

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees
Consent

FROM: Dr. Douglas Treadway

DATE: July 13, 2005

SUBJECT: Approval of Contract with Jerry E. Haag, Urban Planner

Jerry E. Haag, Urban Planner is proposing services to provide environmental clearances for the construction of a new student support services building located on the south of the main campus complex (on existing Building 7 site).

The original structure included in the District's Master Plan and EIR (Environmental Impact Report) of 1994 had the building located between Building 1 and the Palm Bosque area.

To ensure consistency with CEQA (California Environmental Quality Act), a new environmental document must be prepared for this new location.

Jerry Haag proposes to complete the scope of work for a sum of \$9,980, which includes professional labor, preparation of report graphics and printing cost.

RECOMMENDATION

The President/Superintendent recommends the Board of Trustees approve the contract with Jerry Haag for Environmental Clearances for the Student Support Services Building for a sum of \$9,980.

AGREEMENT FOR CONSULTANT SERVICES

Environmental Clearances Report

Contract Number: 206-0705-001

This Agreement for Consultant Services ("Agreement") is entered into this 13th day of July, 2005 by and between Ohlone Community College District ("District") and **Jerry Haag, Urban Planner, 2029 University Avenue, Berkeley, CA 94704**. This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly identified and described in Addendum No. 1 to this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein and in Addendum No. 1; if any portion of the Consultant Services require, by applicable law, rule or regulation, that Consultant be licensed to provide the Consultant Services, Consultant is and will be properly licensed at all times while providing such Consultant Services.

WHEREAS, on or about June 22, 2005, the Consultant submitted a Proposal ("the Proposal") which is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1 CONSULTANT SERVICES

- 1.1 **Scope of Consultant Services.** The Consultant Services are those set forth in Addendum No. 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Except as set forth in this Agreement or Addendum No. 1, the Consultant shall provide all materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.
- 1.2 **Additional Consultant Services.** Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in Addendum No. 1 by written notice to the Consultant. If Additional Consultant

Services are authorized by the District, which do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

- 1.3 **Consultant Standard of Care.** The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services or authorized Additional Consultant Services in an untimely manner.
- 1.4 **Consultant as Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement and Addendum No. 1 hereto set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The basis of the District's payment of the Contract Price for the Consultant Services shall be in accordance with Addendum No. 1. Except for allowable Reimbursable Expenses, if any, pursuant to Addendum No. 1, the Contract Price set forth in Addendum No. 1 for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Santa Clara, San Mateo, San Francisco, Contra Costa and Alameda**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.
- 2.2 **Additional Consultant Services.** If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Exhibit A to this Agreement.
- 2.3 **Reimbursable Expenses.** The extent to which any expenses are set forth in Addendum No. 1 as allowable Reimbursable Expenses, the Consultant will be paid the direct actual costs (including credits for trade discounts) of the allowable Reimbursable Expense.
- 2.4 **Consultant Billings for Payment of Contract Price.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior

month. Consultant's billings shall be in such form and format as may be reasonably requested by District.

- 2.5 **District Payment of Contract Price.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.
- 2.6 **Consultant's Payments.** The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant.

3 **INSURANCE; INDEMNITY**

- 3.1 **Consultant Insurance.** At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in Addendum No. 1 to this Agreement.
- 3.2 **Workers Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 3.3 **Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (a) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (b) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (c) claims for damages insured by usual personal injury liability coverage; (d) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (e) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (f) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.
- 3.4 **Professional Liability Insurance.** If required by Addendum No. 1 to this Agreement, the professional liability insurance shall cover liabilities arising out of the performance of services under this Agreement.
- 3.5 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts

required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.6 **District General Liability Insurance.** The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.7 **Indemnity.**

3.7.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or wilful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

3.7.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 **TERMINATION; SUSPENSION**

4.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other

costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.

- 4.2 **District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District shall suspend Consultant Services for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.
- 4.3 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination plus actual costs incurred by Consultant directly attributable to such termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder.
- 4.4 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Consultant shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.
- 4.5 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relative to on-going preparation of the Design Documents or Project construction. If requested by the District, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, Consultant Deliverables and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

5 MISCELLANEOUS

- 5.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 5.2 **Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 5.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 5.4 **Ownership.** Records, documents and other materials generated or received by Consultant in the course of performing services hereunder shall be delivered to the District upon completion of the Consultant Services hereunder. Consultant may, at its sole cost, make copies of such records for its own files. All work product of the Consultant generated during the course of providing Consultant Services, whether tangible or intangible, shall be deemed the sole property of the District.
- 5.5 **Notices.** Notices under this Agreement to the Consultant shall be addressed and delivered as set forth in Addendum No. 1. Notices to the District shall be addressed and delivered as follows:

Marian Castaneda
Ohlone Community College District
43600 Mission Blvd
Fremont, CA 94539

- 5.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 5.7 **Disputes.**
- 5.7.1 Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant and authorized Additional Services pending a subsequent resolution of such disputes.
- 5.7.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.
- 5.7.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by others providing services in connection with the subject matter of

this Agreement and such other claim or dispute arises in whole or in part out of this Agreement or the services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the District's administrative offices.

5.7.4 Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. If there is any conflict or inconsistency between the terms of this Agreement or the terms of Addendum No. 1 and the Proposal, the terms of this Agreement and/or terms of Addendum No. 1 shall govern and prevail over the Proposal. This Agreement, the accompanying Conditions and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Addendum No. 1

Proposal

Dated 06/22/05

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

DISTRICT

CONSULTANT

OHLONE

Jerry Haag, Urban Planner

COMMUNITY COLLEGE DISTRICT

By: _____
Marian Castaneda, Director of Purchasing,
Contract Administration and Auxiliary Services

By: _____

Printed Name and Title:

**ADDENDUM NO. 1
TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
OHLONE COMMUNITY COLLEGE DISTRICT AND
JERRY HAAG, URBAN PLANNER
Contract Number 209-0705-001**

This Addendum No. 1 modifies terms and conditions of the Agreement for Consultant Services (“Agreement”) between Ohlone Community College District (“District”) and Jerry Haag, Urban Planner

1 **Consultant Services.** Consultant Services under the Agreement consist of the following:
Services to provide environmental clearances for the construction of a new student support services building located on the south side of the Fremont Campus as per the scope described in the Consultants proposal dated June 22, 2005 and by the direction of Mr. Simon Barros, Director of Facilities.

2 **Contract Price.** The Contract Price for the Consultant Services shall be based upon the following:

LUMP SUM; FIXED CONTRACT PRICE

The Contract Price for the Consultant Services is a lump sum fixed price of **Nine Thousand, Nine Hundred Eighty Dollars (\$9980.00)**.

3 **Reimbursable Expenses.** Allowable Reimbursable Expenses are limited to the following: Included in item number 2.

4 **Consultant Deliverables.** The Consultant shall provide, as part of the Consultant Services, the following tangible items of Consultant Deliverables: **Documentation as described in Consultant’s Proposal dated June 22, 2005.** Unless otherwise provided in this Addendum No. 1 or by mutual agreement of the District and the Consultant, concurrently with the Consultant’s delivery of Consultant Deliverables to the District which are written or graphic in nature, the Consultant shall also provide the District with electronic files of the same.

5 **Schedule for Completion of Consultant Services.** The Consultant Services shall be performed and completed in accordance with the schedule noted below. The Consultant shall be liable to the District for all consequences of the Consultant’s failure to timely and completely perform Consultant Services.

As detailed in Consultant’s Proposal dated 6/22/05.

6 **Insurance.**

Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Sub-Consultants, if any, shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000.00
Commercial General Liability (including coverage for bodily injury, death, property damage and motor vehicle liability)	
Per Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Professional Liability	
Per Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

7 **Notices to Consultant.**

Notices from the District to the Consultant shall be addressed as follows:

Mr. Jerry Haag
2029 University Avenue
Berkeley, CA 94704

8 **District Provided Facilities/Services for Consultant.** The District will furnish or cause to be furnished for use by the Consultant in performing Consultant Services and authorized Additional Consultant Services the following facilities, services or other items: **All existing due diligence documentation as needed regarding the property without any warranties as to accuracy.** Except for the facilities, services and items identified above, the Consultant shall, without adjustment of the Contract Price hereunder, provide or furnish all other facilities, services and other items necessary for completion of the Consultant Services and authorized Additional Consultant Services.

9 **No Other Modification to Agreement.** Except as set forth in this Addendum No. 1, no other term, condition or covenant of the Agreement is modified and other terms, conditions and covenants of the Agreement remain in full force and effect.

DISTRICT

CONSULTANT

Ohlone Community College District

Jerry Haag, Urban Planner

By: _____

By: _____

Marian Castaneda, Director of Purchasing,
Contract Administration and Auxiliary Services

Name: _____

Date: _____

Title: _____

Date: _____

June 22, 2005

Mr. Simon Barros, Director of Facilities
Ohlone College Community College District
43600 Mission Blvd.
Fremont CA 94539

Subject: Proposal- Environmental Clearance for Student Center Building

Dear Mr. Barros:

Thank you for contacting me regarding assisting the Ohlone College District with providing environmental clearances for the construction of a new student support services building on the main Ohlone College campus in Fremont.

The proposal includes an approach to the project, scope of work, budget and schedule.

Project Understanding

The proposed project include the construction of a new student services building, which would be funded by Measure A bond proceeds. This structure is included in the District's long term Master Plan for the main campus and the environmental impacts of this project were addressed in the 1994 Master Plan EIR prepared by Parsons HBA. However, since that time, the District has identified a new location for the facility which is in approximately the same location as analyzed in the 1994 EIR. To ensure consistency with CEQA, a new environmental document must be prepared for this new location.

Since construction of the student services building was addressed in the 1994 Master Plan EIR, it is unlikely that significant new impacts will be identified and preparation of a Mitigated Negative Declaration will be adequate to address CEQA. However, if during the review, significant and unmitigatable impacts are identified, an EIR would be required and a scope and budget adjustment will be negotiated.

Scope of Work

The scope of work includes:

1) Project Organization

This task is intended to allow an understanding of the project prior to undertaking more substantive tasks. It will include an initial meeting with the District staff and a site

visit. This task will include a review of the 1994 Master Plan EIR prepared by Parsons. It is assumed that the District will provide a photocopy of this document and any other applicable document for use by the consultant team.

2) Draft Environmental Documentation

A CEQA environmental checklist will be completed, to include:

A comprehensive and understandable project description. The description will include a location map, description of the project site and surrounding area, description of project improvements, phasing of improvements and a listing of additional permits that may be required for in order to construct the proposed project. This will be prepared early in the process and will be sent to the District for review and revision, if necessary.

A description of topics to be addressed is outlined below. The discussion for each topic will include existing conditions, project impacts and mitigation measures (if applicable).

Preliminarily, these environmental topics will be addresses as described below:

- *Aesthetics*, to include a discussion of on-site aesthetic conditions, the aesthetic qualities of surrounding sites and potential blockage of views caused by the building. Existing aesthetic information and impacts will be used to the fullest extent possible.

Mitigation measures will also be proposed for potential aesthetic impacts, including planting of screening vegetation, use of colors and similar methods.

- *Agricultural Resources*, which is not anticipated to be a significant impact.
- *Air Quality*, which is expected to include short-term, construction impacts of the project. It is assumed that operational and cumulative air quality impacts have been addressed in the adopted Master Plan EIR. No new quantitative air quality analysis of the project is proposed at this time, although such an effort could be undertaken as a contract extra.
- *Biological Resources*, which will include discussion of potential tree loss for building construction and potential loss of bird nesting roosts. Other potential biological resources impacts as set forth in the Master Plan EIR will also be referenced.
- *Cultural Resources*, to include a discussion of archeological, Native American and historical resources as identified through a review of the existing Master Plan EIR supplemented by a records search by the Northwest Information Center at Sonoma State University.

- *Geology/Soils*, including a general discussion of overall soil types and potential seismic hazards caused by nearby and regional faulting. To the extent available, recent soils reports would be very useful in identifying potential for landslide, slope failure, liquefaction or other hazards. The potential for soil erosion would also be discussed and suitable mitigations proposed. The existing Master Plan will be reviewed to identify any site-specific geological impacts and mitigation measures.
- *Hazards/Hazardous Materials*, which would include a discussion of potential site contamination as identified in the Master Plan EIR and any mitigation measures as recommended in the previous EIR.
- *Hydrology/Water Quality*, to include a general discussion of anticipated increases in storm water runoff into the local storm drain system. The ability of downstream facilities to accommodate increased peak storm flows and related hydrologic information is anticipated to be identified through a discussion with City of Fremont staff. The Master Plan EIR will also be reviewed to identify previous impacts, although drainage conditions may have changed in the intervening time period. Of special concern would be potential water quality impacts with regard to increased storm water discharge.
- *Land Use and Planning*, which would include a discussion of existing land uses, consistency with surrounding land uses and overall consistency with the City of Fremont City General Plan and zoning designations. It is understood that the District is not subject to local land use regulations.
- *Mineral Resources*, including the presence or absence of minerals or regional or statewide significance.
- *Noise*, including the potential impacts to the new building caused by adjacent traffic and nearby mechanical noise. No new noise studies would be undertaken at this time, although this could be done as a contract extra.
- *Population and Housing*, which is not anticipated to be a significant impact area.
- *Public Services*, including a listing of service providers and possible impacts on these providers.
- *Recreation*, which is not anticipated to be a significant impact area.
- *Traffic and Transportation*, which will be based on impacts identified in the Master Plan EIR. The City of Fremont Engineering Department will be contacted to

determine if any nearby intersection peak hour level of service operations are worse than originally documented in the Master Plan EIR. Since the land use has been identified in the original EIR, new traffic related impacts are unlikely, but could occur if development in this portion of Fremont has occurred at a faster pace. No new traffic analysis would be prepared for this project, but could be completed as a contract extra.

- *Utilities*, which would include a listing of existing service providers and a discussion of impacts to sewer, water, natural gas, electrical and telephone service providers. This information will be gathered through phone calls and/or personal visits to each of the respective providers.
- *Mandatory Findings of Significance*, as required by the CEQA checklist.

Four copies of the administrative draft will be prepared for internal review and editing.

3) Final Environmental Document and Distribution

Following District staff review of the Draft document, a final environmental document will be prepared for public review, incorporating staff edits and suggestions to text and graphics.

Thirty-five copies of the final document will be printed for public distribution. The consultant will prepare legal notices for transmittal to the newspaper (Notice of Availability of an Environmental Document) to start the public review period. Cost of newspaper notification will be borne by the District.

The consultant will assist the District in identifying appropriate agencies to receive the document, including the State Clearinghouse and posting the Notice at the County Clerk's office. District staff will be responsible for mailing and for any associated administrative costs.

4) Response to Comments

Responses will be prepared to comments received during the public review period. A preliminary and final set of responses are anticipated, with the final set of responses published and twenty copies delivered to the District along with two unbound sets and a camera-ready version.

5) Mitigation Monitoring and Reporting Program

Prior to final hearing, one electronic copy of a Mitigation Monitoring and Reporting document will be delivered to the District. This will list all of the mitigation measures, time frame for compliance, agency or individual responsible for compliance and a verification box.

6) Meeting Attendance and Follow-up

One Board meeting will be attended to answer public questions. The cost for additional meeting attendance will be billed on an hourly rate of \$90.

Following Board approval of the project, a Notice of Determination will be prepared and filed with both the County Clerk and State Clearinghouse.

Schedule and Budget

The budget to complete the scope of work would be \$9,980, which includes professional labor, preparation of report graphics and printing costs.

The above budget does not include any fees charged by other agencies, such as the Department of Fish and Game, Alameda County or others; nor does it include public hearing notification costs or postage. The cost of other specialized consultants that may be needed based on preliminary environmental investigations (such as traffic) would be contract extras.

Work on this project will commence upon receipt of written notice to proceed and a preliminary draft document would be delivered to you within 40 business days following notice to proceed. Please note that I request a minor modification to the standard District contract, in that I only carry \$1 million aggregate professional liability coverage.

Summary

I look forward to continuing a relationship with the District. Please call me if any of the information presented in the proposal requires amplification or additional material is needed to evaluate my experience and skills.

Thank you again for contacting me.

Sincerely,

Jerry Haag
Principal