INFORMATION SHEET 8/16/16 TRUSTEES' MEETING

ATTACHMENT: 4.5

TO: Jim Bridges

FOR: Board of Trustees

FR: Mindy Maxedon

ISSUE: Proposal for CEQA Compliance and DTSC Approval Services for the Proposed Tracy Hills School

Attached is the agreement between the district and School Site Solutions, Inc. for the work needed to obtain CEQA compliance and DTSC approval of the proposed Tracy Hills School site.

John Dominguez will work closely with the district and the Tracy Hills developers to utilize any available information to complete the documents required. He will only bill for the work required. It is possible some information may be utilized from previous studies done of the site related to the development's approval by the Tracy City Council.

The Tracy Hills developer is putting $250,000 on deposit with the district. These funds will be in Fund 25 (Developer Fees) and we will cover this and future project expenditures with these monies.

2015 H Street
Sacramento, CA 95811

SSS
School Site Solutions, Inc.

(916) 930 – 0736 P
(916) 930 – 0788 F

June 27, 2016

James Bridges, Ed.D.
Superintendent
Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377

Subject: Proposal for CEQA Compliance and DTSC Approval Services for the Proposed Tracy Hills School

Dear Dr. Bridges:

School Site Solutions, Inc. (SSS) is pleased to provide a proposal for the California Environmental Quality Act (CEQA) Compliance and Department of Toxic Substances Control (DTSC) Approval Services for the Tracy Hills K-8 School site, located in Tracy, California.

SSS was founded in 2003 as a school facilities run consulting firm located in Sacramento, California. SSS specializes in school site selection, acquisition, State approvals, Department of Toxic Substances Control oversight, CEQA compliance services and School Facility Program eligibility and funding services for K-12 school districts all over the State. In total, we have served over 150 school district clients in these capacities. If our firm is selected as your District's CEQA Consultant, Mr. Daniel Hart, Ms. Regina Bills-Dacong and I will hold the primary analytical responsibility in the preparation of the CEQA documents.

We have developed this proposal after discussions with you and PJHM Architects. Please do not hesitate to contact me at 916.930.0736 should you have any questions or require clarification on any aspect of this proposal. We thank you very much for the opportunity to submit a proposal and be considered for your facility needs.

Best regards,

C. John Dominguez
President

Jefferson School District

Proposed Tracy Hills K-8 School

Proposed Scope of Work

CEQA COMPLIANCE

Task 1 Project Kick-Off

Upon receipt of a written authorization to proceed, SSS will conduct a site visit to perform current visual reconnaissance of the site and vicinity, and to document existing site conditions. SSS will provide a draft project schedule to the Jefferson School District (JSD) to aid in planning efforts.

SSS will be prepared to complete all CEQA compliance tasks and manage the Draft Project Schedule. JSD should be aware of the potential of other environmental investigations and studies, in addition to those already completed, which will be incorporated by reference into the draft and final CEQA documents. The District should also provide a draft project description and site plan.

SSS will develop a plan for the new construction project that has provided in their request for a proposal. For this project, preliminary thoughts lead us towards the preparation of an Initial Study/ Mitigated Negative Declaration.

Task 2 Prepare Exemption and Due Diligence

2.1 Finalize Project Description

SSS will work with the JSD to finalize the project description and conceptual site plan for preparation of appropriate scoping activities. Changes requested after preparation of the Initial Study may impact the project schedule and total cost.

2.2 Prepare Draft Initial Study

SSS will complete the Initial Study Checklist (Appendix G, CEQA Guidelines) and supporting narrative based on the final project description. SSS will be evaluating for potential environmental impacts: aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/circulation and utilities/service systems, for application to the California Department of Education for site approval.

Based on the project information provided, site-specific assessments that may be needed for CEQA compliance include but are not limited to: Biological Reconnaissance Report, Cultural Resources Survey and/or Traffic Impact Study. If necessary, SSS would assist JSD in identifying qualified consultants; however, each consultant would be requested to contract directly with the District; sub-consultant costs

are not included in this proposal. Preparation of the Initial Study and consultation with the City of Tracy and other regulatory agencies will determine which assessments are required.

Task 3 Prepare Mitigated Negative Declaration

3.1 Prepare Administrative Draft Mitigated Negative Declaration

SSS will finalize the Initial Study (IS) based on JSD's comments. It is anticipated that the IS will indicate a Mitigated Negative Declaration (MND) should be prepared. SSS will compile the project description, IS and environmental determination into an Administrative Draft MND for review and comment. For cost savings, SSS proposes to conduct the administrative review using electronic documentation only.

3.2 Prepare Draft Mitigated Negative Declaration

SSS will finalize the Draft MND based on JSD's comments. A camera-ready copy of the Draft MND will be delivered to a local printing company for reproduction. Two (2) hard copies and one electronic copy of the Draft MND will be provided to JSD.

Task 4 Coordinate Public Review

4.1 Prepare Public Notice

SSS will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration for publication in the local newspaper. SSS will arrange for the placement of the notice in the newspaper; the cost of publication is not included in this proposal.

4.2 File Notice of Completion

SSS will prepare a Notice of Completion and file the Draft MND with the State Clearinghouse and San Joaquin County Clerk Recorder to initiate the 30-day public review period. Fifteen (15) copies of the Draft MND will be hand-delivered to the State Clearinghouse for distribution. Additional copies will be provided to local agencies and interested parties identified by JSD.

Task 5 Prepare Final Mitigated Negative Declaration

SSS will review all comments received during the 30-day review period and provide a written response to be incorporated into the Final MND along with any revisions to the Draft and the complete Mitigation Monitoring Plan. A camera-ready copy of the Final MND will be delivered to a local printing company for reproduction. Up to ten (10) hard copies and one electronic copy of the Final MND will be provided to JSD.

Task 6 File Notice of Determination

6.1 Prepare Board Agenda Items and Resolutions

SSS will prepare a Staff Report summarizing the following Board actions to be taken upon completion of the 30-day public review and response to comments: (1) adopt the Final MND; (2) approve a Record of Decision to implement the project; and (3) document *Education Code* "written findings." SSS will attend

the JSD Board meeting at which the Final MND is considered in order to address the Board or any members of the public as needed.

6.2 File Notice of Determination

SSS will prepare a Notice of Determination to be filed with the State Clearinghouse and San Joaquin County Clerk Recorder. The following filing fees are required: (1) County Clerk Recorder fee (est. $50.00); and (2) California Department of Fish and Game fee (est. $2,210.00). Payment of these fees is the responsibility of the District as the Lead Agency.

DTSC COMPLIANCE

SSS will assist the district with the following Department of Toxic Substances Control (DTSC) Services for oversight of a Preliminary Endangerment Assessment (PEA), not limited to:

- Monitor DTSC approval processes and regulations and advise the District with any changes in statues and policy,
- Preparation and coordination of the Environmental Oversight Application (EOA) through the DTSC,
- Coordinate and attend the Scoping Meeting with the DTSC,
- Review of all environmental documents for completeness,
- Assist in coordinating environmental consultants and state agencies in addressing DTSC oversight issues,
- Preparation of all required public notices,
- Preparation of board resolutions,
- Coordination of and attendance at all necessary public hearings and board agenda items for the PEA meetings.

CEQA COST ESTIMATE

SSS is prepared to perform the CEQA Scope of Work for an estimated cost of **$17,500.00,** and DTSC Compliance Services for an estimated cost of **$3,500.00,** for a **total estimated cost of $21,000.** Work will be performed on a time and materials basis. All expenses are billed directly with a 10% administrative markup.

Overnight stays will be limited. Where possible, SSS will make every effort to coordinate and share travel time and expenses with other nearby clients, reducing the overall cost.

FIRM CONTACT INFORMATION

FIRM NAME & LOCATION	School Site Solutions, Inc. 2015 H Street Sacramento, CA 95811
PHONE / FAX	916.930.0736 Phone 916.930.0788 Fax
PRINCIPALS	C. John Dominguez, President 916.257.2534 Cell john@schoolsitesolutions.com
STAFF	Daniel Hart, Environmental Manager dhart@schoolsitesolutions.com
	Regina Bills-Dacong, Project Manager regina@schoolsitesolutions.com
	Michelle Collins, Sr. Planning Manager mcollins@schoolsitesolutions.com
	Leigh Coop, Associate leighforschools@gmail.com
	Austyn Cromartie, Office Manager/Project Assistant austyn@schoolsitesolutions.com
	Diane Davis, Accounts Payable/Receivable diane@schoolsitesolutions.com

FEE SCHEDULE

CEQA and DTSC Services

Principal	**$145.00/hr**
C. John Dominguez, President	
Project Manager	**$135.00/hr**
Daniel Hart, Environmental Manager	
Michelle Collins, Project Manager	
Regina Bills-Dacong, Project Manager	
Clerical/Admin	**$65.00/hr**
Austyn Cromartie, Project Assistant	

SSS

School Site Solutions, Inc.

PROFESSIONAL SERVICES AGREEMENT

Consulting Services

This agreement, entered into this 28th day of June, 2016, between the Jefferson School District (hereinafter called Client) and School Site Solutions, Inc., (hereinafter called Consultant) for the purpose of providing Client with Consultant's Professional services.

Article I: Consultant's Services

Consultant will be obligated to provide such services as are described in the attached Exhibit A -- Scope of Services. The Consultant's services will be performed in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed. The Consultant makes no other warranty either expressed or implied.

Article II: Client's Responsibilities

The Client shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which Consultant is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete surveys and/or reports, geotechnical engineering services, testing services, inspections, and reports required by law. Client shall also make arrangements for Consultant's access to any location required for Consultant to provide its services.

Article III: Ownership of Documents

Letters, reports, and any other instruments of service to be provided by Consultant under this Agreement shall become the property of Client upon full payment to the Consultant and shall not be used by the Client on any other project or for completion of this project by others without the written authorization of Consultant. Consultant shall not be held liable for any reuse or modification of the letters, reports and any other instruments of services for purposes both within this Agreement and outside of this Agreement.

Article IV: Successors and Assigns

The Client and Consultant each bind themselves, their successors, and permitted assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other; however Consultant shall have the right to subcontract portions of the services to qualified subconsultants.

2015 H Street / Sacramento, CA 95811
916.930.0736 · 916.930.0788 fax
www.schoolsitesolutions.com

Article V: Miscellaneous Provisions.

A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events or conditions beyond the other party's control.

B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

C. This agreement may be terminated by either party upon seven days written notice.

D. This agreement and any applicable Amendment(s) constitute the entire agreement between the parties and there are no conditions, agreements, or representatives between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

E. All claims, disputes, and other matters in question between the parties to this agreement, for projects totaling $5,000 or more, arising out of, or relating to, this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed. In the event any matter is litigated, the parties hereby agree to waive their right to trial by jury and agree that any dispute shall be decided by a court trial without a jury.

F. The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of, persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCBs), or other toxic substances.

G. Client agrees and covenants to limit the liability of the Consultant, their subconsultants and all of their employees, agents, and officers (hereinafter the Consultant) to the Client and to all construction Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed $500,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and all Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind.

H. This Agreement and all related obligations and services are intended for the sole benefit of Client and Consultant and are not intended to create any third party rights or benefits except as expressly set forth herein.

Article VI: Payments to the Consultants

A. Reimbursable Expenses are in addition to compensation for Basic Services and include expense incurred by the Consultant and Consultant's employees and consultants directly related to the Project, such as:

1. Unless billed at any hourly rate included within the Basic Services compensation, transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

2. Fees Paid for securing approval of authorities having jurisdiction over the Project;

3. Reproductions, plots, standard form documents, postage, handling and delivery of instruments of services;

4. Architectural renderings, mock-ups and models requested by the Client;

5. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and the Consultant's consultants;

6. Other similar direct Project-related expenditures.

B. Payments are due and payable 30 (thirty) days from the date of the Consultant's invoice.

C. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of charges in the work other than those for which the Consultant has been adjudged to be liable.

Article VII: Compensation

A. Consultant shall be compensated on an hourly basis not-to-exceed the amount of $21,000 (Twenty-one Thousand Dollars) for basic services performed in accordance with Article I of this Agreement.

B. Additional Services of Consultant consultants shall be billed in the amounts that are invoiced to the Consultant, plus 10% (ten percent).

C. Reimbursable Expenses are in addition to compensation for Basic services and will be billed at actual cost of the expenses incurred by the Consultant, the Consultant's employees and Consultant's consultants, that are directly related to the Project, plus 10% (ten percent). Reimbursable Expenses are not expected to exceed $500.00.

In witness thereof, the parties hereto have accepted, made, and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Company:	School Site Solutions, Inc.	Client:	(Signature)
Name:	C. John Dominguez	Name:	MINDY MAXEDON
Title:	President	Title:	CBO
Address:	2015 H Street Sacramento, CA 95811	Address:	1219 Whispering Wind Dr. Tracy, CA 95377

Exhibit A
Scope of Services

1. Description of Project

School Site Solutions, Inc. will support the Jefferson School District in the Tracy Hills School Project CEQA Compliance work as listed in the services below. We propose a scope of services and deliverables as follows:

2. Services

    A. See attached Proposal

3. Clarifications

School Site Solutions, Inc.'s services shall be limited to those expressly set forth above. If scope of services or deliverables is not specifically listed above, they are not considered part of this agreement. School Site Solutions, Inc. shall have no other obligations, responsibility or deliverables for the Project except as agreed to in writing or as provided in the Client-Consultant Agreement.