

RESOLUTION R2018-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO AGREEMENT NO. C2013 22, IN THE AMOUNT OF \$4,850, FOR SERVICES PERFORMED BY LAMPHIER-GREGORY FOR THE ENVIRONMENTAL IMPACT REPORT FOR THE DENIED NAPA OAKS II SUBDIVISION, AND AUTHORIZE THE ASSOCIATED BUDGET ADJUSTMENT

WHEREAS, an application was submitted on March 31, 2011 by Davidon Homes to subdivide an 81-acre hillside property at 3095 Old Sonoma Road into 54 single family lots; and

WHEREAS, the City has determined that preparation of an environmental impact report ("EIR") is appropriate due to potentially significant environmental impacts that could be caused by the development of the proposed project; and

WHEREAS, the City has determined that consultant services are necessary to assist the City in preparing the EIR for the project; and

WHEREAS, Lamphier-Gregory was identified by the City as a qualified and interested firm to complete the preparation of the EIR and a recommendation was forwarded to the City Council to select Lamphier-Gregory to prepare the EIR; and

WHEREAS, City and Lamphier-Gregory entered into C2013 22 on (June 5, 2012) to prepare the EIR; and

WHEREAS, City authorized Amendment No. 1 to C2013 22 on (March 19, 2013) for additional services related to the preparation of the EIR; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

ATTACHMENT 1

2. The City Council hereby approves an amendment to agreement C2013 22 for additional work, as provided in Exhibit A, and authorizes the City Manager to finalize and execute the agreement for a total amount not to exceed \$223,059 for work completed as part of the preparation of the Napa Oaks II EIR.
3. The City Council hereby authorizes a budget adjustment to increase the revenue (49711-34103 EIRNAPOAK-34103) and expenditure (49711-53201 EIRNAPOAK-53201), both in the amount of \$4,850, associated with this agreement.
4. The Community Development Director or designee serving in the capacity of project manager is authorized to approve payments for invoices for services in association with completion of the EIR.
5. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 17th day of July, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael Barrett
City Attorney

**EXHIBIT A OF RESOLUTION R2012-
AGREEMENT FOR SERVICES
TO PREPARE AN ENVIRONMENTAL IMPACT REPORT (EIR)**

This Agreement is dated this 5th day of June, 2012, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and Lamphier-Gregory, a California Corporation (hereinafter referred to as "Consultant").

RECITALS

- A. The City requires consultant services to prepare an EIR.
- B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Consultant shall perform those services described as Tasks in the Proposal to Prepare Project EIR (Scope of Work and Schedule of Performance) attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION. Consultant shall assign Scott Gregory, to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION.

A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "B" for a total sum not to exceed \$177,200 (\$194,900 with use of 10 percent contingency). Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.

B. Consultant shall submit itemized monthly statements for work performed. City shall make any payment due within thirty (30) days after approval of the invoice by City.

C. Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

4. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by City unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO CITY: Kevin Eberle
Community Development Department
P.O. Box 660
NAPA, CA 94559-0660

TO CONSULTANT: Scott Gregory
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily 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. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the City.

9. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE. Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. INDEMNIFICATION. To the full extent permitted by law, Consultant shall indemnify, hold

harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Consultant, in whole or in part, arising out of Consultant's activities hereunder, including the activities of other persons employed or utilized by Consultant in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Consultant shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant.

13. **INSURANCE.** Without limiting Consultant's indemnification provided herein, Consultant shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 combined single limit (CSL). If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Consultant shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

14. STANDARD OF CARE. City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant agrees to use reasonable care and diligence in rendering services under this Agreement. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

15. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Napa disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. DEFAULT. If Consultant should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

ATTACHMENT 1

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20. INDEPENDENT CONTRACTOR. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

21. TAXES. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

22. EMPLOYMENT PRACTICES. Consultant shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its 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, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW.

A. Consultant shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the Consultant and his/her work hereunder and shall ensure that all subcontractors do the same. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Napa business license), permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.

B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt

of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City. Consultant shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Consultant and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation

of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTACHMENT 1

CITY OF NAPA:

(Signature)

Mike Parness, City Manager
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Ann Mehta, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: 49711-53201-EIRNAPAOAK-53201

CONSULTANT:

(Type name of Consultant/form of organization)*

By:

(Signature)

(Type name and title)

By:

(Signature)

(Type name and title)

Address:

Telephone:

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.
Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT A OF AGREEMENT FOR SERVICES

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Task 1: Project Initiation

1.1 Initiation Meeting. Lamphier-Gregory will attend a project initiation meeting with City staff and the project applicant. The agenda for the meeting would include the following:

- a) Confirm our approach and work scope with City staff;
- b) Confirm approval by City staff of the scope and approach to the traffic impact study;
- c) Review and agree on the schedule for the environmental review process, and
- d) Confirm the organization and scope of the EIR.

1.2 Review Background Documents. Subsequent to the Initiation Meeting, Lamphier-Gregory will conduct a thorough review of all background material, including new technical information provided by the Project sponsor, relevant portions of the previous EIR, and other relevant environmental and planning documents available from the City (e.g., General Plan, zoning, design guidelines, etc.)

1.3: Prepare Project Description and Notice of Preparation (NOP). We will prepare a detailed project description based upon materials provided to us. We will also draft a Notice of Preparation (NOP) for release to the public and filing with the State Clearinghouse. After review and approval by City staff, we expect the City will distribute the NOP to all appropriate public agencies and interested members of the public, advising that the City will be preparing an EIR for the project and announcing the date and time of a Scoping Meeting (see below). Lamphier-Gregory will submit required copies of the NOP to the State Clearinghouse. Filing the NOP will commence a 30-day public comment period on the scope of the EIR.

1.4 EIR Scoping Meeting. Our scope assumes that the City will host an EIR scoping meeting during the 30-day public review period of the NOP. Lamphier-Gregory will attend the scoping meeting, present the approach, scope and proposed methodologies to be used in preparing the EIR, and respond to questions. We will take notes of all comments made at the meeting. Following the end of the 30-day review period, and if necessary in light of the comments received, we will meet with City staff and the Project applicant to consider whether the agreed upon scope of work for the EIR requires any changes.

Task 2: Prepare Administrative Draft and Public Review Draft EIR

Work on the EIR will begin by preparing the basic structure and layout of the document using Lamphier-Gregory's standard format template. Work will also proceed with technical studies in a number of areas as described below.

2.1: Air Quality. At 54 residential units, the project is below screening levels established by the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines for operational criteria pollutants and construction criteria pollutants. However, given the proximity of land uses considered to be sensitive receptors, a construction period health risk assessment will be conducted by Lamphier-Gregory consistent with the May 2011 BAAQMD CEQA Guidelines and thresholds of significance. The analysis will include a description of the air quality setting, assessment of construction impacts and construction period health risks, assessment of criteria air pollution impacts, and assessment of consistency with the Clean Air Plan. It is noted that the Alameda County Superior Court ordered BAAQMD to set aside its May 2011 Guidelines on March 5, 2012 due to an error in the process of adopting the Guidelines. Should the validity of these Guidelines still be in question at the time of the preparation of the Air Quality section of the EIR, alternative guidelines such as the Air District's 1999 Thresholds of Significance or other alternative criteria set forth by the City shall be used.

2.2: Climate Change and Greenhouse Gas (GHG) Emissions. LAMPHIER-GREGORY will prepare an analysis of GHG emissions based on calculations of project-related increases in greenhouse gas emissions compared to applicable thresholds set forth in the May 2011 BAAQMD CEQA Guidelines. Primary climate change issues would be the mission of GHGs from indirect sources (i.e., project traffic generation), stationary sources and temporary emissions during construction. At 54 residential units, the Project is just below the 56 unit screening level size for operational level GHG analysis. In our experience, the screening levels are fairly conservative, and we would expect that the Project's GHG impacts will be less than significant. It is noted that the Alameda County Superior Court ordered BAAQMD to set aside its May 2011 Guidelines on March 5, 2012 due to an error in the process of adopting the Guidelines. Should the validity of these Guidelines still be in question at the time of the preparation of the Air Quality section of the EIR, alternative guidelines such as the Air District's 1999 Thresholds of Significance or other alternative criteria set forth by the City shall be used.

2.3: Traffic Impact Analysis. The Scope of Work to be completed by Fehr & Peers is divided into seven tasks, as discussed below. The City's *Policy Guidelines: Traffic Impact Analysis for Private Development Review*, was taken into consideration when developing this Scope of Work.

Task 1 – Project Initiation

At the outset of the study, a scoping meeting will be held with City of Napa staff to finalize and confirm the scope of services and key parameters for the traffic study, including the number and location of study intersections, forecasting methodologies, proposed study area roadway improvements, and key assumptions. Coordination with City of Napa staff will continue throughout the study. If the City of Napa requests additional study locations beyond the two included in this scope of work, we will develop a modified scope and fee.

Task 2 – Data Collection

Fehr & Peers will collect AM (7:00 to 9:00 AM) and PM (4:00 to 6:00 PM) peak period intersection turning movement counts at two intersections in the study area on a typical weekday (Tuesday, Wednesday, or Thursday) while local schools are in session. The two study intersections are to be determined with input from City of Napa staff. The City's *Policy Guidelines: Traffic Impact Analysis for Private Development Review* requires analysis at locations where site-generated traffic would represent 5% or more of the roadway's peak hour approach capacity. Based on previous analyses, we expect two intersections to fulfill this requirement. While the traffic counts are being conducted, we will perform a field visit to record transportation system elements, general traffic operations, intersection lane geometries and traffic control devices, or unique events that may influence data collection efforts. We will use these observations to validate the intersection operations analysis.

Task 3 – Existing Conditions Analysis

We will analyze existing intersection conditions using the Synchro analysis platform (HCM 2000 methodology) for the AM and PM peak hours. In addition, we will qualitatively assess pedestrian, bicycle, parking, and transit conditions in the study area.

Task 4 – Project Conditions

Fehr & Peers will estimate the amount of traffic generated by the Project by applying appropriate trip generation rates from the Institute of Transportation Engineers (ITE) *Trip Generation*, 8th Edition (2008). We will work with City staff to determine the appropriate distribution of vehicle trips. We will then assign the vehicle trips generated by the Project to study intersections to develop intersection turning movement volumes for the Project Conditions. AM and PM peak hour intersection levels of service for this scenario will then be determined using Synchro. Finally, a qualitative discussion regarding parking, pedestrian, bicycle, and transit facilities will be included, with figures showing pedestrian and bicycle facilities and transit routes. This discussion will focus on routes, connections, and capacity of facilities.

Task 5 – Cumulative Conditions

Cumulative traffic forecasts for study area transportation facilities will be developed using the Napa/Solano Countywide Travel Demand Forecasting (TDF) model. Fehr & Peers will prepare cumulative conditions (year 2030) volumes for use in the transportation analysis. The cumulative conditions scenario will include year 2030 land use projections and roadway improvements in the City and County that have been fully programmed and funded. We will work with the City to verify the appropriate assumptions for the Cumulative scenario, such as developing an approved project list and fully funded roadway improvements. Where appropriate, Fehr & Peers will employ the difference method to develop the intersection level turning movement forecasts. At locations where this method is not appropriate, Fehr & Peers will use forecasts from adjacent facilities, Countywide TDF model output, and engineering judgment to develop year 2030 intersection turning movement estimates. We will work with City staff, as appropriate, to verify that the appropriate assumptions with respect to land use and roadway configurations in the immediate project vicinity are made prior to running the model. Based on our prior experience with the model, our fee assumes that Fehr & Peers will perform minimal work modifying the model and that if substantial model performance issues are identified during the forecasting process, we will work with City staff to determine an appropriate solution, which may require an augmentation to our scope and fee. In addition, we will compare the resulting intersection turning movement volumes with forecasts developed for recent studies to ensure that our forecasts are comparable. We will then apply the project trips as described in Task 4 to yield the Cumulative Plus Project scenario. Note that this scope includes one Cumulative Plus Project scenario – if an additional Cumulative Plus Project scenario is requested by City staff (i.e. one that does not include all foreseeable related projects) we will develop a modified scope and fee. In addition, we will qualitatively assess future pedestrian, bicycle, and transit conditions in the study area under cumulative conditions.

Task 6 – Impact Analysis

Fehr & Peers will conduct an impact assessment by comparing the Existing Plus Project conditions to the Existing conditions and the Cumulative Plus Project conditions to the Cumulative No Project conditions. The identification of impacts will be determined by comparing the results to the City's Significance Criteria. Bicycle, pedestrian, transit, and parking impacts will be determined based on the City's Transportation Impact Study Guidelines. In addition, we will qualitatively assess the project's access including driveway access, throat depths, and other considerations. Fehr & Peers will also assess the project's on-site circulation and provide recommendations for potential improvements. One round of site plan review and comments are included as part of this task. If necessary, we will identify mitigation measures for significant impacts and discuss feasibility and implementation factors. Any proposed mitigation measures will be discussed with City of Napa staff for comment and concurrence prior to completing the study. We will also identify secondary impacts of mitigation measures if applicable.

Task 7 – Documentation and Meetings

Fehr & Peers will document Tasks 1-6 in a draft Transportation EIR section summarizing the analysis in a template provided by the lead consultant. We will respond to one round of comments and submit a revised Draft EIR for public review. We have budgeted six professional hours for revisions. After the public circulation period for the Draft EIR, we anticipate that the lead consultant will organize the comments received and indicate which comments require a response from Fehr & Peers. We anticipate approximately 10 unique comments pertaining to the transportation section and have allocated four professional hours to respond to those comments. We will prepare a memorandum that will provide the information necessary to prepare the final EIR. No new technical analyses are assumed under this task. In the event we receive a comment that requires new technical analyses, we will confer with the lead consultant and the City on how to proceed and the budget required to complete the analysis.

Fehr & Peers will attend one (1) meeting in addition to the kick-off meeting as a part of this scope. We are available to attend additional meetings on a time-and materials basis if requested.

2.4: Noise Analysis. The primary noise-related issues are the compatibility of the proposed project with respect to the guidelines set forth in the General Plan, the potential for permanent increases in noise occurring as a result of the project, and temporary noise and vibration generated during construction. The noise study would include the following tasks:

Establish existing conditions. The existing noise environment will be quantified through a noise monitoring survey at the project site and in surrounding areas. Noise levels would be measured over a

minimum 24-hour period at three locations. Additional short-term measurements will be made to quantify the variation in noise levels at the site and at adjacent noise-sensitive areas, as well as to document source noise levels of activities and equipment in adjacent vineyards.

Summarize regulatory requirements. Applicable state and local noise-related plans, policies, and standards would be summarized in the regulatory background section of the setting section.

Establish significance thresholds. We will establish significance thresholds to assess project impacts utilizing the information from the regulatory background and other appropriate speech, sleep, and activity interference thresholds.

Assess impacts. Noise impacts that could result from construction and operation of the project would be assessed. This analysis would include the calculation of expected construction-related noise and vibration levels, projection of those noise and vibration levels to project property boundaries and sensitive receptor locations, and a comparison to appropriate significance thresholds. Mitigation measures would be recommended to reduce noise and vibration levels as low as feasible. The future noise environment at proposed residential lots would be calculated and compared to the noise and land use compatibility guidelines set forth in the General Plan. If levels exceed those considered normally acceptable for residential land uses (e.g., from nearby vineyard windmills), measures to mitigate noise in exterior and interior spaces would be recommended. Other noise-related issues identified during the analysis, such as increased traffic noise in the surrounding community would also be evaluated. If significant noise impacts would result from the operation of the project, mitigation would be recommended.

Responses to Comments. I&R would respond to comments on the ADEIR and DEIR noise sections. This scope of work assumes up to 8 Senior Consultant hours would be required. Responses requiring more time and effort will be billed in addition at our standard hourly rates.

2.5: Biological Resources. Leslie Zander, Principal of Zander Associates, will peer review the biological studies and reports prepared for the Project applicant by Huffman/Broadway Group to confirm there is sufficient information for the environmental review. Based on the information provided in such studies, Zander will provide a letter report summarizing the results of the peer review.

Task 1: Compile and review background documents: Zander Associates will review the biological reports provided by the applicant and assess the adequacy of the discussion of existing conditions, evaluation of impacts and completeness of recommended mitigation measures. We do not anticipate having to compile any additional biological information for our assessment.

Principal Biologist

Task 2: Prepare letter report describing the results of our review of existing information: We will provide Lamphier Gregory with a letter report summarizing the biological information provided by the applicant and confirming the information is adequate for preparation of an EIR.

Task 3: Remain available to respond to comments: Zander Associates will remain available to respond to comments during the environmental review process. Since we cannot predict the level of effort required for this task at this point, we will assume no more than ten hours of Principal level time to complete this work.

2.6: Visual/Aesthetics. Environmental Vision (EV) will:

- Collect and review pertinent information, including current site plans and drawings and aerial photography for the project site.
- Consult with Lamphier-Gregory and City staff to identify potentially sensitive vantage points.
- Conduct a site visit and using a digital SLR camera, photograph the site from key representative public viewpoints in the vicinity of the proposed residential development. Global Positioning System (GPS), base map annotation and photo log recording sheets will be employed in order to document and verify photo viewpoint locations. We will use advanced computer modeling and rendering techniques and digital photographs to produce computer-generated visual simulations that portray representative visual

conditions at the project site. The computer-generated visual simulations will portray proposed new houses, driveways, grading and landscaping as well as proposed removal of existing vegetation. Portrayal of new construction will be consistent with the level of detail shown in project design data. A figure that shows simulation viewpoint locations and the project site will also be prepared, using a base map or aerial photograph. The simulation viewpoints will be selected in consultation with City staff. For cost estimating purposes, visual simulations from four (4) viewpoints are included (one "before" and one "after" image per viewpoint). A set of draft and final digital simulation images will be submitted in 8 by 11 inch color format. One review/revision cycle is included. The visual simulations will be produced based on project information provided to Environmental Vision. As an optional service, Environmental Vision will produce visual simulations from additional vantage points or simulations to portray a project alternative (costs provided separately).

2.7: Geology and Soils. ENGEO Incorporated (ENGEO) will prepare a geotechnical and geologic constraints analysis for the Napa Oaks project based on the project geotechnical reports furnished to us. Our scope of services will provide a preliminary evaluation of the site geology, geotechnical issues and geologic hazards for inclusion in the associated Draft EIR. Active earthquake fault traces within the project have been mapped by the State of California as crossing the proposed project area. We anticipate that we will review published literature and the findings of previous geotechnical explorations to evaluate faulting, liquefaction and seismic slope stability hazards. ENGEO specifically will perform the following scope of services:

- Review of in-house project data in the general site vicinity.
- Review of selected aerial photographs.
- Review pertinent geologic maps, seismic hazard maps and earthquake hazard zone maps, seismic information and geologic reports.
- Review the site conditions and existing geologic reports for the following geologic hazards:
 - o Faulting
 - o Liquefaction
 - o Landslides
 - o Flooding
 - o Seismically induced settlement
 - o Lateral ground movement
 - o Subsidence
 - o Subsurface gases
 - o Naturally occurring asbestos
 - o Volcanic eruption
 - o Tsunami or Seiche
- Prepare a reconnaissance level report that includes the following:
 - o Site description
 - o Site geology
 - o Local Seismicity
 - o Discussion of potential geotechnical issues affecting the Project site
 - o Potential for the geologic hazards listed above
 - o A regional geologic map
 - o A regional fault map
 - o Discussion regarding measures that may be appropriate to mitigate potential geologic hazards and geotechnical concerns.

2.8: Hydrology/Water Quality. ENGEO will review the existing drainage studies prepared for the project and provide an assessment of the Napa Oaks project with consistency to the City of Napa General Plan and California Environment Quality Act (CEQA), in regards to hydrology, water quality, and flood hazards. If applicable, the assessment will identify potential issues that may require alternative drainage facilities in the final design. The water quality assessment will provide a summary of the current State and Regional Water Quality Control Board as well as Bay Area Municipal Regional Permit (MRP) stormwater permit regulations and review the low impact development features and best management practices that have been included in project development within the project area.

2.9: Land Use/Planning. Lamphier-Gregory will prepare the Land Use chapter of the EIR. The chapter will describe existing land uses, adopted General Plan land use classifications, and zoning designations of the Project site and will evaluate the Project's consistency with applicable policies as they relate to environmental effects. In particular, this analysis will assess the Project's consistency with adopted Hillside Development Guidelines.

2.10: Population, Public Services and Recreation. The chapter will describe the change in residents at the Project site and will analyze the potential for impacts on population and housing, public services, and recreation resulting from implementation of the proposed Project.

2.11: Utilities. Lamphier-Gregory will prepare an assessment of potential impacts related to the provision of utilities to serve the project. The discussion will describe the existing public utilities setting and will evaluate the impact of the proposed Project on the provision of public utilities and possible adverse physical impacts to the environment. Utilities to be addressed include domestic water service, sewer service and storm drainage.

2.12: Cultural Resources. The 1999 EIR found that no archaeological or historical resources had been recorded within the Project site. A site search in 1992 by archaeologists determined that there were no surface evidence of archaeological or historic resources. LAMPHIER-GREGORY will prepare the Cultural Resources chapter of the EIR, borrowing from and updating the findings of the 1999 EIR with a new records search request to be submitted to the Northwest Information Center (NWIC), Sonoma State University, to document whether there have been any subsequent surveys or findings of cultural resources on the Project site. In addition, since the Project involves a General Plan Amendment, the provisions of SB18 would apply, requiring contact with local Native American tribal organizations. LAMPHIER-GREGORY will prepare a draft letter for City staff to sign and send to the Native American Heritage Commission in Sacramento that would alert them to the proposed project and ask for names and contact information of any local tribes that may be interested in being notified of the project.

2.13: Hazards and Hazardous Materials. Lamphier-Gregory will prepare a Hazards & Hazardous Materials Chapter of the EIR, relying on the extensive information in the 1999 EIR plus updated information to be obtained from a current Environmental Data Resources (EDR) records search.

2.14: Agricultural Resources. Based on USDA and California Department of Conservation mapping and documented studies, Lamphier-Gregory will identify agricultural resources associated with the project site in accordance with CEQA criteria, and qualitatively assess impacts that would result from converting the site to residential use.

2.15: Other CEQA Topics. Lamphier-Gregory will prepare an appropriately brief but sufficient discussion of potential impacts to forest and mineral resources.

2.16: Prepare Administrative Draft EIR. Lamphier-Gregory will compile the technical studies and analyses into a first Administrative Draft of the EIR for submittal to City staff for internal review. The document will consist of the following sections:

Introduction: This section will include an overview of the project, the legal authority for preparing the EIR pursuant to CEQA Guidelines, and a discussion of the purpose, scope and contents of the document.

Executive Summary: An executive summary will be prepared, including a summary matrix of identified project impacts and recommended mitigation measures and resulting level of significance.

Project Description: A detailed project description will be included consistent with what was used in the NOP.

Impacts, Mitigation Measures and Standard Conditions of Approval: These chapters will document the analysis and conclusions reached in the technical analysis pertaining to the topic areas of:

- Air Quality
- Climate Change
- Traffic and Circulation
- Aesthetics/Visual
- Agricultural Resources
- Biological Resources
- Noise
- Land Use/Planning
- Cultural Resources
- Geology/Soils
- Hydrology/Water Quality
- Hazards and Hazardous Materials
- Population, Public Services and Recreation
- Utilities and Service Systems
- Other CEQA Topics (Forest and Mineral Resources)

Alternatives: We will define alternatives to be considered in the EIR in consultation with City staff and the Project sponsor. One of the alternatives would be the CEQA-required No Project Alternative, assuming no physical change in the existing setting. Other alternatives to be reviewed may include residential alternatives capable of reducing or avoiding environmental impacts. The environmentally superior alternative will be identified.

Other CEQA Required Assessments. Lamphier-Gregory will prepare a discussion and analysis of growth inducing impacts, cumulative impacts, significant irreversible changes to the environment and significant unavoidable impacts.

2.17: Revisions to Admin Draft EIR. We will revise the Administrative Draft in response to comments from City staff on the first Admin Draft EIR.

2.18: Public Review DEIR. Once City staff have signed off on all required changes at the Administrative Draft level, Lamphier-Gregory will prepare fifty (50) hard copies of the Draft EIR plus ten (10) CDs with the document in PDF format, one of which will be for posting on the City's web site. We will arrange for hard copies to be reproduced along with electronic versions on CD-ROM discs for submittal to the State Clearinghouse and distribution to the public.

2.19: Notice of Completion/Availability. We will prepare the Notice of Completion and Notice of Availability as required by CEQA; we will file the NOC with the State Clearinghouse. City staff will be responsible for filing the NOC with the County Clerk and distributing the documents to the City's mailing list. Filing of the NOC will commence a 45-day public review and comment period.

Task 3:Public Review and Final EIR

3.1: Draft EIR Hearing: A public hearing will be held before the Napa Planning Commission during the 45-day public review period of the Draft EIR. Lamphier-Gregory will attend the hearing to present the EIR, listen to public comments and respond to questions of fact. We will take notes of all comments made at the hearing.

3.2: Compile Public Comments and Prepare Memorandum. At close of the comment period, City staff will provide Lamphier-Gregory with copies of all written comments received and a summary of the comments made at the public hearing. We will organize the comments and prepare a Memorandum which presents our recommendations for responses to the comments. The Response Memorandum will be submitted to City staff and will serve as the focus of a staff coordination meeting with the Lamphier-Gregory Project Manager prior to preparing the Final EIR.

3.3: Prepare Administrative Draft Final EIR. Based on the outcome of the meeting held in Task 3.2, Lamphier-Gregory will prepare a draft document including the following elements:

- a) A list of persons, organizations, and public agencies commenting on the Draft EIR;
- b) Copies of all written comments and a summary of verbal comments (or the transcript from the hearing(s) on the DEIR received at the public hearing
- c) Draft responses to each comment; (Note: we may use Master Responses as an efficient way of responding to similar comments from multiple commenters) Since it is not possible to predict the number of comment letters that may be received, nor the extent of detail and additional analysis necessary to adequately respond to all letters, our budget assumes a maximum of 80 hours to review and prepare responses. Depending on the extent of public comments, this effort may need to be revisited at the time all comment have been received.
- d) Revisions to the DEIR necessitated by the comments, if any. Lamphier-Gregory will submit five (5) copies and one electronic version in MS Word format of the Administrative Final EIR to City staff for internal review.

3.4: Final EIR: Lamphier-Gregory will revise the document in response to City comments or corrections and will submit a red-lined revised document to the City staff for a second round of internal review. If necessary, a third red-line revision will be submitted for final City approval. A final proof copy will be prepared for City acceptance and approval. Following sign-off by City staff, we will arrange for the reproduction and delivery to City staff of twenty-five (25) bound copies of the Final EIR together with ten (10) CDs in PDF format.

3.5: Mitigation Monitoring & Reporting Program (MMRP): Lamphier-Gregory will prepare a document that includes all Mitigation Measures as set forth in the EIR. The MMRP will describe the time by which each mitigation measure is to be implemented and will identify the individual or agency responsible for implementing and monitoring each mitigation measure.

3.6: CEQA Findings. Lamphier-Gregory will prepare draft CEQA Findings for use by City staff in the final hearing process.

Task 4: Meetings and Hearings.

4.1 Staff Coordination Meetings: We anticipate needing up to five (5) meetings with City staff during the environmental review process, as identified below. If additional meetings are necessary, they will be attended on a time and materials basis.

- 1 – Kickoff Meeting
- 1 – EIR Public Scoping Meeting
- 1 – Meeting to discuss and finalize comments on the Administrative DEIR
- 1 – Meeting following the Planning Commission on the DEIR to discuss responses to public comments received during the comment period.
- 1 – to discuss/finalize comments on the Administrative FEIR

4.2 Public Hearings: Our budget assumes attendance by the Project Director and Project Manager at one (1) hearing before the Planning Commission and one (1) before the City Council when certification of the EIR is being considered.

Task 5. Project Management, Principal Oversight and Reimbursable Expenses

5.1: Principal Oversight. Scott Gregory will provide oversight, problem solving, and quality control for the work products submitted.

5.2: Project Management. The Lamphier-Gregory Project Manager will spend time managing subconsultant contracts, preparing monthly budget updates and Progress Reports, and coordinating with City staff throughout the term of the work.

5.3 Expenses and Deliverables. The foregoing scope of work assumes the City will publish and circulate all notices and documents and that Lamphier-Gregory will be responsible for submitting documents to the

ATTACHMENT 1

State Clearinghouse. In addition, Lamphier-Gregory will be responsible for preparation and printing of the following documents and public notices:

- Notice of Preparation of Draft EIR
- Draft EIR (50 hard copies/10 CDs)
- Notice of Completion/Notice of Availability of Draft EIR
- Final EIR (25 hard copies/10 CDs)
- Notice of Availability of Final EIR
- Mitigation Monitoring and Reporting Program (25 hard copies/10CDs)
- Notice of Determination

PROPOSED SCHEDULE

Task	Weeks from Inception	Target Week
1. Project Initiation		
○ Initiation Meeting	1	Week of: Jun 18, 2012
○ Project Description/NOP	3	
○ Scoping Meeting	6	Jul 23
2. Administrative Draft and Draft EIR		
○ Technical Studies	3 – 12	
○ Submit Admin Draft #1	16	Oct 1
○ City Review – Admin Draft #1	19	
○ Revisions/Submit Admin Draft #2	21	
○ City Review – Admin Draft #2	23	
○ Revisions/Submit Screencheck Draft	25	
○ City Review	26	
○ Publish/Release Draft EIR	27	Dec 17
3. Public Review and Final EIR		
○ Public Hearing on DEIR	32	Jan 21 (2013)
○ End of public review period	34	Feb 4
○ Admin Draft #1 Final EIR	40	Mar 13
○ City Review – ADFEIR#1	43	
○ Revisions/Submit ADFEIR #2	45	
○ City Review – ADFEIR #2	47	
○ Revisions/Screencheck FEIR	49	
○ Prepare MMRP	50	
○ Publish/Release FEIR	51	Jun 3
4. Final Public Hearing on EIR	54	Jun 27

EXHIBIT B OF AGREEMENT FOR SERVICES

COMPENSATION RATES AND CHARGES

The following budget spreadsheet represents Lamphier-Gregory's best estimate of the time and costs necessary to complete the itemized Scope of Work, including reimbursable expenses (e.g., printing, inhouse copying, local travel, delivery charges, etc.). Our total estimated budget, as shown in the following table, is **\$177,200**. We also recommend a 10% contingency, to be used only upon direction and authorization by City staff, for unanticipated work that may arise over the course of the study. With the contingency, sub-consultant fees, printing and other reimbursable expenses, the total proposed contract budget is **\$194,900**. Rates provided are valid for projects beginning in 2012, subject to reasonable cost-of-living increases beginning in May 2013 and annually thereafter. Payment is due within 30 days of receipt of invoices. Reimbursable expenses and sub-consultant costs are invoiced at cost plus 10%.

COST ESTIMATE: EIR FOR NAPA OAKS PROJECT											
		Lamphier - Gregory									
		Principal		Senior Planner		Fehr & Peers	Zander Associates	Environ. Vision	ENGEO	I & R	Expenses
Hourly Rates		Hrs @	\$205	Hrs @	\$160						Total
TASK											
1.0 Project Initiation											
1.1 Kick-off Meeting	4	\$820	4	\$640							\$100
1.2 Review Background Documents		\$0	8	\$1,280							
1.3 Project Description and Setting		\$0	8	\$1,280							
1.4 Notice of Preparation (NOP)		\$0	6	\$960							
1.5 EIR Scoping Meeting	4	\$820	8	\$1,280							\$100
Subtotal	8	\$1,640	34	\$5,440							\$200
2.0 Prepare Draft EIR											
2.1 Air Quality			16	\$2,560							
2.2 Greenhouse Gas Emissions			12	\$1,920							
2.3 Traffic Study		\$0	4	\$640	\$26,268						
2.4 Noise Study		\$0	4	\$640						\$7,810	
2.5 Biological Peer Review/Study		\$0	4	\$640		\$5,236					
2.6 Visual Analysis		\$0	12	\$1,920			\$12,155				
2.7 Geology		\$0	6	\$960				\$9,433			
2.8 Hydrology/Water Quality			6	\$960				\$5,775			
2.9 Land Use		\$0	24	\$3,840							
2.10 Population, Public Services & Recreation		\$0	6	\$960							
2.11 Utilities and Service Systems		\$0	12	\$1,920							
2.12 Cultural Resources		\$0	8	\$1,280							\$600
2.13 Hazards and Hazardous Materials		\$0	8	\$1,280							\$545
2.14 Agricultural Resources		\$0	8	\$1,280							\$545
2.15 Other CEQA Topics		\$0	16	\$2,560							
2.16 Admin Draft EIR	24	\$4,920	60	\$9,600							\$1,250
2.17 Revisions	4	\$820	30	\$4,800							
2.18 Prepare Draft EIR for Release to Public		\$0	24	\$3,840						\$770	\$3,900
2.19 Notice of Completion/Availability etc.		\$0	8	\$1,280							\$73
Subtotal	28	\$5,740	268	\$42,880	\$26,268	\$5,236	\$12,155	\$15,208	\$8,580	\$6,913	\$122,980
3.0 Public Review and Final EIR											
3.1 Attend Public Hearing	4	\$820	8	\$1,280							
3.2 Compile Comments, Prepare Memorandum	8	\$1,640	40	\$6,400						\$770	
3.3 Administrative Draft Final EIR	2	\$410	32	\$5,120		\$1,870				\$150	
3.4 Final EIR		\$0	16	\$2,560						\$2,500	
3.5 MMRP & CEQA Findings	12	\$2,460	16	\$2,560						\$500	
Subtotal	26	\$5,330	112	\$17,920	\$0	\$1,870	\$0	\$0	\$770	\$3,150	\$29,040
4.0 Meetings and Hearings											
4.1 Coordination Meetings w/ City Staff	8	\$1,640	24	\$3,840							
4.2 Certification Hearing	8	\$1,640	8	\$1,280							\$430
Subtotal	16	\$3,280	32	\$5,120	\$0	\$0	\$0	\$0	\$0	\$430	\$8,830
5.0 Project Management, Expenses											
5.1 Principal Oversight	24	\$4,920		\$0							
5.2 Project Management		\$0	24	\$3,840							
5.3 Other Reimbursable Expenses	0	\$0		\$0							\$310
Subtotal	24	\$4,920	24	\$3,840	\$0	\$0	\$0	\$0	\$0	\$310	\$9,070
Proposed Budget	102	\$20,910	470	\$75,200	\$26,268	\$7,106	\$12,155	\$15,208	\$9,350	\$11,003	\$177,200
Proposed Contingency (10%)											\$17,700
Proposed Not to Exceed Project Budget											\$194,900
NOTE: Cost to add intersections to the Traffic Impact Study is \$4,500 per additional intersection.											