

STAFF REPORT



ITEM NO. **20**
CITY OF OCEANSIDE

DATE: June 7, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT AND BUDGET APPROPRIATION RELATED TO THE GALLANT/CASSIN GENERAL PLAN AMENDMENT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$75,380 with Affinis Environmental Services, of El Cajon, for environmental, land use and zoning change services for the Gallant/Cassin General Plan and Zoning Amendment; authorize the City Manager to execute the document; and approve a budget appropriation in the amount of \$100,410 from the San Luis Rey River Major Water Course account to the Planning Division Gallant/Cassin GPA account to fund the contract amount and Planning Division fees.

BACKGROUND

In the mid-1980s through mid-1990s the City was acquiring properties and interests therein for the San Luis Rey River Flood Control Project in the easterly reaches of the narrows and the then-Cassin Bridge area of the River. Because of the nature of some of the transactions the City would purchase the necessary land outright or exchange adjacent City-owned and/or private lands for property needed for the project or a combination of both cash and exchange of land.

The transaction involving the Gallant, Cassin and Prince of Peace Abbey ("Abbey") properties was that of partial cash and exchange of properties. Gallant in particular involved an assemblage of portions of Cassin's, Abbey and City properties. Because the Flood Control Project required the taking of a major portion of Gallant's salvage yard, the City acquired adjoining portions of Cassin's and the Abbey's property to cut back the southerly facing slope below the Abbey and graded out a newly configured yard/pad for Gallant's business operations.

To offset the loss of Cassin's property to assemble with Gallant's property, the City exchanged a portion of its property between Cassin's property and the levee road. The Abbey opted for cash and the exchange of City land for its participation in the transaction.

After the final assemblage of property for Gallant and the exchange of various pieces of land with the Abbey, all the parties entered into a Certificate of Compliance for Property Line Adjustment, i.e., PLA-03-95, which was filed with the County Recorder as Document No. 1995-0290605. However, no action was taken at that time with regard to the underlying land uses and zoning.

In mid-2005 Gallant became aware that his property contained different land use and zoning designations and approached the City about correcting the situation. On October 5, 2005, the City Council was apprised of the situation and the circumstances that led to it and authorized/directed staff to retain a planning/environmental firm to assist in the preparation of a General Plan Amendment and Zone Change (collectively the "GPA") from the current IG (General Industrial), PS (Public/Semipublic Institutional) and OS (Open Space) to all IG to conform with the uses on the property.

ANALYSIS

Realizing that the Cassin property was in the same situation of having different land use and zoning designations, i.e., IG and OS, staff solicited written proposals from three firms to assist with the preparation of the GPA for both the Gallant and Cassin properties. Affinis Environmental Services, of El Cajon, proposed a price of \$75,380 and the proposal from EDAW, of San Diego, came in at \$170,600. The third firm, RBF, of Irvine, was non-responsive with regards to the scope of work.

The proposed project is a land use and zoning change, without any specific on-the-ground projects. As stated earlier, the Gallant property is presently designated as IG, PS and OS, and the Cassin property is designated IG and OS. The project will be to change these designations to all IG, to conform to the uses on the properties. Affinis, together with its project team of Henthorn & Associates, Buccola Engineering, and Investigative Science and Engineering (the "Project Team"), will complete the project in all particulars within the timing requirements set forth in Section 2 of the proposed Professional Services Agreement ("PSA"), including but not limited to, preparation of all studies, evaluations, assessments, investigations, reports, applications, and participation in meetings and hearings. In the event that any member of the Project Team is separated or severs itself from the project, Affinis shall confer with City staff in the selection of a replacement subcontractor. A detailed scope of work is attached as Exhibit "A" to the PSA.

The services to be performed by Affinis shall consist of, but not be limited to, the following:

- Work closely with the City Planner in performing work in order to receive clarification as to the result that the City expects to be accomplished.
- 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 project.
- Analyze potential environmental impacts of the project; prepare and submit all reports, studies or documents for the project as described in the scope of work, and in the time and manner set forth in the PSA.
- Assist in organizing and participate in meetings and hearings related to the project.

The City shall perform the following services:

- Provide access to and furnish one copy of drawings and reports requested, provided such drawings and reports are in the actual possession of the City.
- Obtain all necessary permits from other regulatory agencies and other departments. Affinis shall participate in the completion of such forms but the City will submit them and pay any applicable fees.
- Provide all legal advertising, mailings and postings required.
- Prepare agenda reports for Planning Commission and City Council meetings and hearings.
- Provide overall Project management.

FISCAL IMPACT

A budget appropriation in the amount of \$100,410 from the San Luis Rey River Major Water Course Fund Balance (510.3301) to the Planning-Administration Account will be necessary to fund the Gallant/Cassin GPA project. As of May 1, 2006, the remaining balance in the San Luis Rey River Major Water Course Fund is \$3,654,786.

INSURANCE REQUIREMENTS

The City's standard insurance coverage requirements will be maintained by Affinis through the term of the contract.

COMMISSION OR COMMITTEE REPORT

Does not apply.

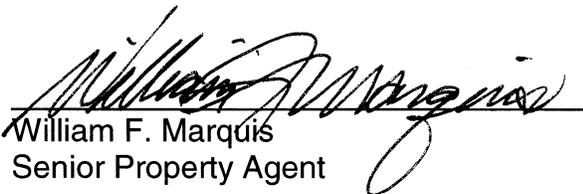
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$75,380 with Affinis Environmental Services, of El Cajon, for environmental, land use and zoning change services for the Gallant/Cassin General Plan and Zoning Amendment; authorize the City Manager to execute the document; and approve a budget appropriation in the amount of \$100,410 from the San Luis Rey River Major Water Course account to the Planning-Administration Account to fund the contract amount and Planning Department fees.

PREPARED BY:


William F. Marquis
Senior Property Agent

SUBMITTED BY:


Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Peter A. Weiss, Public Works Director

Douglas E. Eddow, Real Property Manager



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CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and AFFINIS ENVIRONMENTAL SERVICES, hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional services from an independent contractor for the above named Project.
- B. CONSULTANT has submitted a proposal to provide planning 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. **SCOPE OF WORK.** The Project is more particularly described as follows: The project is a land use and zoning change, without any specific on-the-ground projects. The Gallant property is presently designated as IG, PS and OS, and the Cassin property is designated IG and OS. The Project will be to change these designations to all IG, to conform to the uses on the properties (the "Project"). CONSULTANT, together with its project team of Henthorn & Associates, Buccola Engineering, and Investigative Science and Engineering (the "Project Team"), will complete the Project in all particulars within the Timing Requirements set forth in Section 2, below, including but not limited to, preparation of all studies, evaluations, assessments, investigations, reports, applications, and participation in meetings and hearings. In the event that any member of the Project Team is separated or severs itself from the Project, CONSULTANT shall confer with CITY in the selection of a replacement subcontractor. The detailed Scope of Work is attached as Exhibit "A," and incorporated herein by this reference.

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 City Community Development and Transportation Director in performing work in accordance with this Agreement in order to receive clarification as to the result that the CITY expects to be accomplished by CONSULTANT. The City Community Development and Transportation Director, under the authority of the City Manager, shall be the

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CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Community Development and Transportation Director may delegate authority in connection with this Agreement to the City Community Development and Transportation Director's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the City Community Development and Transportation Director delegates authority to Jerry Hittleman, Acting City Planner.

1.1.2 In compliance with Government Code section 7550, the CONSULTANT has included a separate section in the proposal, prepared pursuant to CITY's Request for Proposals resulting in 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 Project.

1.1.4 Analyze potential environmental impacts of the Project; prepare and submit to the City Community Development and Transportation Director all reports, studies or documents for the Project as described in the Scope of Work, and in the time and manner set forth in this Agreement.

1.1.5 Assist in organizing and participate in meetings and hearings related to the Project.

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

1.2.1 Provide access to and furnish one copy of drawings and reports requested, provided such drawings and reports are in the actual possession of CITY.

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 any applicable fees.

1.2.3 Provide all legal advertising, mailings and postings required.

1.2.4 Prepare agenda reports for Planning Commission and City Council meetings and hearings.

1.2.5 Provide overall Project management.

2. TIMING REQUIREMENTS

2.1 Time is of the essence in the performance of work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing by CITY and CONSULTANT. 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.

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2.2 CONSULTANT shall prepare and deliver the Project to CITY in accordance with this Professional Services Agreement and in the timeframes set forth in the Scope of Work, Exhibit "A."

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

2.4 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. **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 Community Development and Transportation Director. 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 the Project, and all shall be subject to the approval of the CITY.

4. **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 Community Development and Transportation Director.

5. **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 6.3 through 6.8 of this Agreement.

6. **LIABILITY INSURANCE.**

6.1 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.

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

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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

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

6.2.2 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 Community Development and Transportation Director promptly of all losses or claims over \$25,000 resulting from work performed under this Agreement, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT's work.

6.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside, its officers, agents and employees, 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.

6.4 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.

6.5 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.

6.6 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.

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6.7 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.

6.8 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.

7. **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 Five Hundred Thousand dollars (\$ 500,000).

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

8. **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 property or persons (including death) 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, 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.

9. **ERRORS AND OMISSIONS.** In the event that the City Community Development and Transportation Director 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 planning, construction and/or restoration expense. Nothing herein is intended to limit CITY's rights under Sections 6, 7 or 8, herein.

10. **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

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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 8, above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

11. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other 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.

12. **COMPENSATION.**

12.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the compensation schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference. No changes to the compensation schedule shall be made during the term of this Agreement without prior written approval of the City Community Development and Transportation Director. CONSULTANT's compensation for all work performed in accordance with this Agreement shall not exceed the amount of **Seventy-five Thousand Three Hundred Eighty Dollars (\$75,380.00)** (the "Total Contract Price").

No work shall be performed by CONSULTANT in excess of the Total Contract Price without prior written approval of the City Community Development and Transportation Director. CONSULTANT shall obtain approval by the City Community Development and Transportation Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 12.2.2.

12.2 CONSULTANT shall maintain accounting records including the following information:

12.2.1 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.

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

12.3 CONSULTANT's accounting records shall be made available to the City Community Development and Transportation Director for verification of billings, within a reasonable time of the City Community Development and Transportation Director's request for inspection.

12.4 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

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invoice, subject to the approval of the City Community Development and Transportation Director.

13. **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 12. The CITY shall be required to compensate CONSULTANT only for work performed on the Project in accordance with this Agreement, up to and including the date of termination.

14. **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, voluntarily or involuntarily, 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.

15. **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.

16. **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.

17. **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.

18. **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.

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

19. **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:

City of Oceanside
Attn: Community Development
and Transportation Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Affinis Environmental Services
Attn: Michael Busdosh
847 Jamacha Road
El Cajon, CA 92019-3206

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, or to such subsequent address as notified by either party to the other party.

20. **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.

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[SIGNATURES OF NEXT PAGE]

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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:

CONSULTANT
Affinis Environmental Services

CITY
City of Oceanside

Dated: 4-25-06

By: Marcia Gross
Name/Title Marcia Gross
Corporation Vice President

By: _____
Steven R. Jepsen, City Manager

By: M Busdash
Name/Title Mickael Busdash
Corporation CFO
33-0581381

APPROVED AS TO FORM:

Barbara Hamilton, ASSISTANT
City Attorney

Employer ID No.

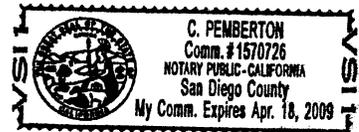
NOTARY ACKNOWLEDGMENTS OF CONSULTANT SIGNATURE(S) MUST BE ATTACHED

NORTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)^{SS}

On April 25, 2006 before me, a
Notary public in and for said State, personally appeared

Maccia 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 entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

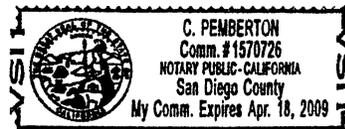
Signature [Handwritten Signature]

(This area for official notary seal)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)^{SS}

On April 25, 2006 before me, a
Notary public in and for said State, personally appeared

Michael Busdash
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 entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(This area for official notary seal)

EXHIBIT "A"

SCOPE OF WORK

A. Draft Environmental Impact Report ("DEIR")

The DEIR shall contain the following elements:

1. **Project Scoping.** CONSULTANT shall conduct a public outreach for early consultation ("Project Scoping") to identify the range of actions, alternatives, mitigation measures, and significant effects to be analyzed in depth in the Environmental Impact Report ("EIR") and elimination of other issues from detailed studies. CONSULTANT shall assist CITY staff in noticing the public regarding the date, time, and place of the Project Scoping meeting(s) and assure that all comments and concerns are collected, documented and analyzed, in accordance with California Environmental Quality Act ("CEQA") Guidelines §15083.
2. **Notice of Preparation and Initial Study.** CONSULTANT shall prepare the Notice of Preparation ("NOP") and the Initial Study in accordance with CEQA Guidelines §§15082 and 15365.
3. **EIR Analysis.** The EIR shall contain an introduction, explaining the EIR process, a brief Project description, and a history of the actions taken in accordance with CEQA Guidelines (e.g., the scoping meeting(s), public noticing, NOP, and preparation of the Initial Study, information to the public on how to provide written comments on the DEIR, and a description of current environmental settings and a detailed Project description in accordance with CEQA Guidelines §§15124 and 15125.

The list of issues to be analyzed in the DEIR will be identified through the Project Scoping process and preparation of the NOP. However, the following issues shall be included in the EIR, unless otherwise directed, in writing, by the City Community Development and Transportation Director or designee:

- a. **Land Use and Planning.** CONSULTANT shall describe the existing uses and designations, the history of their evolution, and the ramifications of changes to designations.
- b. **Drainage/Hydrology/Water Quality.** A general section on water quality shall be included in the EIR, noting City and other agency requirements for any future specific project.
- c. **Noise.** The EIR analysis shall include an assessment of the existing noise environment, assessment of probable noise environment with the proposed Project, and an assessment of the probable noise environment with land uses confined to the existing zoning lines. Appropriate mitigation measures shall be identified for the overall type of zoning.

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- d. **Biological Resources.** The EIR analysis prepared by the CONSULTANT shall include a review of prior biological resource reports previously prepared on the property, conduction of an updated field survey, and provide a summary report. The report shall address compatibility with the CITY's draft Subarea Plan and discuss existing and potential impacts/effects of noise generation of the existing facilities and generally discuss the potential of other industrial uses.
- e. **Aesthetics.** The EIR shall discuss visual quality in terms of what views are present now, and from what public vantage points, and those of probable visual content of alternatives.
- f. **Cumulative Impacts.** The EIR shall include an analysis of cumulative impacts in accordance with CEQA Guidelines §15130. CONSULTANT shall consult with CITY staff to compile a list of other proposed or reasonably foreseen projects in the vicinity to include in the cumulative impacts analysis.
- g. **Alternatives.** The EIR shall contain an analysis of alternatives in accordance with CEQA Guidelines §15126.6. CONSULTANT shall consult with CITY staff to define the alternatives to be analyzed in the DEIR.

B. Final Environmental Impact Report ("FEIR")

The FEIR shall contain the following elements:

1. **Response to Comments.** CONSULTANT shall provide written responses to all written comments received during public review that relate to the DEIR's discussion of significant environmental effects of the Project in accordance with CEQA Guidelines §15088. CONSULTANT shall conduct any additional research required to adequately respond to the comments and include all pertinent data with the written response.
2. **Candidate Findings.** If one or more significant environmental effects are identified in the DEIR, one or more written findings for each of those significant effects must be made, including a brief rationale for each finding. The findings may include changes or alterations which have been incorporated into the Project to lessen the impact; changes or alterations which are within the responsibility or jurisdiction of another public agency; or specific economic, legal, or other considerations which make the mitigation measures infeasible (CEQA Guidelines §15091). Should any significant and unmitigable measures be identified, a Statement of Overriding Considerations will be required. The draft findings prepared by CONSULTANT shall be reviewed by CITY's Counsel prior to being finalized.
3. **Mitigation, Monitoring, and Reporting Program ("MMRP").** The MMRP shall be prepared in tabular/checklist form, shall list all significant impacts, the corresponding mitigation measure, time frame for implementation of those measures, and the person/entity responsible for ensuring the implementation.

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- 4. Final Documentation.** Any additional final documentation, such as modifications to any language in the DEIR, shall be included in a separate chapter of the FEIR.

C. Public Hearings and Approvals

- 1. Hearings.** Upon completion of the FEIR, the document shall be presented to the CITY's Planning Commission and City Council for consideration, approval and certification. CONSULTANT shall attend such meeting and hearing and assist CITY staff on any technical items regarding the FEIR and the EIR process undertaken for the Project.
- 2. Notice of Determination.** CONSULTANT shall assist CITY staff with the preparation of the Notice of Determination for filing in accordance with CEQA Guidelines §15094.

D. Performance Timeline

Pursuant to Section 2 of this Agreement the timeframes for completion of the work related to the Project shall be as follows:

Duration	Task
0	Issuance of Notice to Proceed by CITY to CONSULTANT
4 weeks	Scoping meeting(s), issuance of the NOP, and preparation of the Initial Study
4 weeks	Submittal of technical studies for CITY's review; Begin to assemble portions of screencheck DEIR not dependent on technical studies by CONSULTANT
4 weeks*	CITY review of technical studies; CONSULTANT continue with portions of screencheck DEIR not dependent on technical studies
2 weeks	CONSULTANT modifications to technical studies per CITY comments
2 weeks*	CITY review of modified technical studies
4 weeks	CONSULTANT preparation of screencheck DEIR
4 weeks*	CITY review of screencheck DEIR
3 weeks	CONSULTANT incorporation of comments to screencheck DEIR
2 weeks*	CITY's second review of screencheck DEIR
2 weeks	CONSULTANT preparation of public review DEIR

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D. Performance Timeline (continued)

Duration	Task
8 weeks	DEIR public review, receipt of Comments; CONSULTANT preparation and CITY review of MMRP; CONSULTANT prepare draft Findings (if needed) for CITY review
2 weeks	CONSULTANT preparation of draft Responses to Comments
2 weeks*	CITY review of draft Responses to Comments
2 weeks	CONSULTANT preparation of FEIR
3 weeks*	CITY conduct Planning Commission Hearing
3 weeks*	CITY conduct City Council Hearing; filing of Notice of Determination
45 – 49 weeks	Total Elapsed Time

Note: Time estimates for Tasks largely outside the control of CONSULTANT are accompanied by an *

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EXHIBIT "B"

Compensation Schedule

In accordance with Section 12 of this Agreement CONSULTANT shall be compensated for the work performed under this Agreement as follows:

Preparation of DEIR¹

Labor	\$25,720	
Materials	1,000	
Copies (Estimate) ²	4,800	
<i>Subtotal</i>		\$31,520

Preparation of FEIR¹

Labor	\$14,240	
Copies (Estimate) ²	2,500	
<i>Subtotal</i>		\$16,740

Meetings \$3,220

Total **\$51,480**

Technical Studies and Efforts¹

Biological Resources	\$7,300	
Noise (Subcontractor) ²	6,500	
Planning, Scoping (Subcontractor) ²	10,100	
<i>Subtotal</i>		\$23,900

Total Contract Price **\$75,380**

¹ If some issues are over-scoped, CONSULTANT and its subcontractors shall meet with CITY staff to adjust costs, if needed.

² Copy costs are estimated based on recent per-copy costs for projects of similar scope and size. All copy costs and subcontractor costs are billed at cost with no pass-through.