

RESOLUTION NO. 2633

**A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY
OF THE CITY OF SOLEDAD AUTHORIZING THE EXECUTION OF AN
'AGREEMENT FOR PAYMENT OF ADMINISTRATIVE/PROFESSIONAL
STAFF AND CONSULTING SERVICES' BETWEEN THE CITY OF
OF SOLEDAD, THE SOLEDAD REDEVELOPMENT AGENCY
AND D.B.O. DEVELOPMENT COMPANY**

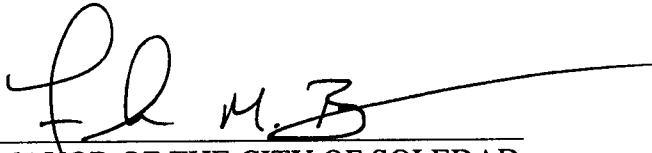
BE IT RESOLVED by the City Council/Redevelopment Agency of the City of Soledad that the Mayor/Chairperson of the Board of Directors be, and is hereby authorized and directed, for and on behalf of the City of Soledad/Soledad Redevelopment Agency, to execute an Agreement between the City of Soledad, the Soledad Redevelopment Agency and D.B.O. Development Company for the payment of administrative/professional staff and consulting services related to the Mission Trails Shopping Center Project.

PASSED AND ADOPTED by the City Council/Redevelopment Agency of the City of Soledad at a special meeting duly held on the 22nd day of October, 1997, by the following vote:

AYES, and in favor thereof, Council/Agency Members: Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem/Vice Chairman Gary Gerbrandt, Mayor/Chairman Fabian Barrera.

NOES, Council/Agency Members: None

ABSENT, Council/Agency Members: Fred Ledesma



MAYOR OF THE CITY OF SOLEDAD
CHAIRMAN OF THE AGENCY

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

**AGREEMENT FOR PAYMENT OF
ADMINISTRATIVE/PROFESSIONAL STAFF AND
CONSULTING SERVICES**

This Agreement entered into this 22nd day of October, 1997, by and between the City of Soledad ("CITY"), a municipal corporation, the Soledad Redevelopment Agency ("AGENCY"), and D.B.O. Development #27 ("DBO").

- A. DBO has submitted a preliminary application for the development of the Mission Trails Shopping Center ("Mission Trails") in the City of Soledad.
- B. Mission Trails is located within the established Soledad Redevelopment Area Plan Project Area.
- C. In processing the application and handling administrative matters associated with the development of Mission Trails, CITY/AGENCY will incur administrative and/or professional staff costs and will have the need to retain the professional services of a number of consultants.
- D. DBO has agreed to be financially responsible for CITY's/AGENCY's administrative and/or professional staff costs as well as costs incurred in retaining the consultants specified in this Agreement.

NOW THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I. Activities to be Funded.

- a. DBO agrees to pay all direct and indirect costs associated with the provision of CITY/AGENCY administrative and/or professional staff services relating to the processing of the proposed Mission Trails Shopping Center for the following staff members:

- City Manager
- Assistant City Manager
- Secretary to City Manager
- Planning Director
- Finance Officer
- Public Works Superintendent

Utility Superintendent
City Attorney

The hourly rates for such individuals are set forth in Exhibit A.

b. DBO agrees to pay all direct and indirect costs associated with the provision of professional services to CITY/AGENCY relating to the proposed Mission Trails Shopping Center from the following consultants:

Pacific Municipal Consultants

Project Administration

EDAW

Environmental Analysis

The exact scope of services for each of said consultants, and the estimated costs thereof, are set forth in the individual contracts for services, copies of which are attached hereto in Appendix A. DBO and CITY/AGENCY agree that the list of consultants is subject to change, and that all such additions or deletions shall be undertaken as written amendments to this Agreement.

2. Process for Payment.

a. CITY/AGENCY Administrative and Professional Staff Services.

CITY/AGENCY shall submit an invoice for CITY/AGENCY administrative and professional staff services for the preceding month by the 15th day of each month. Payment from DBO for such services will be due within 30 days of receipt of said invoice.

b. Consulting Services.

I. CITY/AGENCY shall review and approve all invoices relating to activities described in the contractual service agreements set forth in Appendix A within 5 days of receipt. Thereafter, CITY/AGENCY shall submit billings to DBO for all approved current bills received by CITY/AGENCY from consultants.

- ii. Payment of the approved billings shall be made to CITY/AGENCY by DBO within 15 days of receipt of said billings.
- iii. After CITY/AGENCY receives payment from DBO, CITY/AGENCY will make payment to contractors within 5 days of receipt of said funds.
- iv. DBO shall be responsible for all accrued interest on consultant costs unpaid 30 days after billing at the rate set forth in the applicable contracts.

3. Alternative Payment Process.

In the event DBO should fail to pay for monthly invoices received from CITY/AGENCY for services provided by CITY/AGENCY staff or any of the consultants covered by this Agreement in a timely manner, CITY/AGENCY shall retain the right to require DBO to comply with an alternative payment process. Said process shall be based upon the submission to and retention by CITY/AGENCY of a sum mutually agreeable to both parties from which payment for staff and consulting services may be paid.

4. Reimbursement to DBO.

The parties hereto recognize that DBO may be entitled to reimbursement for costs advanced pursuant to this Agreement contingent upon obtaining alternative financing for some or all of the involved consulting services. This Agreement shall be subject to amendment, or incorporation into a comprehensive Owner Participation Agreement or Disposition and Development Agreement, in order to accommodate such alternative financing.

5. Hold Harmless and Indemnification.

DBO agrees to hold CITY/AGENCY, and their officers, employees and agents harmless and indemnify CITY/AGENCY from all costs and expenses, including attorneys' fees, incurred by CITY/AGENCY or held to be the liability of CITY/AGENCY in actions caused by the breach of this agreement relating to any of the consulting agreements attached hereto in Appendix A.

6. Termination of Agreement.

This Agreement may be terminated by either party upon 30 days written notice. DBO shall be responsible for all outstanding staff and consulting services costs covered by this Agreement incurred prior to the expiration of the term of the Agreement.

7. General Provisions.

- a. This Agreement constitutes the entire agreement and understanding of the parties regarding the matters set forth herein.
- b. This Agreement shall be binding upon and inure to the benefit of each party's respective successor's and assigns.
- c. The terms of this Agreement may only be amended in writing agreed upon by both parties.
- d. All notices required to be given by either party shall be in writing and effective upon receipt. Notices shall be deemed to have been properly given when served personally, sent by overnight mail, or sent by United States mail, addressed as follows:

City of Soledad
PO BOX 156
248 Main Street
Soledad, CA 93960

DBO Development #27
10 Harris Court, Suite C-2
Monterey, CA 93940

- e. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Time is of the essence to this Agreement.

City of Soledad, a Municipal Corporation

By: Bue

Soledad Redevelopment Agency

By: Belinda B. Espinoza

D.B.O. Development #27

By: [Signature]

MFR:edl:dsp
November 25, 1997
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EXHIBIT A

City of Soledad
Hourly Rate Schedule By Department
For Outside Contracting Services

City Manager	\$ 55.50 per hr.
Assistant City Manager	\$ 44.00 per hr.
Sec. to City Manager	\$ 23.00 per hr.
Planning Director	\$ 37.75 per hr.
Finance Officer	\$ 33.00 per hr.
Public Works Superintendent	\$ 33.00 per hr.
Utility Superintendent	\$ 31.00 per hr.
City Attorney	\$150.00 per hr.

APPENDIX "A"

RESOLUTION NO. 146

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY
OF THE CITY OF SOLEDAD AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH EDAW AND APPLIED DEVELOPMENT
ECONOMICS AND AUTHORIZING AN AMENDMENT TO THE
AGREEMENT WITH DBO DEVELOPMENT #27 FOR CONSULTING
SERVICES FOR THE MISSION TRAILS PROJECT

WHEREAS, on October 22, 1997, the City Council/Redevelopment Agency, by way of Resolution No. 2633, authorized the execution of an "Agreement For Payment of Administrative/Professional Staff and Consulting Services" ("The Agreement") between the City/Redevelopment Agency and DBO Development #27 for the payment of staff and professional consultant fees related to the Mission Trails Project; and

WHEREAS, the City/Redevelopment Agency now wishes to authorize the City Manager to execute two professional service agreements related to the Agreement; and

WHEREAS, the City/Redevelopment Agency needs to amend the original Agreement so as to add a new consultant and consulting agreement covered by the Agreement's terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council/Redevelopment Agency of the City of Soledad as follows:

1. The City Manager is authorized to execute two consulting service agreements, with EDAW and Applied Development Economics, in the form attached hereto as Exhibits "A" and "B" respectively.
2. That the City Manager is Authorized to execute the "First Amendment to the Agreement For Payment of Administrative/Professional Staff and Consulting Services" attached hereto as Exhibit "C".

PASSED AND ADOPTED by the Redevelopment Agency of the City of Soledad at a regular meeting duly held on the 3rd day of December, 1997, by the following vote:

AYES,

NOES,

ABSENT,



CHAIRMAN OF THE CITY OF SOLEDAD
REDEVELOPMENT AGENCY

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

November 25, 1997

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STANDARD
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California, as of September, 1997, by and between the CITY OF SOLEDAD, a municipal corporation and the SOLEDAD REDEVELOPMENT AGENCY, collectively referred to hereafter as ("City/Agency"), and EDAW, Inc. ("Contractor"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City/Agency the services described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. PAYMENT. City/Agency shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor is aware that payment for such services is being provided by D.B.O. Development Company pursuant to an "Agreement For Payment of Administrative/Professional Staff and Consulting Services."

3. FACILITIES AND EQUIPMENT. Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities and

equipment which may be required for furnishing services pursuant to this Agreement. City/Agency shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6. CONTRACT ADMINISTRATION. This Agreement shall be administered by Soledad City Manager, Belinda Espinosa ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. NOTICES. Any written notice to Contractor shall be sent to:

Gary Jakobs
EDAW, Inc.
753 Davis Street
San Francisco, CA 94111

Any written notice to City shall be sent to:

City of Soledad
C/O Belinda Espinosa, City Manager
248 Main Street
Soledad, CA 93960

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal
corporation

By Belinda Espinosa
Belinda Espinosa, City Manager

SOLEDAD REDEVELOPMENT AGENCY

By Belinda Espinosa
Belinda Espinosa, Executive Director

Attest: Bue
City Clerk

By [Signature]
"Contractor"

Approved as to form:

[Signature]
Michael F. Rodriguez, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

(SEE ATTACHED)

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SCOPE OF WORK

TASK A: PROJECT INITIATION

To become familiar with the proposed project, the project team, objectives, and schedule.

1. The City of Soledad has assembled a project team to process all components of the proposed Sawmill project, including PMC for plan processing, Katz-Hollis for redevelopment planning, ADE for bonding, and EDAW to prepare the EIR. EDAW will attend a meeting with the Soledad City Manager, the project team, and (at the City's discretion) the project applicant. At the meeting the team will address overall project schedule, elements of the project description, project objectives (for both the City and the applicant).
2. A number of developments are proposed or under construction in the City, including over 7,000 dwelling units (Vista Soledad, Miravale). A list of cumulative development will be provided at the meeting for consideration in the EIR.
3. At the conclusion of the meeting, the schedule for the EIR, EIR project description (including objectives), alternatives to the EIR (for consideration in the alternatives analysis), and responsibilities of the EDAW team members (and other team members) will be established. Any changes to the scope of work will be agreed to, if necessary.

- PRODUCTS:**
1. Kickoff meeting with Project Team
 2. Revised scope of work, if needed

TASK B: INITIAL STUDY/NOTICE OF PREPARATION

To review the initial study and NOP being prepared by PMC under contract to the City.

1. An initial study will be prepared by PMC to describe potentially significant environmental effects of the project (which will be the focus of the EIR) and the effects that would not be significant. In accordance with CEQA Guidelines and precedent-setting court rulings, all findings in the initial study will need to be substantiated. (For purposes of this scope of work, it is assumed the focus of the EIR will be traffic, land use/general plan consistency/access, visual resources, air quality, water balance, community services, cultural resources, potential economic dislocation/blight.) EDAW will review the draft of the initial study to ensure the scope of the EIR and the initial study discussion are consistent and to ensure CEQA adequacy.
2. Following the 30-day NOP review period, EDAW will review all comments and determine if the scope of the EIR is sufficient to comply with CEQA and meet the needs of all decision makers, including those of responsible agencies.

- PRODUCTS:**
1. Comments on the Initial Study
 2. Revised scope, if needed, to address issues raised in comments to the NOP.

TASK C: PREPARATION OF ADMINISTRATIVE DRAFT EIR

To prepare a comprehensive and legally defensible EIR that meets City of Soledad environmental review guidelines on the Mission Trails Shopping Center Project.

1. Prepare project description section of the EIR, based on the description to be provided by PMC, to include the following items; this section may be submitted for early review by City of Soledad.
 - a. Regional and local setting.
 - b. Project history.
 - c. Objectives of the project.
 - d. Project characteristics, including any discretionary actions required by the lead agency, and important project features.
 - e. Intended uses of the EIR/Requested Entitlements (as required by Section 15124(d) of the State CEQA Guidelines), including a list of responsible and other agencies expected to use the EIR in decision making and a list of approvals for which the EIR will be used.

2. Describe effects found not to be significant, in accordance with §15128 of the State CEQA Guidelines. This section will list the effects found not to be significant, with reference to the Initial Study, as appropriate, for an explanation of why they are not significant.

3. Document existing conditions, conduct impact evaluations, and formulate mitigation measures. Specific environmental topics to be addressed, the general approach to be used, and the known issues to be considered in each section are described below. Growth-inducing and cumulative impacts will be comprehensively evaluated in separate sections of in the EIR. Some sections may be easily and logically submitted for early review to help reduce schedule demands.
 - a. Traffic: The project site is accessed from several roadways, including U.S. 101 via a rural interchange that is not likely to be adequate to serve the project. Right-of-ways of several arterials may need to be moved to provide direct access to the site. Revisions to the City General Plan may be needed to reflect differences in potential roadway extensions. Further, the proposed project could alter circulation patterns through a large part of the City, and could affect roadway segments and intersections. The applicant has retained a traffic engineer to address project issues. EDAW will work with the applicant's engineer to determine the scope of the traffic analysis and to ensure all potential project issues are addressed. EDAW will review the traffic analysis prepared by the engineer and will note any deficiencies in a memo. The revised traffic study will be incorporated by EDAW into the EIR. It is assumed that the traffic study will be prepared in a format (and disk) suitable for summary and inclusion in the EIR. Only one round of review/revision between EDAW and the traffic engineer is assumed.

 - b. Land Use/General Plan Consistency: The consistency of the project with the Soledad General Plan, redevelopment plan, and zoning ordinance will be evaluated. Issues to be considered include access and scenic impacts to the adjacent open space along the Salinas River (planned for a potential park); consistency of the proposed project with the land use element; discontinuation of agricultural use of the site; and potential for eminent domain.

 - c. Air Quality: The applicant is preparing an air quality analysis for use in the EIR. EDAW will review the study to ensure it considers the following: Regional and local air quality in the vicinity of the proposed project based on existing data from the Monterey Bay Unified Air Pollution Control District (MBUAPCD); air emissions associated with construction and completed use of the proposed project; impacts of the proposed project based on thresholds established by the MBUAPCD, and mitigation measures. EDAW will review the air quality analysis prepared by the engineer and will note any deficiencies in a memo. The revised

study will be incorporated by EDAW into the EIR. It is assumed that the air quality study will be prepared in a format (and on a disk) suitable for summary and inclusion in the EIR. Only one round of review/revision between EDAW and the air quality consultant is assumed. OPTIONAL: EDAW will prepare the air quality analysis in-house as part of the EIR.

- d. Aesthetics/Visual Resources: The visibility of the site from sensitive receptors (i.e. public locations) will be described. The focus will be on the visibility of the project from U.S. 101. Ground level photographs will be taken for use in the EIR. The impact of the project will be based on the perceived aesthetic changes that would result. Mitigation measures will be provided if needed.
- e. Water: Water use in the Salinas River basin is an issue of regional importance. The project site is currently in agriculture and uses groundwater consistent with this use. An analysis will be conducted of the balance of water use between the proposed project and the current agriculture to determine if a significant groundwater impact would result.
- f. Sewer: The City may be approaching capacity in its allocated treatment plant capacity. An analysis of the proposed project will be conducted, including determination of potential sewage generation, allocated capacity, planned use of the remaining capacity, and project effects.
- g. Drainage: The applicant has retained an engineer to prepare a hydrology study of the project. Of particular concern is the potential for the project to affect water quality in the Salinas River and downstream flooding. EDAW will review the hydrology analysis and will note any deficiencies in a memo. The revised study will be incorporated by EDAW into the EIR. It is assumed that the hydrology study will be prepared in a format (and on a disk) suitable for summary and inclusion in the EIR. Only one round of review/revision between EDAW and the biology consultant is assumed.
- h. Public Services: The project could result in increased demands for police and fire services. Representatives from the Department of Public Safety will be contacted to discuss the project and evaluate potential impacts.
- i. Cultural Resources: Due to its proximity to the Salinas River, the project site is in a location that may have been used historically or pre-historically. The applicant has retained an archaeologist to determine potential impacts of the project on cultural resources. EDAW will review the cultural resources analysis and will note any deficiencies in a memo. The revised study will be incorporated by EDAW into the EIR. It is assumed that the cultural resources study will be prepared in a format (and on a disk) suitable for summary and inclusion in the EIR. Only one round of review/revision between EDAW and the archaeologist is assumed.
- j. Biological Resources: The applicant has retained a biologist to survey the site and determine potential impacts and mitigation measures. EDAW will review the biology analysis and will note any deficiencies in a memo. The revised study will be incorporated by EDAW into the EIR. It is assumed that the biology study will be prepared in a format (and on a disk) suitable for summary and inclusion in the EIR. Only one round of review/revision between EDAW and the biology consultant is assumed. OPTIONAL: EDAW will prepare the biology analysis in-house as part of the EIR.

- k. Economic Dislocation/Blight: EDAW staff have prepared several EIRs on big box retail facilities and have found the issue of potential blight to be commonly raised. The issue centers around whether this type of project will create a vacuum of demand in the current Soledad retail core, shifting it to the proposed shopping center, or if there is sufficient demand in the area for this type of use that it would merely shift demand from outside Soledad to the center. If it was found that a retail shift occurred in the community, blight could be created, which could be considered a significant environmental impact. EDAW will prepare a scope of study to be used by the City's economic consultant, ADE. ADE will prepare a study of potential for the area to support both existing retail facilities in the City and the proposed project. Potential blight will be determined, based on the results of this study, and the EIR will note the conclusions and determine if mitigation is needed or available.
5. In a separate EIR section, discuss all significant unavoidable adverse impacts, in conformance with the State CEQA Guidelines, §15126(b). Included in the discussion will be any impacts that can be partially mitigated, but not to a level that is less than significant. Any mitigation measures eliminated from suggestion because of new impacts associated with their implementation will also be discussed.
 6. Cumulative impacts in the EIR. The analysis will address known projects, either approved or proposed within growth areas in the vicinity of the project. The boundaries of this area will be proposed by EDAW for City of Soledad staff approval. The cumulative impact assessment will be based on reasonably anticipated development projects that may, in combination with the proposed project, create adverse environmental impacts. It is assumed that the Vista Soledad project and the potential Miravale project will be among the largest considered.
 7. Pursuant to §15126(g) of the State CEQA Guidelines, discuss potential growth-inducing impacts of the proposed project in the EIR. Potential sources of growth inducement and their impacts will be qualitatively analyzed. Sources of growth-inducement include, for example, removal of obstacles to growth, extension of public service distribution lines, expansion of public service capacities, extension of roadways, or similar changes that provide development support where it does not exist.
 8. Pursuant to §15126(d) of the CEQA Guidelines, the EIR will include an analysis of alternatives, including the no project alternative. For purposes of this scope of work, it is suggested that the no project alternative, an alternative site (such as the other commercial center site being considered in the City) , an alternative that considers a use consistent with the General Plan, and one other alternative (4 total) are considered. EDAW will work closely with City of Soledad staff to develop a reasonable range of alternatives.
- Discuss, as required by the State CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. The environmentally superior alternative will be identified. A summary of the various alternatives and associated impacts will be provided as part of the EIR summary.
9. Prepare a summary presenting the significant conclusions of the EIR in a manner that is easily understood by the public. The summary is expected to include a synopsis of the project location, setting, objectives, and characteristics, and the entitlements sought. Moreover, a summary "table" will be prepared to identify impacts found, their significance, recommended mitigation measures, and the level of significance after mitigation. Other summaries to be included are known areas of controversy, growth-inducing effects, and alternatives.

10. Prepare other CEQA-mandated sections of the EIR as follows:
- a. Table of Contents (State CEQA Guidelines §15122)
 - b. Significant Irreversible Environmental Changes (State CEQA Guidelines §15126(f))
 - c. Effects Found Not to Be Significant (State CEQA Guidelines §15128)
 - d. List of Organizations and Persons Consulted (State CEQA Guidelines §15129)
 - e. Preparers of the Environmental Document (State CEQA Guidelines §15129)
 - f. References (State CEQA Guidelines §15148)
 - g. Appendices (State CEQA Guidelines §15147)
11. Conduct quality assurance review of the document for compliance with CEQA.
- PRODUCTS:**
1. Memos commenting on each of the technical studies (traffic, air quality, biology, cultural resources, hydrology) to be provided by the applicant. One round of review of the studies by EDAW is assumed.
 2. Two (2) copies of the ADEIR (including full size copies of maps and plans), plus 2 editions for EDAW.

TASK D: DRAFT ENVIRONMENTAL IMPACT REPORT

To respond to the City of Soledad/PMC staff comments on the ADEIR, complete necessary revisions, and publish the DEIR for public review.

1. Coordinate with the City's project coordinator who will assemble comments on, and suggested revisions to, the ADEIR. A set of unified comments will be provided to EDAW.
2. Complete revisions to the ADEIR, pursuant to review comments. Revisions will be prepared in conformance with the scope of work.
3. Prepare and reproduce the DEIR for submittal to the City of Soledad for its distribution to the public.

PRODUCTS: Fifty (50) copies of the DEIR, plus 2 editions for EDAW.

TASK E: PREPARE DRAFT AND REVISED FINAL EIR ADDENDUM

To respond to public and public agency comments on the draft EIR and prepare an addendum that, together with the Draft EIR, will constitute the final EIR.

1. EDAW will collect all written and public hearing comments on the Draft EIR and will respond to all comments on significant environmental issues. For purposes of this scope, a total of 24 hours of professional time has been allocated to this task. (If the number or complexity of comments require that additional time is needed for this task, EDAW will complete it under a budget amendment.)
2. EDAW will submit a draft version of the addendum to the City and PMC for review and comment. After receipt of comments on the draft, EDAW will revise it based on the comments and prepare a public review version of the document.

- PRODUCTS:**
1. Two copies of the draft Final Addendum plus 2 editions for EDAW
 2. Twenty-five (25) copies of the Final EIR Addendum, plus 2 editions for EDAW

TASK F: PROJECT MANAGEMENT, GENERAL COORDINATION, AND MEETINGS

This phase is to provide for adequate management of the EIR preparation effort, and to maintain close communication between the City of Soledad staff and project team members. This task is also intended to ensure that the project is running on time and within budget, and that the EIR is technically correct and legally defensible.

1. Communicate as necessary with project team members and the City of Soledad staff for compliance with the schedule, scope of work, and budget. Coordinate the work of the team and provide management liaison between the team and City of Soledad for communication of issues, transmittal of comments, financial management (e.g., invoices), and other project management matters.
2. Attend project coordination meetings with City of Soledad staff, other concerned agencies, and the applicant. The proposed scope of work includes attendance to a maximum of four (4) project meetings by two staff members (the project director and the project manager). Each meeting is assumed at two hours of labor, plus mileage. Other meetings may be attended on a time-and-materials basis additional to the proposed price with prior authorization by the City of Soledad.

- PRODUCTS:**
1. Attendance at up to 4 project meetings.
 2. Project Management (40 hours over project duration)

TASK G: PUBLIC HEARINGS

The purpose of this phase is to provide the City with consultant assistance at public meetings and hearings, to develop an understanding of the public's comments and concerns, to be available to answer questions on environmental issues, and to make presentations on the EIR. It is our understanding that one hearing will be held on the EIR

1. Attend a maximum of one (1) public hearing by the Project Director and Project Manager. EDAW will participate in other public meetings or hearings on a time-and-materials basis (additional to the proposed price) upon the request and authorization by the City of Soledad.
2. Conduct presentations, as required, regarding the EIR process and findings, and be available to answer questions that may arise at public hearings or meetings.

- PRODUCTS:**
1. Attendance at one (1) public meetings and hearings or up to eight (8) hours of staff time, whichever occurs first.

TASK H: MITIGATION MONITORING PROGRAM

To comply with Public Resources Code §21081.6 and prepare a mitigation monitoring program (MMP) for adoption at the time of the CEQA findings.

1. EDAW will prepare a mitigation monitoring program (MMP) to be submitted along with the final EIR. The MMP must be designed to ensure compliance with adopted mitigation requirements during project implementation. In coordination with City of Soledad and PMC staff, EDAW will prepare the MMP for mitigation measures that address significant impacts and are adopted as conditions of approval..
2. The MMP is proposed to include the following components: legislative mandate; monitoring responsibilities and authority; monitoring procedures; monitoring forms; and mitigation matrix. EDAW will coordinate with City staff to refine the MMP content and format prior to preparing the draft MMP.

PRODUCTS: 1. One original and two copies of the MMP.

TASK I: PREPARE CEQA FINDINGS

To comply with CEQA Guidelines §15091 and 15093 regarding preparation of findings and overriding considerations.

1. EDAW will prepare written findings for each significant impact to the project, describing the disposition of the impact and the status of mitigation. The findings will be written such that they represent a "decision" package for the project approval process.
2. If any impacts are found to be significant and unavoidable, a statement of overriding considerations describing why the project should be approved despite the occurrence of such impacts will be provided.

PRODUCTS: An original and two copies of findings and any overriding considerations.

FEE ESTIMATE

EDAW has prepared the following fee estimate to complete the project, consistent with the scope of work presented above:

<u>Task</u>	<u>Estimated Fee</u>
A. Project Initiation	\$ 3,000
B. NOP/Initial Study	450
C. Administrative Draft EIR	23,800
D. Draft EIR	5,000
E. Final EIR	4,500
F. Meetings, Project Management	6,100
G. Public Hearing	1,800
H. Mitigation Monitoring Plan	2,100
I. Findings	<u>3,200</u>
Total, Labor	\$49,950
<u>Direct Costs</u>	
A. Printing/Reproduction (estimated)	\$ 2,000
B. Mileage/Misc	<u>1,000</u>
Total, Direct Costs	\$ 3,000
TOTAL ESTIMATED FEES	\$52,950

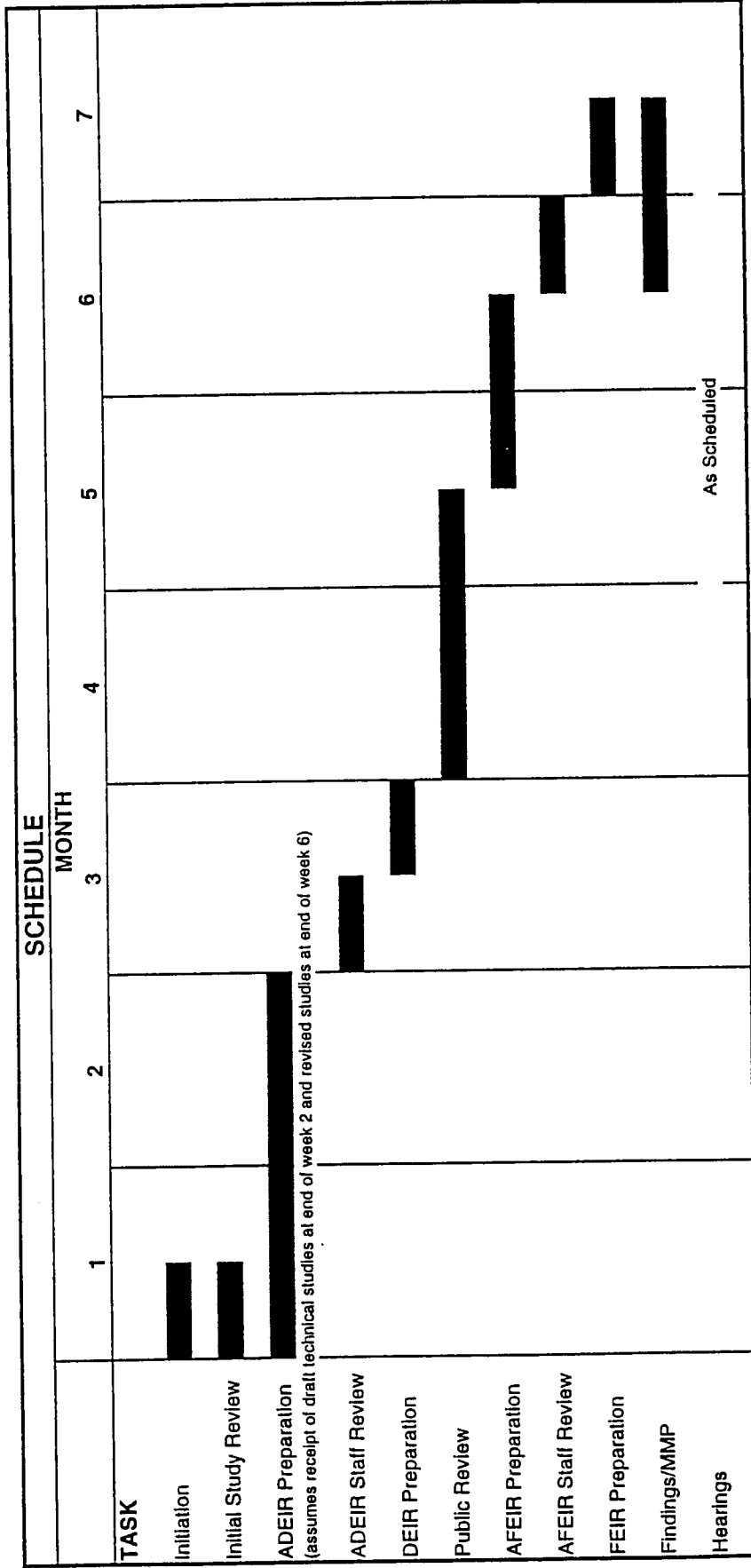


EXHIBIT B
PAYMENT SCHEDULE

City/Agency shall pay Contractor an amount not to exceed the total sum of FIFTY TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$52,950.00) for services to be performed pursuant to this Agreement.

The schedule of payments shall correspond to the completion of the tasks to be performed. Upon completion of each task, as set forth in Exhibit A, Contractor shall provide City/Agency an invoice for its services. Thereafter, payment will be made by the City/Agency within thirty (30) days of billing. Reimbursable expenses (Direct Costs) incurred during the completion of each task will be included, at cost, in each billing as a separate item and subject to payment on the same schedule as above. The total reimbursable expenses shall not exceed Three Thousand Dollars (\$3,000.00).

The total sum stated above shall be the total which City/Agency shall pay for the services to be rendered by Contractor pursuant to this Agreement. City/Agency shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City/Agency shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefor is agreed to in writing executed by the City Manager or other designated official of

City/Agency authorized to obligate City/Agency thereto prior to the time such extra service is rendered and in no event shall such change order exceed twenty-five (25%) of the initial contract price.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City/Agency. In this event, City/Agency shall compensate the Contractor for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to date.

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EXHIBIT C

City/Agency shall furnish physical facilities such as desks or tables and conference space, as may be reasonably necessary for Contractor's use while consulting with City/Agency employees and reviewing records and the information in possession of City/Agency. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City/Agency. In no event shall City/Agency be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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EXHIBIT D

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City/Agency. City/Agency shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City/Agency shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
2. LICENSES; PERMITS; ETC. Contractor represents and warrants to City/Agency that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City/Agency that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Soledad Business License.
3. TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
4. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract "occurrence coverage" insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office

Commercial General Liability coverage ("occurrence" form CG 0001.)

- (b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City/Agency. At the option of the City/Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City/Agency, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (e) Verification of Coverage. Contractor shall furnish City/Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City/Agency before work commences. The City/Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Subcontractors. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (g) The City Manager may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and

forms of such insurance are either not commercially available or that the City's/Agency's interests are otherwise fully protected.

5. CONTRACTOR NO AGENT. Except as City/Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City/Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City/Agency to any obligation whatsoever.
6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City/Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City/Agency of such desire of City/Agency, cause the removal of such person or persons.
8. STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All instruments of service of whatsoever nature which Contractor delivers to City/Agency pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.
9. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to it, to any subcontractor, to the City/Agency, to City/Agency officers and employees, or to parties designated by the City/Agency, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the City/Agency, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt

the City/Agency, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

10. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which City/Agency is bound by the terms of such fiscal assistance program.

11. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City/Agency upon completion of the work to be performed hereunder or upon termination of the Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

13. CITY'S/AGENCY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any reason, City/Agency shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City/Agency, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City/Agency, as its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City/Agency thereafter should determine to complete the project, the City/Agency shall have the privilege or requiring completion of the drawings, specifications and other documents upon compensation of the Consultant.

14. EMPLOYMENT PRACTICES. Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

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STANDARD
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California, as of September, 1997, by and between the CITY OF SOLEDAD, a municipal corporation and the SOLEDAD REDEVELOPMENT AGENCY, collectively referred to hereafter as ("City/Agency"), and APPLIED DEVELOPMENT ECONOMICS ("Contractor"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City/Agency the services described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. PAYMENT. City/Agency shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor is aware that payment for the services described in Exhibit A, "Scope of Work - Addendum 1," are being provided by D.B.O. Development Company pursuant to an "Agreement For Payment of Administrative/Professional Staff and Consulting Services."

3. FACILITIES AND EQUIPMENT. Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City/Agency shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT STANDARD CONTRACT LANGUAGE.

Monies funding portions of this Agreement are made available by the State of California, Department of Housing and Community Development. The State of California requires specific conditions identified by Exhibit E, "Standard Contract Language - All Contract Land Subcontracts," which is made by reference and made a part hereof.

6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7. CONTRACT ADMINISTRATION. This Agreement shall be administered by Soledad City Manager, Belinda Espinosa ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

8. NOTICES. Any written notice to Contractor shall be sent to:

Mr. Doug Svensson
Applied Development Economics
2029 University Avenue, Second Floor
Berkeley, CA 94704

Any written notice to City shall be sent to:

City of Soledad
C/O Belinda Espinosa, City Manager
248 Main Street
Soledad, CA 93960

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal corporation

By Belinda B. Espinosa
Belinda Espinosa, City Manager

SOLEDAD REDEVELOPMENT AGENCY

By Belinda B. Espinosa
Belinda Espinosa, Executive Director

Attest: Bhe
City Clerk

APPLIED DEVELOPMENT ECONOMICS

By Carleen Bedwell, Principal
"Contractor"

Approved as to form:

Michael F. Rodriguez
Michael F. Rodriguez, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

(SEE ATTACHED)

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**EXHIBIT A
SCOPE OF WORK
APPLIED DEVELOPMENT ECONOMICS**

SERVICES

ADE will provide the following services to the City of Soledad during for up to three years:

- grant application preparation, including the economic development component of the State Small Cities CDBG program
- implementation of the projects funded by grant awards, including the economic development component of the CDBG program
- grant administration

The City will determine on a case-by-case basis the extent of the services requested each year, and the City and ADE will determine the appropriate cost.

ADE cannot propose a specific Scope of Work for all three types of activities, because the second and third activities usually proceed from the results of the first activity, grant preparation. Rather, ADE will begin the services by working with the City to develop the appropriate content for its first grant application as specified in the Request For Qualifications, and as each application is identified, the specific Scope of Work and time line for that grant application will be finalized. ADE's first task will be the preparation of the City's application for the 1997 CDBG Economic Development Planning/Technical Assistance funding program. Listed below is the proposed Scope of Work for such a grant application.

1. GRANT PREPARATION

1.1 Preparation of 1997 CDBG Economic Development Planning/Technical Assistance Grant Application

As indicated in the City's Request For Qualifications, the City wishes to submit a CDBG Economic Development Planning/Technical Assistance grant application for a Commercial Development Planning Activity. "The Planning Activity is intended to provide the City with information which will be used to shape its participation in a proposed shopping center development. The Planning Activity should provide the City with the following: a financial analysis of the project; an analysis of the fiscal impact of the project on the City; an analysis of the project's potential public funding sources to assist with the City's participation; and preparation of the final grant report."

To carry out the grant preparation services,

The scope of work for such an activity is described below.

- ADE will finalize with the City the topic for the 1997 application. (ADE assumes the

topic is that stated by the City in its Request For Qualifications.)

- ADE will finalize with the City the necessary tasks and time line to prepare the application. (See item below which breaks out the tasks for the 1997 P/TA Scope of Work.)
- ADE will advise the City of the local match requirements and special conditions, and determine that they can be met.
- ADE will advise the City of the appropriate public process and assist to the extent requested.
- ADE will develop with the City the discussion of the benefit to Target Income Group persons which the grant activity will provide.
- ADE will coordinate the preparation of the application with the CDBG staff representative for Soledad.
- ADE will prepare the application and related documents for City review.
- Once finalized and authorized by the City, ADE will submit the application to the California Department of Housing and Community Development.
- The Scope of Work which ADE proposes would be the content for a Commercial Development Planning Activity is as follows. The cost of carrying out the tasks are also provided. If ADE is to provide the full services on the planning activity, these are the ADE costs. If City staff is to participate in the project and perform a portion of the services, the full cost would remain the same, but a portion of the grant funds would be retained by the City.

Task 1. Financial Analysis. Est cost: \$ 9,100

This task will analyze the proposed developer costs of the project, the project revenue, and the developer's request for City participation.

Task 2. Fiscal Impact Analysis Est. cost: \$ 6,000

This task will analyze the benefits and cost the project will bring to the City.

Task 3. Gap Analysis Est. cost: \$ 8,000

This task will determine if there is a gap in the project's cost and revenue. Assuming there is a gap, the task will determine the extent to which it is appropriate for City participation in the project, and the form such participation might take.

Task 4. Public Funding Est. cost: \$ 6,200

In the event City participation is indicated, this task will examine potential sources to

assist the City with the public participation in the project -- such as funds from EDA, CDBG, USDA Rural Development.

Task 5. Final Report Est. cost: \$ 5,000

The activity will be concluded with a final report which documents the activity, contains the recommendations, and indicates the potential TIG job benefit.

Task 6. Grant Administration Est. cost: \$1,750

Throughout the grant there are grant administration requirements. This task will ensure the City conducts the project in a manner which complies with all requirements.

Total Cost \$ 36,050

[CDBG grant funds: \$ 35,000]

[City matching funds: \$ 1,050]

1.2 Preparation of Other CDBG Economic Development Grant Applications

In the event the City determines it wishes to apply for other CDBG Economic Development Grants, such as the Economic Enterprise Program, the Over-The-Counter Program, and/or the Planning/Technical Assistance grants for 1997, 1998 and 1999, ADE will carry out the above tasks as appropriate for the specific grant application. Throughout the three year period ADE's approach will be to maximize the opportunities available to the City of Soledad each year, and to be directed by the City's decisions in that regard.

1.3 Preparation of Other Grant Applications

With regard to the preparation of non-CDBG grant applications, the particular Scope of Work varies according to the circumstances of the grant program and the potential project which is the topic of the application. The variable factors include the following:

eligibility of applicant -- a government unit, a non-profit, a community group, a business.

location/population of the jurisdiction -- some grants are for communities of certain size and/or in certain regions.

eligibility of project (the type of activity) -- such as infrastructure, construction, business loan program, land purchase, engineering costs, planning studies, etc.

"need" information -- what problem is this grant/loan application addressing?. In some cases "need" information, such as unemployment statistics, existing availability of industrial land in area, plant closures, etc. can make the difference between project eligibility or ineligibility.

necessary and appropriate test -- why is it necessary for federal and/or state funds to be used in this activity, and if so, what's the appropriate degree of participation?

conditions -- are the conditions associated with the specific grant/loan program workable to the project? Conditions such as public ownership, creation of certain number of jobs, requirement to hire low-moderate income residents, requirement to limit "wind fall" profits, etc.?

partners -- are there partnerships which are part of a potential project and/or beneficial to a grant activity, and do these work within the proposed grant/loan program?

documentation -- some grants require feasibility studies, market analysis, private business financials, etc as part of an application. To what extent is this available or a problem?

amount of funding and timing of funds -- various grant or loan programs have funding ranges that may or may not coincide with your interests, and the same should be considered for the release of funds.

application cycle and process -- the details of application cycle and process vary.

availability of funds -- does the program have funds available or are they committed for the next year or two?

In the event the City determines it wishes ADE to prepare one or more non-CDBG grant application(s), ADE and the City will determine such matters as: the appropriate role for ADE, the time line, the not-to-exceed fee, the assistance of City staff and other partners in the grant application and project, etc.

2. GRANT IMPLEMENTATION

ADE's services for grant implementation will be guided by the content of the grants to be implemented. Each grant will contain an activity description and the tasks necessary to carry out the activity. The grant content becomes the basis of the contract between the funding agency and the City, and ADE must provide services to the City which fulfill the funding agency/City contract. ADE has had extensive experience in doing so -- including those funded by the CDBG Economic Development program, and by other funding agencies, such as EDA. The Scope of Work in each case was the Scope of Work described in the grant application, and the implementation work was satisfactorily completed, as judged by both the funding agency and the grantee. Where specialists are required which are not on the staff of ADE, ADE will add the expertise to the project team, as previously discussed.

3. GRANT ADMINISTRATION

ADE will provide grant administration on individual grants to the extent requested by the City. ADE's services range from ADE providing full grant administration to the minimal level of ADE instructing the City staff so that they can administer the grant(s). Requirements include meeting special conditions; maintaining proper records; preparing progress reports, requests for payment and grantee performance reports which the City must submit to the funding agency staff; and conducting appropriate public processes. ADE will be guided by the City's wishes in this regard.

ESTIMATED TIMELINE

The timeline for ADE's services will vary, depending on the specifics of the grant application or the grant implementation. In general, ADE proceeds in a timely manner on all projects that are grant related, in order to maximize the City's opportunities for funds and to assist the City's compliance with timelines in funded projects. Maintaining the timeliness of ADE's services also requires the City to provide timely response to requests for information, review, and public actions.

Listed below is the time line for the preparation of the 1997 CDBG Economic Development Planning/Technical Assistance grant.

Grant Preparation	ASAP
Planning Study	6-8 months
Grant Administration	To be determined

PROJECT PERSONNEL

Throughout the course of the proposed three years of service all ADE staff will be available to provide services to the City of Soledad on specific grant related projects. The particular Principal or Associate providing services will be determined by the nature of the activity and the specialty required. ADE's project team for each specific project will be reviewed in advance with the City of Soledad. The resumes of all ADE professional staff are included in ADE's Statement of Qualifications.

Carleen Bedwell, Principal of ADE, will be responsible for the grant application and the grant administration services. She has a strong record of obtaining grants and low interest loans for communities to carry out their economic development activities. Mrs. Bedwell may also participate in the implementation of a grant project, to the extent appropriate.

Ursula Parks will provide support services related to grant preparation and administration. She has worked with Mrs. Bedwell on the preparation of several CDBG economic development applications which have been funded, and she is currently providing grant administration support services on several CDBG grants.

ADE is prepared to begin its work immediately, once a contract is awarded and executed by all parties.

COST OF SERVICES

Because ADE's services cover a variety of potential tasks, ADE cannot indicate a fixed cost for the services. The cost of the services are determined on an item-by-item basis, using the billing rates which are contained on the following page.

1. Cost of Grant Preparation Services

When grant preparation services are requested, ADE will meet with the City to determine the type

of grant, the estimated level of service required, and the division of labor between the staff and ADE. In general, the cost of grant preparation ranges from \$3,000 (for a Planning/Technical Assistance grant) to \$15,000. From the composite of this information ADE can provide a "not-to-exceed" cost figure and reach agreement with the City regarding cost and services. On all grant preparation services ADE charges time and materials only. (Reimbursement of travel expenses are included as a cost, but travel time is not charged.) ADE will operate this way with the City for each grant that is prepared, with the exception that is described below.

Exception: In the event ADE is preparing a grant application for which ADE alone will have full implementation responsibilities in the event the grant is funded, ADE will provide the grant preparation services at no cost to the City. If ADE has a portion of the grant implementation responsibilities, ADE will charge a proportionate per centage of the grant preparation cost. This is possible only in those cases where the procurement requirements of the funding program have been met and permit this approach.

2. Cost of Grant Implementation Services

As with the above services, the cost of grant implementation is determined on an item-by-item basis. During the preparation of a grant application the budget for the project's scope of work will be developed, which determines both the funds available for the project and the cost of providing the services. The challenge in each grant application is to provide for maximum services to accomplish the project, while at the same time being realistic about the cost of such services. ADE's years of experience in both grant writing and grant implementation has forced the firm to forge realistic scopes of work, and to be disciplined in the implementation of them.

The cost for the services proposed for the 1997 P/TA activity are for the total of each task. If ADE is to perform all the tasks, then this is the amount ADE will charge. If the work is to be shared with City staff, it is appropriate that a portion of the budget for the specific task be assigned to the City.

3. Cost of Grant Administration Services

The cost of ADE's grant administration services will be guided by the extent of the service requested by the City. To the extent allowable in each grant, the cost of grant administration will be born by the grant funds. In the CDBG Economic Development Planning/Technical Assistance program, this amount is up to 5% of the grant funds requested. The division of such funds between ADE and the City is determined by the division of grant administration tasks.

For the proposed 1997 grant application's scope of work, the cost for grant administration is \$1,750, assuming the amount of grant funds requested is \$35,000. The \$1,750 will be an ADE charge if ADE provides the grant administration services. It will be a City cost if the City performs grant administration.

4. ADE Billing Rates

President	\$ 125
Principal	\$ 100
Senior Consultant	\$ 90-135
Senior Associate	\$ 60-80
Associate	\$ 50-60
Research Assistant	\$ 40-45
Administrative Assistant	\$ 35

SCOPE OF WORK
Addendum 1
APPLIED DEVELOPMENT ECONOMICS
PREPARATION OF AN APPLICATION FOR GRANT FUNDS
US DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

ON BEHALF OF THE CITY OF SOLEDAD
MISSION TRAILS SHOPPING CENTER

Services

Applied Development Economics (ADE) will provide the following services:

Assist the City and its project team to finalize the project concept and the focus for the EDA grant application.

Advise the City on the grant funding availability, funding cycle and the time line for application process.

Work with the City and the business to develop the content and strategy for the EDA funding.

Prepare for submission a Preapplication for EDA grant funds.

Coordinate with EDA staff -- in person, by phone and by document. To the extent appropriate, promote the City's Preapplication (and Application, if invited by EDA) with EDA staff.

If an Application is invited, advise the City regarding the information needed for the Application, the format, and the timing. Work with City staff and project team to collect and/or prepare the information.

If an Application is invited, advise the business regarding the information needed for the Application, the format, and timing. Work with the business's staff to collect and/or prepare the information.

Advise the City and business regarding public process, and assist to the extent requested.

Prepare a draft Application for review, and a final Application for submission

Attend site meetings as needed, and meetings with EDA staff to the extent appropriate.

Coordinate this Preapplication/Application with any other grant applications being prepared by the City related to the business project.

Assist with the EDA review processes to the extent appropriate.

Cost:

ADE shall provide these services at a cost not to exceed \$25,000, including travel and expenses. The cost will be the reimbursement of time and materials, based upon ADE's billing rates, and is not contingent on whether or not the application is funded.

ADE
Schedule of Hourly Billing Rates

President	\$125
Principal	\$100
Senior Consultant	\$90 - 135
Senior Associate	\$60 - 80
Associate	\$50 - 60
Research Assistant	\$40

Time Line:

ADE will begin these services immediately, and will be guided by the funding time line of the EDA, the availability of information from the City and the business, and the completion of necessary processes related to the project and grant application (such as, the EIR process).

EXHIBIT B
PAYMENT SCHEDULE

City shall pay Contractor an amount commensurate to work requested by the City (Task Order) and agreed to by the Consultant based on Attachment A.

Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

1. Serial identifications of progress bills, i.e., Progress Bill No. 1.
2. The beginning and ending dates of the billing period.
3. A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available and the percentage of completion.
4. For each work item in each task, an invoice shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

City shall make monthly payments, based on such invoices, for services satisfactorily performed, and for authorized reimbursable costs incurred.

City shall pay the last 10% of the total sum due pursuant to this Agreement within forty-five (45) days after completion of the services and submittal to City, if all services due pursuant to this Agreement have been satisfactorily performed.

The total sum stated above shall be the total which City/Agency shall pay for the services to be rendered by Contractor pursuant to this Agreement. City/Agency shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City/Agency shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefor is agreed to in writing executed by the City Manager or other designated official of City/Agency authorized to obligate City/Agency thereto prior to the time such extra service is rendered and in no event shall such change order exceed twenty-five (25%) of the initial contract price.

Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the fee schedule of hourly billing as shown on Exhibit A.

An estimate of all the reimbursable expenditures shall be submitted to City for approval prior to the commencement of any task pursuant to this Agreement.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City/Agency. In this event, City/Agency shall compensate the Contractor for all outstanding costs incurred

for work satisfactorily completed as of the date of written notice thereof. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to date.

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EXHIBIT C

City/Agency shall furnish physical facilities such as desks or tables and conference space, as may be reasonably necessary for Contractor's use while consulting with City/Agency employees and reviewing records and the information in possession of City/Agency. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City/Agency. In no event shall City/Agency be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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EXHIBIT D

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
2. LICENSES; PERMITS; ETC. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Soledad Business License.
3. TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
4. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract "occurrence coverage" insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office

Commercial General Liability coverage ("occurrence" form CG 0001.)

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
- (b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
 - (f) Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - (g) Subcontractors. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
 - (h) The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interests are otherwise fully protected.
5. CONTRACTOR NO AGENT. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons,

Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.

8. STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

9. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to it, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

10. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

11. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of the Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

13. USE OF RECYCLED PRODUCTS. Contractors shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

EXHIBIT E

STANDARD CONTRACT LANGUAGE - ALL CONTRACTS
AND SUBCONTRACTS

(SEE ATTACHED)

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EXHIBIT E

STANDARD CONTRACT LANGUAGE - ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified persona shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Grantee will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical conditions, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing government Code, Section 12990, set forth in full, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

FIRST AMENDMENT TO AGREEMENT FOR PAYMENT OF ADMINISTRATIVE/PROFESSIONAL STAFF AND CONSULTING SERVICES

This Amendment is entered into this 3rd day of December, 1997, by and between the City of Soledad ("CITY"), a municipal corporation, the Soledad Redevelopment Agency ("AGENCY"), and D.B.O. Development #27 ("DBO").

- A. CITY/REDEVELOPMENT AGENCY and DBO have agreed that it is in the best interests of both parties to retain the services of Applied Development Economics for the purpose of applying for and providing administrative assistance in obtaining rants for the Mission Trails Project.
B. CITY/REDEVELOPMENT AGENCY and DBO desire to add Applied Development Economic as an additional consultant to the previously executed "Agreement For Payment of Administrative/Professional Staff and Consulting Services".

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

1. Amendment to SECTION 1.b.

Section 1.b. of the "Agreement For Payment of Administrative/Professional Staff and Consulting Services" is amended to read as follows:

"b. DBO agrees to pay all direct and indirect costs associated with the provision of professional service to CITY/AGENCY relating to the proposed Mission Trails Shopping Center from the following consultants:

Table with 2 columns: Consultant Name and Service Description. Rows include Pacific Municipal Consultants (Project Administration), EDAW (Environmental Analysis), and Applied Development Economics (Grant Application and Administrative Assistance).

The exact scope of services for each of said consultants, and the estimated costs thereof, are set forth in the individual contracts for services, copies of which are attached hereto in Appendix A. DBO and CITY/AGENCY agree that the list of consultants is subject to change, and that all such additions or deletions shall be undertaken as written amendments to this Agreement.

2. The Applied Development Economics contract for consulting services will be attached to the original "Agreement For Payment of Administrative/Professional Staff and Consulting Services" as part of Appendix A.

City of Soledad, a Municipal Corporation

Soledad Redevelopment Agency

By: Belinda B. Espinoza

By: Belinda B. Espinoza

D.B.O. Development #27

By: [Signature]

Addendum to EDAW Standard Contractual Services Agreement

Recitals

A. On October 22, 1997, the City Council/Redevelopment Agency, by way of Resolution No. 2633, authorized the execution of an "Agreement For Payment of Administrative/Professional Staff and Consulting Services" between the City/Redevelopment Agency and DBO Development #27 for the payment of staff and professional consultant fees related to the Mission Trails Shopping Center Project ("Project").

B. On December 3, 1997, the City Council/Redevelopment Agency, by way of Resolution No. 146, amended the Agreement with DBO Development #27 and authorized the execution of an agreement to be paid pursuant to said Agreement with EDAW, Inc. for environmental analysis of the Project.

C. Prior to execution of the EDAW Agreement, but after Council/Redevelopment Agency approval of the form and content of the same, EDAW requested a number of technical changes to seven of the clauses of said agreement.

D. The City Attorney and City Manager have reviewed the contractual changes proposed by EDAW and have agreed to make two technical changes by way of this addendum. Neither of said changes requires that the EDAW Agreement be brought back to the Council/Redevelopment Agency for further approval.

Based on the foregoing recitals, the Soledad City Council/Redevelopment Agency and EDAW, Inc., agree as follows:

I. Sub-section 4(c) of Exhibit D, General Provisions, is deleted in its entirety and replaced as follows:

- (c) Deductibles and Self-Insured Retentions. Contractor acknowledges its obligation to pay any and all deductible amounts required under the policies of insurance required hereunder. Contractor warrants that it shall meet all such obligations, and shall indemnify and hold the City/Agency harmless against any losses, damages, costs and expenses that may arise out of Contractor's failure to do so.

2. Paragraph 9 of Exhibit D, General Provisions, is deleted in its entirety and replaced as follows:

9. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Other than in the performance of professional services and to the fullest extent permitted by law, Contractor shall indemnify, defend and hold City/Agency, its employees, agents and officials harmless from and against their tort liability (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, attorneys' fees incurred by City/Agency, court costs, interest, or defense costs including expert witness fees), where such liability arises out of, in whole or in part, the performance of this Agreement by Contractor (or any individual or entity for whom Contractor shall bear legal liability for the acts or omissions thereof) and which results in bodily injury to any individual or entity (including the employees or officers of Contractor) or property damage of any kind, nature or description.

In addition to the foregoing, Contractor shall indemnify and hold harmless City/Agency and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys fees and costs to the extent the same are caused by the negligence of Contractor (or any individual or entity for whom Contractor shall bear legal liability for the acts or omissions thereof) in the performance of professional services pursuant to this Agreement.

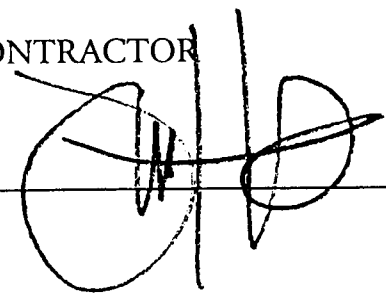
3. That with the exception of the modifications set forth above in Paragraphs 1 and 2, all other provisions of the EDAW Standard Contractual Services Agreement, and all obligations, responsibilities and rights created thereby, shall remain in full force and effect.

4. A copy of this Addendum shall be attached to the original and all copies of the EDAW Standard Contractual Services Agreement.

CITY OF SOLEDAD

Belinda Espinosa
Belinda Espinosa, City Manager

CONTRACTOR

By 

SOLEDAD REDEVELOPMENT
AGENCY

Belinda Espinosa
Belinda Espinosa, Executive Director

MFR:dte
March 25, 1998
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