

**BONSALL UNIFIED SCHOOL DISTRICT PROFESSIONAL SERVICES AGREEMENT
FOR CEQA AND REGULATORY PERMITTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 19th day of January, 2017 by and between BONSALL UNIFIED SCHOOL DISTRICT (“District”) and ENVIRONMENTAL SCIENCE ASSOCIATES, a CEQA (California Environmental Quality Act) and Regulatory Permitting Services Consultant (“Consultant”). District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. District is a California school district and is in need of professional services for District’s Bonsall High School Project. (“Project”).

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE 1

Scope of Services to be Performed

1.1 Scope of Services to be Performed. The scope of services to be provided by Consultant is set forth on Exhibit “A” attached hereto and by this reference incorporated herein (“Scope of Services”). Consultant warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Changed Work Task Orders. District may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Consultant (“Task Order”) and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit “B” attached hereto and by this reference incorporated herein. Consultant shall not perform and District shall not be liable for any services performed by Consultant unless written authorization from District is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order.

1.3 Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

1.4 Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the District, whether or not such reports must be submitted to the District.

1.5 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Scope of Services and shall give all notices necessary and obtain all required inspections. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.6 Time to Perform Services. Consultant shall perform the services in accordance with the schedule set forth on Exhibit "A" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk. Consultant shall confer as requested with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

1.7 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.8 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District staff, consultants and other staff at all reasonable times.

1.9 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. District shall compensate Consultant for the services performed pursuant to this Agreement on a time and material basis in accordance with the rates set and scope of services set forth in Exhibit "A" attached hereto and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant

under this Agreement exceed amounts set forth in Exhibit "A", unless otherwise expressly authorized by a Task Order.

2.2 Billing Procedure.

(a) Consultant shall submit, on or before the twentieth (20th) day of each month, to District, accurate, detailed and complete statements for services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Consultant. The Invoices shall be supported by such data substantiating the Consultant's right to payment as District may require.

(b) Payment shall not constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.3 Payment. District shall make payment to Consultant within thirty (30) days of receipt of an undisputed Invoice or the resolution of any billing dispute. District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

ARTICLE 3

Accounting, Inspection and Audit

3.1 Records. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give District and its agents, during normal business hours, access to such Books and Records. District and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where District has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to District and its Representatives.

ARTICLE 4

Termination

4.1 Termination. District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges District's right to terminate this Agreement as provided in this Section, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 5

California Labor Code Provisions

5.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5.2 Registration and Labor Compliance. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 6

Project Manager

6.1 Representative of Consultant. Eric Ruby ("Consultant Representative") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Consultant shall not substitute any person as Consultant Representative without first notifying District in writing of Consultant's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant Representative is unacceptable, Consultant shall submit alternate candidates until District determines that substitute Consultant Representative is acceptable.

6.2 Representative of District. David Medcalf is hereby designated as the representative of District and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Consultant produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Work Product in Consultant's possession or control.

ARTICLE 8

Insurance

8.1 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "E" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain pursuant to this Article, unless otherwise approved in writing by District, and shall furnish separate certificates and endorsements for each subcontractor.

8.2 Failure to Provide Insurance. If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall

have the right, at District's election and upon twenty (20) days' notice to Consultant to procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. District shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 9

Indemnification

9.1 Consultant's Duty to Indemnify. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that allegedly arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

In addition, Consultant shall defend, with counsel of District's choosing and, to the extent permitted by Civil Code Section 2782.8, and required by the preceding paragraph of this Article, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Consultant shall similarly pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant, to the same extent, shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its Board, members of the Board, employees, or authorized volunteers.

ARTICLE 10

General Provisions

10.1 Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the

address indicated below, unless the Party giving such notice has been notified, in writing, of a change of address:

DISTRICT:

Bonsall Unified School District
31505 Old River Road
Bonsall, California 92003
Attention: Superintendent

CONSULTANT:

ESA
550 West C Street, Suite 750
San Diego, CA 92101
Attention: Eric Ruby

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

10.2 Separate Contracts. Consultant understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Consultant as District desires.

10.3 Notification. In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Consultant shall, within one (1) business day of actual knowledge of the problem or potential problem, notify District in writing and by telephone.

10.4 Compliance. All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed under this Agreement.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

10.6 No Waiver. The fact that District has made payment under this Agreement shall not be interpreted so as to imply District has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.7 Assignment and Subcontractors. Consultant shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of District, which consent may be

withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Consultant.

10.8 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent or employee of District, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

10.9 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to the Consultant in the event of any default or breach by District or for any amount which may become due to the Consultant or for any breach of the terms of this Agreement.

10.10 Conflict of Interest. No director, officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.11 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

10.12 Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, as determined by the District in its sole discretion, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1 or the District, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

10.13 Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

10.14 Best Efforts. The Consultant recognizes the relations of trust and confidence that are established by this Agreement, and covenants with District to furnish his/her best skill and judgment, and to actively cooperate and assist in furthering the best interests of District in all matters pertaining to the work. The Consultant agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most expeditious and economical manner consistent with District's best interests. The Consultant's employees assigned to the work shall at all times be reasonably satisfactory to District.

10.15 Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify District should Consultant, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

10.16 Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District's governing board. Any amendments to this Agreement shall require Board approval or ratification.

10.17 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.18 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

10.19 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.20 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Diego County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

10.21 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.22 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.23 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.24 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.25 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.26 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.27 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.28 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.29 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Consultant.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

“CONSULTANT”
ENVIRONMENTAL SCIENCE
ASSOCIATES (ESA)

“DISTRICT”
BONSALL UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT LIST

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" PROFORMA TASK ORDER

EXHIBIT "C" INSURANCE REQUIREMENTS

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services for this Project shall be performed in accordance with the scope, compensation, and schedule set forth in Consultant's Proposal dated November 28, 2016, as attached hereto and incorporated herein by this reference.

[Proposal to be Attached]

Proposed Project Approach, Understanding, and Scope

Project Understanding / Approach Overview

Bonsall Unified School District (BUSD) has requested a proposal for preparation of California Environmental Quality Act (CEQA) documentation that will either be a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR), and regulatory permitting services for the proposed Bonsall High School project, located west of Gird Road and north of State Route (SR) 76. The proposed high school is envisioned to accommodate 1,500 students in grades 9-12 and 50-60 district staff. The high school is proposed to include 150,000 SF of building space for classrooms, administrative offices, and a performing arts center and will be constructed in phases. Passive athletic fields will be included in the project, although no stadium seating or night lighting is proposed. Access will be provided via Gird Road and student and staff parking will be accommodated onsite.

This proposal has been prepared based upon the requirements contained in the District's Request for Proposal (RFP) dated November 10, 2016, responses to submitted RFP questions, and has been structured to follow the requested response format.

A preliminary Initial Study has been prepared by the district pursuant to CEQA to assist in determining the appropriate type of environmental document required for the proposed project. In addition, the following studies have been prepared to assist with preliminary site planning and CEQA document scoping:

- > Preliminary Site Planning and Programming – Baker Nowicki Design Studio
- > Biological Resource Assessment – Hernandez Environmental Services
- > Traffic Report – Kunzman Associates
- > Phase 1 ESA – Padre Associates
- > Geotechnical Engineering and Hazards Report – Leighton & Associates

The above outlined consultants will remain under contract to BUSD to assist with technical aspects of the CEQA document preparation, but will be managed by the CEQA consultant. In addition to the above outlined technical studies, ESA will prepare the following required technical studies for incorporation in the either the MND or EIR:

- > Air Quality/Greenhouse Gas Technical Report
- > Phase I Cultural Resource Assessment
- > Noise Technical Report

Since the Initial Study has not been finalized due to the timing and unknown results of the required sensitive biological resource surveys, our proposal has been structured in an either/or format – including a scope of work and cost for both a MND option and an EIR option. The scope of work has been structured to present the tasks required for an EIR first, followed by the tasks for an MND. CEQA tasks that are the same for both an EIR and MND are only discussed in the EIR option.

The proposal also includes a scope of work for regulatory permitting services, although no cost has been provided pursuant to the direction in the RFP. These costs will be determined at a future time once the results of the sensitive biological resource surveys are known. Native American tribal consultation services are included within the cultural resources portion of the scope of work.



Scope of Work

The scope of work for the Bonsall High School CEQA documentation has been developed based upon the following:

- > The District's request for proposal, response to questions and site plan, including discussions with District staff.
- > CEQA Statute (California Public Resource Code, Division 13, Chapter 1, 21000 et. seq.) and Guideline (California Code of Regulations, Title 14, Chapter Article 1, 15000, et. seq.) requirements.
- > Understanding the project's primary environmental issues and the project's milestone schedule.
- > California Department of Education, CCR - Title 5, Division 1, Chapter 13, Subchapter 1, Article 4 – Standards, Planning and Approval of School Facilities.

This scope of work assumes that all project site planning, architecture, engineering and technical biological resource, geotechnical and traffic studies will be completed by other consultants and will be available for incorporation into the MND or EIR.

Task 1: Project Kickoff Meeting and Develop Project Description and Background Information

Upon receipt of the Notice to Proceed (NOP), the ESA Project Director and Project Manager will meet with BUSD and the project team to discuss the proposed project, including but not limited to the following:

- > Introduce the project team to the assigned Project Manager.
- > Identify a communications plan to ensure timely dissemination of project information
- > Review and confirm Project Description information, preliminary plans and design specifications, phasing information, construction and operational details, existing relevant technical studies, and any other pertinent information.
- > Identify and outline BUSD's project objectives.
- > Discuss an overview of the BUSD's projected approval schedule and processing needs.
- > Attend teleconferences with the District on a bi-monthly basis for the duration of the CEQA process.

Deliverable: Draft Project Description, Meeting Notes

Task 2: Review, Update and Distribute Initial Study

ESA will review the Administrative Draft IS and assist with any required revisions based on the results of the sensitive biological resource surveys and other information. As required by CEQA, the IS will include a description of the project, figures (including a location map showing the project site boundary, existing zoning and rezoning areas, General Plan land use designations, APN map), and any other pertinent project information as well as the probable environmental effects identified in the IS. The final Initial Study determination will be included which will determine whether an MND or an EIR is prepared. All Initial Study findings must be backed up with substantial evidence and is subject to the rule of reason.

The Project Description will be based on information provided by the District and design team and will include the project location and setting, site characteristics, project objectives, and characteristics of the proposed project. The Project Description will include the proposed land uses, as well as any off-site/right-of-way and/or improvements,

construction staging areas. This chapter will also include the requested permits and approvals for the proposed project. In addition, this chapter will include a discussion of the past, present, and reasonably foreseeable future projects and activities in the surrounding areas that will serve as the basis for the cumulative impact analysis.

Deliverable: Initial Study – 5 copies

EIR Option

Task 3A: EIR - Preparation of Notice of Preparation (NOP) / Scoping Meeting

ESA will prepare a draft NOP for review by the District, and will address one set of review comments to prepare a final NOP for District distribution for the 30-day CEQA public review period. ESA will be responsible for distribution to the Office of Planning and Research (OPR), while the District will be responsible for posting the NOP on the District's website. In addition, the District will be responsible for developing a mailing list of surrounding properties and any responsible/trustee agencies and other interested parties, and will mail the NOP to all addresses on the mailing list. In addition, if the District chooses to post the NOP in a local newspaper, it is assumed they will take the lead on this effort as well.

ESA will also coordinate and conduct the public scoping meeting during the CEQA 30-day public review period of the NOP. The purpose of the scoping meeting will be to provide the public the opportunity to have input into the proposed content of the EIR and provide a preview of any environmental concerns the public may have. ESA will prepare a draft PowerPoint presentation for the meeting for District review, and will also provide comment cards and a sign-in sheet for the public scoping meeting. It is assumed that the District will identify and secure the meeting venue location.

Deliverables:

- > One (1) Screencheck Draft NOP – Provided electronically in Word and PDF formats
- > Final NOP – 25 hard copies; 1 copies on CD
- > Draft PowerPoint Presentation
- > Final PowerPoint Presentation
- > Comment Cards and Sign-In Sheet for Public Scoping Meeting

Task 3B: Preparation of Draft Environmental Impact Report (DEIR)

Once the technical studies have been reviewed and approved by the District, and the CEQA scoping meeting conducted, the DEIR will be prepared to include a comprehensive project description, baseline environmental conditions information, project impact assessment, project alternatives and, if required, mitigation measure development. The DEIR will be submitted to the District for review once the technical studies are approved and the document has been prepared to reflect the proposed project, impact assessment and mitigation requirements. It will be prepared in accordance with the current District guidelines, the CEQA Statute, and the State CEQA Guidelines. The DEIR scope of work is subject to revision should any currently unknown project design features or District environmental analysis mandates be required. ESA will meet with the District staff as required to discuss DEIR comments and make any required document revisions. Subsequent versions of the DEIR will be submitted to the District for review, and once ready for public review/circulation, ESA will prepare all requisite digital and hard copies of the DEIR.

ESA will be responsible for distribution of the Notice of Completion (NOC) and the DEIR with OPR, while the District will be responsible for posting the DEIR on the District's website. In addition, the District will be responsible for developing the mailing list of all surrounding properties and any responsible/trustee agencies and other interested



parties (or using the NOP mailing list), and will mail the NOC/DEIR to all addresses on the mailing list. It is also assumed that ESA will take the lead in filing the NOC with the County of San Diego Records' office, and all county and CDFW filing fees will be paid by the District.

Once the DEIR has been reviewed and approved by the District and will be prepared and made ready for public circulation, and will include all CEQA-required sections based on the District's requirements. The following outline provides the proposed organization of the DEIR, and the contents and format of each of these sections pursuant to the District's EIR requirements:

- > **Chapter 1.0 – Executive Summary:** The Executive Summary is intended to encapsulate the entire DEIR in order to provide a quick understanding of the proposed project's potential impacts. The Executive Summary will briefly discuss the environmental impacts associated with project implementation (whether beneficial or adverse, significant as well as insignificant), and will contain a summary analysis of the alternatives to the proposed project.
- > **Chapter 2.0 – Introduction:** The Introduction will include the purpose of an EIR, and CEQA procedural information. In addition, this chapter will discuss the format and content of the EIR and the decision-making process along with identifying the responsible and trustee agencies.
- > **Chapter 3.0 – Project Description:** The Project Description will be based on information provided by the District and will include the project location and setting, site characteristics, the project objectives, and the characteristics of the proposed project. This chapter will also include the requested permits and approvals for the proposed project, if required. In addition, this chapter will include a discussion of the past, present, and reasonably foreseeable future projects and activities in the surrounding areas that will serve as the basis for the cumulative impact analysis.
- > **Chapter 4.0 – Environmental Impact Analysis:** This chapter of the EIR will include a discussion of the environmental setting, project impacts, cumulative impacts, project design features, level of significance before mitigation, mitigation measures, and the level of significance after mitigation for each potentially significant issue identified. Each impact area will be addressed separately under each issue area in order to ensure potential impacts are fully analyzed. The assessment of impacts will be consistent with CEQA requirements and will utilize the District's thresholds of significance to determine the impacts of the proposed project. ESA will work closely with the District to determine impact conclusions for specific resource areas, including cumulative impacts.
- > **Chapter 5.0 – Consequences of Project Implementation:** ESA will prepare the following CEQA-required analysis sections: significant irreversible environmental changes and growth-inducing impacts. In addition, this chapter will include the environmental effects found to be less than significant and those that are significant and unavoidable.
- > **Chapter 6.0 – Alternatives:** Alternatives will be established in discussions between ESA, the District. For the purposes of this proposal, a total of two alternatives, in addition to the mandatory "no project" alternative will be addressed in this section of the EIR. Alternatives will be developed specifically to reduce any significant and unavoidable impacts.
- > **Chapter 7.0 – Response to Comments:** This chapter will be reserved for responses to comments on the Draft EIR.

- > **Chapter 8.0 – Organizations and Persons Contacted:** ESA will prepare this section of the EIR to document all persons and sources contacted for the environmental analysis.
- > **Chapter 9.0 – List of Preparers:** This chapter will include all District staff who prepared the EIR and those consultants that provided technical assistance.
- > **Chapter 10.0 – Bibliography:** ESA will prepare this section of the EIR to document all references used in the preparation of the EIR. References will be organized by chapter/section in order to make it easier for the reviewers. In addition, the EIR will include as appendices the NOP and comments received, and all technical studies prepared for the proposed project.

The DEIR is expected to include an evaluation of the following CEQA environmental issue areas identified in the CEQA Appendix G Environmental Checklist Form:

- | | |
|--------------------------------------------|---------------------------------|
| > Aesthetics/Visual Quality | > Hydrology and Water Quality |
| > Alternatives | > Land Use |
| > Agriculture | > Mineral Resources |
| > Air Quality/GHG Emissions/Climate Change | > Noise |
| > Biological Resources | > Population and Housing |
| > Cultural Resources | > Public Services and Utilities |
| > Geology and Soils | > Recreation |
| > Hazards and Hazardous Materials | > Transportation and Traffic |

Some of the above outlined environmental factors are expected to be eliminated from inclusion in the DEIR once the Initial Study has been updated.

Deliverables:

- > Draft NOC
- > Final NOC
- > 10 Screencheck DEIRs - Provided electronically in Word and PDF formats
- > DEIR and Appendices - Provided electronically in Word and PDF formats; 25 hard copies; 100 copies on CD

Task 3C: Preparation of Responses to Comments/Final EIR (FEIR) and Findings

Following circulation of the DEIR for the mandated 45 day public review period, ESA will work closely with District staff to obtain all public review comments and prepare responses to comments, pursuant to CEQA and District requirements. A mitigation monitoring and reporting program (MMRP) will be prepared as part of the response to comment and FEIR. ESA assumes a maximum of 20 comment letters will be received on the Draft EIR (this assumes comment letters will be an average of two pages in length; multiple copies of the same/similar form letter will be treated as one comment letter). In the event that the public comments on the DEIR are greater than expected, ESA will work with the District and adjust the work program/budget as necessary. Responses to comments will be distributed back to the commentators a minimum of 20 days prior to the initial public hearing for FEIR certification, pursuant to the requirements of CEQA. The ESA project team will attend all public hearings related to the FEIR. This scope of work assumes ESA attendance at up to two District School Board public hearings.



ESA will be responsible for distribution of the Notice of Determination (NOD) and FEIR with OPR, while the District will be responsible for posting the FEIR on the District's website. In addition, the District will be responsible for developing the mailing list of any responsible/trustee agencies and other interested parties (or using the NOP mailing list), and will mail the NOD/FEIR to all addresses on the mailing list. In addition, it is assumed that ESA will also take the lead in filing the NOD with the County of San Diego Clerk's office, and all filing fees will be paid by the District.

ESA will also assist the District with preparation of CDE Title 5 CEQA Findings.

Deliverables:

- > Draft NOD
- > Final NOD
- > 10 Screencheck FEIR/Response to Comments: Provided electronically in both Word and PDF formats
- > FEIR/Response to Comments: Provided electronically in both Word and PDF formats; 25 hard copies; 100 copies on CD
- > CDE Title 5 CEQA findings assistance

MND Option

Task 4A (MND Option): Prepare Administrative Draft Negative Declaration/Mitigated Negative Declaration

Should the IS determine that no significant impacts will result from project implementation or any identified significant impacts are reduced to less-than-significant levels through the application of project design features, a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be prepared. If the IS determines that unavoidable adverse impact have the potential to occur, an EIR will then need to be prepared. Pursuant to the RFP, this scope of work is based on the assumption that an MND will be the requisite CEQA document.

Pursuant to Section 15070 of the CEQA Guidelines, an ND or MND shall be prepared when one of the following applies:

- (a) The IS shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment
- (b) The initial study identifies potentially significant effects, but:
 1. Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed MND and IS are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.
 2. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

Subsequent to review by District staff of the Administrative Draft ND/MND, ESA will prepare the Draft ND/MND, which will incorporate final comments from District staff. Once final changes are completed, ESA will submit a Draft ND/MND to the District to ensure the document correctly responds to all comments prior to going to print. The District will be responsible for all project notices and mailings.

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Deliverables:

- > Draft ND/MND – State Clearinghouse (15)
- > Draft ND/MND – District (30)
- > Draft ND/MND – Distribution List (50)
- > Evidence of certified mailing of all required copies to State Clearinghouse and applicable agencies – District (1)

Task 4B (MND Option): Prepare Final Negative Declaration/Mitigated Negative Declaration

At the conclusion of the ND/MND public review period, ESA will work with the District to obtain and catalogue all comments received on the ND/MND. An Administrative Final MND including revisions/errata to the Draft ND/MND and the compiled responses to comments using the District’s standard format will be prepared, if required.

It is difficult to predict public reaction to the ND/MND at this time. For the purpose of this proposal and based on our recent experience, it is estimated that public reaction to the document will be average and that a maximum of twenty (20) comment letters will be received on the ND/MND.

Deliverables: Administrative Draft Final ND/MND (15)

Task 5: Prepare Draft Final Mitigation Monitoring and Reporting Program/Findings

ESA will prepare a detailed Mitigation Monitoring and Reporting Program for the MND or EIR in accordance with Section 15063 of the CEQA Guidelines in response to any environmental impacts that may be identified to result from the proposed project. ESA will also assist with the preparation of CDE Title 5 CEQA findings.

Deliverables:

- > Draft Mitigation Monitoring and Reporting Program
- > CDE Title 5 CEQA findings assistance

Task 6: Attend BUSD School Board Public Hearings

Under this task, ESA will attend up to two public hearing with the District School Board as required for the proposed project. This scope of work assumes that the District is responsible for payment of all filing fees, including the California Department of Fish and Wildlife CEQA filing fee.

Task 7: Regulatory Agency Permitting Overview

The following is a general approach for regulatory agency permitting for the proposed project. Per the RFP, a detailed and finalized scope would be provided at a later time, should regulatory permitting services be needed. Based on the results of the Jurisdictional Delineation Report (JDR) and the preliminary project design and impact area, the project would require the following permits: a Clean Water Act Section 404 permit from the Army Corps of Engineers, a Clean Water Act Section 401 Water Quality Certification from the San Diego Regional Water Quality

Control Board, and a Lake and Streambed Alteration Agreement. ESA would work with BUSD to determine whether the activities triggering the requirement for these permits can be avoided.

If avoidance is not feasible, ESA would work with the regulatory agencies to determine a permitting strategy for the project. If requested by the agencies, ESA would set up a permitting kick-off meeting. Based on the type of activities that would occur within jurisdictional areas, ESA would review project eligibility for permitting under a Nationwide Permit (NWP) such as NWP 39 for Commercial and Institutional Developments. Eligibility under NWP 39 would depend on the project impacting less than 0.5 acre of waters of the U.S. and may require a waiver if the project would impact greater than 300 linear feet of streambed. ESA would work with Hernandez to obtain streambed linear foot measurements which are currently not included in the JDR. Once the permitting strategy is determined, ESA would complete and assemble the permit application materials for submittal to the agencies.

Environmental Issue Areas

Based on our knowledge of the project area, the preliminary site plan and its anticipated impacts, and CEQA/District requirements, we anticipate the following issues to be addressed in the EIR or the ND/MND and requiring stand-alone technical studies where warranted and described in the text.

Aesthetics

Implementation of the proposed project would result in a visual change to the project area. The project area is located in a semi-rural area and is surrounded by developed lands on the north and west. ESA understands the often sensitive topic of visual resources as it relates to school impacts and will provide a detailed discussion and analysis of the potential impacts of the proposed land uses.

Tasks

- > Evaluate the project site for potential impacts on nearby land uses.
- > Identify cumulative impacts.
- > Determine the significance of potential project impacts on the existing character of the area.
- > Discuss features included in the proposed project (if any) that reduce visual impacts. As appropriate, identify additional or alternative measures to avoid or reduce any potentially significant effects to a less-than-significant level. Mitigation measures will be developed in consultation with the District as appropriate.
- > Electronic visual simulations are not included in this scope of work, but can be added if required.



Air Quality/Greenhouse Gases

An Air Quality/Greenhouse Gas (GHG) Study will be prepared by ESA, based upon a traffic study prepared by others. This study will also include a detailed analysis of potential impacts associated with GHG emissions.

Tasks

- > The study will include the following information to ensure the EIR/ND/MND analysis is legally adequate:
 - Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants.
 - Current air quality conditions and recent trends (last 3 years) in the project area on the basis of the annual air quality monitoring data summaries published by the Air Resources Board (ARB).
 - At an appropriate level of detail, the potential for short-term emissions of criteria air pollutants (those for which the U.S. Environmental Protection Agency has established ambient air quality standards) generated by construction activities.

- Daily inventory of criteria air pollutant emissions for the proposed project construction and operational traffic using the URBEMIS air quality model.
- Conformance of the project with the Air Quality Management Plan and determination of whether identified air quality impacts would meet any San Diego Air Basin thresholds of significance.
- > Prepare the EIR/ND/MND Air Quality/Greenhouse Gases section, based on an approved Air Quality Study and determine impacts that could occur as a result of the proposed project.
- > Identify cumulative impacts and discuss the potential for cumulative development to adversely affect air quality or impede attainment of air quality goals.
- > Identify practical, feasible, and clear measures to mitigate any adverse impacts of the project on air quality that are identified in the analysis. Mitigation measures will be developed in consultation with the District as appropriate.



Biological Resources

A Biological Resources impact assessment, including a tree survey has been prepared for the proposed project by Hernandez Environmental Services. The assessment includes an evaluation of the presence of any sensitive plant or animal species, and wildlife movement corridors. ESA will utilize the information contained in the biological resource assessment and future sensitive species surveys to be conducted by others to complete the EIR section.



Cultural Resources

To gather the information required to support an IS/MND or an EIR, ESA cultural resources staff will conduct a Phase I cultural resource assessment of the project site. The purpose will be to identify any archaeological, architectural, paleontological, or tribal cultural resources that could be impacted by the project, following CEQA guidelines.

Tasks

- > Specific tasks will include a records search at the South Coastal Information Center, including a ½-mile buffer around the project site; a search of the Sacred Lands File at the Native American Heritage Commission; assistance with Native American consultation per SB 18 and AB 52; a paleontological records search at the San Diego Natural History Museum; and field survey. Assistance with SB 18 and AB 52 consultation could include outreach to the tribes through informational letters about the project, preparation of draft consultation letters for the District's use, and assistance in any consultation that might be requested by the tribes. Any cultural resources encountered in the project area will be recorded on California State Department of Park and Recreation (DPR) 523 site record forms and plotted with sub-meter handheld GPS instruments, per current professional standards. The results of the studies will be documented in a Phase I cultural resources technical report, prepared to meet CEQA requirements. ESA cultural resources staff will also prepare the cultural resources section for the CEQA environmental document, including any required mitigation measures. This scope assumes that up to two (2) resources will be found in the project area and will require recording or updating. Any follow-on studies that might be recommended as a result of the Phase I study, such as resource evaluation or treatment, would be covered under a separate scope and cost.



Geology and Soils

A geotechnical evaluation for the project site will be prepared by others and incorporated into the EIR/ND/MND

Tasks

- > The geotechnical evaluation will include the following information in order to ensure the EIR/ND/MND analysis is legally adequate:
 - Geotechnical hazards and potential project effects on existing proximal groundwater basin characteristics.
- > Prepare the ND/MND Geology and Soils section based on an approved geology/soils characterization and determine impacts that could occur as a result of the proposed project.
- > Identify practical, feasible, and clear measures to mitigate any adverse impacts of the project associated with geological resources that are identified in the analysis.

Hazards

ESA will evaluate potential hazards to, and as a result of, implementation of the proposed project. The project site is somewhat undisturbed, and it is not anticipated that the proposed project would generate industrial wastes or toxic substances during construction and operation.

Tasks

- > Summarize applicable federal, state, and local hazardous waste regulations as they pertain to the proposed project and project area.
- > Determine impacts that could occur as a result of the proposed project.
- > Identify practical, feasible, and clear measures to mitigate any adverse impacts of the project associated with hazards that are identified in the analysis.



Hydrology and Water Quality

Project development has the potential to alter on-site drainage and surface water quality. The technical hydrology study and Water Quality Management Plan will be prepared by others.

Tasks

- > Describe existing site conditions, including watershed, hydrology, groundwater, and sediment yield characteristics; regulatory background; potential surface runoff; flooding and sediment yield; and mitigation measures, if required.
- > Identify cumulative impacts and discuss the potential for cumulative development to adversely affect hydrology and water quality.
- > Identify practical, feasible, and clear measures to mitigate any adverse impacts of the project associated with hydrological resources and water quality that are identified in the analysis.

Land Use and Planning

The project site is located within the Bonsall area of unincorporated San Diego County. The proposed project could be incompatible with existing or planned surrounding land uses or conflict with existing land uses, and surrounding land use designations or relevant zoning.



Tasks

- > Discuss the relationship of existing and proposed uses of the project area with existing and planned uses of surrounding properties. Discuss consistency with the District's General Plans, zoning, and other relevant planning programs.
- > Identify existing and proposed land uses within and adjacent to the project area, including regional trails.
- > Identify any inconsistencies with local or regional land use policies, and recommend mitigation measures to improve compliance with local land use policies.



Noise

An Acoustical/Noise Impact Analysis will be prepared by ESA to evaluate temporary and permanent noise impacts.

Tasks

- > The Noise study will include the following information in order to ensure the EIR/ND/MND analysis is legally adequate.

Identify noise-sensitive land uses or activities in the vicinity of the proposed project site that would be affected by development of the project.

Identify the mix and duration of proposed construction equipment and operations.

Discuss the potential for on-site construction activities to temporarily affect nearby sensitive receptors.

- > Prepare the ND/MND section based on the approved Acoustical/Noise Impact Analysis, and determine noise impacts that could occur as a result of the proposed project.
- > Identify practical, feasible, and clear measures to mitigate any adverse noise impacts of the project that are identified in the analysis. Mitigation measures will be developed in consultation with the District as appropriate.

Public Services & Utilities

The proposed project would result in a new high school and an extension of utilities, and it may generate an increased demand on other public facilities.

Tasks

Fire Protection Services

- > In consultation with the North County Fire Protection District, describe the increased demand for fire protection, and equipment and facilities that would result from the proposed project. Discuss the Fire Department's ability to serve these needs and maintain adequate service levels throughout the area.
- > Identify measures to mitigate potential impacts on fire protection and emergency medical service providers and to minimize fire hazards.
- > Identify practical, feasible, and clear measures to mitigate any adverse noise impacts of the project that are identified in the analysis. Mitigation measures will be developed in consultation with the District as appropriate.

Police Services

- > In consultation with the San Diego County Sheriff, describe potential public safety or security problems associated with the project, including emergency access.
- > Identify measures to mitigate potential impacts on police service providers and to minimize security hazards.



Traffic and Transportation

Project implementation is expected to result in impacts to traffic in the project vicinity. A stand-alone traffic study will be prepared by others for incorporation into the Initial Study/EIR/MND and is assumed to include the following tasks:

- > Document the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.
- > Conduct AM peak period and PM peak period traffic volume counts at key study area intersections and other potentially street segments which could potentially be impacted by the project.
- > Conduct 24-hour machine traffic counts (ADTs) at key study street segments along surrounding roadways and other potentially impacted corridors.
- > Prepare a trip generation forecast for the critical access and staging areas associated with the project (construction traffic) for a typical weekday over a 24-hour period, as well as for the AM and PM peak hours. Identify any lane closures associated with construction activity for the study intersections and street segments.
- > Prepare AM peak hour and PM peak hour Level of Service (LOS) and Vehicle Miles Traveled (VMT) calculations at the study intersections for the proposed project outlined above. Account for potential construction-related lane closures in the analysis.
- > Assess the impact of the project based on the results of the peak hour intersection analyses, and the appropriate jurisdictions LOS standards and significance criteria. Based on this assessment, determine which intersections (if any) are significantly impacted by the proposed project.
- > Confirm the study area roadways and prepare a daily (ADT) street segment analysis for the scenarios outlined above. Evaluate the project-related (ADT) growth on the analyzed street segments. Determine which street segments are significantly impacted by the proposed project.
- > Identify mitigation measures for each significant impact, if applicable.



SECTION C Proposed Project Schedule

Project Schedule

ESA's ability to meet schedules is grounded in an approach that maintains technical specialties while cross-training our staff to function in other disciplines and in project management. We engage in a proactive approach to monitoring and managing projects, schedules, and budgets in an effective and efficient manner. We work closely with our clients to establish a clear and detailed scope, schedule, and cost budget.

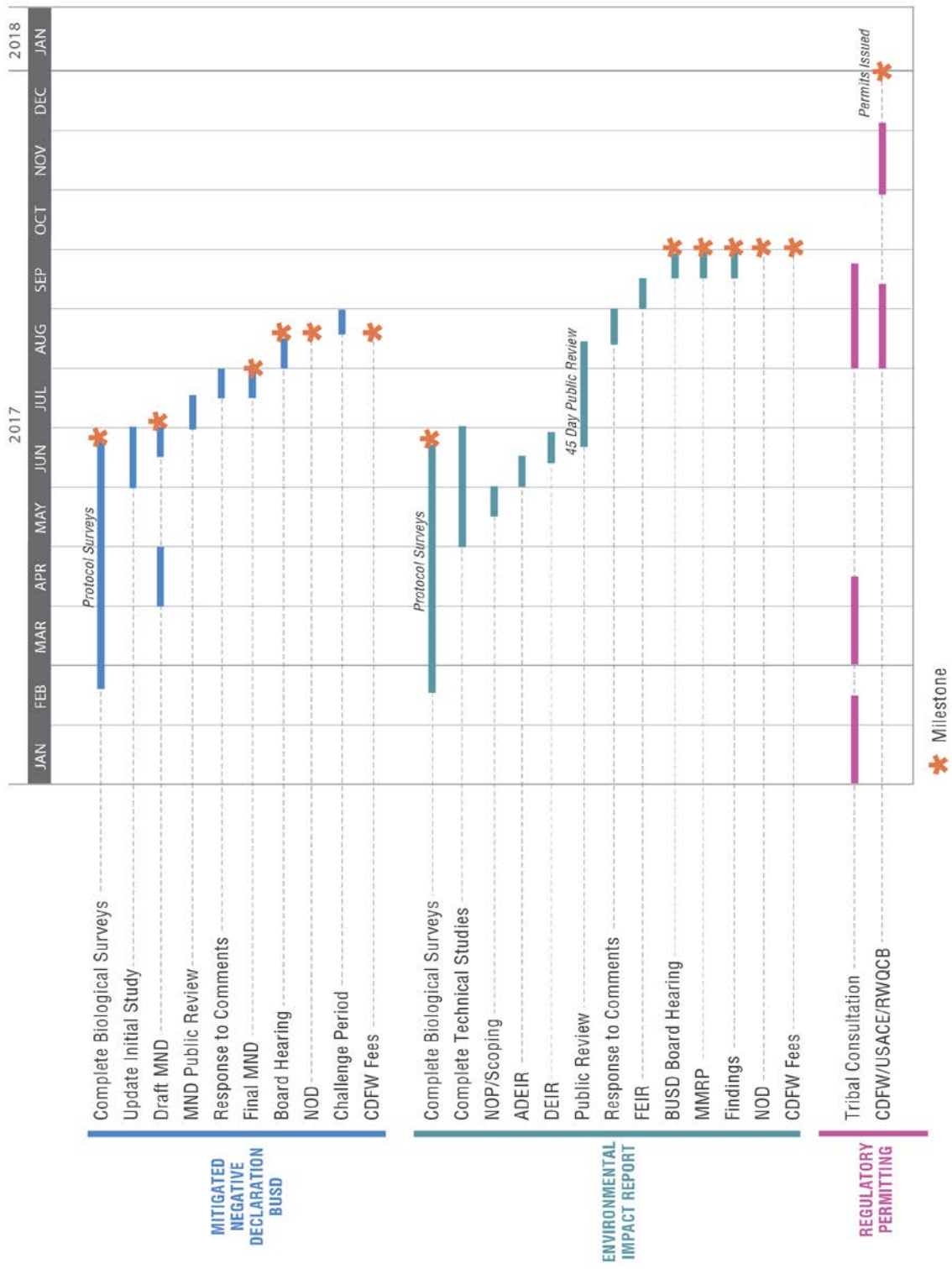
Supporting our ability to track and meet schedules and budgets is ESA's comprehensive management information system. Depending upon the complexity of a particular project, we employ a variety of schedule management tools, including MS Project. Our Project Manager has access to weekly cost-incurred information that is linked to our electronic timesheet and vendor invoice process. A variety of standard and custom on-line project reports enable our Project Manager to track project labor and other direct costs expenditures versus budget, and to initiate early corrective actions if needed.

Schedules to prepare an MND or an EIR will result in differing processing timelines. The schedule to prepare the MND or EIR is dependent upon the completion of the site planning and technical studies prepared by others and the District's review timeframes. ESA will:

- > Submit the draft project description to District for review within two weeks of authorization to proceed.
- > Complete the first-round Administrative Draft EIR within two weeks of receipt/completion of all approved technical studies and have the Draft EIR ready for public circulation within one week of approval by the District.
- > Complete the first-round Administrative Final EIR within one week of receipt of all commented received on the DEIR and any required technical study assistance.

As shown in the attached schedule, total overall schedule for the EIR, including District School Board public hearings is expected to take approximately nine (9) months, assuming some overlap on tasks. The MND will take approximately eight (8) months to complete the CEQA process.

Figure 1 Project Schedule





SECTION D Cost and Hourly Fee Schedule

The following costs are associated with the above outlined tasks. Tasks 1, 2, 5, 6 and the travel reproduction costs are required regardless of the decision to prepare MND or an EIR. Task 3A - 3 C costs are applicable if an EIR is required and Task 4A - 4b costs are applicable if a MND is required.

Task		MND Cost	EIR Cost
Task 1	Project Kickoff / Project Description)	\$ 2,250	\$ 2,250
Task 2	(Review/Update Draft Initial Study)	\$ 4,500	\$ 4,500
Task 3A	(NOP / Scoping Meeting)		\$ 2,500
Task 3B	(Draft Environmental Impact Report)		\$ 68,000*
Task 3C	(Response to Comments / Final EIR)		\$ 6,500
Task 4A	(Mitigated Negative Declaration)	\$ 36,000**	
Task 4B	(Response to Comments / Final MND)	\$ 3,500	
Task 5	(MMRP / Findings)	\$ 5,500	\$ 5,500
Task 6	(Public Hearings)	\$ 5,500	\$ 5,500
	Travel / Document Reproduction	\$ 3,250	\$ 3,250
Total Cost		\$ 60,500	\$ 98,000

* Includes the costs to prepare technical air quality, cultural/historic, GHG and noise studies. The cost proposal assumes that the District will provide all other requisite technical studies, including a hydrology study, traffic study, hydrology study and WQMP. All costs will be billed monthly on a time and materials, not to exceed basis at our standard hourly rates.

** Includes the costs to prepare technical air quality, cultural/historic, GHG and noise studies. The cost proposal assumes that the District will provide all other requisite technical studies, including a hydrology study, traffic study, hydrology study and WQMP. All costs will be billed monthly on a time and materials, not to exceed basis at our standard hourly rates.

Below, in this section, are the hourly rates for our proposed team committed to the District and the project. Additional costs not included in the hourly rates include travel and document reproduction.

Hourly Rates

<u>Eric Ruby</u>	<u>\$235</u>
<u>Jason Ricks</u>	<u>\$165</u>
<u>Trina Abbott</u>	<u>\$155</u>
<u>Alanna Bennett</u>	<u>\$120</u>
<u>Jack Hutchison</u>	<u>\$165</u>
<u>Arabesqu Said-Abdelwahed</u>	<u>\$130</u>
<u>Alan Sako</u>	<u>\$130</u>
<u>Julie Stout</u>	<u>\$140</u>
<u>Michael Vader</u>	<u>\$110</u>

EXHIBIT "B"

CHANGED WORK TASK ORDER FORM

**BONSALL UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
CHANGED WORK TASK ORDER NO. []**

This Task Order No. [] ("Task Order") is entered into this [] day of [], 20[] by and between Bonsall Unified School District ("District") and Environmental Science Associates ("Consultant").

RECITALS

A. On or about January 19, 2017 District and Consultant executed that certain Professional Services Agreement ("Agreement").

B. The Agreement provides that the parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree:

1. Section 1.1 of the Agreement is hereby amended to [INSERT include OR delete] those services listed on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [INSERT increase OR decrease] the amount to be paid by District to Consultant as more particularly set forth on Exhibit "1."

3. In the event this Task Order authorizes additional work or confirms work set forth in the Task Order but not authorized, Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

IN WITNESS WHEREOF, District and Consultant have caused this Task Order No. [] to be executed as of the day and year first above written.

"CONSULTANT"

"DISTRICT"

ENVIRONMENTAL SCIENCE
ASSOCIATES

BONSALL UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its:

Its:

EXHIBIT "1"
TO
CHANGED WORK TASK ORDER NO. ____

- A. Description of Services Deleted or Authorized.

- B. Increase or Decrease Amount to be Paid to Consultant.

- C. Time to Perform Services Listed Herein.

EXHIBIT “C”
INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Bonsall Unified School District (“District”) that it has secured all insurance required under this Section. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to District that the subconsultant has secured all insurance required under this Section.

2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, or as otherwise provided herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); (3) *Workers’ Compensation and Employer’s Liability:* Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance; and (4) *Professional Liability/Errors and Omissions Liability Insurance* appropriate to their profession. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26); or (2) cross liability for claims or suits by one insured against another.

 - (B) Minimum Limits of Insurance. Consultant and all subconsultants shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1 million per accident for bodily injury and property damage; (3) *Workers’ Compensation and Employer’s Liability:* Workers’ Compensation in not less than statutory limits, Employer’s Liability limits of \$1 million per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* an amount not less than \$2 million per occurrence or claim and in the aggregate. If this contract is for services that do not involve geotechnical engineering, surveying or the preparation of design or construction documents, the limit may be reduced to \$2 million per occurrence or claim and in the aggregate with written approval from District. All subconsultants shall have professional liability insurance with the same limits (Additional requirements for Professional Liability/Errors and Omissions Insurance written on a “claims made” basis are set forth below.) District reserves the right to require a project-specific endorsement. Notwithstanding the minimum limits set forth above, any available insurance proceeds in

excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of District, before District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant 's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant 's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to District.

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District and any other additional insureds.

(iii) standard separation of insureds provisions.

(iv) no special limitations on the scope of protection afforded to District, its directors, officials, officers, employees, agents, and volunteers.

(v) waive any right of subrogation of the insurer against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Consultant hereby waives its own right of recovery against District and any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5. Claims Made Policies. Claims made policies are not acceptable for any insurance other than Professional Liability insurance. In addition to the requirements above, for any claims made policy:

(A) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

(C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

6. Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to District that the subconsultants have secured all insurance required under this Section. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.
8. Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reservation of Rights. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

END OF EXHIBIT E - INSURANCE REQUIREMENTS