Budget Balances  
\_\_\_\_ General Fund Accts  
\_\_\_\_ Revenue  
\_\_\_\_ Interfund Transfers  
\_\_\_\_ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
EN Outfall Mitigation Project	557-NEW	150,000	
Outfall Maintenance	557-800079		150,000

**Explanation of Request:**

To fund the consultant's preparation of the final mitigation plan document, the mitigation construction drawings and related work required by Regional General Permit (RGP) 87 for the Sewer Outfall Operations & Maintenance project.

**APPROVALS**

 10/19/2011  
Department Head Date City Manager Date  
 10/24/11  
Finance Date City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2011-137

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 FOR MITIGATION PLANNING FOR  
REGIONAL GENERAL PERMIT 87 – SEWER  
OUTFALL

WHEREAS, permits for the required maintenance and operations work along the sewer outfall, which affects sensitive habitat areas, require that the impacts to habitat be mitigated; and

WHEREAS, AECOM has the personnel and expertise to prepare the necessary mitigation planning elements; and

WHEREAS, City of Escondido staff have completed negotiations with AECOM for those services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$150,000.

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 are authorized to execute, on behalf of the City, an Agreement with AECOM for the Project. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: C. Dennis Sperino  
760-839-4290  
("CITY")

And: AECOM Technical Services, Inc.  
1420 Kettner Boulevard, #500  
San Diego, CA 92101  
Attn: Teri Fenner, Principal  
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 Supplemental Information for the Final Kit Carson Park Mitigation Plan and prepare Mitigation Construction Plan; 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 the sum of \$133,868.00. 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 B," 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

AECOM Technical Services, Inc.

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

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

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

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.

## ATTACHMENT "A"



AECOM  
1420 Kettner Boulevard  
Suite 500  
San Diego, CA 92101  
www.aecom.com

619.233.1454 tel  
619.233.0952 fax

Resolution No. 2011-137  
EXHIBIT A  
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October 4, 2011

Dennis Sperino  
City of Escondido  
201 North Broadway  
Escondido, California 92025

**Subject: City of Escondido Sewer Outfall Project Regional General Permit No. 87 –  
Proposal to Prepare Supplemental Information for the Final Mitigation Plan  
and Prepare Mitigation Construction Plan**

Mr. Sperino:

In response to a request from the City of Escondido (City), AECOM is pleased to submit this proposal to conduct California Rapid Assessment Method (CRAM) surveys, prepare supplemental information for the project's Final Mitigation Plan, and prepare construction documents for the Kit Carson Park Mitigation Project. The proposed 2.8-acre wetland/riparian mitigation site is located in Kit Carson Park (Assessor Parcel No. 27103012) in the southern portion of the City, east of Interstate 15 (I-15) and west of Bear Valley Parkway. Provided below is a review of project background information, a proposed scope of work, assumptions, and a cost estimate.

### PROJECT BACKGROUND

The City obtained a draft Regional General Permit (RGP) No. 87 (File No. SPL-2004-00507-LLC) from U.S. Army Corps of Engineers (Corps) in December 2010, which, when final, will authorize the City to perform ongoing operation and maintenance (O&M) activities (i.e., protection, repair, and maintenance) to the 14.2-mile-long City sewer outfall alignment. Per the RGP, the Permittee (City) shall mitigate for permanent impacts to 0.36 acre of waters of the U.S. through re-establishment/enhancement of 1.09 acres of waters of the U.S. at the Kit Carson Park mitigation site, as described in the conceptual, approved mitigation plan: *Wetland/Riparian Mitigation and Monitoring Plan for the City of Escondido Sewer Outfall Project Operation and Maintenance Activities Project* (dated July 2009, prepared by EDAW [now AECOM]) and as modified by the Corps in an email dated July 28, 2010, and December 9, 2010.

Per the draft RGP, within 60 days of the permit execution date, the City shall submit to the Corps, San Diego Regional Water Quality Control Board (SDRWQCB), and U.S. Fish and Wildlife Service (USFWS) a Final Mitigation Plan, which will include various additional items (Items a. through f. on page 5 of the draft RGP). The City requested an extension of this condition within the final permit to allow 180 days from the permit execution date to prepare final plans. Once approved by the agencies, the Final Mitigation Plan will supercede the existing conceptual mitigation plan.

This proposal includes preparation of the additional items requested by the Corps. In addition, this proposal includes preparation of mitigation construction documents, including grading, planting/seeding plans, and irrigation plans. This proposal also includes tasks for biological surveys based on the likelihood for the federally listed least Bell's vireo (*Vireo belli*

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*pusillus*) and coastal California gnatcatcher (*Polioptila californica californica*) to occur within or adjacent to the project site, per compliance with Biological Opinion (BO) FWS-SDG-08B0511-08F0564, written for activities associated with RGP No. 87. This BO includes requirements associated with work to occur pre-construction, during construction, and post-construction; however this scope focuses primarily on pre-construction and during construction tasks.

### **SCOPE OF WORK**

The scope of work has seven tasks: Task 1 – Conduct California Rapid Assessment Method (CRAM) for Reference Site; Task 2 – Prepare Revised Mitigation Plan; Task 3 – Conduct Site Survey; Task 4 – Prepare Mitigation Construction Documents; Task 5 – Construction Phase Storm Water Management; and Task 6 – Biological Surveys.

#### **Task 1 – Conduct California Rapid Assessment Method (CRAM) for Reference Site**

The Corps required as a permit condition CRAM surveys for the reference location and for the baseline CRAM assessment to be included in the Final Mitigation Plan. These CRAM scores will be used to project success standards for the mitigation site. AECOM will determine the appropriate CRAM module based on the site conditions and the planned restoration approach for the mitigation site (Collins et al. 2008a).<sup>1</sup> The CRAM data collected at the reference location will be analyzed and the results will be presented in the Final Mitigation Plan. In addition to reporting current reference site scores, AECOM will project the maximum CRAM scores expected following implementation of the restoration program (Table 1). These projected maximum scores will then be used to set realistic achievable performance criteria against which the project will be evaluated in Years 1, 3, and 5, post implementation.

AECOM restoration ecologists experienced in conducting functional assessments, including CRAM, will identify a reference site within the adjacent riparian system in Kit Carson Park. CRAM measures ambient conditions of a wetland and requires collecting Level 2 data (coarse scale). Level 3 data are not necessary to complete a CRAM assessment and are not proposed for use on this project.

<sup>1</sup> Collins, J.N., E.D. Stein, M. Sutula, R. Clark, A.E. Fetscher, L. Grenier, C. Grosso, and A. Wiskind. 2008a. California Rapid Assessment Method (CRAM) for Wetlands, Users Manual, v. 5.0.2. 157 pp.

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 City of Escondido  
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**Table 1. CRAM Attributes and Metrics**

Attributes		Metrics and Submetrics
Buffer and Landscape Context		Landscape Connectivity
		Buffer:
		– Percent of Assessment Area with Buffer
		– Average Buffer Width
Hydrology		– Buffer Condition
		Water Source
		Hydroperiod or Channel Stability
		Hydrologic Connectivity
Structure	Physical	Structural Patch Richness
	Biotic	Topographic Complexity
		Plant Community:
		– Number of Plant Layers Present
		– Number of Codominant Species
		– Percent Invasion
		Horizontal Interspersion and Zonation
		Vertical Biotic Structure

Source: Collins et al. 2008b

Based on our understanding of the site, we expect to use either the CRAM Riverine or Depressional module to assess the conditions of the reference site. Certified CRAM practitioners, including a CRAM instructor, will identify one CRAM Assessment Area (AA), record its location using a global positioning system (GPS) unit, and conduct the site assessment.

**Assumptions for Task 1**

- No more than one reference site will be identified in the project vicinity. The reference site will include a primary low-flow channel that may typify the desired conditions of the future restoration area. Within the reference site, a 200-meter CRAM Assessment Area will be located and GPS information recorded.
- Two certified CRAM practitioners will conduct the CRAM field analysis. A maximum of 1 field day (two-person team) will be required to identify the reference site and conduct the CRAM assessment.
- A maximum of one CRAM AA will be evaluated.
- The limits of the CRAM AA will be mapped in the field on aerials and in geographic information system (GIS) software.
- Data will be recorded on datasheets and included as an appendix to the mitigation plan.
- Representative photos will be taken within the AA, and overview photos will be collected.

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City of Escondido  
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## **Task 2 – Revised Mitigation Plan**

Task 2 includes incorporation of CRAM, a long-term management plan, site plan, and cross sections, and 2- to 5-year flood information into the Final Mitigation Plan, as required by the Corps. AECOM anticipates one review of the Final Mitigation Plan by City staff. Once revised, the plan will be provided to the Corps for review. One review by the Corps is included in this scope of work.

### **Task 2.1 – Incorporation of CRAM Results**

After completion of our field survey, AECOM restoration ecologists will incorporate the CRAM results into a revised Final Mitigation Plan that includes a summary of the functions and values of the site, CRAM survey methods carried out, current reference site condition results, and CRAM scores, as well as the maximum CRAM scores expected following the successful restoration. The updated mitigation plan will include the following detail for each site:

- A detailed description of the CRAM methodology;
- California Rapid Assessment Method (CRAM) scores for the reference site;
- A discussion of the maximum scores expected with restoration implemented;
- Success criteria for CRAM scores at Year 1, 3, and 5 (Table 5 of the Conceptual Plan);
- Justification for each CRAM score and success standard, included as narrative in the letter report; and
- Photo documentation.

### **Task 2.2 – Prepare a Long-Term Management Plan**

AECOM will prepare a succinct Long-Term Management Plan for the Kit Carson Park Mitigation Site. The Long-Term Management Plan will address maintenance and monitoring of the site after the 5-year success criteria are met. The Long-Term Management Plan will be developed in coordination with City Utilities and Parks Departments to focus on existing maintenance conducted at Kit Carson Park as much as possible. The Long-Term Management Plan will become an appendix to the Final Mitigation Plan. It is anticipated that the plan will be a maximum of 10 pages.

### **Task 2.3 – Prepare Updated Site Plan and Cross-Sections**

AECOM will prepare an updated site plan and cross-sections for incorporation into the Final Mitigation Plan. The Site Plan will be prepared using the results of the site survey prepared as described in Task 3 below and will be incorporated as an 11- by 17-inch figure in the Final Mitigation Plan. In addition, conceptual cross-sections will be prepared to depict the

Mr. Dennis Sperino  
City of Escondido  
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proposed grade and slope for the mitigation site. Up to three cross-sections will be prepared.

#### **Task 2.4 – Prepare 2- to 5-Year Flood Information**

Per the project's permit requirements, AECOM will prepare a revised site plan that locates the proposed low-flow channels and depicts the anticipated 2- to 5-year flood zones. Flood zones will be plotted based on existing information and through the professional opinion of AECOM staff. No new hydrologic modeling or other technical studies are proposed at this time, but can be provided if the Corps requires that level of analysis.

#### **Task 3 – Site Survey**

Aguirre and Associates, as a subcontractor to AECOM, will perform the following surveying tasks for the project.

##### **Task 3.1 – Conduct Topographic Survey**

Aguirre and Associates will complete topographic survey for the mitigation site and its immediate surroundings. Survey will be completed through ground survey methods, thus providing the highest possible level of accuracy. Total survey area is 5.5 acres and will provide enough topographic context to inform proposed grading plans for the mitigation site that recreate original topography as closely as possible. Topographic survey will also record the location of any utilities, fences, or similar site features readily visible within the survey limit.

##### **Task 3.2 – Prepare Legal Descriptions and Plat**

Aguirre and Associates will prepare a legal description and plat of the mitigation site boundary for use in the deed restriction for the project site. AECOM staff will field stake the corners of the mitigation site based on GIS coordinates to support field survey work. Per the City's request, City survey crews will perform the field survey work to locate the corners of the sites. Aguirre and Associates will set survey control that will support their own work on the topographic survey and the City's work on the property boundary survey. Survey control will reference NAD83 and the City's datum. Aguirre will provide the City with site control data.

##### **Task 3.3 – OPTIONAL: Site Boundary Survey**

If desired, Aguirre and Associates will perform the field survey of the mitigation site boundary instead of City crews performing the survey as outlined in Task 3.2. Aguirre will survey each corner of the mitigation site and tie the survey to the boundary of Kit Carson Park.

#### **Assumptions for Task 3**

Mr. Dennis Sperino  
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- Tree locations will not be surveyed.
- The proposed wetland/riparian mitigation site boundaries will be smoothed to limit the courses of the legal description to a reasonable number.
- Aguirre and Associates will set control at the start of the project that will support the work of City surveying crews for the boundary survey and the work of Aguirre and Associates for the topographic survey.
- The City's survey will be conducted by licensed surveyors, who will be solely responsible for the accuracy and quality of work completed by the City.
- The City will provide to Aguirre and Associates an Autocad file containing the boundary of the Kit Carson Park property, with mitigation site corners defined in relation to the overall park property boundary.
- The plats prepared by Aguirre and Associates will clearly state that the survey work done in support of the plat was performed by the City and provided to Aguirre.

***Deliverables***

- Digital Terrain Model of survey results.
- Digital CADD file with contours, spot elevations, and site control.
- Legal description and property plot.

**Task 4 – Preparation of Mitigation Construction Documents**

AECOM will prepare a construction plan package consisting of drawings, specifications, and cost estimate for the proposed mitigation site. The construction plan package will be submitted to the City and permitting agencies at 90% complete for review. One round of revisions will be made to respond to coordinated City and agency comments to produce a final 100% plan package with a response to comment matrix, which will be submitted to the City. All plans will be prepared by AECOM's licensed landscape architect experienced in restoration plan preparation. Final (100%) plans will be signed and considered ready for bid.

***Construction Drawings***

AECOM will prepare construction drawings for the proposed mitigation area based on the updated Conceptual Mitigation Plan and permit requirements. The construction drawing package will be prepared on 22- by 34-inch sheets at a scale of 1 inch=20 feet, which will accommodate the entire work area on one sheet for each topic. The plans are anticipated to total 10 sheets: title sheet, one sheet of general notes, one grading plan sheet, one erosion-control sheet, one erosion-control notes and details sheet, one planting sheet, one planting notes and details sheet, one irrigation sheet, and up to two irrigation notes and details sheets.

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- **GRADING AND EROSION-CONTROL PLANS** – The draft grading plan sheets will show spot elevations, existing and proposed contours, and the limit of grading. Grading plans will also contain direction for clearing and grubbing of the site and show proposed restoration areas and existing areas to be protected in-place. Grading plans will be prepared to 1/10-foot precision. The erosion-control plan sheets will include erosion and sediment control best management practices (BMPs) consistent with the SWPPP prepared under Task 5.
- **PLANTING PLANS** – Draft planting plan sheets will show the proposed planting and seeding, planting legend, and plant quantities, describing the size, type, and location of plant material (container plants and seed).
- **IRRIGATION PLANS** – Draft irrigation plans will show the necessary components for a temporary automatic irrigation system. Plans will show point of connection (P.O.C.) information and the location, type, and size of mainlines, valves, lateral lines, heads, and all necessary supporting equipment.
- **DETAILS** – Draft plans will include details and notes required to adequately illustrate the intended design to contractors. City of Escondido standard details will be used to the extent possible, followed by regional standard details if needed. AECOM's custom details for restoration projects will be used where City or regional details do not apply.

### ***Specifications***

AECOM will prepare technical specifications for clearing and grubbing, grading, erosion-control, planting, and irrigation to accompany the construction drawings. Specifications will build on the City's preferred standard specifications and format. AECOM's specifications will be provided in "ADD/DELETE" markup language, unless directed otherwise by the City. All permit requirements from environmental permits acquired for the project will be compiled within the specifications.

### ***Opinion of Probable Cost***

AECOM will develop an Opinion of Probable Cost for the work addressed by the drawings and technical specifications. Costs for items not anticipated to be included in the project as of the date of this proposal are not included in the proposed cost for this task.

### ***QA/QC***

AECOM will conduct a quality assessment/quality control (QA/QC) review on both the 90% and 100% submittal. QA/QC will include a third-party technical review by a second licensed landscape architect, as well as technical editing of all written work products.

### ***Assumptions for Task 4***

- No geotechnical or soils reports will be necessary.



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- The project area will fit on one sheet per topic area and will not need to be tiled across multiple sheets.
- No more than two submittals (90% and 100%) will be required.
- The City will compile all comments received from internal reviewers and from other reviewing agencies on the 90% plan set into one coordinated comment matrix. AECOM will attend one meeting with the City to discuss comments and strategize solutions.
- Comments on the 90% package will not result in design changes that cause re-design.
- The City will provide a title block for plan sheets at the time of project kickoff.
- Utility surveys, investigations, relocation design, or coordination, if required, will be provided by others and are not included in this scope of work.
- Construction administration is not included in this scope of work.
- AECOM will be provided with the City's current bid history to support preparation of the Opinion of Probable Cost. If not provided, AECOM will use professional judgment to determine unit costs, which will be based on the best historical data available at the time of the estimate.
- The City will provide any easement, right-of-way, and plotted record utilities that may exist at the site at the start of the project's design phase.

### ***Deliverables***

AECOM will provide the City with the following:

- Draft (90%) drawings, specifications, and opinion of probable cost. One printed full-size copy (22- by 34-inch) and one digital copy in PDF format delivered via FTP or CD. Drawings will be plotted on bond paper. Specifications and cost estimates will be printed on letter-sized paper.
- Final (100%) drawings, specifications, and opinion of probable cost. One printed full-size copy (22- by 34-inch) and one digital copy in PDF format delivered via FTP or CD. Drawings will be plotted on mylar and signed. Specifications and cost estimates will be printed on letter-sized paper.

### **Task 5 – Construction Phase Storm Water Management**

Because the construction work proposed at Kit Carson Park involves disturbance of more than 1 acre of land, compliance with the State Water Resource Control Board's (SWRCB) Order 2009-0009-DWQ (NPDES [National Pollution Discharge Elimination System] General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities [Construction General Permit]) will be required. Compliance includes filing a Notice

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of Intent (NOI) for permit coverage; preparing, submitting, and implementing a Storm Water Pollution Prevention Plan (SWPPP); and paying an application fee based on project size. This is provided to the SWRCB electronically from the Legally Responsible Person (i.e., the City). Any project enrolled under Order 2009-0009-DWQ for more than one continuous 3-month period must submit information and annually certify that the site is in compliance with Construction General Permit requirements.

As part of the SWPPP, a risk-level assessment must be conducted, which then determines the need for a construction storm water effluent monitoring and reporting program, Rain Event Action Plans, numeric action levels for pH and turbidity, and possibly numeric effluent limits. The SWPPP must identify erosion, sediment, and pertinent chemical control BMPs that are to be implemented to reduce construction effects on receiving water quality. The SWPPP must also include descriptions of the BMPs to reduce pollutants in storm water discharges after all construction phases have been completed at the site (Post-Construction BMPs).

Additionally, the SWPPP must contain a visual monitoring program, a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs, and a sediment monitoring plan if the site discharges directly to a water body listed on the 303(d) list for sediment.

To comply with the Construction General Permit, the following tasks are proposed for the Kit Carson Park Mitigation Site Project.

#### **Task 5.1 – Discovery and Assessment**

AECOM will review existing project information such as the environmental documentation; permit applications; and construction, grading, and drainage plans, and assess construction-phase storm water management requirements based on pertinent regulations, site conditions, and proposed construction. These regulations and guidelines include the Construction General Permit (Order No. 2009-0009-DWQ) and applicable City codes and ordinances.

#### **Task 5.2 – Permit Registration Documents (PRDs)**

From City-supplied information, AECOM will prepare the NOI, determine a project-specific risk assessment, develop a site map and vicinity map, and prepare the project SWPPP. These Permit Registration Documents (PRDs) are required to be uploaded to the SWRCB's Storm Water Multi-Application Reporting and Tracking System (SMARTS), which will be done by AECOM staff. AECOM will identify the required NOI fee for the City. The City's Legally Responsible Person (LRP) will be responsible for paying the fee directly to the SWRCB and for certifying the PRDs uploaded by AECOM.

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### **Task 5.3 – Risk Determination**

Based on the City's scheduling and work phasing, AECOM will calculate the proposed project site's sediment risk and receiving water risk during periods of soil exposure (i.e., grading and site stabilization). Risk will be determined in accordance with the methodology in Appendix 1 of the Construction General Permit. This information will need to be included in the project SWPPP and submitted to the SWRCB and Regional Water Quality Control Board (RWQCB) for review.

### **Task 5.4 – SWPPP**

As part of SWPPP development (and to be included as an attachment to the SWPPP), a Rain Event Action Plan (REAP) template, erosion-control plans, specifications, and cost estimates will be developed. Erosion-control plans will be developed in conjunction with base designs prepared under Task 4 (i.e., grading plans, planting plans) that will address the construction phase(s) of the project. The SWPPP will identify the sources of sediment and other pollutants that affect storm water quality and describe the BMPs recommended to reduce or eliminate sediment and other pollutants in storm water and non-storm-water discharges. The SWPPP will also include BMPs that address source control, BMPs that address pollutant control, and BMPs that address treatment control.

AECOM will provide the City Utilities Department with the SWPPP for electronic review and comment. One hardcopy and one CD of the draft SWPPP will be provided to the City. The draft SWPPP will be reviewed via phone conference with City staff. Following this review meeting, the City will provide consolidated comments on the SWPPP and its components in electronic underline/strike-out tracked changes (Microsoft Word format). The final SWPPP will be prepared based on these comments; two hardcopies and two CDs will be provided as the final deliverable.

Modeling and quantitative analysis are not proposed, but impact assessment will consider previous modeling efforts and results, if available.

### **Assumptions for Task 5**

- One set of erosion-control plans will be developed based on the construction phase(s) specified in City information.
- The City will provide a title block for plan sheets at the time of project kickoff.
- Plan sheets will be on 22- by 34-inch formatted sheets at 1 inch=20 foot scale.
- Specifications will be based on City boiler plate specifications and will be provided on letter-sized pages.
- The Opinion of Probable Cost will only cover items shown in the Erosion-Control Plans and SWPPP, and will include a contingency.
- The Opinion of Probable Cost will be rolled into the overall project cost estimate.

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- AECOM will be provided with the City's current bid history. If not provided, AECOM will use professional judgment to determine unit costs, which will be based on the best historical data available at the time of the estimate.
- AECOM's 90% complete project plans will be used for assessing adequacy of construction/post-construction BMPs and SWPPP development.
- A designated and appropriate City employee will be the Legally Responsible Person who will certify documents uploaded to SMARTS.
- The project site will fall under Risk Level 2 only. If risk-level determination calculations result in multiple risk levels or a higher risk level, or if the SWRCB/RWQCB chooses to break the project into separate risk levels for implementation, further analysis may be required for an additional fee.
- Construction storm water BMPs to be prescribed will be derived from the California Stormwater Quality Association's (CASQA) Construction BMP Handbook (e.g., sediment basins, temporary mulching, seeding, or other stabilization measures; proper material and equipment storage; spill prevention and cleanup plan; storm drain inlet protection; and/or barriers to minimize runoff that could enter drains or surface water).
- The SWPPP will integrate the erosion-control plans. No separate deliverable is proposed.
- Hydromodification management and modeling are not proposed.
- No site visits or meetings at City facilities are included in this proposal.
- One round of consolidated comments on the SWPPP will be addressed. One hard copy and one CD will be provided with the draft submittal and two hard copies and two CDs will be provided with the final submittal.
- AECOM will not be responsible for any bonds.
- AECOM will not implement the SWPPP or provide any of its related monitoring or reporting requirements, but can provide this compliance support at an additional fee.
- AECOM will upload materials to the SWRCB SMARTS website; the City will be responsible for certifying the uploaded documents, submitting permit fees, and providing other support information to obtain a Waste Discharge Identification (WDID) number.
- The City will be responsible for notifying the SWRCB of the Notice of Termination (NOT) when the project is completed and compliant with NOT requirements.

#### **Task 6 – Optional Biological Surveys**

Least Bell's vireo are known to occur within and adjacent to the proposed mitigation site; coastal California gnatcatchers are known to occur immediately adjacent to the proposed mitigation site. To avoid impacts to these species, the project must comply with conditions of

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the BO. Specific compliance measures are dependent on the timing of construction activities scheduled during the non-breeding (September 1 to February 14) or breeding seasons (February 15 to August 31) for these two species. Thus, the following tasks are provided as Options A (Non-breeding Season Surveys) or B (Breeding Season Surveys) dependant on the timing of construction. For cost efficiency, it is recommended that construction is scheduled to occur during the non-breeding season (Option A); however, breeding season surveys (Option B) are provided if this is not feasible. Note that items a) and c) of each option are identical and required regardless of construction timing; they are repeated in each option for costing efficiency in separating out each option.

#### **Task 6.1 – Non-breeding Season Surveys (Option A)**

Per requirements of the BO, a Service-approved biologist will be on-site during initial clearing and grubbing of habitat and to assist the contractor with compliance with BO measures. This biologist will be familiar with local flora and fauna associated with the project site, and experienced with gnatcatcher and vireo biology and ecology. The City shall submit the biologist's name, address, telephone number, and work schedule on the project to the Agencies at least 15 days prior to construction. Specifically, the biologist will perform the following:

- a) Train all contractors and personnel on the sensitive biological resources associated with the project, including the coastal California gnatcatcher and least Bell's vireo. A maximum of 20 brochures summarizing the compliance training program will be provided.
- b) Be present on-site during construction work necessary outside of the gnatcatcher breeding season (September 1 to February 14) where work will occur within or adjacent to (within 500 feet of) suitable habitat for this species. The biologist will walk ahead of any ground disturbing equipment, including clearing/grubbing, to flush birds towards areas of habitat to be avoided. The biologist will verify that gnatcatchers are not injured or killed by vegetation clearing/grubbing or any other ground-disturbing activities. The biologist will also record the number and locations of any gnatcatchers observed.

After completion of surveys, a memo summarizing results of the monitoring will be provided, including a summary of survey conditions, species detected, quantities and map locations of gnatcatchers and/or other sensitive species, and statement of compliance with impact avoidance.

- c) Halt work, if necessary, and confer with the Agencies to ensure the proper implementation of species and habitat protection measures.

#### **Assumptions for Task 6.1**

- It is assumed that grading work as discussed in item b) will take two days; thus a biological monitor is assumed for two days of monitoring. If clearing and grubbing

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work extends beyond two days, additional budget will be necessary to support additional monitoring.

#### **Task 6.2 – Breeding Season Surveys (Option B)**

Per requirements of the BO, a Service-approved biologist will be on-site during initial clearing and grubbing of habitat and assist the contractor with compliance with BO measures. This biologist will be familiar with local flora and fauna associated with the project site, and experienced with gnatcatcher and vireo biology and ecology. The City shall submit the biologist's name, address, telephone number, and work schedule on the project to the Agencies at least 15 days prior to construction. Specifically, the biologist will perform the following:

- a) Train all contractors and personnel on the sensitive biological resources associated with the project, including the coastal California gnatcatcher and least Bell's vireo. A maximum of 20 brochures summarizing the compliance training program will be provided.
- b) Perform a minimum of three focused surveys on separate days for vireo and gnatcatcher, nest building activities, egg incubation, or brood rearing activities in suitable habitat within the project site and 500 feet of the project site during the bird breeding season. Surveys will begin a maximum of seven days prior to initiating work and one survey will be conducted the day immediately prior to the initiation of work. Additional focused surveys will be done once a week during construction activities in the breeding season. These additional surveys may be suspended as approved by the Agencies. The City will notify the Agencies at least seven days prior to the initiation of surveys, and within 24 hours of locating any listed species.

If a nest is found in or within 500 feet of construction activities, work will be postponed within 500 feet of the nest and the Corps and City will contact the USFWS to reinstate consultation. Work may not resume in these areas until completion of reinstated consultation.

After completion of surveys, a memo summarizing results of the surveys and monitoring will be provided, including a summary of survey conditions, species detected, quantities and map locations of gnatcatchers, vireos, and/or other sensitive species, and statement of compliance with impact avoidance.

- c) Halt work, if necessary, and confer with the Agencies to ensure the proper implementation of species and habitat protection measures.

#### **Assumptions for Task 6.2**

- It is assumed that construction work as discussed in item b) will take three weeks; thus a biological monitor is assumed for a total of six days, including the three focused surveys and three days of weekly monitoring.

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- If vireo or gnatcatcher nests are detected and consultation with the USFWS is reinitiated, this task includes one meeting with the agencies as needed. A separate scope and cost will be provided if it is determined a supplemental BA or other documentation, and other meetings are required.

## SCHEDULE

Schedule: If contract authorization is provided by September 1, 2011, AECOM will complete the scope of work, with the exception of Task 6, by February, 2012. AECOM will provide a MS Project schedule upon the start of the project and will manage the schedule through the life of the project.

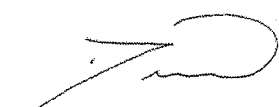
## COST


The proposed time-and-materials (T&M) cost to conduct the non-optional scope of work tasks is \$ 122,190. The cost includes all labor, expenses, and materials to conduct the work and provide electronic and hard copies of materials to the City. Work will be invoiced monthly. An estimated breakdown of the cost by task is provided below:

Task 1 – Conduct CRAM for Reference Site	\$ 9,500
Task 2 – Final Mitigation Plan	\$ 21,850
Task 3 – Site Survey	\$ 12,015
Task 4 – Preparation of Mitigation Construction Documents	\$ 47,440
Task 5 – Construction Phase Storm Water Management	\$ 31,500
<b>Base Total</b>	<b>\$122,190</b>
Task 3.3 (Option A) – Non-breeding Season Surveys	\$3,300
Task 6 (Option A) – Non-breeding Season Surveys	\$3,300
Task 6 (Option B) – Breeding Season Surveys	\$10,440
<b>Maximum Total with Optional Tasks</b>	<b>\$133,868</b>

If you have any questions, please contact me at 619-233-1454 or dick.rol@aecom.com.

Sincerely,

  
Dick Rol  
Project Manager/Sr. Landscape Architect

  
Teri Fenner  
Principal

cc: Michelle Fehrensens, AECOM