

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Karen Kinser, Deputy Director of Public Works

VIA: Randy Breault, Director of Public Works/City Engineer via Clayton Holstine, City Manager

SUBJECT: Guadalupe Channel Erosion Control Project Engineering Design Services

DATE: June 7, 2018

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

To maintain and improve infrastructure. (#3)

To develop plans and pursue opportunities to protect natural resources. (#8)

Purpose:

To approve a Professional Services Agreement for the Guadalupe Channel Erosion Control Project with consultant Wood Rodgers, Inc. for the scope of services included in the proposal dated April 30, 2018. The recommendation provided below also incorporates any minor changes that may be requested by the consultant and approved by the City Attorney.

Recommendation:

Approve the Professional Services Agreement with Wood Rodgers, Inc. in the amount of \$253,495 for Engineering Design Services for the Guadalupe Channel Erosion Control Project as described in Attachment A.

Background:

The 2006 second amendment to the development agreement for the Northeast Ridge with Brookfield Homes required repair of the scour that occurred at curves/alignment changes in the Guadalupe Channel east of Bayshore Blvd before its outfall into the lagoon. In 2004, Brookfield Homes originally began working with RBF Consultants, who developed

drawings to 70% design. With the sale of the development contract to Toll Brothers, the administration of the consultant contract was transferred to city staff. RBF was unable to enter into a consultant contract under the terms offered at the time.

Since then, the principal engineer responsible for the 70% design moved to the Wood Rodgers firm, and the attached scope of work and fee was requested and provided. The design will pick up at the 70% plan preparation level previously achieved.

Discussion:

California Government Code §4526 requires the selection of professional engineering services to be made "... on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required".

The City has worked with Wood Rodgers' engineer Harvey Oslick dating back to 2004 with respect to the design, environmental studies, and permitting required for this project, and based on a satisfactory experience with work performed by Oslick and his unique, in-depth knowledge of this particular project, staff developed a Scope of Work and then negotiated content and final price with Wood Rodgers as presented in Attachment A. Additionally, the sub-consultant team providing environmental studies is the same as it was in 2004.

Fiscal Impact:

The cost for the design of the Guadalupe Channel Erosion Control Project is \$253,495. Cash for the work resides in Fund 400-9018. (Note that approximately \$150,000 of this fee is related to required environmental analysis, studies, and permitting.)

Measure of Success

Completion of bid-ready plans and specifications for the Guadalupe Channel Erosion Control Project.

Attachments:

- A. Proposal for Engineering Design Services for the Guadalupe Channel Erosion Control Project
- B. Professional Services Agreement between the City of Brisbane and Wood Rodgers, Inc.



Deputy Director of Public Works



Director of Public Works/City Engineer



City Manager



WOOD RODGERS

April 30, 2018

Ms. Karen Kinser, P.E.
Deputy Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Subject: Guadalupe Channel Erosion Control Project

Dear Karen,

This proposal updates the proposal provided by Wood Rodgers, Inc. (Wood Rodgers) in October 2015. The expected level of effort is unchanged since 2015. Planning for sediment removal from the storm drainage systems and channel access through the Bayshore Boulevard culvert is not expected to significantly impact our work. However, we have updated the fee estimate to reflect current charge rates.

Wood Rodgers has the expertise necessary to prepare plans, specifications and estimates (PS&Es) for the Guadalupe Channel Erosion Control Project and has assembled a highly qualified team to provide environmental processing and permitting support for the project. Mr. Harvey Oslick, P.E., now at Wood Rodgers, was responsible for the Guadalupe Channel Studies prepared by RBF Consulting (RBF) with Mr. Patrick Boursier of H.T. Harvey & Associates (H.T. Harvey) in 2004. Harvey Oslick will serve as the Project Manager and primary point of contact for this project. Wood Rodgers has teamed with H.T. Harvey to provide planting plans, support permitting, and Circlepoint to complete the California Environmental Quality Act (CEQA) documentation for the project. Patrick Boursier has since retired, and Dr. Kelly Hardwicke will be the primary point of contact at H.T. Harvey.

Mr. Scott Steinwert will lead the Circlepoint team with Ms. Jennifer Gallerani Marquez as day-to-day project manager. It is anticipated that the key environmental issue for this project will be related to the sensitive biological resources associated with the channel habitat.

The overall intent of the proposed Scope of Services, attached as **Exhibit A**, is to provide PS&Es for erosion control measures along the Guadalupe Channel between the Bayshore Boulevard culvert and the Machinery Road Bridge. The fee estimate for the proposed Scope of Services is included as **Exhibit B** (attached).

The primary differences between this proposal and the proposal provided by RBF in 2007 are as follows:


1. This proposal includes a detailed topographic survey of the project reach. The benefits of the proposed survey include determining the following: 1) whether or not any changes to the stream cross sections have occurred since 2004; 2) identification of the precise locations of trees that require special attention during construction; and 3) development of a digital design surface that will allow for more precise design and quantity take-offs that will reduce the potential for issues that could generate change orders during construction. The effort required to collect and process the survey data is partially offset by reduced drafting effort.
2. Permitting has become more difficult since the previous scoping. Associated with this is greater complexity in identifying and planning mitigation. These elements have significantly increased the expected cost of project planning since 2004. For example, agencies' concerns over a new species such as the green sturgeon and smelt necessitate involvement from the National Marine Fisheries Service which had not previously been considered.

As originally anticipated, the Scope of Services is based on preparation of an Initial Study leading to approval of a Mitigation Negative Declaration (IS/MND).

The subconsultant proposals from H.T. Harvey and Circlepoint are attached and included in the Scope of Services by reference. These documents provide additional scope details and charge rates that are not shown in Exhibits A and B. We propose to perform the work on a time and material basis, not to exceed the fee listed in Exhibit B without prior authorization. Work not completed in 2018 would be subject to rate increases according to updated charge rates.

Please contact Harvey Oslick at (916) 326-5296 or at hoslick@woodrogers.com if you have any questions regarding this proposal.

Sincerely,


Jonathan Kors, P.E.
Vice President


Harvey Oslick, P.E.
Associate

Attachments

EXHIBIT "A" – SCOPE OF SERVICES

Wood Rodgers, Inc. (Wood Rodgers) agrees to perform the following Scope of Services:

TASK A. PREPARE PLANS, SPECIFICATIONS AND ESTIMATE

Task A.1: Project Kick-Off, Site Investigation and Coordination with the City of Brisbane (City)

The Wood Rodgers Project Team of Wood Rodgers, H.T. Harvey & Associates (H.T. Harvey) and Circlepoint (Project Team) will review information related to the project provided by the City. The Project Team will review any comments that the City provides on the 70% Submittal that had been prepared by RBF Consulting in 2004.

The Project Team will visit the site and meet with the City to review City comments and any potential issues associated with the preparation of a new 70% Submittal for public bid. This meeting will also be used to discuss the anticipated environmental review process, permitting, the project schedule, and other potential issues identified by the City and Project Team.

Wood Rodgers will request that the City provide a list of utility providers that should be contacted regarding this project. Wood Rodgers will send letters to the utilities to inform them of the project and request information for all underground utilities near the project site.

Wood Rodgers will provide ongoing project management throughout the course of the project. This effort will include development and maintenance of a project schedule and monthly status updates that summarize work completed during the previous month, work in progress, and any issues that have been identified. It is anticipated that the critical path on the project schedule will be controlled by permitting and it is understood that the time required to obtain permits is controlled by agency review and response times.

Task A.2: Topographic Survey

A topographic survey will be performed and mapped at a scale of 1"=20' with a 1' contour interval on the subject property. The subject property is located between Bayshore Boulevard and Machinery Road (below Tunnel Avenue) in Brisbane, California. The project area will be surveyed with appropriate detail to capture the channel and overbank topography for 1' contour interval mapping. The northeastern edge of pavement of Bayshore Boulevard and the western extent of the roadway under the Tunnel Avenue Bridge adjacent to the project area will be shown for reference as well as any other improvements within the project area.

All trees with tree tag numbers will be located and numbers noted per the biologist/arborist. This scope assumes the trees will be tagged prior to the field survey.

The survey will be tied to State Plane Zone 3 horizontal coordinates as well as the NAVD 88 vertical datum.

Task A.3: 70% PS&E Submittal

See attached H.T. Harvey proposal Task 7 for additional details about the revegetation planning.

Task A.3.1: 70% Plans

The Project Team will prepare a 70% plan set that will include the site layout, channel sections and details, location of site preparation activities, locations of plants by species, a plant list and basic notes. The plans will be prepared based on the installation of Geoweb® or other engineer-approved equal product for soil retention as generally shown on the 2004 preliminary plans. Plan sheets will be formatted using City title blocks. This Scope assumes that the plan set will consist of nine (9) sheets including a title sheet, a project layout (plan and profile) sheet, three (3) sheets with channel sections and details, a site preparation plan, a planting plan, and two (2) planting/irrigation detail sheets.

Task A.3.2: 70% Specifications

The Project Team will develop project specifications in California Department of Transportation (Caltrans) format. Special Provisions to define each bid item will be included. The specifications will include boilerplate provisions to be provided by the City.

Task A.3.3: 70% Opinion of Probable Cost

The Project Team will prepare an Opinion of Probable Cost for construction, consistent with the 70% plans and specifications.

Task A.4: 95% PS&E Submittal

Task A.4.1: 95% Plans

The Project Team will incorporate City comments on the 70% plans.

Task A.4.2: 95% Specifications

The Project Team will incorporate City comments on the 70% Specifications.

Task A.4.3: 95% Opinion of Probable Cost

The Project Team will update the Opinion of Probable Cost.

Task A.5: Bid Set PS&E Submittal

Task A.5.1: Bid Set Plans

The Project Team will incorporate City comments on the 95% Plans.

Task A.5.2: Bid Set Specifications

The Project Team will incorporate City comments on the 95% Specifications.

Task A.5.3: Final Opinion of Probable Cost

The Project Team will update the Opinion of Probable Cost.

Deliverables for Task A:

1. Notes from Kick-off Meeting.
2. Three (3) hard copy sets and Adobe Reader files of the 70% Plans and Specifications.
3. Word file of the 70% Specifications.
4. Preliminary Opinion of Probable Cost.
5. Three (3) hard copy sets and Adobe Reader files of the 95% Plans and Specifications.
6. Word file of the 95% Specifications.
7. Refined Opinion of Probable cost.
8. Twenty-five (25) hard-copy sets of the Bid Set Plans and Specifications will be delivered to the City along with Adobe Reader files with the Plans and Specifications.
9. Word file with the Bid Set Specifications.

AutoCAD files of the Bid Set Plans with a disclaimer that states that Wood Rodgers is responsible for the stamped and signed drawings, but not for the use of the electronic files.

Assumptions for Task A:

1. Access to water for irrigation connection will be available.
2. This Scope assumes that the site soil is adequate to support a native plant palette; no analysis of the site soil is included.

TASK B. ENVIRONMENTAL ANALYSIS

Task B.1: Prepare Draft Technical Studies

The following technical memorandums/reports will be prepared to support the IS/MND:

Task B.1.1: Biological Resources

H.T. Harvey will prepare the Biological Resources Report and Regulated Habitats Report for incorporation into the IS/MND. (See attached H.T. Harvey Proposal Tasks 1 and 2 for additional details.)

The final supporting documentation for the biological resources section of the IS/MND will include a Biological Resources Report and a Regulated Habitats Report. These reports will provide enough information to document the existing conditions for biological resources along the channel and assess the potential impacts of the proposed design.

Task B.1.2: Water Quality & Hydrology

Wood Rodgers will provide the water quality and hydrological technical reports for incorporation into the IS/MND. It is anticipated that these reports will include information regarding any mandatory state/local water quality protective measures applicable to project construction activities.

Task B.1.3: Hazards and Hazardous Materials

It is anticipated that the previously prepared Phase I Environmental Site Assessment (ESA) for the Tunnel Avenue Overpass (which is located immediately adjacent to the channel project) will include adequate information regarding potential soil and/or groundwater contamination likely to occur within the project area, as well as any remediation or avoidance measures that must be implemented prior to and/or during construction activities. Circlepoint will review online hazardous material databases to document that no newly recorded release sites have occurred in the immediate project area since the preparation of the Tunnel Avenue Overpass Phase I ESA.

Task B.1.4: Cultural and Paleontological Resources

Given that the project consists of bank stabilization methods with no installation of permanent structures, no substantial excavation work is anticipated. Grading and excavation work is anticipated to be limited to the artificial/previously disturbed fill associated with the existing channel improvements. Work within this type of fill material is not likely to unearth cultural or paleontological resources. Circlepoint will conduct a records search for known historic/cultural resources in the project area and summarize the findings in the IS/MND. No additional technical documentation is anticipated to be warranted.

Consultation and coordination with Native American tribal representatives will occur during the preparation of the IS/MND document, pursuant to AB 52. Circlepoint will prepare and submit a sacred lands file search request to the Native American Heritage Commission which will determine if there is a high potential for Native American cultural resources to be discovered within the project area. Tribal representatives with interest in the project area will be contacted via a letter with information about the project and a request to provide documentation of known cultural resources in the immediate region.

Task B.2: Draft Environmental Document

Circlepoint will prepare the IS/MND using the Appendix G - Environmental Checklist Form included in the California Environmental Quality Act (CEQA) Guidelines. The document will include a discussion of all environmental issues and references to supporting documents and technical studies. For environmental topic areas that are not relevant to the project, Circlepoint will discuss the absence of these resources in the project site and, therefore, no impact would occur. For, example, no analysis of impacts to agricultural or mineral resources will be provided other than to note that no such resources are present with the project area. With regard to traffic and transportation issues, the project is an off-road erosion control plan and is not anticipated to generate additional vehicular trips. Circlepoint will provide a qualitative discussion to this effect and will document any traffic detours or temporary transit routes that may be necessary during project construction. Similarly, traffic related emissions are not

anticipated to increase, and operational impacts related to air quality and greenhouse gas are not expected.

Circlepoint will prepare a Notice of Completion and will deliver 15 copies of the IS/proposed MND to the California State Clearinghouse. Circlepoint also will prepare a draft notice of intent to adopt the proposed MND for public review and distribution by the City. The IS/proposed MND will be made available for public review at local libraries and City planning offices for 30 calendar days.

Task B.3: Final Environmental Document

At the close of the public comment period, the City will transmit to Circlepoint all comment letters received on the IS/proposed MND. Circlepoint will prepare the final IS/MND including responses to public comments.

The CEQA process will be complete once the City, as lead agency for the project, adopts the MND for the project, takes action to approve the project, and then issues/distributes a Notice of Determination (NOD) for the project. The NOD sets forth a shortened statute of limitations of 30 days for challenges to the adoption of the MND. The NOD must be posted at the San Mateo County Clerk Office within five (5) days of project approval, along with all appropriate filing fees.

Deliverables for Task B:

1. Up to five (5) paper copies of the administrative draft IS/MND.
2. One (1) electronic proof check copy of the public draft IS, one (1) copy of the Notice of Completion, and fifteen (15) bound copies of the IS to be delivered to the State Clearinghouse; one (1) electronic copy of notice of intent to adopt a proposed MND.
3. One (1) electronic copy and one (1) printed copy of the MND, plus attachments, in MS Word and PDF versions.

Assumptions for Task B:

1. For review of administrative documents, the City will consolidate and resolve any conflicting comments received from various City reviewers prior to submitting the comments to Circlepoint. Circlepoint will prepare revised drafts based on consolidated comments.
2. It is impossible to predict the number and complexity of public comments that will be received on the public draft IS/MND. Our budget estimate includes an allowance for up to 16 hours of project manager time to prepare responses to comments. Should the number or complexity of comments require additional staff time to prepare responses, Circlepoint will prepare an updated cost estimate.
3. Circlepoint assumes that the technical studies identified herein will satisfy CEQA requirements. If project circumstances or agency reviewers identify the need for additional technical studies beyond those listed herein, Circlepoint will prepare an updated cost estimate. Circlepoint further assumes that the cultural records search will not indicate the need for any further

cultural resources investigation/analysis, nor any need for formal consultation with any tribal government beyond the initial request for information pursuant to AB 52.

4. For all deliverables, additional hard copies, if required, can be prepared on a time-and-materials basis.
5. Circlepoint assumes that the City will distribute the notice of intent to adopt a negative declaration in a manner consistent with requirements set forth at in CEQA Guidelines Section 15072. Circlepoint assumes that the City will prepare and submit a Notice of Determination with the appropriate filing fees to the San Mateo County Clerk following project approval.
6. Should the City request additional services for mailings, meeting coordination, and summary reports, Circlepoint will prepare an updated cost estimate for public outreach tasks.

TASK C. BIOLOGICAL ASSESSMENT

The proposed channel improvements may affect several different federally-listed wildlife species including the Salt Marsh Harvest Mouse, Ridgeway's Rail, and the Longfin Smelt. Additionally, the project occurs within critical habitat for Steelhead Salmon and Green Sturgeon. H. T. Harvey will prepare a draft Biological Assessment (BA) report as required by the U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) for the purpose of conducting a Section 7 consultation. The overall goal is to obtain Section 7 coverage on an informal basis. We assume that a single BA can be compiled for both agencies. The draft BA will be submitted to the Project Team for review. It is anticipated that the revisions to the draft BA will be relatively minor. This task also includes time to respond to comments from these two federal agencies, to visit the site with their representatives, and to coordinate during consultation.

TASK D. INCIDENTAL TAKE PERMIT APPLICATION

If it is determined that the proposed improvements have the potential to affect state-listed (non-fully protected) species, H. T. Harvey will prepare an application to the California Department of Fish and Wildlife (CDFW) for an Incidental Take Permit (ITP) pursuant to Section 2081 of the California Fish and Game Code. The purpose of the ITP will be to authorize the incidental take of species that are listed as threatened or endangered under the California Endangered Species Act. For species that are both state-listed and federally-listed, Wood Rodgers will obtain information for the 2081 Application from the project's Biological Opinion. For species such as the Longfin Smelt that are only state-listed but not federally listed, Wood Rodgers will prepare the necessary information in support of the application based on our biological resources update report, our field observations, and other available information.

H. T. Harvey will submit a draft 2081 Application to the Project Team for review and comment. This Scope assumes that edits will be minimal. After incorporation of revisions, the package will be submitted to the CDFW.

TASK E. REGULATORY PERMIT ASSISTANCE

Task E.1: Prepare USACE Section 404 Nationwide Permit Application Package

Based upon review of the project description, this task assumes that the proposed work qualifies for a US Army Corps of Engineers (USACE) Nationwide Permit Number 13, Bank Stabilization. Wood Rodgers will assemble a Nationwide Permit application package that includes Eng. Form 4345, a project description, a summary of previous environmental studies, and an assessment of impacts and discussion of suitable mitigation measures.

Wood Rodgers will submit a first-review administrative draft USACE permit package to the Project Team for review and comment. After incorporation of any changes, the package will be submitted to the USACE. Wood Rodgers will maintain regular contact with the USACE to monitor processing of the permit application. This task includes time for one site visit with a USACE representative, if necessary. Time has been included to respond to comments received on the draft application, to generate a final report, and to process this permit application. If the USACE determines that project improvements cannot be permitted under a Nationwide Permit and that an Individual Permit is needed, then a budget amendment will be necessary.

Task E.2: Prepare RWQCB 401 Certification/Waste Discharge Requirement Application Package

H. T. Harvey will prepare a water quality certification/waste discharge requirement application to submit to the RWQCB. The complete permit package includes most of the same information that is submitted to the USACE as described above, and will also include Form R2C502-E and several additional documents. The submittal will include all copies of the CEQA documents, all correspondence with USACE and RWQCB staff, an impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application to be paid by the project applicant.

H. T. Harvey will submit a first-review administrative draft RWQCB permit package to the Project Team for review and comment. After incorporation of any changes, the package will be submitted to the RWQCB. Wood Rodgers will maintain regular contact with the RWQCB to monitor processing of the permit application. This task includes time for one (1) site visit with a RWQCB representative, if necessary. Time has been included to respond to comments received on the draft application, to generate a final report, and to process the permit application.

Task E.3: Prepare CDFW 1600 Notification Application Package

H. T. Harvey will prepare permit materials in support of a 1600 Streambed Alteration Agreement for submittal to the CDFW. This includes completion of Form FG 2023, the Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB, and USFWS and/or NMFS staff, an impact assessment, and project drawings. In addition, the CDFW requires a processing fee for handling applications, to be paid by the project applicant.

H. T. Harvey will submit first-review, administrative draft CDFW permit packages to the Project Team. After incorporation of any changes, the packages will be submitted to the CDFW. Wood Rodgers will maintain regular contact with the CDFW to monitor processing of the permit application. This task includes time for one (1) site visit with a CDFW representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report.

Task E.4: Prepare BCDC Permit

This Scope also assumes that a San Francisco Bay Conservation and Development Commission (BCDC) Permit would be required for the project because the project is tidally influenced. H. T. Harvey will prepare an application for a BCDC Permit (Administrative or Major). This task will require that the limits of BCDC jurisdiction be identified and mapped using information compiled from Task 2. A Figure shall be prepared as part of the application that will show specific elements such as the bay, the shoreline and a line 100 feet inland from the shoreline which delineates the limit of BCDC jurisdiction. The BCDC requires a processing fee for handling the application, to be paid by the project applicant. Time has been included to meet with BCDC, coordinate with the Project Team during permit compilation and correspond with BCDC during processing.

TASK F. HABITAT MITIGATION AND MONITORING PLAN

For potential impacts to riparian/wetland habitats onsite, a draft Habitat Mitigation and Monitoring Plan (MMP) will be prepared per agency guidelines. A habitat mitigation site for this project is assumed to be located onsite. Our ecologists will conduct a brief reconnaissance of nearby areas that may be suitable; however, more extensive site searches are not covered by this Scope. It is also assumed that the base materials for the mitigation site graphics will be provided by others.

The MMP will be prepared by a qualified restoration ecologist and will provide the following:

- A brief summary of the proposed project.
- A summary of habitat impacts and proposed mitigation ratios including:
 - A brief description of functions and values of regulated habitats, wildlife and botanic resources in the impact area(s);
 - quantification of regulated habitat impacts (e.g., surface area, stem count, etc.);
 - a map showing the habitat impact locations; and
 - a basis for proposed mitigation ratios.
- A description of the primary goal(s) of the mitigation.
- The location of mitigation site(s) and a description of existing site conditions (both physical and biotic), including photo-documentation.
- Mitigation design including:
 - soil amendments and other site preparation elements, as appropriate;
 - a conceptual planting plan; and
 - conceptual irrigation and maintenance plans.
- A monitoring plan (including final and performance criteria, monitoring methods, a data analysis, reporting requirements, and a monitoring schedule).
- Remedial measures/adaptive management plan for mitigation elements that do not meet performance or final success criteria.
- An appendix with photo-documentation of the project site (pre-impact) and mitigation site(s) (pre-impact).

It is anticipated that this mitigation project will entail the creation of new riparian/wetland habitat onsite.

Deliverables for Task F:

1. Draft MMP
2. Final MMP

TASK G. CONSTRUCTION SUPPORT

Task G.1: Technical Support during Bid Process

The Project Team will provide support to the City during the project bid process on a time and material basis as requested by the City. It is expected that this will include participation in a pre-bid site walk. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Task G.2: Submittal Review

The Project Team will review Construction Contractor submittals during project construction as requested by the City on a time and material basis. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Task G.3: RFI Responses

The Project Team will respond to requests for information from the Construction Contractor during project construction as requested by the City on a time and material basis. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Overall Client Responsibilities:

The City of Brisbane will be responsible for the following:

- Providing access to the site;
- Providing any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials;
- Preparing any necessary grant deeds, the processing and recording all necessary right-of-way documents, and the acquisition of all of the right-of-way required for project construction, if any;
- Paying all governmental fees and costs; and
- Assuming all costs associated with mitigating for environmental impacts.

Wood Rodgers anticipates that the information contained in the Foundation Report, Tunnel Avenue Overhead Bridge No. 35C - 0254, prepared by Lowney Associates, will be adequate for design of the Guadalupe Channel erosion control measures. No geotechnical investigations are currently anticipated or included in this Scope of Work.

Exclusions:

Items not specifically identified in the Scope of Work are excluded from this Scope of Work, but they may be provided as additional services as part of an addendum.

EXHIBIT "B" PROPOSED COMPENSATION

Wood Rodgers will complete the work outlined above in accordance with the following fee schedule and will invoice the City monthly based on a time and material basis, not to exceed the total amount identified, without prior authorization.

Subcontractor fees, reproduction, messenger service, mileage and other direct expenses will be charged as costs plus a ten percent (10%) handling fee.

Exhibit B
WOOD RODGERS PROPOSED BUDGET
Guadalupe Channel Erosion Control Project

TASK	DESCRIPTION	DIRECT LABOR CLASSIFICATIONS										TOTAL MAN-HOURS	DIRECT LABOR	Wood Rodgers Reimbursables	H.T. Harvey	Circlepoint	OVERALL TOTAL	
		Principal Engineer II \$240.00	Associate Engineer III \$195.00	Associate GIS II \$185.00	Associate Engineer I \$140.00	Associate Surveyor II \$190.00	2 Person Survey Crew \$275.00	Project Coordinator \$120.00										
A	Prepare Plans, Specifications and Estimate	8	64	60	80	18	24	48				302	\$52,480.00	\$2,500.00	\$32,400.00		\$90,870.00	
B	Environmental Analysis		12					2				14	\$2,580.00		\$32,400.00	\$38,550.00	\$80,625.00	
C	Biological Assessment											0	\$0.00		\$9,720.00		\$10,692.00	
D	Incidental Take Permit Application											0	\$0.00		\$7,560.00		\$8,316.00	
E	Regulatory Permit Assistance		8									8	\$1,560.00		\$25,920.00		\$30,072.00	
F	Habitat Mitigation and Monitoring Plan											0	\$0.00		\$21,600.00		\$23,760.00	
G	Construction Support		16		40							56	\$8,720.00	\$400.00			\$9,160.00	
	TOTAL MAN-HOURS	8	100	60	120	18	24	50				380	\$65,340.00	\$2,900.00	\$129,600.00	\$38,550.00	\$253,495.00	
	TOTAL LABOR COST BY EMPLOYEE	\$1,920.00	\$19,500.00	\$11,100.00	\$16,800.00	\$3,420.00	\$6,600.00	\$5,000.00										

EXHIBIT B



FEE SCHEDULE
Effective January 1, 2018

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$205 - \$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190 - \$225
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180 - \$215
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165 - \$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155 - \$195
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$140 - \$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$130 - \$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$120 - \$160
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105 - \$130
CAD Technician III	\$120 - \$155
CAD Technician II	\$105 - \$140
CAD Technician I	\$90 - \$125
Project Coordinator	\$95 - \$140
Administrative Assistant	\$75 - \$120
Construction Project Manager	\$140 - \$160
Inspector III	\$110 - \$130
Inspector II	\$95 - \$115
Inspector I	\$85 - \$105
Field/Lab Technician IV	\$145 - \$165
Field/Lab Technician III	\$100 - \$110
Field/Lab Technician II	\$90 - \$100
Field/Lab Technician I	\$80 - \$90
1 Person Survey Crew	\$140 - \$190
2 Person Survey Crew	\$190 - \$275
3 Person Survey Crew	\$250 - \$360
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2019.



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

GUADALUPE CHANNEL EROSION CONTROL PROJECT
BRISBANE, CALIFORNIA

Proposal 8079
April 20, 2018

H. T. Harvey & Associates proposes to provide ecological consulting services to Wood Rodgers for the Guadalupe Channel Erosion Control Project, located in Brisbane, San Mateo County, California. A detailed scope of services and budget estimate is presented below. All costs will be billed on a time-and-charges, not-to-exceed basis.

Specific tasks associated with this scope of work are as follows:

TASK 1. BIOLOGICAL RESOURCES REPORT UPDATE

To the extent feasible, information presented in our 2004 report (*Guadalupe Channel Erosion Control Project Biological Section of an Initial Study*) will be used to provide a report update. However, 11 years has passed since the field work and prior report was generated and existing biological conditions are likely to have changed. Additionally, other factors that dictate a more thorough report update include changes in special-status species listings, increases in agency permitting application material requirements, and permit processing complexity.

Task 1A. Background Review

Prior to conducting a site visit, H. T. Harvey & Associates (HTH) ecologists will review all relevant background information concerning biological resources in the project area, including HTH's prior work on the project site; U.S. Geological Survey (USGS) topographic maps; U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory Maps; the CNDDDB; species data compiled by the California Native Plant Society, the National Audubon Society, or other public interest groups; and resource agency data (USFWS, California Department of Fish and Wildlife [CDFW], etc.).

Task 1B. Field Survey

An HTH general wildlife ecologist and a plant ecologist/wetlands biologist will conduct reconnaissance-level field surveys to determine the biotic resources of the project area and characterize the existing plant and animal communities associated with the area. The dominant biotic communities of the project area, characterized based on the dominant flora and associated wildlife, will be mapped on suitable base materials.

An assessment of whether the site supports potentially regulated (jurisdictional) habitats, such as jurisdictional wetlands and other waters of the U.S./State regulated under Sections 404/401 of the Clean Water Act or Section 1602 of the State Fish and Game Code, will be made. This task does not include a detailed delineation of regulated or sensitive habitats, although the approximate boundaries of any such



habitats will be sketched in the field. The Regulated Habitats Report described under Task 2 will document agency jurisdictional habitats.

The reconnaissance survey will be conducted to determine the site's potential to support special-status species of plants and animals. No focused, species-specific surveys are proposed at this time, although our assessment may conclude that such focused surveys need to be conducted (e.g., as mitigation measures described in the IS/MND).

Task 1C. Preparation of Biological Resources Report

The results of our background review and field surveys will be compiled into a biological resources report that will describe existing conditions, assesses the project's biological impacts, and outlines conceptual mitigation measures for potentially significant impacts as appropriate. This report will describe existing habitats, existing botanical and wildlife resources, the potential for occurrence of special-status plant and wildlife species, and the locations of potential sensitive/regulated habitats. Graphics will include a site/vicinity map, a biotic habitats map, and CNDDDB maps for plants and wildlife species.

This report will also include a summary of potential impacts to biological resources and mitigation measures to reduce potentially significant impacts to less than significant levels. Our scope does not include detailed design of specific mitigation measures (e.g., wetland restoration), should such measures be necessary; rather, our report will describe conceptually the type and amount of mitigation that may be required and identify the required components of a detailed mitigation plan (if appropriate).

The preliminary draft will be prepared and submitted to the project team for review. This task includes time to revise the preliminary draft of the report based on comments from the project team. It is assumed that the comments and revisions will not be substantial. Time has been included in this task for the HTH Senior Managers to communicate with the project team.

TASK 2. REGULATED HABITATS REPORT (WETLAND/OTHER WATERS/RIPARIAN)

Task 2A. Field Surveys. H. T. Harvey & Associates will conduct the field work necessary to prepare a full report representing a delineation of Waters of the U.S./State on the site, which would serve as the Wetland Delineation and generate the necessary data for permit applications to the various state agencies. Data on the soils, vegetation, and hydrology within potential wetlands on the site are necessary in order to complete a formal delineation. We propose to delineate the boundaries of these features according to methodologies outlined in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and other USACE guidance. To that end, a routine, on-site delineation of wetlands that occur in the project area will be conducted. In addition to wetlands, any other potentially jurisdictional features, including "other waters" of the U.S./State, will be delineated and described per USACE and Regional Water Quality Control Board (RWQCB) requirements.

As mentioned above, the extent and distribution of riparian habitats as defined by CDFW will also be mapped and described within the report and presented on accompanying figures. Because the project site is tidally influenced we will also survey in the mean high water mark and mean higher high water mark which are tidal datums used by the USACE (under Section 10 and 404) and Bay Conservation and Development Commission (BCDC) to establish the limits of their jurisdictional habitats. We assume that



the project engineers will be able to supply local tidal datums for the lagoon and include those datums on CAD drawings (based on real world coordinates, i.e. not local datum).

Regulated Habitats Report. H. T. Harvey & Associates will prepare a technical report summarizing the methods and results of the field survey of regulated habitats. This report will be prepared to report specifications developed by the USACE, RWQCB and CDFW and thus will be of sufficient detail for agency review and a jurisdictional determination (in the case of the USACE). It will include a brief description of existing conditions, description of field techniques employed in the delineation, wetland data sheets, and copies of aerial photographs and maps which show the extent of regulated habitats on the project site. This report is an important permit support document that is submitted to all applicable agencies as part of the permit application materials.

TASK 3. BIOLOGICAL ASSESSMENT

The proposed channel improvements may affect several different federally listed wildlife species including the salt marsh harvest mouse, Ridgeway's rail, and longfin smelt; additionally, the project occurs within critical habitat for steelhead and green sturgeon. H. T. Harvey & Associates will prepare a draft Biological Assessment (BA) report as required by the USFWS and/or National Marine Fisheries Service (NMFS) for the purpose of conducting a Section 7 consultation. The overall goal, is to obtain Section 7 coverage on an informal basis. We assume that a single BA can be compiled for both agencies. The draft BA will be submitted to the project team for review. It is anticipated that the revisions to the draft BA will be relatively minor. This task also includes time to respond to comments from these two federal agencies, to visit the site with their representatives and to coordinate during consultation.

TASK 4. INCIDENTAL TAKE PERMIT APPLICATION

If it is determined that the proposed improvements have the potential to affect state listed (non-fully protected) species, H. T. Harvey & Associates will prepare an application to the CDFW for an Incidental Take Permit (ITP) pursuant to Section 2081 of the California Fish and Game Code. The purpose of the ITP will be to authorize the incidental take of species that are listed as threatened or endangered under the California Endangered Species Act. For species that are both state-listed and federally listed, we will obtain information for the 2081 application from the project's Biological Opinion. For species such as the longfin smelt that are only state-listed, but not federally listed, we will prepare the necessary information in support of the application based on our biological resources update report, our field observations, and other available information.

H. T. Harvey & Associates will submit a draft 2081 application to the project team for review and comment. This scope assumes that edits will be minimal. After incorporation of revisions, the package will be submitted to the CDFW.

TASK 5. REGULATORY PERMIT ASSISTANCE

Task 5A. Prepare USACE Section 404 Nationwide Permit Application Package

Based upon review of the project description, this task assumes that the proposed work qualifies for a USACE Nationwide Permit Number 13, Bank Stabilization. We will assemble a Nationwide Permit application package that includes Eng. Form 4345, a project description, summary of previous environmental studies, and an assessment of impacts and discussion of suitable mitigation measures.



We will submit a first-review administrative draft USACE permit package to the project team for review and comment. After incorporation of any changes, the package will be submitted to the USACE. We will maintain regular contact with the USACE to monitor processing of the permit application. This task includes time for one site visit with a USACE representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report and process this permit application. If the USACE determines that project improvements cannot be permitted under a Nationwide Permit and an Individual Permit is needed, then a budget amendment will be necessary.

Task 5B. Prepare RWQCB 401 Certification/Waste Discharge Requirement Application Package

H. T. Harvey & Associates will prepare a water quality certification/waste discharge requirement application to submit to the RWQCB. The complete permit package includes much of the same information that is submitted to the USACE as described above, but will also include Form R2C502-E and several additional materials. The submittal will include all copies of the CEQA documents, all correspondence with USACE and RWQCB staff, impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application, to be paid by the project applicant.

H. T. Harvey & Associates will submit a first-review administrative draft RWQCB permit package to the project team for review and comment. After incorporation of any changes, the package will be submitted to the RWQCB. We will maintain regular contact with the RWQCB to monitor processing of the permit application. This task includes time for one site visit with a RWQCB representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report and process the permit application.

Task 5C. Prepare CDFW 1600 Notification Application Package

H. T. Harvey & Associates will prepare permit materials in support of a 1600 Streambed Alteration Agreement for submittal to the CDFW. This includes completion of Form FG 2023, Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB, and USFWS and/or NMFS staff, impact assessment, and project drawings. In addition, the CDFW requires a processing fee for handling applications, to be paid by the project applicant.

H. T. Harvey & Associates will submit first-review, administrative draft CDFW permit packages to the project team. After incorporation of any changes, the packages will be submitted to the CDFW. We will maintain regular contact with the CDFW to monitor processing of the permit application. This task includes time for one site visit with a CDFW representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report.

Task 5D. Prepare BCDC Permit

This scope also assumes that a BCDC Permit would be required for the project because the project is tidally influenced. H. T. Harvey & Associates will prepare an application for a BCDC permit (Administrative or Major). This task will require that the limits of BCDC jurisdiction be identified and mapped using information compiled from Task 2. A figure shall be prepared as part of the application that will show specific elements such as the bay, the shoreline and a line 100 feet inland from the shoreline which delineates the limit of BCDC jurisdiction. The BCDC requires a processing fee for handling the application,



to be paid by the project applicant. Time has been included to meet with BCDC, coordinate with the project team during permit compilation and correspond with BCDC during processing.

TASK 6. HABITAT MITIGATION AND MONITORING PLAN

For potential impacts to riparian/wetland habitats on site, a draft Habitat Mitigation and Monitoring Plan (MMP) will be prepared per agency guidelines. A habitat mitigation site for this project is assumed to be located onsite. Our ecologists will conduct a brief reconnaissance of nearby areas that may be suitable but more extensive site searches are not covered by this scope. It is also assumed that the base materials for the mitigation site graphics will be provided by others.

The MMP will be prepared by a qualified restoration ecologist and will provide the following:

- Brief summary of the proposed project
- Summary of habitat impacts and proposed mitigation ratios, including-
 - brief description of functions and values of regulated habitats, wildlife and botanic resources in the impact area(s)
 - quantification of regulated habitat impacts (e.g. surface area, stem count, etc.)
 - map showing the habitat impact locations
 - basis for proposed mitigation ratios
- Description of the primary goal(s) of the mitigation
- Location of mitigation site(s) and description of existing site conditions (both physical and biotic), including photo-documentation
- Mitigation design:
 - soil amendments and other site preparation elements as appropriate
 - conceptual planting plan
 - conceptual irrigation and maintenance plans
- Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule)
- Remedial measures/adaptive management plan for mitigation elements that do not meet performance or final success criteria
- Appendix with photo-documentation of project site (pre-impact) and mitigation site(s) (pre-impact)

It is anticipated that this mitigation project will entail the creation of new riparian/wetland habitat on site. It is assumed that some of the following special technical studies of the mitigation site may be required by others in support of the MMP:

- topographic survey
- site access
- right-of-way, property boundaries, etc.
- location of utilities
- access to water for irrigation connection
- existing and proposed site hydrology
- grading plan



A final MMP will be prepared after making a single set of revisions to the draft MMP that are assumed to be minor.

TASK 7. REVEGETATION PS&E ASSISTANCE

Task 7A. Site Investigation and Coordination with City of Brisbane

H. T. Harvey & Associates will evaluate the site planting conditions and coordinate with the City of Brisbane regarding the establishment of irrigation facilities and the size and layout of plant materials. This task assumes one site visit to investigate irrigation possibilities and planting conditions. This scope assumes the site soil is adequate to support a native plant palette; no analysis of the site soil is included. There are no deliverables associated with this task.

Task 7B. 70% Revegetation Plans, Special Provisions and Estimate

H.T. Harvey & Associates will develop a channel side site preparation, irrigation and planting construction documents for the areas adjacent to the channel stabilization work proposed by Wood Rodgers. Based upon the conceptual restoration plan approved by the permitting agencies the construction documents will include location of site preparation activities, layout of irrigation components and locations of plants by species, a plant list including quantities and size, and basic notes needed to complete the work. This scope assumes one site preparation plan, one irrigation plan, one planting plan and up to two planting / irrigation details sheets. Plan sheets will be formatted using City title blocks. AutoCAD base files are assumed to be provided by others. The project coversheets and other upfront plan sheets are assumed to be provided by others.

Written specifications will be done in Caltrans format. H. T. Harvey will provide the special provisions for site preparation, irrigation, planting, and plant establishment period maintenance. All other sections including the upfront boilerplate provisions are assumed to be provided by others. This scope also includes preparing an estimate of probable construction cost for the items outlined above.

One 2 hour team design meeting under this task (in person or via conference call) has been assumed. The plans, special provisions and estimate will be provided to Wood Rodgers for inclusion in their 70% submittal to the City of Brisbane. Deliverables for this task include reproducible plans in PDF format and electronic files of the special provisions and estimate.

Task 7C. 95% Revegetation Plans, Special Provisions, and Estimate

Responding to comments received on the 70% submittal H.T. Harvey & Associates will update the construction document and submit them to be included in the 95% design package being prepared by Wood Rodgers. One 2 hour team design meeting under this task (in person or via conference call) has been assumed. Deliverables for this task include reproducible plans in PDF format and electronic files of the special provisions and estimate.

Task 7D. Bid Set

Responding to comments received on the 95% submittal H.T. Harvey & Associates will update the construction document and submit them to be included in the Bid Set package being prepared by Wood



Rodgers for distribution to potential project bidders. One 2 hour team design meeting under this task (in person or via conference call) has been assumed. Deliverables for this task include one reproducible set of all 24X36 plan sheets. Electronic files of the special provisions, estimate, and all plan sheets will also be provided.

Bid support or support during construction has not been included. If assistance during these periods is required, H. T. Harvey & Associates can provide this work as additional services.

Assumptions

- Project design and boundary files will be provided as rectified or projected CAD, using a common projection such as State Plane III. HTH is able to rectify unprojected CAD files but some loss of accuracy may occur, and additional budget may be needed.

PROJECT BUDGET

The tables below present budgets for each of the tasks described above.

TASK	BUDGET
Task 1. Biological Resources Report Update	\$15,120.00
Task 2. Regulated Habitats Report	\$17,280.00
Task 3. Biological Assessment Prep and Processing	\$9,720.00
Task 4. Incidental Take Permit Application Prep and Processing	\$7,560.00
Task 5. Regulatory Permit Assistance	
5A. -Section 404 USACE Nationwide Permit Application Prep and Processing	\$7,560.00
5B. -Section 401 Water Quality Certification Application/Waste Discharge Requirement Prep and Processing	\$6,480.00
5C. -Section 1600 Streambed Alteration Agreement Application Prep and Processing	\$6,480.00
5D. -BCDC Permit Application Prep and Processing	\$5,400.00
Task 6. Habitat Mitigation and Monitoring Plan	\$21,600.00
Task 7. Revegetation PS&E Assistance	
7A. Site Investigation and Coordination	\$3,240.00
7B. 70% Revegetation Plans, Special Provisions and Estimate	\$14,040.00
7C. 95% Revegetation Plans, Special Provisions, and Estimate	\$9,720.00
7D. Bid Set	\$5,400.00
TOTAL	\$129,600.00





H. T. HARVEY & ASSOCIATES

Ecological Consultants

Professional Fees

Fees Effective January 1, 2018

Personnel Classification	Hourly Billing Rate
Principal	\$ 235 – 269
Senior Associate Ecologist	\$ 211
Associate Ecologist	\$ 196
Senior Ecologist 2	\$ 178
Senior Ecologist 1	\$ 161
Ecologist 2	\$ 139
Ecologist 1	\$ 123
Field Biologist 2	\$ 107
Field Biologist 1	\$ 89
Senior GIS Analyst	\$ 131
GIS Analyst	\$ 112
Technical Editor	\$ 107
Technical Support	\$ 85
Clerical Support	\$ 70
Deposition and Testimony	Two times standard rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate <i>(54.5¢ / mile as of January 2018)</i>
Travel (Cost plus 10%)	~ \$282/day <i>(based on federal per diem rate)</i>
Field Equipment Operation	Variable

Billing rates are subject to annual increases and will be adjusted at the beginning of each calendar year.



CEQA Documentation for the Guadalupe Channel Erosion Control Project

Project Understanding

The Guadalupe Channel is the open water channel between the culvert under Bayshore Boulevard, near Valley Drive, and Brisbane Lagoon in the City of Brisbane, CA. The Guadalupe Channel has experienced bank erosion and significant portions of the banks are nearly vertical. The City of Brisbane is seeking design, permitting, and construction services to implement erosion control measures that will prevent further deterioration of the channel banks.

Project Approach

The project requires compliance with requirements of the California Environmental Quality Act (CEQA). The City is not seeking federal funding to implement the project and therefore no federal environmental review under the National Environmental Policy Act (NEPA) is assumed to be required.

Given the scope of the project, the potential for the project to qualify under a categorical exemption was initially explored. CEQA Guidelines Section 15300 et. seq. lists a number of *categorical exemptions* that can apply if a project meets specified conditions. However, based on preliminary review of biological resource databases indicated that channel and bank may provide suitable habitat for several species protected by either federal or California law (special-status species). Because the erosion control measures would require work within habitat that has a high potential for supporting special-status species, a categorical exemption process would not be appropriate.¹ Therefore preparation of an Initial Study leading to approval of a Mitigation Negative Declaration (IS/MND) is the more appropriate and defensible CEQA process and documentation for the project. Because the project could entail review by at least one state agency (most likely the California Department of Fish and Wildlife), the IS/MND must be distributed to the California State Clearinghouse for review and therefore requires a 30-day public review/comment period (see CEQA Guidelines Section 15105).

Scott Steinwert will lead the Circlepoint team with Jennifer Gallerani Marquez as day-to-day project manager. It is anticipated that the key environmental issue for this project will be related to the sensitive biological resources associated with the channel habitat. Wood Rodgers is contracting directly with highly-qualified biologists from H.T. Harvey and Associates (HT Harvey) for the preparation of the appropriate biological reports/documentation and permitting. HT Harvey's services and permitting assistance are therefore not included in this scope of work.

We truly appreciate the opportunity to work on this project with you, and look forward to its successful completion. Should you have any questions regarding the following scope of services, please contact me at (510) 285-6733 or Scott at (510) 285-6748.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Marquez".

¹ CEQA Section 15300.2 (c) cites that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The presence of threatened and endangered species is generally considered an unusual circumstance.



Scope of Work

The following scope of work involves completing the necessary documents to support the City's CEQA process for the project. See attached *Cost Estimate* for fee details.

Task 1 Environmental Analysis

Task 1.1 Prepare draft Technical Studies

The following technical memos/reports will be prepared to support the IS/MND.

Biological Resources

Wood Rodgers will provide the biological technical reports (prepared by HT Harvey) for incorporation into the IS/MND. The final supporting documentation for the biological resources section of the IS/MND will include a Biological Resources Report and a Regulated Habitats Report. These reports will provide enough information to document the existing conditions for biological resources along the channel, and assess the potential impacts of the proposed design.

Water Quality & Hydrology

Wood Rodgers will provide the water quality and hydrological technical reports for incorporation into the IS/MND. It is anticipated that these reports will include information regarding the any mandatory state/local water quality protective measures applicable to project construction activities.

Hazards and Hazardous Materials

Wood Rodgers will provide the hazardous material technical reports for incorporation into the IS/MND. It is anticipated that the previously prepared Phase I Environmental Site Assessment (ESA) for the Tunnel Avenue Overpass, immediately adjacent to the channel project, will include adequate information regarding potential soil and/or groundwater contamination likely to occur within the project area, as well as any remediation or avoidance measures that must be implemented prior and/or during construction activities. Circlepoint will review online hazardous material databases to document that no newly recorded release sites have occurred in the immediate project area since the preparation of the Tunnel Avenue Overpass Phase I ESA.

Cultural and Paleontological Resources

Given that the project consists of bank stabilization methods with no installation of permanent structures, no substantial excavation work is anticipated. Grading and excavation work is anticipated to be limited to the artificial/previously disturbed fill associated with the existing channel improvements. Work within this type of fill material is not likely to unearth cultural or paleontological resources. Circlepoint will conduct a records search for known historic/cultural resources in the project area and summarize the findings in the IS/MND. No additional technical documentation is anticipated to be warranted.

Consultation and coordination with Native American tribal representatives would occur during the preparation of the IS/MND document, pursuant to AB 52. Circlepoint will prepare and submit a sacred lands file search request to the Native American Heritage Commission which will determine if there is a high potential for Native American cultural resources to be discovered within the project area. Tribal representatives with interest in the project area will be contacted via a letter with information about the project and requested to provide documentation of known cultural resources in the immediate region.

Task 1.2 Draft Environmental Document

Circlepoint will prepare the IS/MND using the Appendix G - Environmental Checklist Form included in the CEQA Guidelines. The document will include a discussion of all environmental issues and references to supporting documents and technical studies. For environmental topic areas that are not relevant to the project, Circlepoint will discuss the absence of these resources in the project site and therefore no impact would occur. For, example, no analysis of impacts to agricultural or mineral resources will be provided



other than to note no such resources are present with the project area. With regard to traffic and transportation issues, the project is an off-road erosion control plan and is not anticipated to generate additional vehicular trips. Circlepoint will provide a qualitative discussion to this effect and will document any traffic detours or temporary transit routes that may be necessary during project construction. Similarly, traffic related emissions are not anticipated to increase, and operational impacts related to air quality and greenhouse gas are not expected.

Circlepoint will prepare a Notice of Completion and will deliver 15 copies of the IS/proposed MND to the California State Clearinghouse. Circlepoint also will prepare a draft notice of intent to adopt the proposed MND for public review and distribution by the City. The IS/proposed MND will be made available for public review at local libraries and the City planning offices for 30 calendar days.

Task 1.3 Final Environmental Document

At the close of the public comment period, the City will transmit to Circlepoint all comment letters received on the IS/proposed MND. Circlepoint will prepare the final IS/MND including responses to public comments.

The CEQA process will be complete once the City, as lead agency for the project, adopts the MND for the project, takes action to approve the project, and then issues/distributes a Notice of Determination (NOD) for the project. The NOD sets forth a shortened statute of limitations of 30 days for challenges to the adoption of the MND. The NOD must be posted at the San Mateo County Clerk Office within 5 days of project approval, along with all appropriate filing fees.

Deliverables

- Up to five paper copies of the administrative draft IS/MND.
- One electronic proof check copy of the public draft IS; one copy of the Notice of Completion and 15 bound copies of the IS to be delivered to the State Clearinghouse; one electronic copy of notice of intent to adopt a proposed MND.
- One electronic copy and one printed copy of the MND, plus attachments, in MS Word and PDF versions.

Assumptions

- For review of administrative documents, the City will consolidate and resolve any conflicting comments received from various City reviewers prior to submitting the comments to Circlepoint. Circlepoint will prepare revised drafts based on consolidated comments.
- It is impossible to predict the number and complexity of public comments that will be received on the public draft IS/MND. Our budget estimate includes an allowance for up to 16 hours of project manager time to prepare responses to comments. Should the number or complexity of comments require additional staff time to prepare responses, Circlepoint will prepare an updated cost estimate.
- Circlepoint assumes that the technical studies identified herein will satisfy CEQA requirements. If project circumstances or agency reviewers identify the need for additional technical studies beyond those listed herein, Circlepoint will prepare an updated cost estimate. Circlepoint further assumes that the cultural records search will not indicate the need for any further cultural resources investigation/analysis, nor any need for formal consultation with any tribal government beyond the initial request for information pursuant to AB 52.
- For all *deliverables*, additional hard copies, if required, can be prepared on a time- and- materials basis.



- Circlepoint assumes that the City will distribute the notice of intent to adopt a negative declaration in a manner consistent with requirements set forth at in CEQA Guidelines Section 15072. Circlepoint assumes that the City will prepare and submit a Notice of Determination to the San Mateo County Clerk, along with appropriate filing fees, following project approval.
- Should the City request additional services for mailings, meeting coordination, and summary reports, Circlepoint will prepare an updated cost estimate for public outreach tasks.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and Wood Rodgers, Inc., a California corporation ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional engineering services for design of the ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project. All plans, specifications, estimates, and engineering data furnished by Consultant to City shall be signed by the responsible engineer, with registration number indicated where appropriate.

2. **Time of Performance.** The services of Consultant shall commence upon the issuance by City of a Notice to Proceed and shall be satisfactorily completed in a timeframe mutually agreed to by City and Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Harvey Oslick.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. The lump sum amounts set forth in Exhibit A include salary, fringe benefits, overhead, profit, and other expenses to be incurred by Consultant. In no event shall Consultant's total compensation exceed the sum of \$253,495 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted at such time as agreed upon between City and

Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. Consultant shall also make such records and documents available for inspection and audit upon request by any representatives of the State or Federal government. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Each subcontractor must agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **Ownership of Documents.** All final plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by City which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and its subcontractors harmless against any claims of liability arising from such reuse by City.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power

or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with the Federal Acquisition Regulations as set forth in CFR Title 48, Part 31 and CFR Title 49, Part 18, to the extent the same are applicable to the performance of Consultant's services under this Agreement.

13. **Errors and Omissions.** (Not Used)

14. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, including reasonable attorney's fees, to the extent caused by the negligent performance by Consultant or any of its subcontractors, agents or employees, of any services under this Agreement or the failure by Consultant or any of its subcontractors, agents or employees to comply with any of their obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents or employees.

15. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single

limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
 - (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (5) Consultant's insurance coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City by the carrier. Consultant shall immediately give written notice to City of any suspension or reduction in coverage or limits.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

16. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City	City of Brisbane Attn: Director of Public Works/City Engineer 50 Park Lane Brisbane, CA 94005
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To Consultant	Wood Rodgers, Inc. Attn: Harvey Oslick 3301 C Street, Bldg. 100-B Sacramento, CA 95816
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17. **Resolution of Disputes; Litigation Expenses and Attorneys' Fees.** In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. **Termination of Agreement.** This Agreement may be terminated immediately by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written

notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

19. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

20. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
W. Clarke Conway, Mayor

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

Michael Roush

Michael Roush, City Attorney

CONSULTANT:

Jonathan Kors, Vice President

EXHIBIT A

Attach 4/30/18 Scope, Budget and Schedule of Charges here