

STAFF REPORT



ITEM NO. 12
CITY OF OCEANSIDE

DATE: May 7, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF AMENDMENT 2 IN THE AMOUNT OF \$18,990 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR THE PERFORMANCE OF AN ENVIRONMENTAL DOCUMENT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE LIL' JACKSON SENIOR AFFORDABLE APARTMENT COMMUNITY LOCATED ON LAKE BOULEVARD AT ESPLANADE, ADDING TO THE SCOPE OF WORK THE PERFORMANCE OF ADDITIONAL DOCUMENTATION AND RESPONSE TO COMMENTS**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$18,990 to a professional services agreement with DUDEK for the performance of an environmental document in accordance with the California Environmental Quality Act (CEQA) for the Lil' Jackson Senior Affordable Housing Community Project, adding to the scope of work the performance of additional documentation and response to comments, and authorize the City Manager to execute the amendment.

BACKGROUND

On May 15, 2002, the City Council approved the acquisition of property located at Lake Boulevard and Esplanade on which to develop an affordable senior housing project. The site was identified as being in an area accessible to shopping, medical assistance, public transportation, and other amenities suitable for a senior housing project.

Southern California Presbyterian Homes (SCPH) was granted development rights to the site by the City and applied for a HUD 202 loan in 2004. In February 2006 Southern California Presbyterian Homes was awarded a HUD 202 loan in the amount of \$9,981,800.

SCPH proposes to develop the Lil' Jackson Senior Affordable Apartment Community, an affordable development consisting of 79 affordable one-bedroom rental housing units and one two-bedroom manager's apartment on a 2.2 acre portion of the site located on Lake Boulevard at Esplanade.

As part of the preparation and presentation of the development project to the Planning Commission and the City Council, the City contracted with DUDEK to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the Lil' Jackson Senior Affordable Apartment Community.

The Initial Study identified several areas which required additional study and increased the scope of the Mitigated Negative Declaration (MND) and required amendment 1 to the IS/MND.

ANALYSIS

Comments received from the public notice for the MND will require additional expansion of the scope of the contract.

In order to identify potential environmental effects, to identify all feasible measures to mitigate those effects, and to reply to all expressed comments to the IS/MND, the scope of the IS/MND has increased. This will necessitate increasing the term of the contract and increasing the amount of compensation from \$46,406 to \$65,396.

FISCAL IMPACT

Funds are budgeted in Inclusionary Housing Admin (Acct #284.294770.5241).

COMMISSION OR COMMITTEE REPORT

Does not apply

CITY ATTORNEY'S ANALYSIS

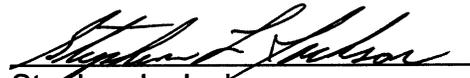
The documents have been reviewed by the City Attorney and approved as to form.

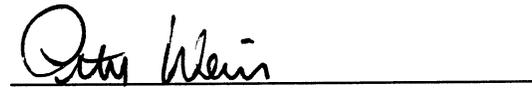
RECOMMENDATION

Staff recommends that the City Council approve Amendment 2 in the amount of \$18,990 to a professional services agreement with DUDEK for the performance of an environmental document in accordance with the California Environmental Quality Act (CEQA) for the Lil' Jackson Senior Affordable Housing Community project, adding to the scope of work the performance of additional documentation and response to comments, and authorize the City Manager to execute the amendment.

PREPARED BY:

SUBMITTED BY:


Stephen L. Jackson
Housing Program Manager

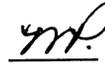

Peter Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Margery Pierce, Director of Neighborhood Services



Teri Ferro, Financial Services Director

 T.F.

Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing (Document No. 07-D0302-4)

**CITY OF OCEANSIDE
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: PREPARATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR LIL' JACKSON SENIOR COMMUNITY IN OCEANSIDE (Document No. 07-D0302-4)

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this ____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 23, 2007, as amended by Amendment No. 1, dated December 10, 2007 hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. SCOPE OF WORK shall be amended to include "Continued preparation of environmental documentation and supporting technical reports for the proposed Lil' Jackson Senior Community Housing Project in accordance with CEQA." The scope of Work is more clearly defined in attachment A, "Augment Request for the Lil Jackson Senior Community Housing Project," dated April 11, 2008, and incorporated herein by reference.

2. COMPENSATION shall be amended to add an additional \$18,990.00 to make total compensation an amount not to exceed \$65,396.00.

3. TIMING REQUIREMENTS shall be amended to extend timing for the Final MND until no later than October 16, 2008; contingent upon all biological surveys concluded by July 2008 and that no sensitive wildlife species are identified during the

**Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community
Housing (Document No. 07-D0302-4)**

biological surveys.

4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2008.

DUDEK
By:  4-15-08
Frank Dudek, President

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager

APPROVED AS TO FORM:

95-3873865
Employer ID No.

 ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 4/15/08 before me, Kimberly S. Tessada, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Frank Dudek
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kimberly S. Tessada
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

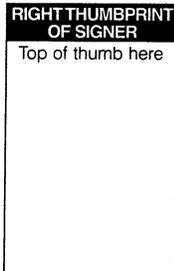
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

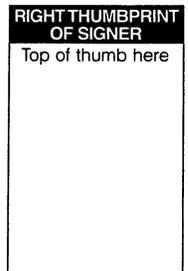
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community
Housing (Document No. 07-D0302-4)**

Initial Study/Mitigated Negative Declaration for Lil' Jackson
Senior Community Housing (Document No. 07-D0302-4)

April 11, 2008

5670-01

Mr. Steve Jackson, Housing Program Manager
City of Oceanside
300 North Coast Highway
Oceanside, California 92054

Subject: Augment Request for the Lil Jackson Senior Community Housing Project

Dear Steve:

In an effort to continue Dudek's provision of CEQA documentation services for the Lil Jackson Senior Community Housing Project, I have prepared the following contract augment request. Per our telephone conversation, the following two tasks represent project analysis and project management items that are not included in our current scope of work. These items are addressed below in greater detail.

AUGMENT REQUEST

Dudek's revised schedule for completion of this project projected City Planning Commission approval by March 2008. As established in our current scope of work, Dudek has prepared the Draft MND, and submitted the environmental document for public review. Since that time, several entities have provided comment letters on the Draft MND (U.S. Fish and Wildlife Service, California Department of Fish and Game, Native American Heritage Commission, North County Transit District, Preserve Calavera and a neighbor). These comment letters contain several comments; in some cases a letter contains approximately 50 comments. It is difficult to know the number of comments that will be received on an environmental document. Our original proposal assumed preparing responses to 30 individual comments. It should also be noted that several of the comments received are considered substantial resulting in the need for site design changes which in turn could result and revisions to our environmental analysis in our Draft MND. Several meetings are proposed to address the comments received and potential site design modifications suggested in the comment letters.

Mr. Steve Jackson

Subject: *Augment Request for the Lil Jackson Senior Community Housing Project*

SCOPE OF WORK

Task 2B: Responding to Additional Comments on Mitigated Negative Declaration/Incorporation of Site Design Modifications

Dudek's original scope of work assumed up to 30 comments would necessitate formal response. Approximately 116 comments were received and will necessitate a formal response. This task will cover the costs of preparation of the additional 86 responses. It should be noted that assistance from non-Dudek team members (City staff, Applicant, Applicant's biologist, engineer, etc.) may be necessary to complete these additional responses.

Responding to the comment letters will result in substantial reanalysis on several environmental issues that was not previously assumed in Dudek's original scope of work. Dudek will provide these additional analyzes or clarification of previously prepared analyses in support of the Final MND effort. Dudek assumes that Everett & Associates would revise their February 2008 Biological Letter Report (and associated maps) to address the comments contained in the aforementioned letters. If additional biological maps are created by Everett & Associates, Dudek will digitize and incorporate up to two additional maps not already included in the MND. In addition, the report will be revised to provide a supporting conclusion based on the results of the revised analysis.

Dudek assumes that minor site plan revisions will be necessary to address comments and will therefore need to be reflected in the Final MND. These site plan modifications would be limited to parking space reductions, water quality/drainage design refinements within the existing development footprint area and modification to the fence/wall barrier between the proposed project site and Buena Vista Creek. Clarification of these site design modifications will be provided by the City/Applicant/Applicant's Engineer and any modified site plans would be provided to Dudek in digital and hard copy formats. Should additional site design issues be required, an additional contract augment can be accommodated.

As discussed with the City's Community Development Department's Planning Division, Dudek will prepare 17 copies of the Final MND.

Cost Estimate for Augment Task 2A\$12,530.00

Task 3B: Project Management

Our current contract assumed that the MND would be completed as of March of 2008. During the past five months, we have provided project management and administrative services

Mr. Steve Jackson

Subject: *Augment Request for the Lil Jackson Senior Community Housing Project*

including participation in several conference calls with City staff and other project team members. The second screencheck MND was submitted to the City's Planning Department on February 7, 2008 and the Draft MND was submitted to the City for public review on February 26, 2008. Dudek assisted in the noticing requirements for public review. Previous changes in the project resulted in revisions to technical reports and MND which resulted in the current schedule delay. An additional schedule delay is anticipated due to the substantial comments regarding biological and water quality issues associated with the proposed project. Due to these efforts, we anticipate that project management and administration tasks will continue at the same intensity for an additional seven months beyond the currently planned completion date (through October 2008). This task item includes attending four additional meetings with City staff and/or resource agency staff for review of comments received, potential site design revisions and review of the draft Final Mitigated Negative Declaration. If further schedule delays occur or additional meetings are required, additional project management costs would be required.

Cost Estimate for Augment Task 3A..... **\$4,870.00**

Direct Costs

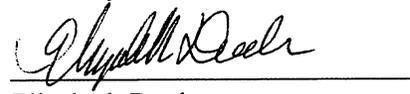
Direct costs which include reproduction, deliveries, and mileage (at 50.5 cents per mile) are billed at a 15 percent mark-up and are anticipated to be approximately **\$1,590.00**.

REQUESTED FEE AMOUNT

Dudek will complete the scope of work included herein on a time and materials basis in a labor amount not to exceed **\$18,990.00**. All work will be billed on a time-and-materials basis in accordance with our 2008 Schedule of Charges (see *Attachment A* for the Dudek 2008 Standard Schedule of Charges).

If you have any questions or need additional information please contact me at 760.479.4271 or via email at edoalson@dudek.com.

Sincerely,



Elizabeth Doalson
Project Manager

Att: Dudek 2008 Standard Schedule of Charges

DUDEK
2008 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	\$205.00/hr
Program Manager	\$190.00/hr
Principal Engineer II	\$180.00/hr
Principal Engineer I	\$170.00/hr
Senior Project Manager.....	\$160.00/hr
Project Manager	\$145.00/hr
Resident Engineer.....	\$135.00/hr
Senior Engineer II.....	\$135.00/hr
Senior Engineer I	\$125.00/hr
Associate Engineer	\$115.00/hr
Project Engineer IV	\$110.00/hr
Project Engineer III	\$100.00/hr
Project Engineer II.....	\$95.00/hr
Project Engineer I.....	\$85.00/hr
Field Engineer II.....	\$110.00/hr
Field Engineer I.....	\$100.00/hr
Engineering Assistant.....	\$75.00/hr

Right-of-Way Management Services

Principal ROW Manager.....	\$170.00/hr
ROW Project Manager.....	\$140.00/hr
ROW Senior Engineer.....	\$125.00/hr
ROW Engineer	\$115.00/hr
ROW Technician	\$105.00/hr
ROW Research Analyst	\$75.00/hr

Environmental Services

Principal	\$210.00/hr
Senior Project Manager/Specialist	\$195.00/hr
Environmental Specialist/Planner VI	\$170.00/hr
Environmental Specialist/Planner V	\$150.00/hr
Environmental Specialist/Planner IV	\$135.00/hr
Environmental Specialist/Planner III.....	\$125.00/hr
Environmental Specialist/Planner II.....	\$110.00/hr
Environmental Specialist/Planner I.....	\$100.00/hr
Analyst	\$85.00/hr
Planning Research Assistant	\$70.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$135.00/hr
Construction Engineer.....	\$130.00/hr
On-site Owner's Representative	\$105.00/hr
Construction Inspector III	\$120.00/hr
Construction Inspector II	\$110.00/hr
Construction Inspector I	\$100.00/hr

Hydrogeological Services

Principal	\$205.00/hr
Practice Manager	\$185.00/hr
Sr. Environmental Engineer	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr.....	\$165.00/hr
Project Manager.....	\$150.00/hr
Associate Hydrogeologist/Engineer.....	\$135.00/hr
Hydrogeologist IV/Engineer IV	\$120.00/hr
Hydrogeologist III/Engineer III	\$110.00/hr
Hydrogeologist II/Engineer II	\$100.00/hr
Hydrogeologist I/Engineer I	\$90.00/hr
Technician.....	\$85.00/hr

District Management & Operations

District General Manager	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade III Operator	\$80.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I	\$40.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$140.00/hr
Senior Designer	\$120.00/hr
Designer.....	\$105.00/hr
Assistant Designer	\$85.00/hr
GIS Specialist IV	\$135.00/hr
GIS Specialist III.....	\$120.00/hr
GIS Specialist II.....	\$110.00/hr
GIS Specialist I.....	\$100.00/hr
CADD Operator II.....	\$95.00/hr
CADD Operator I.....	\$85.00/hr
CADD Drafter	\$80.00/hr
CADD Technician.....	\$70.00/hr

Surveying Services (Coachella Valley)

Professional Land Surveyor	\$160.00/hr
3-Person Survey Crew	\$235.00/hr
2-Person Survey Crew	\$205.00/hr
1-Person Survey Crew	\$110.00/hr
Survey Analyst	\$110.00/hr
Asst. Survey Analyst/CADD Mapper	\$80.00/hr

Support Services

Technical Editor III.....	\$130.00/hr
Technical Editor II.....	\$110.00/hr
Technical Editor I.....	\$90.00/hr
Publications Assistant III.....	\$90.00/hr
Publications Assistant II.....	\$80.00/hr
Publications Assistant I.....	\$70.00/hr
Clerical Administration.....	\$70.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at 50.5 cents per mile. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

**Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community
Housing (Document No. 07-D0302-4)**

**CITY OF OCEANSIDE
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: PREPARATION OF INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION FOR LIL' JACKSON SENIOR COMMUNITY IN OCEANSIDE
(Document No. 07-D0302-4)**

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 10th day of December, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 23, 2007, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. SCOPE OF WORK shall be amended to include "Continued preparation of environmental documentation and supporting technical reports for the proposed Lil' Jackson Senior Community Housing Project in accordance with CEQA." The scope of Work is more clearly defined in attachment A, "Augment Request for the Lil Jackson Senior Community Housing Project" and incorporated herein by reference.
2. COMPENSATION shall be amended to add an additional \$11,250.00 to make total compensation an amount not to exceed \$46,406.00.
3. TIMING REQUIREMENTS shall be amended to extend timing for the Final MND until no later than March 12, 2008. Contingent upon all revised technical reports are submitted to Dudek no later than November 30, 2007.
4. Except as expressly set forth in this Amendment, the Agreement shall remain

**Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community
Housing (Document No. 07-D0302-4)**

in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 28th day of November, 2007.

DUDEK
By: *June Collins 11/28/07*
Frank Dudek, President
Dudek
June Collins
Vice President
95-3873865
Employer ID No.

CITY OF OCEANSIDE
By: *Peter Weiss*
Peter Weiss, City Manager

APPROVED AS TO FORM:

Amber Hamilton, ASST.
City Attorney

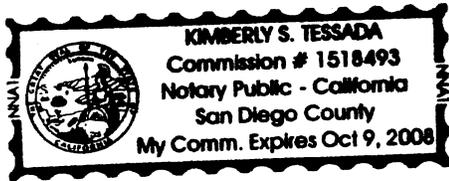
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On 11/28/07 before me, Kimberly S. Tessada, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jane Collins
Name(s) of Signer(s)

- personally known to me
- 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.

Kimberly S. Tessada
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

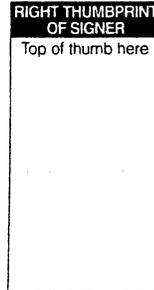
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



#5670

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: PREPARATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR LIL' JACKSON SENIOR COMMUNITY IN OCEANSIDE

THIS AGREEMENT is made and entered into this 23rd day of May, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The project is more particularly described as follows: Preparation of environmental documentation and supporting technical reports for the proposed Senior Community Housing Project in accordance with CEQA. The Scope of Work is more clearly defined in attachment A "Project Understanding and Scope of Work" and incorporated herein by reference.
- 2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
- 3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
- 4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
 - 4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Per Conversat between E. Deaton S. Jackson 5-22-07, Attachment which was not added to this PSA is in reference to Dudek Proposal 25

Comprehensive General Liability Insurance

Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

Automobile Liability Insurance \$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a

Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

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

6. **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, omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

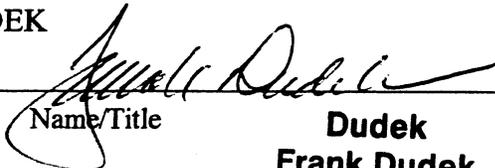
7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Thirty-five Thousand One Hundred and Fifty-six Dollars (\$35,156.00) to be paid in accordance with the attached Project Cost.

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

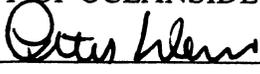
**Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community
Housing**

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City of Oceanside Planning Director within one hundred and ~~thirty~~ ^{forty two} days of signing. *- Per Schedule provided by E. Doakson to S. Jackson on 5-17-07. SD*
9. **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.
10. **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.
11. **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.
12. **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 performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 23rd day of May, 2007.

DUDEK
By: 
Name/Title **Dudek**
Frank Dudek
By: _____
Name/Title **President**

95-3873865
Employer ID Number

CITY OF OCEANSIDE
By: 
Peter Weiss, Interim City Manager

APPROVED AS TO FORM:

City Attorney

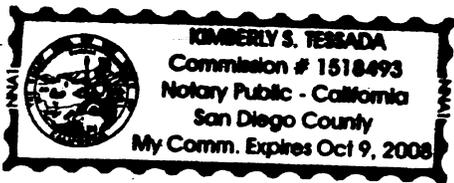
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On May 23, 2007 before me, Kimberly S. Jessada, Notary Public
Date Name and title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Frank Audek
Name(s) of Signer(s)

personally known to me
 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.
Kimberly S. Jessada
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

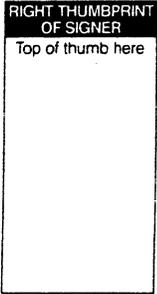
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



DUDEK

CORPORATE OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 T 800.450.1818 F 760.632.0164

Attachment "A"

May 17, 2007

207118-30010

Mr. Steve Jackson, Housing Program Manager
City of Oceanside
300 N. Coast Highway
Oceanside, CA 92054

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

Dear Mr. Jackson:

Thank you for inviting Dudek to submit a proposal for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for the Lil Jackson Senior Community Project in Oceanside. We understand that the City of Oceanside (City) in conjunction with the U.S. Department of Housing and Urban Development (HUD) have completed their requirements to comply with the National Environmental Policy Act (NEPA) to construct the senior community. Therefore Dudek is only proposing to prepare environmental documentation in compliance with the California Environmental Quality Act (CEQA). The project would be located in the northern part of the City and would provide age and income restricted apartment housing for seniors. The following letter proposal describes our understanding of the project and provides a scope of work to accomplish the proposed tasks.

Dudek believes the positive attributes of our employees are the greatest asset of our team. Dudek intends to provide the highest quality, most responsive services to the City. We welcome your interest in our firm and look forward to the opportunity to work with you on this important project.

Sincerely,



Elizabeth Doalson
Project Manager

cc: Jerry Hittleman, City Planner
Juliana Von Hacht, Associate Planner

Mr. Steve Jackson

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

1.0 Project Understanding

The City of Oceanside is receiving federal funding, Section 202 Program, from the U.S. Department of Housing and Urban Development (HUD) for the construction of a senior community in the northern portion of the City. The City has coordinated with HUD for the preparation of an Environmental Assessment (EA). HUD prepared the EA and determined that no significant impacts would result. The EA was approved on November 7, 2005. It is Dudek's understanding that all environmental documentation for HUD and NEPA requirements have been satisfied and that the City is only requesting assistance for the preparation of an Initial Study/Mitigated Negative Declaration to comply with the California Environmental Quality Act (CEQA).

The senior community will be built south of SR 78, east of College Boulevard along Lake Boulevard in Oceanside. The project would construct a 65,000-square foot building located within a 2.2-acre project site. The senior community would consist of 80 apartment units for very low-income seniors, aged 62 or older. The project would place restrictions on age and income. A full access driveway would be provided along Lake Boulevard.

2.0 Scope of Work

The City is requesting the preparation of environmental documentation and supporting technical reports for the proposed Senior Community Project in accordance with CEQA. Below is Dudek's scope of work to meet the needs of the City.

Task 1: Initial Study

Dudek will prepare an IS in accordance with the requirements of CEQA Guidelines, Section 15063 (Public Resources Code 21080) and will provide the City with a draft completed checklist. The document will identify potentially significant environmental effects, and in consultation with the City, Dudek will identify all feasible measures to mitigate those effects to a less than significant level. Based on the information collected as a part of this portion of the scope of work, Dudek will provide an environmental determination, which will identify the necessary form of CEQA documentation for the project. Dudek will summarize the finding of the technical report prepared for the proposed project in the initial study.

Mr. Steve Jackson

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

Task 1A: Air Quality Impact Analysis Technical Report

Dudek will prepare an Air Quality Impact Analysis Technical Report for the proposed project. Dudek will utilize the Oceanside General Plan, Section 15126.2 of the CEQA Guidelines, and the Initial Study Checklist (Appendix G of the CEQA Guidelines) as significance thresholds; this will serve as the basis for the Air Quality analysis.

Local and regional climate, meteorology and topography as they affect the accumulation or dispersal of air pollutants will be presented. Federal state and local regulatory agencies responsible for air quality management will be identified and applicable federal, state and local air quality policies, regulations and standards will be summarized. Current air quality conditions and recent trends in the project area will be described on the basis of annual air quality monitoring data summaries.

The potential for short-term emissions of criteria air pollutants (for which the United States Environmental Protection Agency [EPA] has established ambient air quality standards) generated by project construction that could contribute to violations of state or federal air quality standards will be discussed. The discussion will be based on probably construction activities and scheduling information provided by the City. URBEMIS 2002 will be utilized to estimate approximate emissions generated from construction activities. Types of air pollutants likely to be emitted during construction will be quantified and described based on the URBEMIS 2002 air quality emissions modeling software.

The potential for project-related operational emission to adversely affect adjacent land uses, activities or to impede attainment of air quality goals and the effect of potentially polluting activities on-site or in the vicinity of the project will be discussed. The potential for combined emission from the project and cumulative development to adversely affect air quality or impede attainment of air quality goals will be discussed.

Mitigation measures will be recommended to reduce impacts to a level of significant as appropriate. A residual impact statement after implementation of mitigation measures will be provided if necessary. The technical report will be included as an appendix to the MND.

Mr. Steve Jackson

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

Task 2: Mitigated Negative Declaration

Dudek will prepare a MND in conjunction with City staff. A 30-day public comment period would subsequently follow. Dudek would assist the City in responding to any comments received on the project during the public review period. Dudek assumes no more than 30 comments would be submitted and necessitate responses. One comment letter may contain several comments. This task does not include fees for publication of notices in local newspapers.

Dudek will provide two copies of the first screencheck draft to the City for review. Dudek will revise the screencheck draft MND based on comments received from the City. Once comments have been incorporated, Dudek will provide two copies of the second screencheck draft for review. Dudek will revise the second screencheck document as appropriate for preparation of final submittal to the City. This task assumes two rounds of review by City staff. In addition to the 6 copies outlined above, Dudek assumes that distribution of the MND would necessitate no more than 10 copies of the document. Dudek will prepare a Final MND once public and agency comments are received on the Draft MND. Dudek will prepare one screencheck Final MND and one Final MND.

Task 3: Project Management/Administration/Meetings

This work item involves overall project management and as-needed support throughout the environmental review process. Included in this task are phone conversations to City staff, in-house coordination, etc. This item includes attending two meetings.

The Dudek team will be lead by Elizabeth Doalson as project manager. Ms. Doalson has 7 years experience in environmental document preparation. Ms. Doalson will fully evaluate and keep abreast of all issues inherent in the proposed project through continued coordination with the City's project manager. Ms. Sarah Lozano will provide quality assurance and quality control of the environmental documents. Ms. Lozano has over 9 years in environmental document preparation and resource conservation planning.

3.0 References

Dudek is extremely proud of our performance record in providing environmental documentation in compliance with NEPA and CEQA. We invite the City's selection panel to contact the following references regarding the quality of our services:

Mr. Steve Jackson

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Lil' Jackson Senior Community Housing

Leucadia Wastewater District 1960 La Costa Ave. Carlsbad, CA 92009	Robin Morishita, Project Coordinator (760) 753-0155
City of Vista 600 Eucalyptus Avenue Vista, CA 92084	John Conley, City Planner (760) 726-1340 ext. 1262

4.0 Project Cost

All work for tasks will be billed on a time-and-materials basis, in accordance with Dudek's 2007 Schedule of Charges, not to exceed \$30,570. Direct costs, which include reproduction, deliveries, and mileage (@ 48.5 cents per mile), are billed at a 15 percent markup and are anticipated to be approximately \$500.00. Table 1 provides a detailed cost estimate showing staff type, hourly rate and anticipated direct costs.

TABLE 1
Cost Estimate

	Rate/Hours						
	\$130	\$145	\$105	\$105	\$75	hrs	
TASK 1 - Initial Study	5	70		10	7	92	\$9,575
TASK 1A - Air Quality Impact Analysis		2	40	2	2	46	\$5,770
TASK 2 - MND	8	60		10	20	104	\$9,890
TASK 3 - Project Management	12	25			2	39	\$4,335
Total Labor Hours and Cost	25	157	40	22	31	229	\$30,200
Direct Costs							\$1,000
Total Labor and Cost							\$30,570
Contingency Fund*							\$4,586*

* Dudek suggests including a 15% contingency to cover any unintended costs that may come up during preparation of the IS/MND. This will ensure that funds are available for City staff's approval on an as needed basis to keep the project schedule moving.

QA/QC = Quality Assurance /Quality Control

ES = Environmental Specialist

GIS = Geographic Information Systems Specialist

WP = Word Processing

Lil Jackson Senior Community Schedule as of May 17, 2007

Contract Approval	May 23, 2007
Air Quality Technical Report	June 20, 2007
First Draft MND	July 11, 2007
City Complete First Review	July 25, 2007
Second Draft MND	August 1, 2007
City Complete Second Review	August 8, 2007
Draft MND preparation for public review	August 15, 2007
Begin Public Review (30 days)	August 22, 2007
End Public Review	September 21, 2007
Finalize MND	October 5, 2007
Print and Distribute Final MND	October 12, 2007
Local Hearing and Decision	October 2007

* Represents end date