

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
RINCON CONSULTANTS, INC.**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 13th day of June, 2006, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and Rincon Consultants, Inc., a California corporation ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement. The total compensation, including reimbursement for actual expenses shall not exceed Five thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the City Council or the City Administrator.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed,

the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledges, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by

persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this section, then

City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's negligent performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant'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.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting

coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Consultant: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: Jose Alvarado
Mayor

APPROVED AS TO FORM:

Randy J. Kisner City Attorney

CONSULTANT:

RINCON CONSULTANTS, INC.

By: STEPHEN STETE
Title: President

By: Wally
Title: Vice President

ATTACHMENT A **Scope of Work**

1. WORK TASKS AND CONDITIONS

Rincon Consultants will provide contract planning services desired by the City in a manner set forth below. Work would be conducted under direction from the City Administrator.

a. Tasks

The assignment may include, but not be limited to, the following tasks:

- *Assist in planning, directing, and managing the administration of the operations of the Department of Planning;*
- *Process development applications for large-scale projects for the City, including the DJ Farms Specific Plan and Minami Annexation;*
- *Work with other city departments to resolve issues related to public works, infrastructure, and other development-related aspects of these projects;*
- *Coordinate with City staff, property owners, property owners' representatives and other agencies to keep key players informed of issues, problems, and plan progress, both verbally and in writing;*
- *Organize and prepare presentations for public workshops, public hearings (Planning Commission and City Council), and other meetings in coordination with City staff;*
- *Analyze and prepare staff reports documenting project consistency with City plans, programs and policies;*
- *Implement environmental review requirements under the California Environmental Quality Act for project applications;*
- *Process the Minami Annexation project through LAFCo review, as appropriate;*
- *Coordinate with other City departments, City attorney, consultants, and officials implementing the City's land use policies and regulations; and*
- *Work with City staff to develop and/or update guidance documents for land development, including the City's General Plan, zoning ordinance, and Capital Improvements Program.*

In addition, the following administrative tasks will be required as part of this assignment:

- *Contract administration;*
- *Project management;*
- *Vehicle mileage charges; and*
- *Printing costs.*

b. Time Commitment and Limitations

This assignment will be ongoing until further notice. Most of the tasks will be addressed from Rincon Consultants offices. Some tasks, including meeting with staff, City officials, or attending meetings or hearings will be conducted at Guadalupe city facilities. The following limitations will apply to our work assignment:

1. *Rincon will commit 16 staff hours per week, with tasks to be handled from Rincon's offices, except when meetings or hearings are required. Additional hours per week can be negotiated between the City Administrator and Rincon on a case-by-case basis.*
2. *The internal assignment of tasks will be determined by the project manager, John Rickenbach, and may include any or all of the personnel noted in the Section 2., Staffing, of this Attachment..*
3. *Rincon reserves the right to modify the personnel assigned to this task, subject to the approval of the City Administrator.*

2. STAFFING

For this assignment, Rincon proposes one senior staff member to provide assistance to the City, **John Rickenbach, AICP**. John will be assisted by other Rincon professionals as tasks demand it. **Richard Daulton, Trevor Keith, and Abe Leider** will support Mr. Rickenbach as needed on a case-by-case basis.

3. COST

Rincon Consultants will provide the proposed services to the City of Guadalupe, as previously described, on a time and materials basis. The following table indicates our billing rate for each staff member assigned to this project:

Table 1. Labor Costs For Assigned Staff

Rincon Staff Member	Billing Rate
John Rickenbach	\$125/hour
Richard Daulton	\$105/hour
Abe Leider	\$95/hour
Trevor Keith	\$85/hour
Administrative Assistant	\$55/hour

Third-party costs will be billed at cost plus 15%. We will bill the City monthly for labor and expenses incurred during the previous month. Non-labor reimbursable costs include, but are not limited to:

- *Vehicle mileage charges;*
- *Incidental expenses; and*
- *Printing costs.*

The attached Schedule of Fees details our cost for providing services.



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Principal	\$ 130-150/hour
Supervising Environmental Scientist/Planner	\$ 110-125/hour
Senior Environmental Scientist/Planner	\$ 95-110/hour
Environmental Scientist/Planner	\$ 85-95/hour
Environmental Technician	\$ 65-85/hour
Environmental Field Aide	\$ 45-55/hour
AutoCAD, GIS Technician	\$ 75-85/hour
Graphic Designer	\$ 65/hour
Clerical/Administrative Assistant	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$250/hour.

<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 100/day
Four Gas Monitor	\$ 100/day
Oil-Water Interface Probe	\$ 75/day
Water Level Indicator	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 40/day
Bailer	\$ 20/day
Disposable Bailer	\$ 15/each
Hand Auger Sampler	\$ 50/day
Brass Sample Sleeves	\$ 8/each
Decontamination Equipment	\$ 20/day
Level C Health and Safety Equipment	\$ 50/person/day
Submersible Pump	\$ 150/day
DC Purge Pump	\$ 30/day
Dissolved Oxygen Meter	\$ 40/day
Turbidity Meter	\$ 25/day
Sound Level Meter	\$ 100/day
GPS Locator	\$ 30/day
Laser Rangefinder	\$ 35/day
Integrated GPS/GIS	\$ 500/day
Field Computer Equipment	\$ 40/day
Vacuum Gas Chamber Sampler	\$ 20/day
Digital Projector/Computer	\$ 40/day
Anemometer	\$ 25/day
Soil Vapor Extraction Monitoring Equipment	\$ 125/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$7.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$50/day for regular terrain vehicle use and \$100 per day for 4-WD off-road vehicle use, plus \$0.50/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.50/mile will be charged. Rental vehicles will be billed at cost plus 15%.

CONTRACT AMENDMENT

This contract amendment (the "Amendment") is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Rincon Consultants, Inc., a California corporation ("Consultant") as of October 10, 2006.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services Between the City of Guadalupe and Rincon Consultants, Inc. (the "Agreement") on October 10, 2006;

WHEREAS, the parties inadvertently utilized language in Section 4(a) of the Agreement which causes confusion and inconvenience in making payment to Consultant.

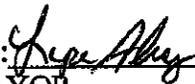
NOW THEREFORE THE PARTIES HERETO do agree as follows:

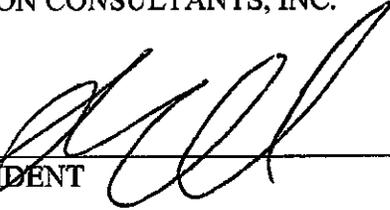
1. Section 4(a) of the Agreement is hereby amended by deleting the second sentence in Section 4(a) in its entirety.
2. This Amendment shall take effect immediately upon its execution by the parties.
3. All other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

RINCON CONSULTANTS, INC.

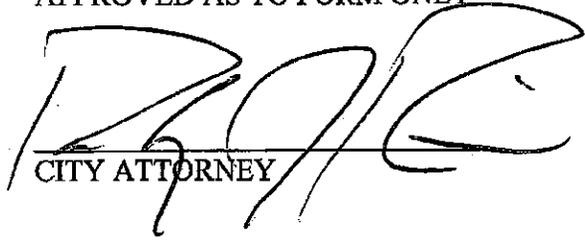
BY: 
MAYOR

BY: 
PRESIDENT

ATTEST:

APPROVED AS TO FORM ONLY


CITY CLERK


CITY ATTORNEY

CONTRACT AMENDMENT

This contract amendment (The "Amendment") is entered into by and between the City of Guadalupe, a municipal corporation (The "City) and Rincon Consultants, Inc., a California corporation ("Consultant") as of September 25, 2007.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services Between the City of Guadalupe and Rincon Consultants, Inc. (the "Agreement") on June 13, 2006.

WHEREAS, Section 1, "Term of the Agreement" states, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above.

WHEREAS, Section 1, "Term of the Agreement" states, such term may be extended upon written agreement of both parties to this Agreement..

NOW THEREFORE THE PARTIES HERETO do agree as follows:

1. Section 1 of the Agreement is hereby amended to extend the Agreement for one year until and including June 13, 2008.
2. This Amendment shall be effective as of June 13, 2007, and all City expenditures from June 13, 2007 to the date of execution are hereby ratified.
3. All other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

RINCON CONSULTANTS, INC.

By: *Lupe Abajo*
Mayor

By: *[Signature]*
President **STEPHEN SVETS, AICP**

Attest:

Approved as to form only

Brenda Hoff
City Clerk

City Attorney

CONTRACT AMENDMENT

This contract amendment (The "Amendment") is entered into by and between the City of Guadalupe, a municipal corporation (The "City) and Rincon Consultants, Inc., a California corporation ("Consultant") as of May 27, 2008.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services Between the City of Guadalupe and Rincon Consultants, Inc. (the "Agreement") on June 13, 2006.

WHEREAS, Section 1, "Term of the Agreement" states, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above.

WHEREAS, Section 1, "Term of the Agreement" states, Such term may be extended upon written agreement of both parties to this Agreement.

NOW THEREFORE THE PARTIES HERETO do agree as follows:

1. Section 1 of the Agreement is hereby amended to extend the Agreement for one year or June 13, 2009.
2. This Amendment shall take effect June 13, 2008 upon its execution by the parties.
3. Section 2 of the Agreement is hereby amended to substitute the document entitled "ATTACHMENT A, Contract Amendment #2, Scope of Work", a copy of which is attached hereto as Exhibit A, for the original Exhibit A (Scope of Services) wherever referenced in the Agreement.
4. Section 4 of the Agreement is hereby amended to substitute the document entitled "Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services", a copy of which is attached hereto as Exhibit B, for the original Exhibit B (Compensation) wherever referenced in the Agreement.
5. All other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

RINCON CONSULTANTS, INC.

By: Lupe Ahoy
Mayor

By: [Signature]
President

Attest:

Approved as to form only



City Clerk



City Attorney



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Senior Principal	\$ 150-175/hour
Principal	\$ 120-145/hour
Supervising Environmental Scientist/Planner	\$ 115-135/hour
Senior Environmental Scientist/Planner	\$ 105-125/hour
Environmental Scientist/Planner	\$ 85-95/hour
Environmental Technician	\$ 75-85/hour
Environmental Field Aide	\$ 55-65/hour
AutoCAD, GIS Technician	\$ 85-95/hour
Graphic Designer	\$ 75/hour
Clerical/Administrative Assistant	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$250/hour.

<u>Equipment</u>	<u>Unit Rate</u>	<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day	DC Purge Pump	\$ 35/day
Flame Ionization Detector	\$ 200/day	Dissolved Oxygen Meter	\$ 45/day
Four Gas Monitor	\$ 120/day	Turbidity Meter	\$ 30/day
Oil-Water Interface Probe	\$ 85/day	Sound Level Meter	\$ 125/day
Water Level Indicator	\$ 35/day	GPS Locator	\$ 35/day
Temperature-pH-Conductivity Meter	\$ 50/day	Laser Rangefinder	\$ 40/day
Bailer	\$ 25/day	Integrated GPS/GIS	\$ 550/day
Disposable Bailer	\$ 20/each	Field Computer Equipment	\$ 45/day
Hand Auger Sampler	\$ 55/day	Vacuum Gas Chamber Sampler	\$ 25/day
Brass Sample Sleeves	\$ 10/each	Digital Projector/Computer	\$ 60/day
Decontamination Equipment	\$ 25/day	Infrared Sensor Digital Camera	\$ 75/day
Level C Health and Safety Equipment	\$60/person/day	Anemometer	\$ 30/day
Submersible Pump	\$ 160/day	Soil Vapor Extraction Monitoring Equipment	\$ 140/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.10/copy for single-sided copies and \$0.20 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$75/day for regular terrain vehicle use and \$125 per day for 4-WD off-road vehicle use, plus \$0.75/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.75/mile will be charged. Rental vehicles will be billed at cost plus 15%.

December 2007



ATTACHMENT A
Contract Amendment #2
Scope of Work

1. WORK TASKS AND CONDITIONS

Rincon Consultants will provide contract planning services desired by the City in a manner set forth below. Work will be conducted under direction from the City Administrator.

a. Tasks

The assignment may include, but not be limited to, the following project tasks, as originally described in the June 2006 scope of work:

- *Assist in planning, directing, and managing the administration of the operations of the Department of Planning;*
- *Process development applications for large-scale projects for the City, including the DJ Farms Specific Plan and Minami Annexation;*
- *Work with other city departments to resolve issues related to public works, infrastructure, and other development-related aspects of these projects;*
- *Coordinate with City staff, property owners, property owners' representatives and other agencies to keep key players informed of issues, problems, and plan progress, both verbally and in writing;*
- *Organize and prepare presentations for public workshops, public hearings (Planning Commission and City Council), and other meetings in coordination with City staff;*
- *Analyze and prepare staff reports documenting project consistency with City plans, programs and policies;*
- *Implement environmental review requirements under the California Environmental Quality Act and National Environmental Policy Act for project applications (Rincon has the capability of conducting CEQA/NEPA reviews with in-house staff, or could assist the City in managing outside consultants for certain projects.);*
- *Process the Minami Annexation project through LAFCo review, as appropriate;*
- *Coordinate with other City departments, City attorney, consultants, and officials implementing the City's land use policies and regulations; and*
- *Work with City staff to develop and/or update guidance documents for land development, including the City's General Plan, zoning ordinance, and Capital Improvements Program.*

The following additional long-range planning activities (not originally described in the original June 2006 contract) are also part of the scope of work, subject to authorization by the City Administrator on a case-by-case basis. :



- *Update the City's Housing Element, which is required to be adopted by August 2009*
- *Update other General Plan Elements where deficiencies are identified or to meet new City goals*
- *Review and update the City's zoning map to reflect recent changes*
- *Perform a consistency review between the City's General Plan Land Use Map and Zoning Map, making recommendations to update either or both maps to address potential inconsistencies.*
- *Perform a consistency review between the City's Zoning Code and General Plan. This review could include a "clean-up" of existing Code sections to clarify aspects of the Zoning Code that may be subject to misinterpretation, or that are difficult to implement.*
- *Develop telecommunications standards for inclusion in the zoning ordinance*
- *Develop a parking in-lieu fee program*
- *Update the City's development impact fee program*
- *Perform an inventory of historic structures*
- *Continue participation on the City's Development Review Committee*
- *Continue staffing of Planning Commission meetings*
- *Providing Planning Counter staff services, liaison with Building and Safety staff for intake of planning applications, and fielding Planning Counter inquiries and requests for assistance*
- *Prepare Design Review Guidelines*
- *Represent the City on SBCAG's Technical Planning Advisory Committee (TPAC)*
- *Provide biological resource assistance in support of planning efforts, including biological field work, habitat assessment, wetland delineations, habitat conservation plans, and rare plant/animal surveys. Rincon staff will also review biological reports provided as part of project applications.*
- *Provide environmental site assessment services, including but not limited to Phase 1 and 2 environmental site assessments, and soil and groundwater remediation as needed. Rincon staff will also review geoenvironmental reports provided as part of project applications.*

In addition, the following administrative tasks will be required as part of this assignment:

- *Contract administration;*
- *Project management;*
- *Vehicle mileage charges; and*
- *Printing costs.*



b. Time Commitment and Limitations

This assignment will be ongoing until further notice. Most of the tasks will be addressed from Rincon Consultants offices. Some tasks, including meeting with staff, City officials, or attending meetings or hearings will be conducted at Guadalupe City facilities. The following limitations will apply to our work assignment:

1. *Rincon will commit an appropriate number of staff hours per week, commensurate with the assignments authorized by the City. In general, tasks are to be handled from Rincon's offices, except when meetings or hearings are required*
2. *The internal assignment of tasks will be determined by the project manager, John Rickenbach, and may include any or all of the personnel noted in the Section 2., Staffing, of this Attachment..*
3. *Rincon reserves the right to modify the personnel assigned to this task, subject to the approval of the City Administrator.*

2. STAFFING

Rincon has assigned two senior staff members to provide assistance to the City, **John Rickenbach, AICP, and Rob Mullane**. John is designated as the Project Manager, and Rob is the Assistant Project Manager. John and Rob will be further assisted by other Rincon professionals as tasks demand it. **Richard Daulton, Rob Fitzroy, Chris Bersbach, and Abe Leider** will provide support as needed on a case-by-case basis. **Kevin Merk** is Rincon's lead biologist for assignments involving biological resources, and **Scott English** is Rincon's lead assessor for groundwater and soil assessment and remediation assignments. Other Rincon staff not named above may also assist as needed. **Stephen Svete, AICP,** is Rincon's Contract Administrator for this assignment

3. COST

Rincon Consultants will provide the proposed services to the City of Guadalupe, as previously described, on a time and materials basis. The following table indicates our billing rate for each staff member assigned to this project:

Table 1. Labor Costs For Assigned Staff

Rincon Staff Member	Billing Rate
Stephen Svete	\$175/hour
John Rickenbach	\$145/hour
Rob Mullane, Richard Daulton, Abe Leider, Kevin Merk	\$125/hour
Scott English	\$115/hour
Chris Bersbach, Rob Fitzroy	\$85/hour
Graphics assistance	\$75/hour
Administrative Assistant	\$55/hour

Other Rincon personnel not named above will be billed as appropriate, based on the attached Schedule of Fees. Third-party costs will be billed at cost plus 15%. We will bill the City monthly for labor and expenses incurred during the previous month. Non-labor reimbursable costs include, but are not limited to:



- *Vehicle mileage charges;*
- *Incidental expenses; and*
- *Printing costs.*

If directed by the City Administrator, Rincon will provide the City with preliminary cost estimates for any of the above activities or programs prior to their authorization and commencement. As needed, Rincon may engage the services of third parties to assist in the completion of the assigned tasks.

The attached "Schedule of Fees, December 2007" provides details regarding the cost of labor, equipment, and mileage relative to providing services for this assignment.

CONTRACT AMENDMENT

This contract amendment (The "Amendment") is entered into by and between the City of Guadalupe, a municipal corporation (The "City) and Rincon Consultants, Inc., a California corporation ("Consultant") as of June 9, 2009.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services Between the City of Guadalupe and Rincon Consultants, Inc. (the "Agreement") on June 13, 2006.

WHEREAS, Section 1, "Term of the Agreement" states, the term of this Agreement shall be for a period of month to month from the date of execution of this Agreement, as first shown above.

WHEREAS, Section 1, "Term of the Agreement" states, Such term may be extended upon written agreement of both parties to this Agreement.

NOW THEREFORE THE PARTIES HERETO do agree as follows:

1. Section 1 of the Agreement is hereby amended to extend the Agreement for month to month basis .
2. This Amendment shall take effect June 9, 2009 upon its execution by the parties.
3. Section 2 of the Agreement is hereby amended to substitute the document entitled "ATTACHMENT A, Contract Amendment #2, Scope of Work", a copy of which is attached hereto as Exhibit A, for the original Exhibit A (Scope of Services) wherever referenced in the Agreement.
4. Section 4 of the Agreement is hereby amended to substitute the document entitled "Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services", a copy of which is attached hereto as Exhibit B, for the original Exhibit B (Compensation) wherever referenced in the Agreement.
5. All other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

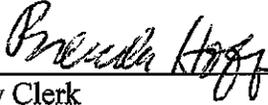
CITY OF GUADALUPE

By: Virginia Mora Ponce
Mayor Pro Tem

RINCON CONSULTANTS, INC.

By: [Signature]
President

Attest:

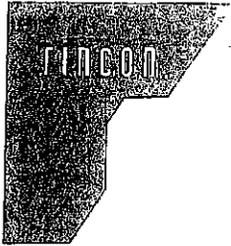


City Clerk

Approved as to form only



City Attorney



Rincon Consultants, Inc.
 1530 Monterey Street, Suite D
 San Luis Obispo, California 93401
 805 547 0900
 FAX 547 0901

info@rinconconsultants.com

RECEIVED

MAY 18 2009

CITY OF GUADALUPE
 City Clerk or Deputy City Clerk

May 14, 2009
 Job No. 06-59810

Carolyn Galloway-Cooper
 City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, California 93434

Subject: Contract Amendment #3 for Contract Planning Services for the City of Guadalupe

Dear Ms. Galloway-Cooper:

Rincon Consultants, Inc. is pleased to submit this request to extend our contract planning services to the City of Guadalupe for an additional year. We have provided such services to the City since June 2006, and look forward to continuing to assist the City with this important role. Our current contract extends through June 2009.

With this amendment, the contract would be extended an additional year. We are providing an updated scope of services and our current schedule of fees. There no substantive changes to the scope of work; the only change is to refer to the new date of the scope and the correct schedule of fees attachment. It should be emphasized that our billing rates to the City are not changing with this extension. Our billing rates will remain consistent with the August 2008 schedule of fees, which are the basis of our existing contract with the City.

The existing contract will only need a minor update to allow for the extension of the contract term to June 13, 2010. We would be happy to review a draft of the contract amendment, prior to it going to the City Council.

Thank you for the opportunity to continue to provide planning consulting services to the City of Guadalupe, and we look forward to continuing our positive working relationship.

Sincerely,

RINCON CONSULTANTS, INC.

John Rickenbach, AICP
 Principal

Stephen Svete, AICP
 President

Attachments:

1. Revised scope of services dated May 2009
2. Current Rincon Fee Schedule

ATTACHMENT A
Contract Amendments #2 and #3
Scope of Work

1. WORK TASKS AND CONDITIONS

Rincon Consultants will provide contract planning services desired by the City in a manner set forth below. Work will be conducted under direction from the City Administrator.

a. Tasks

The assignment may include, but not be limited to, the following project tasks, as originally described in the June 2006 scope of work:

- *Assist in planning, directing, and managing the administration of the operations of the Department of Planning;*
- *Process development applications for large-scale projects for the City, including the DJ Farms Specific Plan and Minami Annexation;*
- *Work with other city departments to resolve issues related to public works, infrastructure, and other development-related aspects of these projects;*
- *Coordinate with City staff, property owners, property owners' representatives and other agencies to keep key players informed of issues, problems, and plan progress, both verbally and in writing;*
- *Organize and prepare presentations for public workshops, public hearings (Planning Commission and City Council), and other meetings in coordination with City staff;*
- *Analyze and prepare staff reports documenting project consistency with City plans, programs and policies;*
- *Implement environmental review requirements under the California Environmental Quality Act and National Environmental Policy Act for project applications (Rincon has the capability of conducting CEQA/NEPA reviews with in-house staff, or could assist the City in managing outside consultants for certain projects.);*
- *Process the Minami Annexation project through LAFCo review, as appropriate;*
- *Coordinate with other City departments, City attorney, consultants, and officials implementing the City's land use policies and regulations; and*
- *Work with City staff to develop and/or update guidance documents for land development, including the City's General Plan, zoning ordinance, and Capital Improvements Program.*

The following additional long-range planning activities (not originally described in the original June 2006 contract) are also part of the scope of work, subject to authorization by the City Administrator on a case-by-case basis. :

b. Time Commitment and Limitations

This assignment will be ongoing until further notice. Most of the tasks will be addressed from Rincon Consultants offices. Some tasks, including meeting with staff, City officials, or attending meetings or hearings will be conducted at Guadalupe City facilities. The following limitations will apply to our work assignment:

1. *Rincon will commit an appropriate number of staff hours per week, commensurate with the assignments authorized by the City. In general, tasks are to be handled from Rincon's offices, except when meetings or hearings are required*
2. *The internal assignment of tasks will be determined by the project manager, John Rickenbach, and may include any or all of the personnel noted in the Section 2., Staffing, of this Attachment..*
3. *Rincon reserves the right to modify the personnel assigned to this task, subject to the approval of the City Administrator.*

2. STAFFING

Rincon has assigned two senior staff members to provide assistance to the City, **John Rickenbach, AICP**, and **Rob Mullane**. John is designated as the Project Manager, and Rob is the Assistant Project Manager. John and Rob will be further assisted by other Rincon professionals as tasks demand it. **Richard Daulton, Rob Fitzroy, Chris Bersbach**, and **Abe Leider** will provide support as needed on a case-by-case basis. **Kevin Merk** is Rincon's lead biologist for assignments involving biological resources, and **Scott English** is Rincon's lead assessor for groundwater and soil assessment and remediation assignments. Other Rincon staff not named above may also assist as needed. **Stephen Svete, AICP**, is Rincon's Contract Administrator for this assignment

3. COST

Rincon Consultants will provide the proposed services to the City of Guadalupe, as previously described, on a time and materials basis. The following table indicates our billing rate for each staff member assigned to this project:

Table 1. Labor Costs For Assigned Staff

Rincon Staff Member	Billing Rate
Stephen Svete	\$175/hour
John Rickenbach	\$145/hour
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Scott English	\$115/hour
Chris Bersbach, Rob Fitzroy	\$85/hour
Graphics assistance	\$75/hour
Administrative Assistant	\$55/hour

Other Rincon personnel not named above will be billed as appropriate, based on the attached Schedule of Fees. Third-party costs will be billed at cost plus 15%. We will bill the City monthly for labor and expenses incurred during the previous month. Non-labor reimbursable costs include, but are not limited to:



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional and Technical Personnel

	<u>Hourly Rate</u>
Senior Principal	\$ 155-190/hour
Principal	\$ 125-150/hour
Supervising Environmental Scientist/Planner	\$ 120-140/hour
Senior Environmental Scientist/Planner	\$ 110-130/hour
Environmental Scientist/Planner	\$ 85-105/hour
Environmental Technician.....	\$ 75-85/hour
Environmental Field Aide.....	\$ 55-65/hour
AutoCAD, GIS Technician.....	\$ 85-95/hour
Graphic Designer	\$ 75/hour
Clerical/Administrative Assistant.....	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Equipment

	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day
Flame Ionization Detector	\$ 200/day
Four Gas Monitor	\$ 120/day
Oil-Water Interface Probe	\$ 85/day
Water-Level Indicator	\$ 35/day
Temperature-pH-Conductivity Meter	\$ 50/day
Bailer	\$ 25/day
Disposable Bailer	\$ 20/each
Hand Auger Sampler	\$ 55/day
Brass Sample Sleeves	\$ 10/each
Decontamination Equipment	\$ 25/day
Level C Health and Safety Equipment	\$60/person/day
Submersible Pump	\$ 160/day

Equipment

	<u>Unit Rate</u>
DC Purge Pump	\$ 35/day
Dissolved Oxygen Meter	\$ 45/day
Turbidity Meter	\$ 30/day
Sound Level Meter	\$ 125/day
General Field GPS	\$ 25/job
Laser Rangefinder	\$ 40/day
Integrated GPS/GIS	\$ 250/day
Field Computer Equipment	\$ 45/day
Vacuum Gas Chamber Sampler	\$ 25/day
Digital Projector/Computer	\$ 60/day
Infrared Sensor Digital Camera	\$ 75/day
Anemometer	\$ 30/day
Soil Vapor Extraction Monitoring Equipment	\$ 140/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.

August 2008

**Rincon Consultants Inc.
Environmental Review of the
City of Guadalupe Redevelopment Plan Amendment
Approved: RDA May 27, 2009**



Rin Consultants, Inc.

1530 Monterey Street, Suite D
San Luis Obispo, California 93401

805 547 0900

FAX 547 0901

info@rinconconsultants.com

www.rinconconsultants.com

RECEIVED

MAY 27 2008

CITY OF GUADALUPE
City Clerk or Deputy City Clerk

May 22, 2008
Project No. 06-59811

Carolyn Galloway-Cooper
City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, California 93434

**Subject: Scope of Work for Environmental Review of City of Guadalupe
Redevelopment Plan Amendment**

Dear Ms. Galloway-Cooper:

Rincon Consultants, Inc. is pleased to submit this proposal to prepare an Initial Study for the City of Guadalupe's Redevelopment Plan Amendment. We welcome the opportunity to work with City staff and the City's redevelopment consultant, Tierra West Advisors, on this important task. We believe that Rincon is especially well qualified to offer the City the technical expertise needed to guide the City through the CEQA process for this project.

Rincon staff has extensive experience with similar assignments, as well as a successful history working in City of Guadalupe and throughout the Central Coast region. The project will be supervised by John Rickenbach, AICP and managed by Rob Mullane, MS. Mr. Rickenbach and Mr. Mullane have served as the primary contract planning staff for the City since June 2006, and are very familiar with the needs of the City for this task.

Rincon has produced numerous Negative Declarations, EIRs, and other planning assignments in the area. In addition, Rincon has pertinent experience with CEQA projects in the City of Guadalupe through our contract planning staff role in assisting the City and the City's EIR consultant PMC with the D.J. Farms Revised Specific Plan EIR and the Minami Specific Plan and Annexation EIR (in preparation). Finally, Rincon has assisted redevelopment agencies in the cities of Oxnard and Carson with CEQA review for plan amendments. With our team's direct experience on similar projects and our broad in-house expertise, we believe that we are uniquely qualified to assist the City with this assignment.

This proposal includes: (1) our proposed work scope; (2) our cost estimate for completing the proposed work; (3) a schedule for completion of each phase of the CEQA review; and (4) a description of the management team for the project. We have also provided a list of pertinent projects.



Thank you for the opportunity to provide this proposal. We hope it is favorably received and look forward to continuing to meet the City's Planning needs.

Sincerely,
RINCON CONSULTANTS, INC.

Rob Mullane, MS
Senior Planner

Stephen Svete, AICP
President

Scope of Work Authorized by:

Carolyn Galloway-Cooper
City of Guadalupe
City Administrator



WORK PROPOSAL

1. UNDERSTANDING OF THE ASSIGNMENT

The City of Guadalupe has requested assistance with the environmental review under CEQA of an amendment to the City's Redevelopment Agency Plan (RAP Amendment). The RAP Amendment will be completed by the City's Redevelopment Consultant, Tierra West Advisors, and Rincon is submitting this proposal to assist the City with the associated CEQA document.

Based on the City's and Rincon's understanding of the scope of this RAP Amendment, it is assumed that a Mitigated Negative Declaration (MND) will be the required CEQA document. This MND will be based on the 1985 EIR associated with the initial formation of the City's Redevelopment Plan and Agency. The CEQA document will be circulated for public and agency review along with the draft RAP Amendment. The CEQA document will also be used for the requisite City approvals and other agency reports. Rincon staff will be responsible for all noticing and correspondence with the State Clearinghouse and any responsible agencies related to the environmental review and would attend the adoption hearing before the City's Redevelopment Agency.

Although the draft RAP Amendment has not been completed yet, the amendment will focus on an increase in the tax increment cap and a time extension on the redevelopment plan. The amendment may also identify specific projects or programs that the Redevelopment Agency intends to implement. The CEQA document for the RAP Amendment will consider these components on a programmatic level, and provide a basis for tiered consideration of any subsequent project-specific CEQA review.

2. SCOPE OF WORK AND COST

The first task in the CEQA review process is the preparation of an Initial Study. The Initial Study will summarize the proposed RAP Amendment and discuss the potential environmental effects of the amendment's implementation. The conclusions of the Initial Study are the basis for determining what the appropriate CEQA document will be: a Negative Declaration, a Mitigated Negative Declaration, or an Environmental Impact Report (EIR).

Given that it is not known at this point what the type of CEQA document is required, we are providing a detailed scope of work and cost for all tasks up to and including the preparation of the Initial Study. We are also providing a cost range for preparation, circulation, and finalization of the MND, as this is the expected level of CEQA review given what we know to date.

The preparation of the Initial Study will involve the following tasks and estimated number of hours by task:

1. Review RAP Amendment scope and previous environmental review applicable to the Redevelopment Plan Area - 16 hours
2. Prepare Initial Study - 30 hours
3. Meet with City staff and Tierra West staff to go over Initial Study - 4 hours
4. Revise Initial Study based on City and Tierra West review comments - 6 hours

Rincon Consultants will prepare the RAP Amendment Initial Study, in accordance with this proposed scope of services, for a cost not to exceed to \$6,290. Approximately 24 hours of work at the associate planner level are assumed; the remaining 34 hours would be at the Senior Planner or Principal level. It should be noted that the work completed on the Initial Study would be readily incorporated into the required environmental document, such that the cost of preparing the Initial Study would defray costs of the subsequent work on the environmental document.

Once the Initial Study has been prepared, it will be known if a ND, MND, or EIR is the required CEQA document. Based on our understanding of the project and the potential for tiering off the 1985 Guadalupe Redevelopment Project EIR, we anticipate that the likely CEQA document will be a MND. Assuming this is the case, the following tasks would be required.

5. Conversion of the Initial Study into a draft Initial Study /Mitigated Negative Declaration (IS/MND) and circulation for review. Key issue areas are likely to include: Cultural and Historic Resources, Hazards and Hazardous Materials, Noise, Hydrology/Water Quality, and Public Services, and Utilities.
6. Prepare the Notice of Intent to adopt the MND (NOI)¹
7. Revise draft MND (based on City, Tierra West, and reviewer comments)
8. Prepare for and attend MND review and adoption hearings at the Planning Commission and the Redevelopment Agency
9. Prepare Notice of Completion (NOC)¹
10. Prepare and deliver final MND to the City

The work completed on the Initial Study would be readily incorporated into the required environmental document, such that the cost of preparing the Initial Study would defray costs of the subsequent work on the environmental document.

The cost for the preparation, circulation, and finalization of the required CEQA document cannot be determined with certainty at this time. Again, based on the assumption that an MND is the appropriate document, the cost range for completion of this second phase of the environmental review would be approximately \$12,000 to \$25,000. This cost estimate range includes work by Rincon staff and does not include work by specialized sub-consultants such as traffic consultants, historical resource experts, utility experts, and the like. Rincon will prepare a detailed scope of work and cost estimate for this second phase of the environmental review once the initial study has been completed and reviewed. That estimate would include any sub-consultant costs.

¹ Unless this is within Tierra West's scope of work



Upon request, additional work not included herein will be completed in accordance with the Rincon Consultants Schedule of Fees. One additional task that may be needed for the Hazards and Hazardous Materials section would be a Phase I Environmental Site Assessment for the Redevelopment Plan Area or portions of the Plan Area. This could be completed either as part of the Initial Study or as part of the subsequent environmental review. Rincon Consultants are experts in Environmental Site Assessment and could provide this service in house.

3. SCHEDULE

Upon written authorization to proceed, Rincon will commence work immediately. This initial work includes the background research noted in Task #1. Rincon will deliver a draft Initial Study (Task #2) to the City within 30 working days of receiving the draft RAP Amendment project description, and would schedule the meeting with City staff to go over the draft Initial Study (Task #3) within 5 working days of delivery of the study. The revisions to the Initial Study (Task #4) will be delivered within 5 working days of receiving all comments on the draft Initial Study.

A schedule for the second phase of environmental review would be provided with that phase's cost and scope. However, the total duration of work is estimated to be approximately 4 to 6 months from receipt of the draft RAP amendment project description and initiation of work on the Initial Study.

4. MANAGEMENT TEAM, COMPANY INFORMATION, AND EXPERIENCE

The project will be supervised by **John Rickenbach, AICP** and managed by **Rob Mullane, MS**. John and Rob will be assisted by other Rincon professionals as tasks demand. As project manager, Rob will coordinate and supervise the work of other Rincon staff and ensure that all staff have a thorough understanding of the tasks involved.

John Rickenbach, Principal, currently manages Rincon's San Luis Obispo office and has over 19 years of experience in the urban and environmental planning field. Since 2000, he has assisted the City of Pismo Beach with the processing of the Los Robles Del Mar project, a large Specific Plan for that City. He has provided contract planning assistance to the cities of San Luis Obispo and Grover Beach. John also managed or primarily authored CEQA and NEPA environmental documentation for several agencies in Santa Barbara County, including the City of Santa Maria and City of Solvang.

Rob Mullane, Senior Planner, has over 10 years of experience in planning, municipal services, and environmental impact analyses. Rob currently oversees the day to day operations of Rincon's contract planning services for the City of Guadalupe and has an excellent working relationship with all City staff. He also has managed a number CEQA and planning projects in the area including the Santa Ynez Community Plan EIR (project manager), the Santa Barbara County New County Jail Subsequent EIR (project manager), and the Lompoc General Plan Update and EIR (assistant project manager).



Rincon Consultants, Inc.

Rincon Consultants, Inc. is a multi-disciplinary environmental sciences, planning, and engineering consulting firm with offices in San Luis Obispo, Ventura, and Carlsbad, California. Founded in 1994, Rincon provides quality professional services to both government and industry. Our highly trained professionals have many years of experience in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management. Our approach focuses on well-designed solutions that respond to our clients' specific needs in a cost-effective manner. Our work has been recognized by the American Planning Association and the Association of Environmental Professionals for its excellence.

At Rincon, we understand that client communications and project management are the cornerstones upon which projects are successfully completed. Our staff has extensive formal training and on the job experience related to project management skills. These skills, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent in every project. We take pride in our profession, our work product, and ensuring that each client is satisfied with the selection of Rincon to serve their consulting needs.

The following is a summary of the services provided by Rincon:

- *Planning Studies, including Constraints Studies*
- *General Plans and Elements*
- *CEQA Compliance (EIRs, Initial Studies, Mitigation Programs)*
- *Contract Planning Services*
- *Biological Resource Services (Rare and Endangered Species surveys; Wetland Delineations, Revegetation); NEPA Compliance (Environmental Assessments, EISs)*
- *Phase I and II Environmental Site Assessments*
- *Hazardous Waste characterization and remediation*
- *Noise and Air Quality Studies*
- *Geological and Seismic studies*
- *Construction and Mitigation Monitoring*
- *Specific Plans, Site Planning, Community Design*
- *Alternative Transportation (Equestrian/Pedestrian/Bicycle planning)*
- *Regulatory Compliance as it pertains to these areas of expertise*

A select list of projects that illustrates Rincon's CEQA experience in the area follows. In addition to our extensive experience with EIRs for various agencies in the area, we also have completed a number of Negative Declarations, most typically in a contract staff planning role similar to our role for Monterey County and our assistance to the City of Buellton. We have also conducted environmental review specific to the establishment of redevelopment plan areas or revisions to these plan areas, including RDA plans for the City of Oxnard and the City of Carson.

**Orcutt Area Specific Plan Processing Services and EIR***City of San Luis Obispo*

Rincon assisted the City of San Luis Obispo in processing the Orcutt Area Specific Plan. Over an 18-month period, we conducted workshops, and worked with staff and consultants to guide the planning process, including a revision of the Orcutt Area Specific Plan. The controversial process ultimately resulted in Rincon's preparation of an Environmental Impact Report for the Specific Plan, with extensive public participation. The project has facilitated a high level of exposure to regulatory and political issues facing the City, and has required us to coordinate with the various City departments on an on-going basis. Rincon is also preparing an EIR to analyze the potential impacts of this development.

Monterey County Contract Planning Services*Monterey County*

Rincon is providing staff assistance for multiple assignments in Monterey County. Our typical tasks are to prepare CEQA documents, staff reports, constraints studies, and technical assistance in processing these projects. Rincon also attends meetings and presents findings, as appropriate.

Oak Springs Village Specific Plan EIR*City of Buellton*

Rincon prepared an EIR for a highly visible specific plan area in the City of Buellton, at the northeastern corner of Highway 246 and the frontage road adjacent to U.S. 101. The EIR evaluated a mixed use project, and included mitigation measures to ensure both internal compatibility, and compatibility with nearby commercial, residential, and industrial uses.

North County Jail Staged EIR and SEIR*County of Santa Barbara*

Rincon prepared a Staged EIR for the North County Jail project in 1997-98 and more recently prepared a subsequent EIR examining a new project site. Key issues for the both EIRs included aesthetics, biology, hydrology, agricultural land conversion, land use compatibility, and potential hazards and contamination related to past oil field development.

Union Valley Parkway Extension/US 101 Interchange EA/EIR*City of Santa Maria*

Rincon is preparing a combined EA/EIR for the extension of Union Valley Parkway and its proposed interchange with U.S. Highway 101. The document is requiring close coordination between the City, County, Caltrans, and FHWA, particularly through the review process to satisfy the varying requirements of those agencies. The document is being prepared to comply with Caltrans District 5 formatting requirements, which is necessary to help streamline the process. Several technical studies, including a Natural



Environment Study (NES), Biological Assessment (BA), Initial Site Assessment (ISA), visual impact study, air quality study, and noise study, were prepared to support the NEPA documentation, in accordance with Caltrans and FHWA requirements.

Santa Maria Business Park Specific Plan EIR

Santa Maria Public Airport District

Rincon prepared an EIR to address changes to the City of Santa Maria's Business Park Specifics Pan. The 740-acre area would support a variety of land uses, including housing, industrial, commercial, and a golf course. A key consideration in the study was a project alternative that avoided potential impacts to a variety of sensitive species, including the California Tiger Salamander.

Oxnard Redevelopment Project Initial Study and EIR

City of Oxnard Community Development Commission

Rincon Consultants, Inc. assisted the City of Oxnard with the environmental processing and impact evaluation of a Citywide Redevelopment Plan adoption. This project involved evaluation of the City's objectives and technical assistance with regard to compliance with AB 1290 and the California Environmental Quality Act (CEQA). The Redevelopment area included 21 subareas and encompasses over 2,100 acres. The area would facilitate buildout at prescribed General Plan land use densities and could accommodate: approximately 900 residential units; 2.0 million square feet of retail commercial development; 5.5 million square feet of general commercial development; and 3.9 million square feet of new development. The project involved a visual characterization of the area to identify blight characteristics and preparation of an Initial Study to identify environmental issues. Preparation of an environmental impact report is currently ongoing and is focusing on traffic, public services, infrastructure, air quality, land use, and noise issues.

Sixth Amendment to Project Area No. 1 and Carson Merged and Amended Project EIRs

City of Carson Redevelopment Agency

Rincon Consultants prepared two simultaneous EIRs regarding changes in the Redevelopment Project Areas. The sixth amendment to Area No. 1 added 608 acres, including the Shell Oil Refinery, with a development potential of almost 6 million square feet of industrial uses and 1 million square feet of commercial uses. The Merged Project Area involves primarily 1.5 million square feet of potential industrial development. Both EIRs address the land use implications of the amendments, the related effects on population and housing, geologic conditions, water resources, air quality, traffic, noise, aesthetics, cultural resources, and the effects on public services and utilities. Of particular importance was the examination of public health hazards due to the inclusion within the project areas of older industrial and manufacturing areas associated with the Wilmington oil field and the known location of several old landfills.





This proposal is valid for a period of 30 days from the date of the proposal and is fully negotiable to meet the needs of the City of Guadalupe.

We appreciate the opportunity to assist the City with this project. Please let us know if you have any questions about this proposal.