

**STAFF REPORT****CITY OF OCEANSIDE**

DATE: May 17, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE EL CORAZON MASTER PLAN ENVIRONMENTAL IMPACT REPORT AND APPROVAL OF A BUDGET APPROPRIATION TO FUND THE AGREEMENT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with HDR Engineering, Inc., of San Diego in the amount of \$450,805 to complete the El Corazon Master Plan Environmental Impact Report; approve a budget appropriation in the amount of \$500,000 from the General Fund Unallocated Fund Balance to the El Corazon Master Plan account to fund the agreement and provide a project contingency fund; and authorize the City Manager to execute the agreement.

BACKGROUND

In August 2005 the Council directed staff to proceed with the implementation of the El Corazon Master Plan. Since that time the master plan site engineering and general geographical compatibility studies have been completed. Concurrently with the required general studies the City developed and issued a Request For Proposals (RFP) to solicit proposals from qualified private companies to complete the El Corazon Master Plan Environmental Impact Report (EIR).

ANALYSIS

The requested bid consisted of providing a basic EIR document plus optional tasks which would allow the City to tailor the EIR development agreement to include any additional tasks identified in the final master plan site engineering and general geographical compatibility studies. Optional tasks in the proposed agreement include an in depth hydrology study, preparation on all required planning documents (RDO Specific Plan, El Corazon Zoning and General Plan Amendment) and additional meetings.

A staff panel consisting of the City's Environmental Planner, Real Property Manager, and Public Works Director reviewed each proposal. Proposals were compared on a competitive negotiation basis. Proposing firms' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the

required services were considered critical. While cost was a very important consideration, it was not the deciding factor. The staff panel used the City's standard evaluation form for proposal ratings to rank the proposals. Exhibit A lists the four proposals with their bid amounts.

The panel ranked HDR first and, while they were not the low bidder on the basic proposal, the cost to provide the required optional tasks also made them the prudent economic choice.

The agreement cost is \$450,805. The remaining \$49,195 will provide a project contingency fund.

FISCAL IMPACT

Staff is recommending approval of a budget appropriation in the amount of \$500,000 from the General Fund Unallocated Fund Balance (101.3301) to the El Corazon Master Plan account (501.874051.5241) to complete the El Corazon Master Plan Environmental Impact Report. As of May 1, 2006, the remaining balance in the General Fund Unallocated Fund Balance is \$1,611,048.

The addendum provides a summary of the El Corazon development cost to date.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

The El Corazon Oversight Committee recommended approval of the proposed agreement at their April 26, 2006 meeting.

CITY ATTORNEY ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with HDR Engineering, Inc., of San Diego in the amount of \$450,805 to complete the El Corazon Master Plan Environmental Impact Report; approve a budget appropriation in the amount of \$500,000 from the General Fund Unallocated Fund Balance to the El Corazon Master Plan account to fund the agreement and provide a project contingency fund; and authorize the City Manager to execute the agreement.

PREPARED BY:



Gary P. Gurley
Senior Property Agent

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Peter Weiss, Public Works Director

Douglas E. Eddow, Real Property Manager

Nita McKay, Finance Director







Exhibit A
Attachment 1

**THE EL CORAZON MASTER PLAN
ENVIRONMENTAL IMPACT REPORT**

BID SUMMARY

Kimley-Horn and Associates, San Diego	\$324,002.42
HDR, San Diego	\$287,627.00
Affinis, El Cajon	\$268,879.00
Recon , San Diego	\$240,215.00

El Corazon Development General Fund Cost Summary

Funds to be repaid to City from future El Corazon revenues*.

* Senior Center cost and funding is tracked separately from El Corazon development costs.

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

THIS AGREEMENT is made and entered into this second day of May, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and HDR Engineering, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** See Exhibit A, attached hereto and by this reference made part of this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **LIABILITY INSURANCE.**

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

3.2. CONSULTANT shall maintain the following minimum limits:

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

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Automobile Liability
Combined Single Limit Per Occurrence \$1,000,000

3.3. All insurance companies affording the provided coverage in Section 3.2 to the CONSULTANT shall be required to add the City of Oceanside as "insured" under the insurance policy for all work performed in accordance with this Agreement.

3.4. All insurance companies affording coverage to the CONSULTANT shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

4. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** CONSULTANT shall, throughout the duration of this Agreement, maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a certificate of insurance.

5. **CONSULTANT'S INDEMNIFICATION OF CITY.**

CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions by the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement.

CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

CONSULTANT's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

6. COMPENSATION.

6.1. CONSULTANT's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Four Hundred Fifty Thousand Eight Hundred Five Dollars and no cents. (\$450,805.00.)

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Director, Public Works. CONSULTANT shall obtain approval by the Director, Public Works prior to performing any work which results in incidental expenses to CITY.

7. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

8. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

9. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

10. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation, and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors dated January 1, 2006, the following resolution was unanimously adopted:

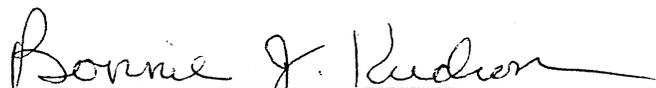
"RESOLVED, that effective immediately and until June 20, 2006, or until termination of said individual from the Corporation, or until rescision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts or releases so executed or approved shall be binding upon the Corporation:

" . . . Betty J. Dehoney – Vice President . . . "

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED May 3, 2006.

(CORPORATE SEAL)


Bonnie J. Kudron, Asst. Secretary

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this __ day of _____, 20__.

THE CITY OF OCEANSIDE

Date _____

By _____
City Manager

APPROVED AS TO FORM:

By *Antonia Hamilton*, ASSISTANT
City Attorney

CONSULTANT

Date 5-2-06

By *Betty Dakay*

Date _____

By _____

Date _____

By _____

NOTARY ACKNOWLEDGMENTS OF CONSULTANT'S SIGNATURE(S) MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

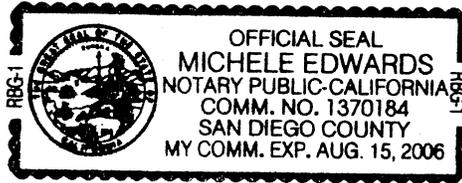
On May 2nd, 2006 before me, Michele Edwards
Notary Public

personally appeared Betty Joanne Dehoney

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

WITNESS my hand and official seal.

Michele Edwards
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside
(Title or description of attached document)

Professional Services Agreement
(Title or description of attached document continued)

Number of Pages 4 Document Date 5/2/06

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

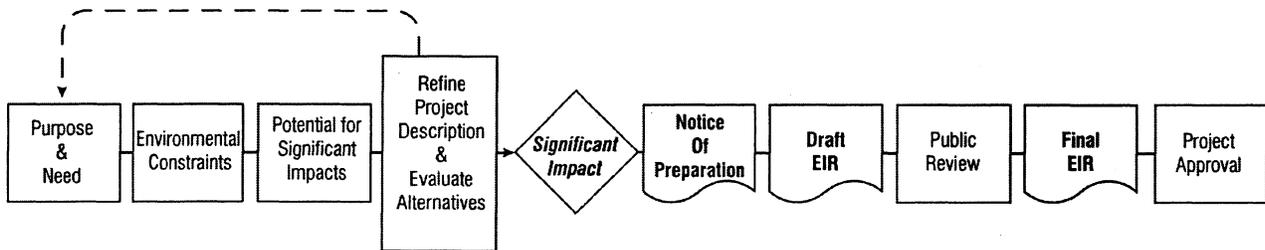
HDR will prepare a Master Environmental Impact Report (EIR) for the proposed project which shall include:

Environmental Impact Report Requirements

Initial Study/Notice of Preparation/Scoping Meeting

HDR will be responsible for Environmental Documentation, preparing a NOP and Initial Study (IS). It is the intent of HDR to prepare the IS to support a Master EIR, as previously discussed. A graphic flow chart is provided below outlining the general approach to the preparation of the environmental document that depicts the process of preparing an EIR.

ENVIRONMENTAL PROCESS



The IS will be appended to the EIR to substantiate the rationale for not discussing those issues found not potentially significant. A Screencheck Draft (20 copies) will be provided to City for review, and 5 copies of a second Screencheck Draft would be submitted to the City. Revisions will be made and 50 copies printed and transmitted to the City for distribution.

Once the NOP has been distributed, a scoping meeting will be conducted. HDR recommends that the scoping meeting be scheduled during the third week of the 30-day review period. There are no legal requirements dictating the time for the scoping

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

meeting; however, this timing allows both for the NOP to be available for review, yet provides some time after the scoping meeting for interested parties to provide written comments.

HDR will work with City personnel to schedule and conduct the public scoping meeting. HDR realizes there will likely be large public turnout at this scoping meeting. For large meetings such as these, HDR recommends having a court reporter present. This court reporter can then focus on transcribing any comments and developing a hard copy that would be able in the event that there is legal action in the future. HDR assumes that the scoping meeting will be a "presentation" style meeting. In the event the City chooses an "open forum" style meeting, and requires additional staff support, HDR will provide those services on a time and materials basis.

Review NOP Comments/Refine Scope of Environmental Document

Upon receipt of any comment letters and review of the issues identified during the scoping meeting, HDR will meet with the City to refine the scope of the EIR. This could include issues to be discussed, focus of the analysis, or alternatives. The scope of the CEQA document will be refined to address comments and concerns received.

Prepare Screencheck CEQA Document

In accordance with CEQA, the Screencheck EIR/EIS will likely consist of the following sections:

- Table of Contents
- Executive Summary
- Introduction
- Environmental Setting
- Project Description
 - Land Use and Planning
 - Biological Resources
 - Traffic
 - Air Quality
 - Noise
 - Hydrology, Drainage, and Water Quality
 - Geology and Soils
 - Aesthetics

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

- Public Health/Safety
- Alternatives to the Proposed Project
- Cumulative Impacts
- Effects Found Not Significant
- Organizations and Persons Consulted
- Mitigation Monitoring and Reporting Program

Land Use and Planning

Land use and planning will evaluate the plan-to-plan and plan-to-ground impacts. It will discuss the land use compatibility of onsite and offsite uses. A matrix will be used to evaluate the applicable policies.

Geology and Soils (Technical Report)

Soil conditions are a major constraint on the parcel. It is anticipated there are portions of the parcel are not suitable for building. The geotechnical report will review existing information and identify where the existing soil conditions would result in significant impacts.

Geology

The intention of the Geotechnical Reconnaissance Report is to assess the geologic, seismic and soil conditions on the site and to provide a report with our findings, conclusions, and recommendations for inclusion in the EIR.

The following scope of services is proposed to be performed:

- Collection and review of available background project documents including geologic maps, geotechnical reports, soil surveys, seismic and fault hazard maps, topographic maps, historical aerial photographs, and site development plans.
- Site reconnaissance by a California-Certified Engineering Geologist.
- Compilation and analysis of the data obtained.
- Preparation of a Geotechnical Reconnaissance Report with illustrations presenting our findings, conclusions, and preliminary recommendations for inclusion as the Geology and Soils section of the EIR. The geotechnical report will discuss the geologic setting, anticipated earth units, soil conditions, faulting and seismicity,

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

seismic parameters, liquefaction, potential geologic hazards, erodible soils, landslides, unstable slopes, shallow groundwater, unique geological or physical features, and conceptual mitigation measures. The report will also provide recommendations for future geotechnical evaluations, as warranted. The report will include a geologic map and geologic hazards map on a base map provided by the client. The report will be signed by a Certified Engineering Geologist and a Geotechnical Engineer.

Hydrology/Drainage/Water Quality (Technical Reports)

- **Data Collection**

Pertinent information such as Hydraulic and Hydrology requirements will be downloaded from the City of Oceanside and the County of San Diego. In addition, any storm water quality data and requirements will be researched from the City and the County, among other sources.

- **Field Investigation**

The Consultant will make one follow-up field visit to the project site to observe and report on field conditions as stipulated in the City's SUSMP requirements. Drainage patterns will be confirmed, as well as any existing adjacent storm drain infrastructure to be affected this project. Also, channel characteristics will be confirmed for the site along Mesa Way.

- **Surface Hydrologic Modeling**

Given that the site is less than 1 square mile in area, the onsite existing and proposed stormwater discharge rates will be quantified for the 2-year, 10-year, and 50-year storm event using the Rational Method or the Modified Rational Method using the San Diego County Hydrology Manual. As identified by the Constraints Map, any proposed wetlands will be modeled as detention basins in the analysis. Hydrologic modeling will be coordinated with SUSMP requirements and the City Drainage Master Plan. It is assumed that since the site is bounded by four improved streets (Ocean Blvd, El Camino Real, Mesa Dr, Rancho Del Oro Dr), it assumed that no offsite flows would be conveyed through this site; thus no offsite hydrology modeling will be performed. A hydrology map will be accompany the computations to aid in the graphic depiction of the hydrology patterns, along with key hydrology data at pertinent nodes.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

- **Hydraulic Modeling**

Detailed WSPG calculations will be provided to hydraulically model any proposed storm drain pipes, surface conveyances, and inlet/outlet structures. Topographic data will be provided by the City of Oceanside. Hydraulic results will be used to determine flow depths and velocities for design of the proposed wetland in the project. The San Diego County Drainage Design Manual will be used during design. Schematics will be incorporated to aid in the layout of the designed storm drain facilities.

- **Groundwater Hydrology**

A general narrative will be provided on the groundwater structure underlying the site, such as aquifers, and any issues associated with groundwater conditions. Some areas may require reduction of subsurface moisture levels and compaction prior to any development onsite. This task does not include any groundwater hydrology modeling or any associated calculations.

- **Floodplain Characteristics**

The background information of any issues associated with the Floodplain will be provided, and its association with Federal Emergency Management Agency (FEMA) requirements. The latest Flood Insurance Rate Maps (FIRM) will be relied on as the source of discussion. Presently, the associated FIRM identifies the majority of the site to be Zone X, areas to be determined to be outside the 500 year flood plain. The exception is the sliver along and south of Mesa Drive, which is Zone AE, base flood elevations determined for the 100 year flood. No change is expected to this sliver as the constraints map identifies this area for wetlands. As long the general flood plain pattern is maintained after construction, a CLOMR/LOMR is not expected, and hence this scope does not include these FEMA documents or any associated floodplain modeling and calculations.

- **Drainage Report**

The results from tasks above will be incorporated and summarized in a Drainage Report with the sole purpose is to address storm water conveyance. This report will include a table of contents, narrative, references, calculations, and exhibits/plates. Mitigation measures will be recommended.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

- **Storm Water Mitigation Plan (SWMP)**

According to the City's SUSMP requirements, priority projects are required to submit a Storm Water Mitigation Plan (SWMP). The format of the SWMP will be in accordance with the City's SUSMP. The purpose of this study will be to identify any environmental affects from storm water quality with regard to this project. Implementation of Site Design, Source Control, and Treatment Control BMPs will be considered for this project site to maximize the full potential of the land uses proposed. Information prepared from the Drainage Report, will be utilized to fulfill this Task. Mitigation measures will be recommended. In addition, information from the Urban Runoff Management, and Discharge Control Ordinance will be incorporated as applicable.

-

Air Quality (Technical Report)

SRA will estimate the emissions associated with the construction phase of the project. The emissions estimates will be based on information provided by the project design team with regard to construction requirements, and/or will be developed based on standardized approaches as presented in the South Coast Air Quality Management District's CEQA Air Quality Handbook or the URBEMIS2002 model for construction of mixed-use developments that include residential, commercial, and office uses. SRA will then evaluate the significance of the emissions based on the City of Oceanside's guidelines. Where required, SRA will evaluate mitigation measures to reduce potential impacts associated with construction.

It is assumed that operational impacts associated with the project would be mainly associated with traffic from people utilizing the recreational, commercial, educational, and cultural facilities at the El Corazon development. Minor emissions may be associated with energy use and landscaping activities. SRA assumes that a traffic analysis will be conducted that will provide estimates of the number of trips generated by the project, and will evaluate whether the project would lead to substantial reductions in public roadway level of service (LOS) at nearby intersections.

Based on the traffic analysis, SRA will evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial concentrations of air emissions. SRA proposes only to address CO "hot spots" in a qualitative manner unless increases in traffic associated with the project would result in

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

a decrease in LOS to E or worse. For costing purposes, SRA assumes that one intersection would require modeling using the CALINE4 model as set forth in Appendix B of the Caltrans ITS Transportation Project Level Carbon Monoxide Protocol.

SRA will prepare an Air Quality Technical Report to address impacts associated with the project. The Air Quality Technical Report can either be a stand-alone document, or included in the CEQA analysis for the project.

SRA assumes that four meetings with the City of Oceanside will be required during the course of the project. SRA also assumes that following review of the draft EIR and technical reports and public comments, SRA will be preparing responses to comments generated either on the draft or from the public.

Additionally, as an attachment to the main air report, there will be an odor analysis of the green waste facility and the facility's potential impacts to the proposed development east, or downwind, of the facility.

Noise (Technical Report)

The Noise Study will determine impacts on habitat and residential receptors at the El Corazon project area. The analysis will also include: construction noise impacts for athletic fields and proposed senior center. Additionally, there will be an analysis for the athletic field noise impacts on the nearby mobile home park.

Traffic, Circulation and Access (Technical Report)

LLG will confirm the development description, work schedule, and assumptions to be utilized in the traffic study with the City. Assumptions will be discussed to including completion year and anticipated phasing, if any.

LLG will document the existing site conditions including:

- Existing site development, local area development, site access, parking use, and areas of congestion in order to verify overall understanding of traffic conditions in the area that might affect this project
- Obtain existing street improvement plans/stripping plans for key roadways in the immediate vicinity of the project site. Compile information with regards to planned street improvements in the project study area.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

- Conduct 2006 AM peak period and PM peak period traffic volume counts at up to 30 key study intersections focusing on the Oceanside Boulevard, El Camino Real, College Boulevard, and Rancho Del Oro corridors. Traffic counts will occur between the hours of 7:00AM–9:00AM and 4:00PM–6:00PM in support of detailed intersection capacity analyses.
- Conduct 2006 24-hour machine traffic counts along the above mentioned corridors in support of detailed roadway link capacity analyses (up to 20 street segments).
- Research data at the City of Oceanside and recent traffic impact studies prepared for developments in the project vicinity regarding the status of other proposed developments (cumulative projects) in the area that may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project.

LLG will then work with the City to divide the overall project into three phases, for the purpose of the traffic study. LLG will also prepare a trip generation forecast for each project phase for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. LLG will also conduct a two-day trip generation study at a similar recreational land use since SANDAG/ITE rates are not available. LLG will distribute and assign the forecasted AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on a SANDAG Select Zone Assignment. Trip generation forecasts will be prepared for the cumulative projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The AM and PM peak hour trips expected to be generated by the cumulative projects will be distributed and assigned to the local street system. LLG will also obtain 2010 and 2030 traffic models for the project area.

LLG will develop AM/PM peak hour and ADT volumes for the following scenarios, Two alternatives regarding the number of interchanges with SR 78 will be assessed for the 2015 & 2030 scenarios.

- Existing Project
- Existing + Project Phase I
- 2010 without Project Phase II
- 2010 with Project Phase II
- 2015 without Project Phase III

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

- 2015 with Project Phase III
- 2030 with entire project

LLG will conduct AM peak hour and PM peak hour LOS calculations at the key intersections for the above scenarios, both without and with the proposed project. The impact of the project will be assessed based on the results of the peak hour intersection analyses, the City's LOS standards, and application of the City's significance criteria. Based on this assessment, determine which intersections will be significantly impacted, if any. LLG will provide recommended mitigation measures which may include locations and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc. Please note that this proposal assumes the recommended mitigation measures can be adequately described within the text of the report. Should the City request preparation of plans to further demonstrate the feasibility of the mitigation measures, an amendment to our contract will be necessary. LLG will state the impacts of the project assuming College Boulevard provides either four lanes or six lanes.

LLG will confirm the capacity of existing and ultimate street segments for key study roadways and prepare a street segment analysis for all scenarios, utilizing the 24-hour machine traffic count. The project-related Average Daily Traffic (ADT) growth will be evaluated on the analyzed street segments. If necessary, provide recommendations to mitigate project-related ADT impacts.

LLG will also review the proposed access and on-site circulation and provide recommendations to improve site access and circulation. Recommend control types and left-turn/right-turn lanes at intersections.

LLG will perform a Saturday analysis which will be limited to the access points and the following four intersections near the project (El Camino Real/Oceanside Boulevard, El Camino Real/Mesa Drive, Oceanside Boulevard/Rancho del Oro, Rancho del Oro/Oceanside Boulevard). Also included in the Saturday analysis will be: conducting Saturday midday counts at the above four intersections; determining the Saturday trip generation for the project site; distributing and assigning project traffic to the access points and the four above intersections; determining the intersection LOS on a Saturday at the above locations; identifying any significant impacts and recommend mitigation measures if necessary; working with the project team to identify the size and frequency of special events on the site; estimating the amount of traffic and parking demand

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

generated by a special event and provide a general discussion of the potential impacts. A LOS analysis is not proposed.

LLG will state the amount of parking required for the project per the City ordinance.

LLG will prepare a traffic report that details all of the above-mentioned items, our analysis, finding and conclusions. The report will be suitably documented with tabular, graphic, and appendix materials.

Biological Resources (Technical Report)

HDR will conduct a literature review to include previous site studies, soils, and California Natural Diversity Data Base (CNDDDB) form reviews. A general biological survey will be conducted including vegetation community mapping and identification of sensitive biological resources that may potentially occur on the 450-acre project site. The biological resource survey will cover the entire site, but the emphasis will be on the native areas on the northern and western boundary of the parcel. Although the survey will focus on the native areas, there is the potential that additional sensitive resources may be identified on other portions of the parcel. All biological information will be documented in a stand-alone biological technical report.

Additional tasks for the biology portion include: protocol surveys (8 visits) for least Bell's vireo, protocol surveys (3 visits) for California gnatcatcher, and a habitat assessment for southwestern willow flycatcher.

Hazards/Public Health/Safety

The EIR will evaluate the potential hazards of site development. In addition to hazardous materials and waste, the EIR will evaluate the additional CEQA-mandated issues for significance determination. These additional issue areas are related to local emergency plans, airport land use plans, private airstrips, urban/native area interface, railroad easements, and power line easements. Currently, there is a transmission line and related easement on the western portion of the property. This will be evaluated within the EIR to determine if there is a hazard related to the voltage carried by these lines.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

Utilities and Service Systems

It is anticipated that the limited facility development proposed for the parcel would not impact the existing conditions for water supply or wastewater treatment. However, the EIR will provide a full evaluation to determine if there are significant impacts to these facilities. The proposed facilities will likely require additional stormwater drainage, even though there are limited existing structures current on site. These facilities would be required to comply with both City and regional requirements.

Landform Alteration/Aesthetics

The EIR will evaluate the potential aesthetic impacts based on planned site development. This evaluation will be generally based on the preliminary grade elevations planned for the site development. Based on the views, the EIR will make a determination as to whether it is a significant impact or not.

Recreation

The EIR will discuss how it is anticipated that implementation of the concept plan at the parcel would provide an overall positive recreational impact on the community. With both active and passive recreation proposed, it would reduce the demand on other facilities located throughout the city. Additionally, the proposed facilities are not in areas of sensitive habitat and are not anticipated to provide a significant impact to the physical environment. It is also anticipated that irrigation or stormwater runoff from these facilities would comply with City and regional regulations, and therefore not impact the existing environment.

Cumulative Impacts – All Issue Areas

For all issue areas identified within the EIR there will be an evaluation of cumulative impacts. These impacts are related not only to the proposed project, but also other projects in the area that when viewed together may contribute to a “cumulatively considerable” impact. HDR will work with City staff to identify other planned projects within the city that may contribute to the impact.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

Mandatory Findings of Significance

In accordance with Section 15065 of CEQA Guidelines, potential impacts will be addressed against the mandatory findings of significance. HDR will work with the City as necessary.

Mitigation Monitoring and Reporting Program (MMRP)

HDR will prepare a Mitigation Monitoring and Reporting Program (MMRP) for the EIR in accordance with CEQA. The MMRP will be included in the Technical Appendices of the EIR or as specified by the City. The monitoring program will specify the impacts to be mitigated, performance standards, responsibility, qualifications, timing, and other specifications as necessary.

Findings of Fact

HDR will prepare the Findings to support project decisions within the EIR. The Findings will be a written statement that explains how each significant impact and alternative was dealt with in the EIR. Each finding will contain a conclusion regarding each significant impact, substantial evidence supporting the conclusion, and an explanation of how the evidence supports the conclusion.

Statement of Overriding Considerations

If it is determined necessary, HDR will prepare a Statement of Overriding Considerations. This Statement will provide the specific overriding social, economic, legal, technical, or other beneficial project aspects supporting the City's decision.

Screencheck Preparation

HDR will revise the Screencheck Draft EIR (two screenchecks and a "final" checkpoint) based on City staff comments and produce a Draft EIR for public review. Revisions do not include substantial changes to the project that require new analysis.

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

Distribute Draft CEQA Document

HDR will reproduce fifty (50) copies of the Draft EIR for public review, and provide copies of the environmental document on CD to City staff. It is anticipated that City staff will distribute the documents.

Prepare Final CEQA Document

Upon receipt of the comment letters (assuming 100 letters), the letters will be organized by the entity that submits the letter (all federal, state, and local agencies will be grouped, recognized interest associations or groups, local groups, and individuals). The comment letters and issues within the letters will be numbered. A matrix will be developed identifying the issue, responsible party, and status (response drafted or not). A copy of the letters and the matrix will be distributed prior to a strategy meeting. Attendees will include all persons responsible for preparation of the responses.

HDR will prepare a set of responses to comments received on the Draft EIR and submit them to the City for review. We will revise the responses, if necessary, based on staff comments. HDR will also revise the Draft EIR, if needed, to revise information as errata to the Draft EIR. Revisions, including clarifications to analyses already done, will not include new analyses or revisions from project changes.

Certification

HDR will attend the public hearing for certification, make a presentation to the City (if requested), and prepare the Notice of Determination.

Additional Tasks

Planning

The City of Oceanside General Plan Land Use Map designates the 450-acre El Corazon property as part of the 1,951-acre Rancho Del Oro Specific Plan S-1-84 with industrial, town center, residential-professional, residential, and open space land uses. The Rancho Del Oro Specific Plan prepared July 1985 superceded the original specific plan approval in 1980 (Planning Commission Resolution No. 80-P84). It serves as an implementing document to General Plan Amendment A-2-84 approved by the Oceanside City Council in March 1984.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

To ensure consistency with the Oceanside General Plan, HDR recommends a similar process that would amend the Rancho Del Oro Specific Plan to create a special planning district for the 450-acre El Corazon development and implement a general plan amendment that establishes new land use designations including open space, parks, public services, and commercial, as shown on the Land-Use Concept Plan for El Corazon. HDR planners will prepare an amendment to the Rancho Del Oro Specific Plan, create a special planning district document for the El Corazon property, and incorporate them into the City of Oceanside General Plan. The HDR team will work cooperatively with resource agencies, the City of Oceanside and its residents to obtain all necessary approvals of the specific plan/general plan amendments. HDR will prepare appropriate planning documents in accordance with applicable provisions of the California Government Code (Sections 65450 – 65457) pertaining to general plans and specific plans. The planning documents would include planning policies and regulations, and would combine zoning regulations, capital improvement programs, detailed development standards, and other regulatory requirements into the planning documents, which would be tailored to meet the needs of the El Corazon project area.

Since the El Corazon land-use plan concept is already complete, HDR will compile the City's existing El Corazon planning documents into a written bound document with supporting maps, graphics and illustrations containing chapters that discuss and summarize the planning process to amend the Rancho Del Oro Specific Plan and create a special planning district for the 450-acre El Corazon development. HDR expects the planning process to be an interactive, reactive and evolving series of tasks. We have budgeted 32 hours for meetings and hearings. We anticipate an initial meeting with City staff, one meeting for each of the two rounds of revisions, and attendance at a planning commission hearing and a city council hearing. HDR assumes that all public meetings and workshops will be facilitated by the client and meeting logistics, public notifications, site location, and audio-visual equipment will be provided by the City of Oceanside or designee.

City staff has requested that in addition to the General Plan Amendment, and Specific Plan work, the planning work should also include preparation of the "Application Package for Planning Department Processing". The work to complete the Application Package has been broken down into the following tasks:

- Fill-out and process land use planning applications and environmental information forms.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

- Assemble plans and reports as outlined in the application package – Development Plan (25 copies plus 1 vellum), Plot Plan (25 copies), typical building elevations and floor plans (15 copies), existing conditions map (5 copies), slope analysis (5 copies); preliminary drainage and grading plans (5 copies, if available); preliminary landscape plans (15 copies, if available); color elevations (1 copy).
- Assemble 300-foot radius map and mailing labels.
- Prepare maps and plans for public hearing items: check map format; acreage/square footage calculations, existing and proposed zoning, number of lots, units, and building pads; density calculations; topography/slopes; off-street parking calculations; parking counts; building coverage, open space calculations; percent of site in streets and pavement; grading quantities; street sections; general plan designations; project specifications including dimensions and details.
- Attendance at meeting and hearings including: El Corazon Oversight Committee; Application Review Committee; Application Review Committee; Project Specific Review Committee, Planning Committee and City Council.

Note: Completion of these “Application Package” tasks assumes that City staff will supply title reports for the project area, in addition to the legal description for the project area. A second assumption is that the City will not require a three dimensional scale model of the project site (Hillside Regulations Item 6).

DELIVERABLES:

1. Rancho Del Oro Specific Plan Amendment
2. El Corazon District Planning Document
3. City of Oceanside General Plan Amendment
4. Completed “Application Package for Planning Department Processing”

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: El Corazon Master Plan Environmental Impact Report

Exhibit A

SCHEDULE:

HDR will write the specific plan/general plan amendment text immediately to include in the EIR project description. HDR will then produce a complete administrative draft of the specific plan amendment package and the El Corazon District planning document for the first round of client review. HDR will incorporate client comments into the draft planning documents and deliver them prior to release of the DEIR for public review. After the conclusion of the DEIR public review period, HDR will incorporate the second round of revisions responding to public and agency input. Upon concurrence of the client, HDR will deliver the final planning documents and provide one master reproducible copy including an electronic version (CD Rom or equivalent format). The planning process will conclude upon city council approval of the specific plan/general plan amendments and certification of the FEIR.

Surface Hydrologic Modeling

Given that the site is less than one square mile in area, the onsite existing and proposed stormwater discharge rates will be quantified for the 2-year, 10-year, and 50-year storm event using the Rational Method or the Modified Rational Method using the San Diego County Hydrology Manual. As identified by the Constraints Map, any proposed wetlands will be modeled as detention basins in the analysis. Hydrologic modeling will be coordinated with the SUSMP requirements and the City Drainage Master Plan. It is assumed that since the site is bounded by four improved streets (Ocean Blvd, El Camino Real, Mesa Dr, Rancho Del Oro Dr), no offsite flows would be conveyed through this site; thus no offsite hydrology modeling will be performed. A hydrology map will accompany the computations to aid in the graphic depiction of the hydrology patterns, along with key hydrology data at pertinent nodes.

Hydraulic Modeling

Detailed WSPG calculations will be provided to hydraulically model any proposed storm drain pipes, surface conveyances, and inlet/outlet structures. Topographic data will be provided by the City of Oceanside. Hydraulic results will be used to determine flow depths and velocities for design of the proposed wetland in the project. The San Diego County Drainage Design Manual will be used during design. Schematics will be incorporated to aid in the layout of the designed storm drain facilities.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EI Corazon Master Plan Environmental Impact Report

Exhibit A

Groundwater Hydrology

A general narrative will be provided on the groundwater structure underlying the site, such as aquifers, and any issues associated with groundwater conditions. Some areas may require reduction of subsurface moisture levels and compaction prior to any development onsite. This task does not include any groundwater hydrology modeling or any associated calculations.

A complete draft and final report will be prepared for City approval.

Meetings

HDR will attend meetings with City staff monthly (14) and for review of submitted documents. HDR will also attend public meetings (5), a scoping meeting (1), and meetings with the EI Corazon Oversight Committee (3). Upon receipt of the comment letters and review of the issues identified during the scoping meeting, HDR will meet with the City to refine the scope of the EIR. This could include issues to be discussed, focus of analysis, or alternatives.

The meetings for approval of the "Application Package...." are identified under that task.