ITEM NO. 17

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 20, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Community Development Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RECON ENVIRONMENTAL, INC., TO PREPARE THE MASTER ENVIRONMENTAL IMPACT REPORT FOR THE INTEGRATED WATER UTILITIES MASTER PLAN**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Recon Environmental of San Diego in an amount not to exceed $86,550 to prepare the Master Environmental Impact Report for the Integrated Water Utilities Master Plan, and authorize the City Manager to execute the agreement.

BACKGROUND

The City Council approved the current Water and Wastewater Master Plans on September 8, 1999. The 1999 master plans were prepared using a detailed analysis of the City's existing and future land use, projected population, water and wastewater demands, water supply, distribution and storage, recycled water and groundwater recharge, wastewater collection system, treatment plants and lift stations, ocean outfall, groundwater basin. The master plans have provided a detailed strategic plan for the Water Utilities Department.

Since the master plans and long-range financial plan were adopted in 1999, a significant amount of development has occurred and build-out growth projects for the City have been updated based on current planning and the 2000 Census. The recent growth data indicates a slightly lower number of residential units and more commercial and industrial units than originally projected. In addition, there have been several large-volume users and dischargers, and it is projected that there will be more of these types of users in the future. These factors alone require that the master plans and long-range financial plan be updated.

ANALYSIS

An Integrated Water Utilities Master Plan is essential in identifying the Water Utilities Department's short-and long-term goals. The new plan will update the 1999 Water and Wastewater Master Plans to provide for a more diverse infrastructure and customer base, examine the business and technological needs of the department, and include a financial strategy to accomplish all of these objectives. A Citizens Advisory Committee (CAC) was convened to review the Integrated Water Utilities Master Plan before staff presents the findings to City Council and requests approval of the Plan.

The Integrated Water Utilities Master Plan will also update the Wastewater Master Plan to reflect the changes in the present and future growth of the City. The Wastewater Master Plan will include preparation of a full Capacity, Management, Operations, and Maintenance (CMOM) Report to meet future Environmental Protection Agency regulations.

On February 20, 2007, staff solicited proposals from seven environmental consulting firms to prepare the Integrated Water Utilities Master Plan. (Exhibit A) Proposals were received from five consulting firms. The firms submitting proposals were EDAW, HDR, RBF and Recon. The proposals were evaluated by staff and Recon was selected as the firm best qualified for this project.

FISCAL IMPACT

In Fiscal Year 2006-2007, $293,768 was approved for the Water Master Plan and Financial Plan (715.855530) and $175,874 was approved for the Wastewater Master Plan and Financial Plan (726.865480) for a total of $469,642. Recon's cost for the project is $86,550, so there are budgeted funds available.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with Recon Environmental of San Diego in an amount not to exceed $86,550 to prepare the Master Environmental Impact Report for the Integrated Water Utilities Master Plan, and authorize the City Manager to execute the agreement.

PREPARED BY:

Jerry Hittleman
Acting City Planner

SUBMITTED BY:

Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Paul Bussey, Interim Financial Services Director

Exhibit A - Request for Proposal Mailing List

Program Environmental Impact Report RFP Mailing List		
Dudek & Associates	605 Third St, Encinitas, CA 92024	Sarah Lozano
EDAW	1420 Kettner Blvd., Suite 620, San Diego, CA 92101	Tom Held
HDR	8690 Balboa Avenue, Suite 200, San Diego, CA 92123	Charles Cleeves
LSA Business Development	703 Palomar Airport Rd., Suite 260, Carlsbad, CA 92011	Christina Belsito
Project Design Consultants	701 B Street, Suite 800, San Diego, CA 92101	Sean Cardenas
RBF	14725 Alton Pkwy, Irvine, CA 92618	Collette Morse
Recon	1927 Fifth Avenue, Suite 200, San Diego, CA 92101	Lee Sherwood

Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RECON ENVIRONMENTAL, INC., hereinafter designated as "CONSULTANT".

RECITALS

A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.

B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.

C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.

D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** CONSULTANT will prepare the Master Environmental Impact Report for the Integrated Water Utilities Master Plan. The project is more particularly described in the CONSULTANT'S proposal dated March 14, 2007 and attached hereto and incorporated as Exhibit A.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the Planning and the Water Utilities Departments in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Planner, under the authority of the City Manager, shall be the CITY'S authorized

1.1.2 representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Planning Department may delegate authority in connection with this Agreement to the City Planner's designees.

1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the completion of the project.

1.1.4 Prepare and submit to the City Planner, a Program EIR (PEIR) for the Integrated Water Utilities Master Plan as described in the Scope of Work, and in the time and manner set forth in this Agreement.

1.1.5 Prepare and submit to the City Planner, as a part of the PEIR, the following:

a. Prepare the Written Environmental Setting and Project Description.

b. Prepare the Environmental Impact Analysis which will include the following sections: 1) Land Use; 2) Marine Environment; 3) Noise; 4) Geology and Soils/Paleontology; 5) Biology; 6) Cultural Resources/Paleontology; 7) Aesthetics/Visual/Landform Alteration; 8) Parking Circulation; 9) Air Quality Odor; 10) Recreation; 11) Hazardous Material Exposure; and 12) Hydrology/Water Quality.

1.1.6 Upon completion of the PEIR submit all copies of the Final PEIR as described in the Scope of Work.

1.1.7 Provide assistance to the City during the Public Hearings and other Associated Presentations upon request by City Planner to include the services listed below:

a. Attend Scoping Meeting

b. Present findings to the Utilities Commission

c. Present findings to City Council.

d. Conduct one CAC Workshop

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access and make one copy of all applicable documents.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

1.2.5 Distribute all copies of the Draft PEIR for Public Review.

1.2.6 Duplicate all documents in excess of the numbers stated in the Scope of Work.

1.2.8 Provide overall project management.

1.2.9 Provide coordination and schedule all required hearings.

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 Draft EIR. CONSULTANT shall prepare and deliver a copy of the Draft PEIR to the City Planner within 60 calendar days of the execution of this Agreement. This time duration includes the Notice of Preparation and Scoping Meeting. No work shall be performed by CONSULTANT beyond the Draft PEIR stage until the City Planner has given written approval of the Draft PEIR and authorization to perform Finalization of Draft PEIR task.

2.3 Finalization of Draft PEIR. CONSULTANT shall perform all tasks (Tasks 12-17 of the Project Schedule) as directed by the City Planner within 90 calendar days of the submission of the Draft PEIR (Task 11). No work shall be performed by CONSULTANT beyond the Finalization of Draft PEIR stage until the City Planner has given authorization to perform Final PEIR Task.

2.4 Final PEIR. CONSULTANT shall prepare and deliver the Final PEIR to the City Planner within 35 calendar days of the City Planner's written authorization to perform Final PEIR.

2.5 Public Hearings. CONSULTANT shall attend the Public Hearings at the City Planner's authorization which will take place within a period of 20 calendar days. Each hearing will be scheduled by the City Planner's and attendance shall be at the City Planner's request.

2.6 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City Planner no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Planner shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.7 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

4.0 **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 Planner. 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.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Planner.

6.0 **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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 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.

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (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	$ 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.

7.2.1 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.

7.3 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized 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.

7.5 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.

7.6 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.

7.7 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 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.

7.8 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.

8.0 **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 One Million dollars ($1,000,000).

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

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of 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, expert fees, attorneys' 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 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.

10.0 **ERRORS AND OMISSIONS.** In the event that the City Planner determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, and environmental review expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

12.0 **OWNERSHIP OF DOCUMENTS.** All documents prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and

all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Planner. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $86,550.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Planner. CONSULTANT shall obtain approval by the City Planner prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the City Planner for verification of billings, within a reasonable time of the City Planner's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City Planner, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the Draft PEIR, partial payments shall not exceed $49,259.

13.4.2 Prior to CITY approval of the Revised Draft PEIR, partial payments shall not exceed $12,488.

13.4.3 Prior to CITY approval of the Final PEIR, partial payments shall not exceed $23,255.

13.4.4 Prior to CITY's authorization and conducting of all Public Hearings, partial payments shall not exceed $1,548.

13.4.5 Final payment shall be made to CONSULTANT upon CONSULTANT's final submission of the PEIR to the satisfaction of the City Planner.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **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.

17.0 **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.

18.0 **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.

19.0 **DISPUTE RESOLUTION.**

a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.

b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:	**TO CONSULTANT:**
Lonnie Thibodeaux Water Utilities Director 300 North Coast Highway Oceanside, CA 92054	Lee Sherwood RECON Environmental, Inc. 1927 Fifth Avenue San Diego, CA 92101

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

b. Three (3) working days following the deposit in the United States mail of

registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **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:

INTEGRATED WATER UTILITES MASTER PLAN - UPDATE EIR - 715.855530

RECON Environmental, Inc.

By: _____
Name/Title
Charles Bull, President

By: _____
Name/Title
Loretta Gross, Secretary

95-31-21299
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Notary Acknowledgment

Attention Notary – The information below is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

This certificate must be attached to the document described below:

Title or Type of Document PROFESSIONAL SERVICES AGREEMENT

Number of Pages 26 Date of Document MARCH 14, 2007

Signer(s) other than named below _____

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.

On MAY 8, 2007 before me, NANETTE C. LUKER, Notary Public, personally appeared CHARLES S BULL and LORETTA L. GROSS

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.

Signature (Seal)

NANETTE C. LUKER
COMM. #1714131
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
JANUARY 1, 2011

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Exhibit A

SCOPE OF WORK

Methodology

The following scope of work describes RECON's proposed methodology for preparing the EIR for the multiple planning documents. The general approach will be to combine the discussion of features, characteristics, and conditions common to all plans, and to separate the discussion where appropriate to a proper understanding of the implications of each Master Plan

Task 1 – Notice of Preparation (NOP)/Scoping Meeting

Consistent with CEQA Section 15082, RECON will prepare a NOP for distribution the Office of Planning and Research (OPR), responsible and trustee agencies and interested public. The NOP will include a description of the project based on information from the Master Plans. The NOP will include the project location on a USGS. topographical map as well as a list of probable environmental effects.

Reproducible copies of the NOP will be transmitted to the City for copying and distribution. RECON will maintain a file of all responses to the NOP in order to incorporate comments into the Draft EIR. We will attend a public scoping meeting on the NOP, if requested by the City.

Task 2 – Prepare Draft EIR

RECON will prepare a EIR for the water master plan; wastewater master plan; reclaimed water master plan, and water capacity management, operations and maintenance (CMOM) program in conformance with criteria, standards, and procedures of the City's policies and procedures for implementing the California Environmental Quality Act; the California Environmental Quality Act of 1970, as amended; the State CEQA Guidelines; and the regulations, requirements, and procedures of any other responsible public agency or any agency with jurisdiction by law. To meet the project schedule, the EIR will be similar in format and organization to the 1999 Final MEIR prepared by RECON for the City's Final Master EIR for the Water and Wastewater Master Plans. Components of the EIR will include a project description, including descriptions of components of the plans; relationship to other planning efforts in the area; and a statement of the objectives and purpose for each Master Plan will be provided. In addition, the EIR will include a list of responsible, trustee, or interested agencies and their required approvals, including any permits that may be needed in connection with various aspects of the IWUMP programs.

During preparation of the EIR, the RECON project manager will expend up to 44 hours to meet with City staff, the Citizen Advisory Committee (CAC) or other concerned parties designated by the City to discuss issues related to the EIR and its processing.

Task 3 – Environmental Setting and Impact Analysis

A. Environmental Setting

The Environmental Setting section will provide an overview of the local and regional environmental setting of the water, wastewater, and recycled water systems and will include generalized information (natural resources and land use) for the project study area. It is expected that because of the widespread nature of the systems, these descriptions will encompass the entire City of Oceanside but, in keeping with Section 15125 of the CEQA Guidelines, this section will focus on resources that may be affected by the project and will be no longer than is necessary for that purpose, from both a local and a regional perspective. Where appropriate, areas and resources outside the City (such as the ocean where affected by the outfall and service areas in other jurisdictions) will be included.

B. Project Description

RECON will review project information and prepare a project description for the EIR. In cooperation with City staff and the Master Plan preparers, identify existing facilities (including type, condition, capacities, locations, and other relevant characteristics) for all water, wastewater, and recycled water systems. Identify potential new facility locations that may involve undisturbed terrain or new visible structures. Obtain information on new facilities description, function, operational data, and capacities from City staff and the Master Plan preparers. Visit these sites with City staff and photograph, if required. As appropriate, obtain design criteria for new or expanded above-ground facilities and any construction practices that may be applicable. The project descriptions will include tables as appropriate to list proposed new facilities and their status in regard to environmental review in the EIR.

C. Executive Summary

The Executive Summary will summarize the contents of the EIR in no more than 10 pages of text. The summary will contain condensed project description, environmental setting, alternatives, and environmental analysis sections.

D. Environmental Impact Analysis

The environmental analysis section will identify each significant effect and mitigation measures, and will discuss areas of controversy known to the District and issues to be resolved, including the choice of alternatives and whether or how to mitigate significant effects. It is anticipated that a table listing each proposed subsequent facility, component, or project within the scope of the EIR will be developed and included.

1. Land Use

   a. Obtain information from the City and Master Plan preparers regarding existing and planned land uses within their boundaries. This information will be consistent with and will emphasize land use factors relevant to the Master Planning effort.

   b. Assess compatibility issues between the operation Master Plan facilities and nearby existing and planned residential, commercial, and institutional areas with references to other EIR issues (such as visual), as necessary. Include indirect beneficial effects resulting from more reliable water and wastewater service resulting from implementation of the Master Plans. Evaluate construction-related impacts to include any displacements, including agriculture and proximity effects, such as noise, dust, impaired access, and traffic congestion.

   c. Prepare the EIR sections evaluating the significance of the impact, discussing the potential and means for impact level reduction if possible, and recommending feasible mitigation if applicable. Mitigation could include restricted hours of construction and modified work areas and will be coordinated with applicable City policies and ordinances, such as the grading and noise ordinances.

2. Marine Environment

This section will apply only to impacts resulting from implementation of the Sewer Master Plan.

   a. Review secondary source information furnished by the City on the ocean outfall, including descriptions of the environment, effects of discharge, condition of the outfall, and sampling and testing data associated with National Pollutant Discharge Elimination System permitting and other environmental and permitting information as appropriate and available.
   b. Evaluate effects and subsequent project review requirements based on proposed CIP projects, such as treatment plant expansions or other effluent discharge, in light of permit and other regulatory requirements.
   c. Prepare EIR sections summarizing the information reviewed in the preceding tasks, identifying projects that could have an effect on marine environment issues, and discussing mitigation criteria and standards for subsequent review of such projects.

3. Noise

   a. In general terms, utilizing RECON's experience and secondary source information, describe the potential for noise generated during

construction (all facilities) and operation (e.g., pump stations) as it may affect sensitive receptors (e.g., residences, schools, parks) located near Master Planned facilities. This will include information RECON has developed as part of noise measurement studies performed for similar construction and operations, including pump stations and wastewater treatment plants.

b. Prepare the EIR sections discussing project effects, assessments of the significance of impacts, and applicable mitigation measures if needed. The evaluation of impacts shall be based on applicable City standards and ordinances.

4. Geology and Soils/Paleontology

a. Based on secondary source information and existing electronic files retained by RECON for the 1999 Final Master EIR which address the water and wastewater Master Plans, include a description of slope stability, faulting and seismicity, other geologic hazards, and soil excavation characteristics in the vicinity of Master Planned facilities. Also, describe the significance of potential wind and water erosion during construction grading. Identify potential fossiliferous geological formations and assess the potential for a significant effect on paleontological resources.

b. Prepare the EIR sections consisting of a description of project effects, an assessment of potentially significant impacts if any, and mitigation recommendations. Identify in generic terms possible mitigation for geologic hazards and site constraints. It is assumed that future construction projects would receive appropriate geotechnical investigations.

5. Biology

RECON will review all existing documentation prepared for the 1999 MEIR. We anticipate some savings in time for technical review due to our existing knowledge of issues and access to previously prepared maps and technical studies. Focused efforts include:

a. Conduct a search of the records of the CDFG Natural Diversity Database to determine which sensitive species have been reported from the project vicinity.

b. Review aerial photographs of the City, assess the general impact of Master Plan facility construction on biological resources reported to be in the area or observed on the aerial photographs, concentrating on sensitive vegetation communities (wetlands, coastal sage scrub, riparian woodlands, chaparral) and endangered, threatened, and other sensitive wildlife species known to occupy those communities. This assessment will be compared to previous work completed for the 1999 MEIR and will focus on impacts to undisturbed uplands and pipeline stream crossings not in existing roadway corridors.

c. Conduct a brief field review of potential project sites to verify and supplement secondary sources.

d. Review the most current version of the Multiple Habitat Conservation Program (MHCP) to ascertain its relationship to and implications for the components of the Master Plans. Assess Master Plan components in light of regional habitat conservation planning.

e. Prepare/update the EIR sections evaluating the significance of the impact, discussing the potential and means for impact level reduction if possible, and recommending feasible mitigation. In general, mitigation will be achieved through resource agency permit processes and revegetation measures with monitoring during applications for specific facilities. The EIR sections will contain a discussion of the relationship of the Master Plan's components to regional conservation planning and will relate them to relevant biological opinions and permitting from the USFWS and other resource agencies. Mitigation criteria will be established for the review of subsequent projects based on recent experience and accepted practices.

6. Cultural Resources/Paleontology

a. Review known historic and prehistoric sites in the City of Oceanside, based on RECON's experience and knowledge and secondary sources. No formal record search is proposed in the interests of cost efficiency and the avoidance of data obsolescence.

b. Based on the preceding review, evaluate the potential for impacts to known cultural resources sites from construction of the Water, Sewer, and Recycled Water Master Plan facilities.

c. Prepare an EIR section presenting an oversight of Oceanside's known historic and prehistoric resources, evaluating the significance of potential impacts, discussing the potential and means for impact reduction, and

recommending feasible mitigation if applicable. Typically, mitigation can be achieved at the specific project stage through facilities design to avoid known resources; through field survey, testing, and data recovery procedures; and by construction monitoring. Record searches will be deferred to specific project review.

d. Based on information included in the 1999 MEIR for the water and wastewater Master Plans, there is a potential for significant paleontological resources in the study area. The EIR will be updated to include the general discussion of paleontological resources from the 1999 MEIR. Mitigation measures identified in that document will be brought forward, as appropriate.

7. Aesthetics/Visual/Landform Alteration

a. Provide a discussion of the existing and future visual environment for the facilities identified in the Master Plans. Assess the short-term construction impacts from site grading (reservoirs), any effects to unique geologic or physical landscape features, and removal of mature vegetation. Also, evaluate the long-term visual aesthetic effects of new or enlarged above-ground Master Planned facilities (reservoirs and pump stations).

b. Prepare the EIR sections consisting of a description of project effects, an assessment of significant impacts, if any, and mitigation recommendations if needed. Revegetation and restoration of landscaped areas to their original condition will be the principal construction mitigation measure, while aesthetic treatments and landscape screening will be the primary long-term mitigation.

8. Parking /Circulation

a. Based on secondary source information, in general terms, evaluate the short-term effects to parking and circulation from construction hazards and hindrance of emergency vehicle access along public rights of way.

b. In coordination with City staff, evaluate the potential for components of the Master Plans to affect traffic on local streets, assess likely detours and disruptions of local traffic patterns, and develop appropriate mitigation recommendations based on City standards and policies.

c. Prepare an EIR section discussing project effects, an assessment of the significance of impacts, and applicable mitigation measures. Standard

design measures and engineering and construction practices should adequately mitigate any potential public safety effects.

9. Air Quality Odor

a. Using standard secondary sources, assess the potential of the proposed project's short-term and long-term effects on air quality in the region. The potential impacts of air emissions from project-associated mobile and stationary sources and from construction will be evaluated and compared to existing state and federal standards and to regional air quality attainment plans.

b. Prepare an EIR section discussing the project's potential impacts. Significance of impacts and mitigation will be related to regional air quality control strategies. It is anticipated that in most cases, adherence to Air Pollution Control District rules and regulations will mitigate possible adverse impacts.

c. Discuss the potential for significant short-term or long-term impacts resulting from odor (the primary source considered will be from wastewater treatment facilities). The discussion will rely on RECON's previous documentation performed for the San Luis Rey Wastewater Treatment Plant, as appropriate and reviewed pursuant to regulatory standards.

10. Recreation

a. Discuss potential for significant long-term impacts on recreation with selected replacement of potable water for irrigation with use of recycled water on golf courses, etc.

b. Discuss temporary impacts from installation of distribution infrastructure.

11. Hazardous Material Exposure

a. Based on secondary source information, in general terms, discuss the potential for hazardous material exposure during pipeline trenching and other excavation activities.

b. Based on information provided by the City, provide a general discussion of short-term and long-term potential for exposure to hazardous

materials due to expansion and operation of water, wastewater and recycled water facilities.

12. Hydrology/Water Quality

a. Discuss the potential for significant short-term and long-term water quality impacts to the Pacific Ocean, San Luis Rey River, Loma Alta Creek, and additional tributaries and drainages throughout the project study area from proposed construction and operation of new or expanded facilities.

b. Discussion of the project's potential impacts to existing hydrology and water quality in the service area will be provided. The discussion will include an update on the City's regional water quality efforts, including implementation of the Standard Urban Stormwater Mitigation Plan (SUSMP), and Best Management Practices to minimize or avoid impacts. It is anticipated that adherence to the Regional Water Quality Control Board (RWQCB) order and regulations will mitigate possible adverse impacts.

E. Effects Found Not to Be Significant

In a brief, separate discussion for each topic, discuss (1) why a topic is either not applicable to each Master Plan or (2) reasons or verification for a conclusion that there will be no significant impacts. This section of the EIR will be based on the IS.

F. Findings and Statement of Overriding Considerations

Based on the conclusions in the Draft EIR, prepare preliminary candidate environmental Findings, including a Draft Statement of Overriding Considerations, if needed, and submit to the City for review. Findings preparation will be guided by section 15091(a) of the State CEQA Guidelines which states:

No public agency shall approve or carry out a project for which an EIR has been completed, which identifies one or more significant environmental effects of the project, unless the public agency makes one or more written Findings for each of these significant effects, accompanied by a brief explanation of the rationale for each finding.

The format used by RECON for the preparation of Findings strictly follows the requirements and outline of Section 21081 of the California Public Resources Code and Sections 15091 and 15092 of the California Administrative Code. The process is an interactive one between City staff and RECON and must take into consideration concerns addressed as part of the public review period.

The Findings will be prepared in three sections: (1) those environmental effects of the project which will be mitigated by measures incorporated into the project; (2) those impacts which are within the jurisdiction of another agency; and (3) those impacts which for social, economic, or other considerations make mitigation measures infeasible. If significant unmitigated impacts are identified, RECON will prepare the statement of Overriding Considerations, taking into consideration and relying on existing City policies to the extent feasible. Subsequent to City review, RECON will prepare one set of minor revisions to the findings based on staff comments.

Task 4 – Mitigation Measures and Mitigation Monitoring and Reporting Program

The mitigation section for each topic addressed will identify those Master Plan measures that should be considered when subsequent projects receive environmental review, and to apply mitigation criteria to guide future studies that will be identified for subsequent review. The goal of this approach is to minimize subsequent review through future project compliance with these mitigation measures. For each measure, a determination will be made as to the level of significance achieved after implementation.

For all mitigation measures recommended in each EIR, prepare a mitigation monitoring and reporting program consistent with the requirements of CEQA Section 21081.6. Mitigation will be developed in such a way as to facilitate monitoring and reporting, utilizing the standard regulatory functions of the City and other agencies as much as possible. Because a EIR is proposed, the mitigation monitoring and reporting program will concentrate on the process of assuring that mitigation programs are implemented according to EIR criteria for subsequent projects, rather concentrating on specific measures applicable in detail to particular projects. The programs will identify the impact and mitigation for it, as well as the party responsible for monitoring and reporting, the responsible party for assuring monitoring or reporting is accomplished, and the checkpoints in project development at which mitigation will be implemented. Submit the two mitigation and monitoring programs to the City for review and approval.

Task 5 – CEQA-Required Impact Analysis

The following additional required sections will be addressed.

A. Significant Irreversible Environmental Changes

This section will discuss in general terms uses of nonrenewable resources during the initial (construction) and continued (operation) phases of the project and the associated commitment of future generations to similar uses. The potential for irreversible damage from environmental accidents will also be discussed. The section will evaluate the irretrievable commitment of resources to assure that current consumption is justified.

B. Unavoidable Significant Environmental Impacts

This section will list all significant impacts identified in each EIR, including those which can be mitigated but not reduced to a level below significance. If any impacts cannot be avoided without imposing an alternative design, their implications and the reasons the project is being proposed, notwithstanding their effect, will be described.

C. Project Alternatives

The project alternatives section will discuss up to two project alternatives to the Master Plans, including the CEQA-required No Project alternative and a Reduced Project Alternative. The Reduced Project Alternative will concentrate on defining features of the project which could potentially avoid, reduce, or alleviate adverse environmental effects of particular components of each plan. The discussion will include focus on the sizing and location of components as they relate to land use. It is likely that no overall alternative to the Master Plans will be developed; but any alternatives considered by the City and preparers of the Master Plans will be discussed and their environmental advantages, if any, evaluated. Feasibility and potential impacts of such alternatives, compatibility with proposed or existing projects, cost effectiveness, possible future options, and reasons for rejecting the alternative will be discussed.

D. Cumulative and Growth-Inducing Impacts

This section will discuss potential significant cumulative effects of related projects and possible future additional projects in the context of the Water and Sewer Master Plans. The possible ways the project could encourage or accommodate growth directly or indirectly will also be discussed along with potential impacts on resources and consistency with regional and local planning.

E. Reference Sections

Consistent with CEQA requirements, sections listing the preparers of the EIRs, references cited, agencies, organizations, and individuals consulted will be included in each EIR.

F. Policy Consistency

Discussion will be included to address consistency of the Master Plans with adopted plans and policies of the City, including the General Plan, habitat conservation planning efforts, the Basin Plan and other applicable plans. RECON will coordinate with City Planning Department staff to ensure that all applicable plans are considered.

Task 6 – Printing and Distribution of Copies of the Screencheck, Draft and Final EIRs

Screencheck Draft EIR: Although not requested, RECON will provide up to five (5) copies of the screencheck Draft EIR and appendices to City staff for review and comment.

Revisions: Revisions to the Draft EIR will be based on one set of consolidated comments from the City following its review of the screencheck Draft EIR. RECON will meet with City staff to receive comments and expend up to 40 hours making one set of agreed-upon revisions, and check revisions by telephone or fax with City staff.

Public Review: RECON will produce one (1) unbound copy, forty (40) bound copies of the screencheck Draft EIR and thirty (30) bound copies of appendices, and two (2) CDs of the Draft EIR which will be submitted to the City for distribution to commence the 45-day public review period.

Response to Comments: Meet with District staff to discuss preliminary responses to comments. Expend up to 40 hours to prepare responses to comments received on the Draft EIR, in cooperation with City staff. Submit five copies of each set of draft responses to the City.

Expend up to eight hours to prepare one set of revisions to the responses to comments for each EIR based on the City's review of the draft responses and transmittal of comments by fax or telephone.

FEIR: Produce the Final EIR including Draft EIR text revisions and comments and responses. Separately produce the findings, mitigation monitoring and reporting program, and findings if applicable.

RECON will produce one (1) unbound copy, twenty five (25) bound copies of the FEIR and fifteen (15) copies of the appendices and two (copies on CD) of the Draft EIR. Copies will be provided to the City for distribution.

Format: Document format will be as requested and shall be technically accurate. Technical studies shall be provided in an 8.5" by 11" three-ring binder format. All documentation submitted to the City on CD or the equivalent shall be formatted for both Microsoft Word (latest City version), and Adobe Acrobat PDF. RECON will emphasize use of visual presentations, including maps, graphics, tables and matrices. RECON's GIS staff will coordinate with the City Water Utilities Department to produce maps for inclusion in the EIR and technical studies.

Monthly Status Reports: Status reports will be submitted monthly to the Planning Director.

Task 7 – Approval Hearings for Adoption of Final EIR

Approval Hearings: Up to four hours will be provided for the RECON project manager to attend one (1) hearing to present the EIR Findings to the Utilities Commission.

City Council: Up to four hours will be provided for the RECON project manager to attend one (1) hearing before the Council to present the EIR Findings.

Task 8 – Assistance with Notice of Completion

Consultant, in conjunction with City staff, will prepare the Notice of Completion (NOC) and the Notice of Determination (NOD) for the Draft EIR and will be responsible for distributing the NOC to the appropriate agencies and/or staff.

Task 9 - Coordination with Other Agencies

Consultant will consult and coordinate with and file all necessary documentation with all appropriate governmental agencies at federal, state, regional, and local levels as deemed pertinent to the preparation of the IWUMP EIR.

Cost

RECON's cost breakdown in accordance with the RFP is shown on Table 1. The estimate total project budget is $86,550.

Table 1
Cost Estimate

Hours	Senior	Associate	Production	Graphics	Total Hours
Draft EIR and NOP	60	328	19	26	433
Revised draft EIR	8	44	10	10	72
Final EIR	40	92	38	8	178
Meetings					
Utilities Commission (1)	4				4
City Council (1)	4				4
Public Scoping for NOP (1)	6				6
City Staff (6-7)	34				34
CAC Workshop (1)	4				4
Total Hours	160	464	67	44	735

Cost	Senior	Associate	Production	Grapahics	Total Cost
Rate	*129*	*105*	*62*	*69*	
Draft EIR and NOP	7,740	34,440	1,178	1,794	$ 45,152
Revised draft EIR	1,032	4,620	620	690	6,962
Final EIR	5,160	9,660	2,356	552	17,728
Meetings					
Utilities Commission (1)	516				516
City Council (1)	516				516
Public Scoping for NOP (1)	774				774
City Staff (6-7)	4,386				4,386
CAC Workshop (1)	516				516
Total Labor Cost	20,640	48,720	4,154	3,036	76,550
Expenses					10,000
Total Labor and Expenses					$ 86,550