

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE August 19, 2008

4/5 Vote Required YES NO

SUBJECT:

Approve a Contract for Services with ESA Airports to provide Staff Support to the Stanislaus County Planning and Community Development Department and Redevelopment Agency for preparation of a Redevelopment Plan for the County owned property at the former Crows Landing Air Facility and to provide on-call Technical Support to the Environmental Impact Review and Analysis Process

STAFF RECOMMENDATIONS:

1. Approve a Contract for Services with ESA Airports to provide Staff Support for the preparation of a Redevelopment Plan for the County owned property at the former Crows Landing Air Facility site and to provide on-call Technical Support to the Environmental Impact Review and Analysis process.
2. Authorize Chief Executive Officer or designee to sign the contract for services.

FISCAL IMPACT:

Private funding to support part time staff to the Stanislaus County Redevelopment Agency (RDA) assisting in the development of a Redevelopment Plan document and on-call technical support for the environmental review and analysis has been identified at \$164,092. A standard agreement has been prepared which identifies up to \$200,000 in services to be paid by the developer should additional work be required to further project development.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-591

On motion of Supervisor DeMartini, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approve a Contract for Services with ESA Airports to provide Staff Support to the Stanislaus County Planning and Community Development Department and Redevelopment Agency for preparation of a Redevelopment Plan for the County owned property at the former Crows Landing Air Facility and to provide on-call Technical Support to the Environmental Impact Review and Analysis Process
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FISCAL IMPACT (CONTINUED):

On April 22, 2008 the County Board of Supervisors approved to proceed with Pacific Coast Capital Partners West Park (PCCP West Park) as the project master developer and to begin the formal environmental review process. As part of that directive a Memorandum of Understanding (MOU) including a pre-development agreement was approved obligating the developer (West Park) to absorb any external consultant sources to expedite the environmental and review process. The ESA contract to assist with RDA Plan development and technical oversight will be paid for in full by the developer.

This request has no fiscal impact to the County.

DISCUSSION:

On April 22, 2008 the County Board of Supervisors moved to proceed with the West Park development proposal at the former Crows Landing Air Facility project area. On June 18, 2008 a Notice of Preparation (NOP) was published in accordance with the California Environmental Quality Act (CEQA) protocol soliciting input from interested agencies and individuals regarding the scope of the environmental analysis.

There are multiple component parts to the Crows Landing environmental review analysis:

1. TranSystems and HDR have been retained by the developer to develop the operational and business plans, track infrastructure engineering and all rail/Inland Port related elements.
2. ESA Airports (with sub-contractor Mead and Hunt) are working directly with the Chief Executive Office on general aviation planning, Airport Layout Plan development and policy language for inclusion in the Stanislaus County Airport Land Use Compatibility Plan (ALUCP)
3. A Redevelopment Plan is currently being developed on the former air facility property.

This agreement with ESA Airports facilitates completion of the last component by providing staff support to the development of a Redevelopment Plan and providing on-call technical support to the environmental review process. The agreement will facilitate the timely delivery of the Crows Landing project.

POLICY ISSUES:

The Board should determine whether entering into a contract for services with ESA Airports to assist and support the development of a Redevelopment Plan for the County owned properties at the former Crows Landing Air Facility are consistent with the stated Board priorities of facilitating a strong local economy for Stanislaus County.

Approve a Contract for Services with ESA Airports to provide Staff Support to the Stanislaus County Planning and Community Development Department and Redevelopment Agency for preparation of a Redevelopment Plan for the County owned property at the former Crows Landing Air Facility and to provide on-call Technical Support to the Environmental Impact Review and Analysis Process
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STAFFING IMPACT:

The Chief Executive Office will continue to oversee the development project with direct participation from Planning and Community Development, Redevelopment, County Counsel, Environmental Resources, and the Department of Public Works.

Attachments
Standard Agreement - ESA Airports Scope of Services

**COUNTY OF STANISLAUS
STANDARD AGREEMENT**

Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor
(If other than an individual, state whether a corporation, partnership, etc.):
Environmental Science Associates, a California corporation
2. The term of this Agreement is:
June 24, 2008 through June 30, 2009 or until completion of work under the Agreement
3. The maximum amount of payment based on ___ lump sum, or X time and materials is: **\$200,000.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:
- (a) Standard Contract Conditions (**Long Form 4/28/08**)
 - (b) ~~Scope of Work~~
 - (c) ~~Special Conditions~~
 - (d) Other (e.g. Contractor's Proposal):
**Contractor's Proposal for Staff Support to Stanislaus County Planning
Department/redevelopment Agency and On-call Technical Support for Proposed West Park
Development, dated June 24, 20068.**
- Professional liability insurance [] is, [] is not required for performance of the Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on **August** ____, 2008
(Date)

CONTRACTOR

Contractor's Name

Environmental Science Associates

By (Authorized Signature)



Printed Name and Title of Person Signing

Steve Alverson, Vice President/Central Valley Regional Director

Mailing Address

**8950 Cal Center Drive, Suite 300
Sacramento, CA 95826**

COUNTY OF STANISLAUS

Department Name

Chief Executive Office

By (Authorized Signature)



Printed Name and Title of Person Signing

Richard W. Robinson, Chief Executive Officer

Mailing Address

**1010 Tenth Street, Suite 6800
Modesto, CA 95354**

Approved for Content:



Keith Boggs, Deputy CEO

Approved for Form:



John P. Doering, County Counsel

STANDARD CONTRACT CONDITIONS (Long Form)

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under the Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under the Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Contractor from liability arising out of the reuse of documents prepared by the Contractor.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current,

dated schedule of rates attached to and made a part of the Agreement; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. Termination. The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any reason,

Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Required Insurance. Contractor shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under the Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(c) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of the Agreement.

(d) Professional Liability Insurance. If professional services are provided under the Agreement, then Contractor shall also maintain professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's work under the Agreement.

6.2 Deductibles. All deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in the Agreement.

6.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of the Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of the Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under the Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under the Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by the Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Contractor's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss or expense.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of the Agreement for a minimum of four (4) years after the termination or completion of the Agreement. Any authorized representative of County shall have access to any such records writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor.

10. Nondiscrimination. During the performance of the Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under the Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into the Agreement. Contractor shall not assign or subcontract the Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision

on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under the Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction. Headings or captions to the provisions of the Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of the Agreement. Any ambiguity in the Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted the Agreement.

20. Governing Law and Venue. The Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of the Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)



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Building 3, Suite 300
Sacramento, CA 95826
916.564.4500 phone
916.564.4501 fax

WWW.ESASOC.COM

June 24, 2008

Mr. Keith Boggs
Deputy Chief Executive Officer
Stanislaus County
1010 Tenth Street, Suite 6800
Modesto, CA 95354

Subject: Scope of Work: Staff Support to Stanislaus County Planning Department/Redevelopment Agency and On-call Technical Support for proposed West Park Development.

Dear Mr. Boggs:

The Airports and Community Development groups at Environmental Science Associates (ESA) are pleased to provide the following Scope of Work and Cost Estimate. ESA proposes to offer two separate tasks: part-time staff support to the Stanislaus County Redevelopment Agency (RDA); and on-call technical support for the proposed West Park development project. While two separate tasks are proposed, ESA understand that these tasks are linked in their need to provide timely services to achieve key milestones associated with the proposed West Park Development project.

SCOPE OF SERVICES

Task A. Redevelopment Staff Support

ESA will provide the Stanislaus County Planning Department with part-time staff support during the six-month period from July 1, 2008 to December 31, 2008. All staff support associated with this task will be associated with the preparation and adoption of a Redevelopment Plan for the former Crows Landing Air Facility. ESA understands that RDA wishes to complete and distribute its Redevelopment Plan, engage in agency and public outreach (including a joint public hearing), and facilitate approval of the Redevelopment Plan by the County Planning Commission by October 31, 2008. ESA staff understands approval of the Redevelopment Plan is important to maintaining the overall schedule set forth for the Environmental Impact Report associated with proposed West Park Development.

ESA staff will assist County Redevelopment Agency staff with the following tasks in support of Redevelopment Plan completion and approval:

:

- **Completion of the Redevelopment Plan.** ESA will assist the County with completion of the Redevelopment Plan and assist with plan presentation before the County Planning Commission and other applicable communities and agencies. ESA will assist the RDA by preparing responses to substantive comments received by the County from reviewing agencies following the required public comment period.
- **Preparation and Presentation of Applicable Reports.** ESA will assist the RDA in the preparation and presentation of the Redevelopment Plan and associated technical reports, such as the Section 33352 Report, to other County Departments or other applicable agencies. ESA will prepare appropriate

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documentation as requested to facilitate County decision-making pertaining to the Redevelopment Plan and Redevelopment Area.

- **Preparation and Adoption of Applicable Rules.** ESA will assist the RDA with the development of "Rules for Owner Participation and Extension of Reasonable Preferences to Businesses," or other appropriate rules associated with the Redevelopment Plan/Redevelopment Area, and provide technical support and facilitation for the adoption of such rules.
- **Property Owner/Neighbor Notification.** ESA understands that the proposed Redevelopment Area is located entirely on County-owned property. Therefore, property owner notification will not be required. However, at the request of the RDA, ESA will assist in the formation of a neighborhood committee or similar group to provide appropriate notification to owners of land adjacent or near to the redevelopment project area. ESA will support the County by providing appropriate materials for adjacent landowners or other interested parties.
- **Joint Public Hearing.** ESA will provide assistance to the Redevelopment Agency for the preparation and implementation of a joint public hearing with the County on the Redevelopment Plan. Preparation includes notifying interested parties and the media, preparing meeting materials, visual aids, meeting facilitation, and documentation of testimony for and against plan adoption, etc. ESA assumes that the County will provide an appropriate venue. Following the receipt of public testimony at the joint public hearing, ESA will make appropriate revisions to the Redevelopment Plan.
- **Plan Adoption.** ESA will assist County RDA staff with the preparation of draft language for an Ordinance to adopt the Redevelopment Plan. The language will be reviewed by legal counsel, County staff, and others as appropriate.

Meeting Participation. As requested by the County, ESA staff will attend meetings pertaining to the Redevelopment Plan and proposed West Park development. ESA Staff will provide technical assistance for meetings as requested. Such meetings will include, but will not be limited to, the following:

- RDA kickoff meeting on 6/12/08;
- Scoping and public outreach associated with Environmental Impact Report (EIR) for West Park Development. Such meetings are scheduled for the following tentative dates: 6/12/08, 6/23/08, 6/25/08, and 7/1/08, up to two additional meeting during the required EIR scoping period. ESA assumes that the final scoping will be held in mid-August.

All travel and expenses associated with off-site meetings will be billed on a time-and-materials basis.

Redevelopment Staffing/Support Plan. ESA is prepared to provide staff support to the County's RDA approximately two to three days per week. Most work will be provided by ESA staff working off site, with travel to County Planning offices in Modesto upon request. ESA estimates that staff will be required to travel to County Planning offices approximately one day per week throughout the duration of the contract period to consult with County staff or to attend agency coordination meetings. ESA also understands that the frequency at which on-site

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support will be requested may vary throughout the duration of the project. Whenever possible, staff will work remotely in an effort to reduce fuel consumption and travel time.

ESA proposes three key staff members to assist the County throughout the contract period:

- **Raymond Weiss.** Mr. Weiss, Director of ESA's Community Development Group, will serve as Project Director. Mr. Weiss has approximately 20 years experience in planning and development, and he will provide quality assurance/quality control over formal deliverables to ensure that County needs and contract obligations are achieved or exceeded.
- **Lisa Harmon.** Ms. Harmon is an aviation and environmental planner that has been involved in the Crows Landing Project and since May 2006. She has supported the County's efforts to initiate development at the Crows Landing site since 2006 and support the efforts of the Crows Landing Ad Hoc Committee from 2007 to 2008. She will travel to Modesto as requested to work with County redevelopment staff and serve as project manager. She will assist in the development of all project materials.
- **John De Weerd.** Mr. DeWeerd, a subconsultant to ESA, has more than 30 years experience with redevelopment. He has created or led redevelopment agencies for several jurisdictions in California including the City of Woodland. Mr. DeWeerd will oversee or participate in the preparation of all work products developed under this contract. He will be available to participate in meetings as requested. It is anticipated that Mr. DeWeerd will travel to Modesto up to one day per week to work directly with County redevelopment staff.

Resumes for these key staff members are provided as Attachment A.

Task B. Ongoing Support – West Park Development

ESA Staff will provide ongoing technical support to the County and West Park, LLC, throughout the development, publication, and adoption of the EIR for the proposed West Park development. ESA will provide services as requested by the County or West Park, LLC. Specific tasks associated with ongoing support will include, but will not be limited to, the following:

- **Scoping Efforts.** ESA will participate in or provide technical support for public and agency scoping meetings held prior to EIR publication.
- **Technical Review.** ESA will review the proposed EIR and associated documents (notices, technical reports, performance standards, etc.) to determine their compatibility with aviation and proposed airport development.
- **Meeting Attendance.** ESA will attend technical meetings or participate in inter-agency negotiation in support of EIR development.
- **Airport Development/Aviation Coordination.** ESA will facilitate coordination among the County's aviation planners, the Caltrans Division of Aeronautics, and the West Park team. ESA will ensure that the West Park team has appropriate technical information for incorporation into the proposed project description, environmental studies, and CEQA documentation.

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ESA understands the County will require technical support throughout the development, publication, and adoption of the EIR for the proposed West Park Development. ESA estimates that staff support will be required for approximately one day per week until document adoption, but the extent of ESA staff involvement will vary throughout the project period.

ESTIMATED COST

As shown on Exhibit B, ESA estimates that the proposed project at \$164,092. This estimated cost would provide part-time staff support to the County's Redevelopment Agency for an approximately six-month period (26 weeks) in June 2008, and July 1 and extending to December 31, 2008. The estimated cost includes direct costs associated with travel at a rate of \$0.505/mile.

ESA also estimates that it will continue to provide technical assistance to support the proposed West Park team following the completion of the Redevelopment Plan. ESA will provide staff support approximately one day per week from January 1 through October 31, 2009. ESA understands that the level of effort will vary based on the stage of EIR preparation. As proposed, ESA staff would travel to Modesto or other meeting locations approximately 1 day per week.

Assumptions

ESA prepared this scope and cost estimate was based on the following assumptions:

- The County has completed preparation of the preliminary redevelopment plan;
- The County will provide a venue for the required joint public hearing;
- ESA will provide one hard copy and one electronic copy of all requested formal deliverables. The County will be responsible for the reproduction of all materials to be distributed for meetings or agency review. If specialty services are required (oversize reproduction, meeting display boards, etc.), these additional costs will be submitted on a time-and-materials basis and are not included in the proposed cost.
- Financial analyses are not anticipated at this time. If detailed economic or financial analyses are required to complete the proposed Redevelopment Plan, ESA will identify an appropriate subconsultant to perform such analysis and amend its cost to include the additional services.
- To support County Redevelopment staff, ESA staff will travel to the County's Modesto office as requested by County staff. ESA estimates that approximately one meeting per week will be held in the County's offices, with additional travel required for meetings and agency consultation. ESA will strive to reduce the amount of travel to the greatest extent practicable to reduce fuel consumption and non-productive time.
- To support the proposed West Park Development Project (Task B), ESA Staff will travel to Modesto or meeting locations as requested. If additional time is required, ESA reserves the right to amend its travel costs.
- Specific deliverables have not been identified for Task B, Ongoing Support. ESA assumes that all produces can be delivered electronically.
- ESA will submit monthly invoices and progress reports to the County throughout the project duration.

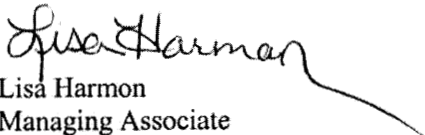
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ESA staff members are engaged in a 9-80 work week, which provides for eight nine-hour work days and one eight-hour workday within every two-week reporting period. For cost estimating purposes a complete work day has defined as a nine-hour day. Subconsultant support was estimated using a standard 8-hour work day. Please note, however, that all ESA staff and subconsultant staff will charge an hourly rate for all work performed.

ESA has worked with Stanislaus County since 2006 in an effort to develop the former Crows Landing Airfield. ESA looks forward to working with the County as it completes the formation of its Redevelopment Area and accompanying Redevelopment Plan, and we look forward to supporting West Park, LLC, in its efforts to develop an EIR during the next 15-month period. Taken together, these tasks will help to realize the County's vision of creating new jobs for County residents.

Please do not hesitate to contact me by telephone (916.669.4744) or email (lharmone@esassoc.com) should you have any questions regarding this scope and cost estimate.

Sincerely,


Lisa Harmon
Managing Associate



APPENDIX A

Resumes – Key Staff



RAY WEISS

Project Director / Environmental Planner

Ray is an economist/project manager who specializes in the preparation of community/relocation impact assessments, and environmental justice impact assessments. His academic and professional background is in economics and environmental planning. Ray's primary responsibilities include the preparation of technical studies for both CEQA and NEPA compliance documents and the assessment of demographic impacts as they relate to Executive Order 12898 (Environmental Justice). He also specializes in the preparation of Community Impact Assessments and Relocation Impact Reports for projects that include Caltrans and the Federal Highway Administration involvement. Ray has also been trained and is proficient in the use of IMPLAN (Impact Analysis for Planning), a regional economic input-output model. To help support local jurisdictions, Ray has extensive experience in active public participation, such as workshops, charettes, surveys and in presenting technical issues in a simple and understandable manner at public hearings. He is also fluent in Spanish. Prior to joining Environmental Science Associates, he was a project manager for a local environmental consulting firm, and a data analyst for the Sacramento Area Council of Governments where he managed data collection and analysis for a regional transportation survey.

Education

B.A., Economics (special emphasis in environmental and resource economics), California State University, Sacramento

Professional Affiliations

Association of Environmental Professionals
American Planning Association

Relevant Experience

Tulare County General Plan Update and EIR. *Project Manager.* As part of a larger team, ESA leading the preparation of an EIR for the General Plan Update. Tulare County is located in a geographically diverse region with the majestic peaks of the Sierra Nevada framing its eastern region, while its western portion includes the San Joaquin valley floor, which is very fertile and extensively cultivated. Key issues to be addressed in the EIR include land use/agricultural land use compatibility issues, preservation of existing agricultural activities, and preservation of important scenic and open space features.

City of Galt General Plan Update and EIR. Ray is currently serving as ESA's project manager for preparation of an update to the City's existing General Plan. Key areas of participation include preparation of the Biological Resources, Visual Resources, and Public Health and Safety sections of the General Plan Background Report. ESA is also managing preparation of the EIR and conducting a bilingual public outreach program for the City's general plan update.

City of San Jose's Reed and Graham General Plan Amendment EIR. *Project Manager.* Ray managed this EIR that resulted in a change to the San Jose 2020 General Plan's land use / transportation diagram designation from heavy industrial to mixed-use, with no underlying land use designation, on approximately 15.6 acres. The project site is located on both sides of Sunol Street, between Savaker Street, Home Street, and Highway 280. Mix of uses would consist of up to 625,000 square feet of high-rise office, and up to 675 multi-family residential units.

Intermodal Transit Center in Tahoe City. *Project Manager.* Ray managed the evaluation of several alternative sites for the proposed transit project. He assisted the Placer County Department of Public Works in development of the appropriate environmental ranking criteria, participated in specific site surveys,

Relevant Experience (Continued)

and evaluated up to 10 different alternative sites. Specific environmental criteria included biological resources, cultural/historic resources, air quality/noise impacts, water quality effects, and potential business relocations.

City of Stockton General Plan Update and EIR. *Project Manager.* Ray is currently managing the preparation of an update to the City's existing General Plan. Specific topics addressed by ESA include farmland conversion, open space, geology and seismicity, cultural and historic resources, biological resources, noise, and air quality issues. ESA has recently completed preparation of the Background Report and the General Plan Policy Document and is currently taking the lead on preparation of the EIR.

City Oroville Waterfront Redevelopment Concept Plan and Preparation of Protection, Mitigation and Enhancement (PM&E) Measures. *Project Manager.* Ray led ESA's technical team that supported a design team in developing a redevelopment concept plan. Support included conducting and providing an ecological characterization of the area, participation in stakeholder interviews, and facilitating and participating in public workshops. The description of the public open spaces identified in the Concept Plan were translated into Resource Actions and submitted to the California Department of Water Resources for consideration in the alternative relicensing process of FERC Project 2100.

San Joaquin River Riparian Habitat Restoration Plan. Prepared implementation plan for Firebaugh-to-Mendota corridor portion of habitat restoration plan. Primary components included identification of land uses, land and easement acquisition analysis, financial impact analysis, and funding source recommendation.

Woodbridge Irrigation District, City of Lodi, and U.S. Bureau of Reclamation Lower Mokelumne River Restoration Program EIR/EIS. *Technical Analyst.* Prepared the recreation, economics, and land use assessments for the EIR/EIS. As part of the recreation analysis developed thresholds for a variety of water-dependent recreational activities along the Lower Mokelumne River and Lodi Lake. For the economic analysis, analyzed potential reductions in recreation-related spending associated with changes in use at Lodi Lake and addressed potential reductions in residential property values resulting from changes in water levels at Lodi Lake and the river.

San Joaquin Council of Governments, State Route 99 Widening Project. *Lead Economist.* Ray is managing the preparation of a Community Impact Assessment and a Relocation Impact Report for the proposed widening of a portion of State Route 99 from Arch Road to the City of Manteca. Key issues include potential impacts to a golf course and several residences. The technical reports are being prepared for staff at the San Joaquin Council of Governments and Caltrans District 10.



LISA HARMON

Project Manager

Lisa is an environmental planner with 18 years of experience in environmental documentation and analysis under the National Environmental Policy Act (NEPA). She has served as a project coordinator and project manager for a variety of transportation projects including aviation, rail road, light rail, and highway improvement projects requiring Environmental Impact Statements (EISs), Environmental Assessments (EAs), and Categorical Exclusions (CEs), as well as analysis and documentation under other federal and state environmental laws and regulations. A former technical editor and educator, she is skilled in developing and implementing communications for the public and conducting public outreach activities for transportation projects. She is expert in implementing document quality control programs to ensure that all information presented in client deliverables is consistent, defensible, and fulfills client and regulatory requirements.

Education

B.A., English, Wells College

Specialized Training

Transportation and Land Use Planning, UC Davis, 2004-2006.

USDA Wildlife Hazard Identification Training, 2001

Archeology Field Training, State University College at Buffalo, 1995

Denver Publishing Institute, 1988

Relevant Experience

Stanislaus County On-Call Master Services Agreement. *Project Manager and Technical Analyst.* Responsible for independent review of proposed development plans and other items associated with master development at the former Crows Landing Air Facility. Tasks include participation on the County's Ad Hoc Committee, Technical Advisory Committee, and the preparation of schedules and other deliverables or analyses as requested. Key agency coordination activities include consultation with the Federal Aviation Administration, Caltrans Division of Aeronautics, and County Airport Land Use Commission. Managed preparation of a Cost Benefit Analysis to address the potential sale, lease, or granting of county property.

Crows Landing Development Plan, Stanislaus County, CA. *Project Manager.* Managed a large project team to identify potential development alternatives for the former naval air station including existing and potential infrastructure needs and costs, environmental conditions and constraints, airport development and compatibility plan, general plan update, EIR, and community outreach. Alternatives and infrastructure development were identified for phased implementation over an approximately 20-year period.

Stanislaus County Council of Governments (StanCOG) Half-Cent Sales Tax Programmatic EIR. *Project Analyst.* Researched and prepared project description identifying how revenues associated with the proposed sales tax increase would be spent and how they would affect local roadways and transportation networks in Stanislaus County.

On-Call Environmental Resource Consulting, Sacramento County Airport System, California. *Deputy Project Manager.* Responsible for evaluation of natural resources and wildlife hazard management strategies associated with five airports within the Sacramento County Airport System.

Relevant Experience (Continued)

Department of Water Resources (DWR) East Branch Extension, Phase 2 EIR, *Project Analyst*. Reviewed proposed project design for its potential to affect aviation at a nearby public use airport. Topics addressed included airport land use compatibility, including potential intrusions into protected airspace, location within flight paths, and potential lighting hazards, as well as the project's potential to attract potentially hazardous wildlife to the airport during construction and operation. Identified potential design mitigation measures to deter wildlife.

Hayward Jet Center Improvements, Hayward Executive Airport, Alameda County, California. *Project Manager*. Responsible for the preparation of categorical exclusion and extraordinary circumstances documentation in support of FBO improvements at Hayward Executive Airport.

NEPA Support for Property Acquisition at Byron Airport, Contra Costa County, California. *Project Manager*. Responsible for federal agency coordination and the development of an Environmental Assessment (EA) to support the acquisition of more than 400 acres of adjacent property and modification of the Airport Layout Plan (ALP). The project included the performance of a Phase I study for all parcels.

Santa Clara Station Area Plan EIR. *Project Manager*. Lisa was responsible for evaluation of existing environmental conditions, opportunities and constraints of proposed development associated with a proposed Transit-Oriented Development site in the cities of Santa Clara and San Jose. The proposed project is located adjacent to Norman Y. Mineta San Jose International Airport. Key issues included potential noise constraints (highway, rail, commuter rail, and airport noise), land use compatibility with the nearby airport, and hazardous waste, and appropriate mitigation and design considerations.

Alameda County Land Use Compatibility Plan. *Project Manager*. Responsible for updating compatible land use policies and plans for three public use airports in Alameda County: Hayward Airport, Livermore Airport, and Oakland International Airport. Performed analysis, plus supervised analysts and public outreach staff. Also responsible for the development of CEQA documentation to support the proposed plan.

Bay Area Rapid Transit (BART) Extension to Warm Springs EIS. *Project Manager*. Managed Draft and Final EIS production for BART's proposed 5.4-mile extension to Warm Springs. Pertinent issues included cultural resources, Section 4(f) resources, paleontological resources, and noise effects.

John DeWeerd

Redevelopment Planner

RELEVANT EXPERIENCE

John DeWeerd and Associates – 2002 to present. Under contract to various public agencies and private companies, John provided consulting services on matters relating to land use, redevelopment and economic development. All consulting work during this period is on a part-time basis as he am semi-retired.

City of Woodland – 1991 to 2001. John served as the first Director of the Woodland Redevelopment Agency. His primary responsibility initially was to set up the organization, form citizen oversight committees, prepare and manage the Agency's annual budget, as well as perform all necessary tasks to implement the Redevelopment Program. He then managed complex redevelopment projects that included major industrial development, retail recruitment and development, historic preservation and large housing projects for low-to-moderate income housing.

John DeWeerd and Associates. As a private Consultant, John conducted redevelopment and economic development activities for many public agencies and private clients. Listed below is a representative sampling of the clients and summaries of the services he provided for public agencies.

- **City of Sanger -1982 to 1988.** John created a new Redevelopment Agency. He authored the plan, set up the operational system and implemented the over-all program. Primary emphasis focused on industrial development, retail recruitment and development and low-to-moderate income housing.
- **Small City Economic Development Agency -1980 to 1982.** As Executive director of this multi-City Agency, he prepared the annual budgets, applied for, received and managed grants for operation and projects. Supervised employees and managed the Board of Directors. Primary focus of the Economic Development organization was to prepare detailed plans for the revitalization of the impoverished member communities.
- **Redevelopment Plan and Economic Development strategies Cities in Fresno County.** Formulated the Redevelopment Plan and Economic Development strategies for several rural member communities including the cities of Mendota, Kingsburg and Orange Cove all in Fresno County. Ultimately he oversaw the creation of redevelopment agencies for those cities listed above.

Assistant City Manager and then City Manager, City of Cerritos-1968 to 1973. John served as the Assistant City Manager and then City Manager of Cerritos. He created the first redevelopment agency for this community. At that time, redevelopment agencies in small communities was quite new. The Agency was responsible for major industrial and retail commercial projects including the redevelopment of blighted railroad property, the development of a major regional shopping mall and the first-ever "Auto Row" that has been heralded as the most successful auto row in the State of California.

EDUCATION

California State College at Fullerton. BA Political Science
Public Administration

Loyola University Law School, Los Angeles, California.
(Left school upon appointment as City manger of Cerritos)

Various classes over 15 year span including Project Management, Economics, Public Finance,
Economic Development and continuing education in Redevelopment.

AWARDS AND RECOGNITION

Dean Reining Award. Received the Dean Reining award conferred by the Department of Public Administration at the University of Southern California for Outstanding Municipal Management. The award was in several categories including, personnel management, municipal finance, organizational design, public relations, economic development and environmental protection.

The Economist. John was the subject of an international article published in the August 13, 2007, issue of *The Economist* for outstanding municipal management.



APPENDIX B

Estimated Cost

TABLE B-1: PRICING PROPOSAL
ESA Labor Detail and Expense Summary
Full-time Staff Support

Task Number / Description	RWW	LJH	JDW	Subtotal	Total Hours	Total Labor Price
	Dir I	MA/TA II	MA/TA I			
Hourly Billing Rate	\$160	\$145	\$145			
A. Support County Redevelopment Agency				\$ -	-	\$ -
A.1 Work with County RDA Staff On Site				\$ -	-	\$ -
JDW: Two 8-hour days per week for 24 weeks			384	\$ 55,680	384	\$ 55,680
LJH: One 9-hour day per week for 24 weeks		216		\$ 31,320	216	\$ 31,320
A.2 Attend Project Meetings	8	36	24	\$ 9,980	68	\$ 9,980
B. Support West Park Development				\$ -	-	\$ -
B.1 Provide Technical Support				\$ -	-	\$ -
LJH: One 9-hour day per week for 44 weeks (Jan through Oct 2009)		396		\$ 57,420	396	\$ 57,420
				\$ -	-	\$ -
				\$ -	-	\$ -
Total Hours	8	648	408		1,064	
Subtotals - Labor Hours	\$ 1,280	\$ 93,960	\$ 59,160	\$ 154,400		\$ 154,400
Percent of Effort - Labor Hours Only	0.8%	60.9%	38.3%		100.0%	
Percent of Effort - Total Project Cost	0.8%	57.3%	36.1%			94.1%

ESA Labor Costs **\$ 154,400**

Communications Fee of 3% on ESA Labor Costs **\$ 4,632**

ESA Non-Labor Expenses

Reimbursable Expenses (see Attachment B-1 for detail) \$ 5,060

ESA Equipment usage (see Attachment B-1 for detail) \$ -

Subtotal ESA Non-Labor Expenses **\$ 5,060**

TOTAL PROJECT PRICE **\$ 164,092**

Attachment B-1
Pricing Proposal Template
ESA Non-Labor Expenses

0

Reimbursable Costs

Project Supplies (Fed Ex, etc.)	\$	100
Printing/Reproduction	\$	100
Document and Map Reproductions	\$	-
Postage and Deliveries	\$	-
Mileage @ 0.505/mile	\$	4,200
Vehicle Rental	\$	-
Lodging	\$	-
Airfare	\$	-
Other Travel Related	\$	-
<hr/>		
Subtotal Reimbursable Costs	\$	4,400
15% Fee on Reimbursable Expenses	\$	660
Total Reimbursable Costs	\$	5,060

ESA Equipment Usage

Company Vehicle Usage	\$	-
HP Plotter	\$	-
GIS Computer Time		
Trimble GeoXT GPS	\$	-
Laptop Computers	\$	-
LCD Projector	\$	-
Noise Meter	\$	-
Sample Pump	\$	-
Surveying Kit	\$	-
Field Traps	\$	-
Digital Planimeter	\$	-
Cameras/Video/Cell Phone	\$	-
Miscellaneous Small Equipment	\$	-
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Total Equipment Usage Costs	\$	-