

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 9, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Dyett & Bhatia (Consultant).

### RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as 2035 General Plan Update & Environmental Impact Report, Synchro Model, VMT EIR Thresholds, and Expanded Planning Area.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Work”** and made part of this Agreement.

### SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Work”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

### SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Work”**.

### SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed \$336,880, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

#### **SECTION 5 – STANDARD OF PERFORMANCE**

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

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### **SECTION 7 – INSURANCE REQUIRED**

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to 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 Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by mail has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All 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, including endorsements affecting the coverage required by these specifications at any time.

### **SECTION 8 – INDEMNIFICATION**

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. City and Consultant agree that Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

**SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

**SECTION 10 – CONFLICTS OF INTEREST**

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

### **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

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

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

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

### **SECTION 13 – SUSPENSION OF WORK**

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

#### **SECTION 14 – COMPLIANCE WITH LAW**

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

#### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

#### **SECTION 16 – RECORDS**

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

#### **SECTION 17 – COOPERATION BY CITY**

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

**SECTION 18 – NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager  
1480 Main Street  
St. Helena, California 94574

To Consultant: Dyett & Bhatia  
755 Sansome Street, Suite 400  
San Francisco, CA 94111  
415-756-4300

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

**SECTION 19 – TERMINATION**

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

**SECTION 20 – ATTORNEY FEES**

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

**SECTION 21 – ENTIRE AGREEMENT**



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

**SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

**SECTION 23 – CONTINUITY OF PERSONNEL**

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

**SECTION 24 – DEFAULT**

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

**SECTION 25 – WAIVER**

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

**SECTION 26 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

**SECTION 27 – SEVERABILITY**


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

**SECTION 28 – SPECIAL PROVISIONS**


This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

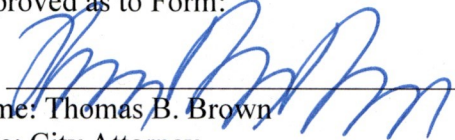
Consultant:

By:   
Name: RASEEV BHATIA  
Title: PRESIDENT/CFD  
DYETT & BHATIA

City:

By:   
Name: Mark T. Prestwich  
Title: City Manager

Approved as to Form:

By:   
Name: Thomas B. Brown  
Title: City Attorney

## Scope of Work

This section outlines our proposed work program for the St. Helena General Plan Update/EIR. The program is organized into four tasks, from project initiation to hearings and adoption, incorporating the work outlined in the Scope of Services section of the Request for Proposals. The sequence of work products and the Planning Commission and City Council study sessions and hearings are graphically illustrated in Section 3.1: Schedule.

The task-by-task descriptions that follow present our step-by-step work effort leading to preparation of documents. Each task description includes a purpose statement and timeframe at the beginning in italics followed by a detailed description of deliverable formats and content.

Initials in parentheses identify the lead firm for each sub-task:

- D&B: Dyett & Bhatia, Urban and Regional Planners
- F&P: Fehr & Peers, Transportation Planners
- CSA: Charles Salter Associates, Noise Consultants

### **TASK I: KICKOFF AND ASSESSMENT**

*Objective: The consultant team will meet with City staff, organize background materials and baseline data, and clarify the work plan as needed. Deficiencies in the existing General Plan will be outlined, and needed changes (such as land use refinements for existing neighborhoods and adjustments to the Urban Limit Line) identified.*

- A. **Conduct a Kick-Off Meeting with City Staff (Team).** Meet with key staff members from planning and other departments. At this meeting, data sources will be identified, roles and responsibilities will be clarified, communication protocols will be established. If needed, we will tour the planning area with staff. At this meeting, or following shortly thereafter, staff will outline desired land use adjustments to the Draft General Plan (density designations for existing neighborhoods, refinements to the Urban Limit Line, etc.)
- B. **Review Background Information and Identify General Plan Changes (Team).** D&B will

provide City staff with an initial list of data needed, which would include electronic files of existing documents and maps (whether in GIS or Illustrator), a list of current development projects, facilities master plans (water, wastewater, etc.), and other information. A secure file transmittal system will be established. The consultants will review materials including the current General Plan, 2015 Housing Element, Growth Management System, regional/sub-regional plans, and outline in a short memo an updated General Plan outline with a list of figures and a list of changes to be made to different elements. Any items that require clarification from staff will be outlined. We also review electronic files and GIS data provided by City staff and identify any additional data needs.

Meetings	Products
Kick-Off Meeting with City Staff	Memo on Updated General Plan Outline/Punch list of Changes

**TASK 2: GENERAL PLAN REFINEMENT/UPDATE**

*Objective: The objective of this task is to first refine the General Plan land use map and buildout numbers, confirm the changes with the Planning Commission and/or City Council in one meeting, address any other outstanding policy issues also at this meeting, and then proceed with updating all Plan elements. A second study session with decision-makers will be held when the transportation model has been run, and transportation and other EIR impact analysis completed, so any needed mitigation can be added into the General Plan as plan policies before release of the Draft EIR.*

- A. **Establish General Plan Horizon Year (D&B).** In consultation with City staff, the General Plan horizon year will be confirmed (2035). However, given that the regional plans (Plan Bay Area) and transportation models extend out to 2040 and may not provide outputs for year 2035 (requiring interpolation), it may be expedient to use 2040 as the General Plan horizon year. Establishment of the horizon year is crucial, as it affects buildout quantities, as well as forecasts for traffic, GHGs, etc.
- B. **Calculate General Plan Buildout (D&B).** Dyett & Bhatia will reconfirm the General Plan buildout numbers using the 13 change areas identified in the Draft General Plan, any additional development potential elsewhere, information on housing sites from the Housing Element, and development projects provided by the City. The estimate of potential development will be confirmed with City staff, and after approval, broken down by Traffic Analysis Zones (TAZs) for running the traffic model. A traffic analysis model run would be done (see EIR scope for additional information on traffic counts

and modeling).

- C. Tribal Outreach (D&B).** It is unclear if formal tribal outreach pursuant to SB 18 has been occurred. We will provide support for the City's notification of the Native American Heritage Commission of the planning process and assist the City in contacting tribes active in the planning area.
- D. Administrative Draft General Plan (Team).** D&B will update all elements of the General Plan, as well as add information on environmental justice and any other new requirements. Noise contours will be added. Placeholders will be added for information (such as future air quality, GHG, future noise) that would have to await for completion of EIR analysis. It is likely that some policy issues impacts will arise; these will be reviewed with decision-makers (see next sub-task).

Our scope of work for the General Plan reflects the following assumptions:

- The General Plan outline and elements will broadly stay the same. Information on environmental justice will be added at an appropriate place.
- D&B will make needed updates to the background information to make it current.
- Maps will be updated as needed, and some additional maps may be added as needed for explanation or legal sufficiency;
- D&B may add new photographs in some places to better reflect current conditions;
- Sections on Key Findings and Recommendations from each element will be removed, as these are confusing (would these "recommendations" represent policy following General Plan adoption?) Where appropriate, these recommendations will be incorporated in the form of background text where they reflect current background information or goals and policies where a future policy direction is implied.
- The current tripartite system of goals, policies, and implementing actions will be retained.
- D&B will clean up the goals, policies, and actions as needed to clarify intent, insert references to figures, and add additional cross-references to other sections. Our scope of work does not include undertaking new policy initiatives except where necessary to ensure General Plan internal consistency or adequacy and to reflect environmental mitigation. While writing any new goals and policies, we will strive to work within the decisions already made and reflected in the current General Plan draft.
- The General Plan will be prepared in InDesign. Figures that were prepared in Illustrator will likely remain in Illustrator; however, the Land Use Diagram will be GIS-based.

Additional work effort for the different elements would include:

1. **Introduction.** Updating Overview, General Plan introductory text, and Background and Setting as needed. Updating Overview of General Plan as appropriate after General Plan is finalized, as well as adding information to Process.
2. **Land Use and Growth Management.** Preparing an existing land use map (which would be included in the EIR); making adjustments to land use information to reflect current setting, reviewing and, if desired, adjusting Medium (currently ranging to 16 units per acre) and High Density designations (either through density range adjustment or through boundary adjustments) to ensure a better fit with existing residential densities. Reviewing Housing Element sites after changes to ensure housing program is not affected. Making any other adjustments, such as to Urban Limit Line as desired by staff. Reconfirming buildout from the 13 change areas and other sites. Providing table with General Plan buildout information, and translating land uses into population and jobs.

There are potential internal inconsistencies within the element that will be cleaned up. For example, there is no expressed correlation between development capacity and land use designations. We will review development estimates from change areas and other locations against growth management limits. If resultant development (residential) is much higher than would be permitted under growth management, we will seek direction from staff/decision-makers if densities should be reduced. Another example of an inconsistency is that while the mixed-use designation text does not permit residential uses, these are sought to be “encouraged” in the policies. We will comb through the policies, land use classifications, and designations to ensure full internal consistency.

3. **Economic Sustainability.** We do not anticipate any significant work to this element. Some of the policies are generalized and seek to “encourage” things without specifying how this would happen. This would require additional implementation efforts; however, the policy language may also reflect compromise that evolved during Plan preparation.
4. **Public Facilities and Services.** It is unclear whether the background information on various topics is current. The background information would need to be updated to reflect current conditions, based on data and resources provided by City staff. Goals, policies, and implementing actions would be reviewed to ensure they are still current.
5. **Circulation.** Background information related to modes, traffic volumes, vehicle-miles traveled by service population and level of service would be updated. Future traffic forecasts will be updated based on new model runs (see Task 3), and the identified

transportation improvements will be reviewed considering new forecasts. Bicycle and pedestrian network maps will be updated.

6. **Historic Resources.** Inventory of resources will be updated based on information provided by the City, as well as a search of national and state registers. Maps and tables will be updated as needed. No fieldwork or resources inventorying is proposed as part of our scope of work.
  7. **Community Design.** Maps showing neighborhoods and open space areas will be updated, as needed. However, no changes in goals or policies is envisioned.
  8. **Open Space and Conservation.** Information on biotic communities and special status species will be updated using the latest California Natural Diversity Database, and policies reviewed to ensure consistency with the updated information.
  9. **Public Health, Safety, and Noise.** The flood zones maps and Information on dam inundation and liquefaction susceptibility will be updated. New community noise survey will be conducted, and existing and future noise contour maps prepared. Air quality information will be updated. Goals, policies, and actions will be reviewed to ensure consistency with updated information. It is anticipated that some additional policies will result based on EIR impact analysis.
  10. **Climate Change.** Baseline information on GHG emissions will be reviewed and updated as part of the EIR, and will be folded into the element. Future GHG emissions projections will be made based on General Plan land use and transportation, and other factors. Information on solid waste will be updated based on information provided by city/service providers as part of the EIR, and reflected here.
  11. **Housing.** This is a separately-published document and is not part of this scope of work.
  12. **Parks and Recreation.** The park inventory seems to be fairly current, and can be updated if anything has changed. The City's standard of 5.0 acres/1,000 residents for new parkland fee is not legally defensible even though Quimby Act is cited, and would need to be updated. There does not seem to be any correlation between future population and parkland needs, and this would need to be calculated and presented.
  13. **Arts, Culture, and Entertainment.** We do not envision any significant effort.
- E. **City Council and/or Planning Commission Study Sessions (2) (D&B).** In one meeting of decision-makers, progress on the General Plan Update will be reported, results of traffic analysis reviewed, and items that require direction presented. A second meeting will be held to tie up loose ends and seek any needed direction on policies and mitigations (such

as for GHG emissions) prior to finalization of public review drafts of the General Plan and the Draft EIR. If desired, a public workshop could be substituted for one of the two study sessions.

- F. **Hearing Draft General Plan (D&B, Team).** Following review by City staff of the Administrative Draft (which should be completed prior to preparation of the EIR, so that policies with correct numbering can be cited as needed) and Staff decision-maker direction on outstanding issues following EIR analysis (see next task), D&B will prepare a Hearing Draft of the General Plan. D&B will provide this digitally in high-resolution (for printing) and low resolution (for posting on the web).

Meetings	Products
<p><i>Planning Commission/City Council Study Sessions (2) or One Study Session and One Public Workshop</i></p>	<p><i>Tribal Outreach Materials Administrative Draft General Plan Hearing Draft General Plan</i></p>

**TASK 3: ENVIRONMENTAL IMPACT REPORT**

*Objective: Prepare the Draft Program Environmental Impact Report (EIR) for the General Plan Update, using the existing draft as a starting point. Report format and content will be in full compliance with CEQA (as amended through the date of submittal of the Draft EIR), the State CEQA Guidelines (also as amended through the date of submittal of the Draft EIR), and the City’s environmental guidelines and procedural requirements. General EIR organization will include a discussion of existing conditions, potential direct and indirect/secondary environmental impacts, and the recommendation of mitigation measures for each affected issue area. To present information in a concise and easily understood format, text will be supplemented with graphics.*

*The overall format and content of the EIR will be cleaned up by removing superfluous material from the introductory sections (such as on the role of the General Plan and how it will be used and amended, which belongs in the General Plan and not the EIR), as well as unnecessary repetition of “relevant” General Plan policies in individual sections – these policies need to be cited only in instances where they help to actually reduce potential impacts.*



*The Draft EIR and Draft General Plan will be prepared concurrently, so that to the greatest extent possible, significant impacts may be mitigated through Plan policies, creating a largely “self-mitigating” plan.*

- A. Notice of Preparation for the EIR, and EIR Scoping Meeting (D&B).** D&B will prepare a Notice of Preparation (NOP) for the EIR for the City to review, and finalize the NOP after any appropriate revisions. D&B will send the NOP to the Office of Planning and Research; City staff will mail out the NOP to surrounding cities and others on its EIR mailing list. If staff provides D&B with the list, D&B will mail/email notices (provided the number does not exceed 20). Comments on the NOP and from the scoping meeting would be included in an Appendix.
- B. EIR Outline and Thresholds/ Significance Criteria (D&B).** We will review significance criteria following CEQA Guidelines and suggest any modifications to these, and develop thresholds of significance (which the current EIR draft lacks). These criteria will be based on the existing document, CEQA Guidelines, Appendix G, standards used by the City, discussions with team members, and our team’s experience in developing performance standards and planning guidelines to minimize impacts. Because of changes in CEQA since when the draft was completed, discussion of parking will be removed, and other sections, such as GHG analysis added. We will also confirm with City staff whether to continue using level of service as the criteria for traffic analysis (rather than shifting to a vehicles miles traveled metric).
- C. Administrative Draft EIR (D&B, Team).** We will complete environmental review to meet all CEQA requirements. Existing conditions analysis will be the basis for environmental settings discussions. Needed mitigation identified through impact analysis will be addressed through policies to the greatest extent feasible. EIR subjects and team member roles are summarized as follows:

Impact Areas

- *Land Use, Planning, Population and Housing (D&B).* This will combine sections 4.A and 4.O in the current draft. The EIR will include information on population, employment, and housing. Potential change in the City’s population directly attributable to the implementation of the proposed General Plan, ability of future developments to meet projections of ABAG, changes in community demographics and character, and changes in employment opportunities will be evaluated.
- *Agricultural and Forestry Resources (D&B).* Setting will be updated. The current EIR draft makes plan-to-plan comparisons in the impact assessment. This will be changed to a comparison of plan implementation to existing settings, in accordance with CEQA.

- *Transportation (F&P)*. Fehr & Peers will prepare an updated LOS analysis for existing conditions. Since the counts on which the previous Draft EIR analysis were based were collected in 2013, we recommend collecting new turning movement count (TMC) data. We assume that up to 21 study intersections will be included in the analysis, and counts will be performed for the two-hour weekday AM peak period and two-hour weekday PM peak period. Field observations of operating conditions at up to 21 intersections will be performed. It should be noted that previous TMCs were collected in summer to reflect higher tourist traffic levels; the proposed schedule would not allow us to do the same. Fehr & Peers will adjust volumes in consultation with City staff to reflect tourist traffic levels based on available data from the City and Caltrans.

Fehr & Peers will review the activity-based Napa-Solano Travel Demand Model and the four-step interim Napa-Solano Travel Demand Model for consistency with the count data collected for the (up to) 21 intersections described above. Trip lengths in both models will be compared against household travel survey data and other data provided by NVT. Fehr & Peers will recommend one of the two travel demand models be carried forward for the forecasting process; re-calibration and re-validation of the chosen model is not included in this scope. Fehr & Peers will prepare a cumulative General Plan forecast of study intersection LOS for the preferred and up to one project alternative, adapting the methodology used for the previous Draft EIR where appropriate. Depending on the nature of the project alternative that is identified, future impacts may be described qualitatively in relation to the preferred alternative in a manner similar to the 2016 Draft EIR.

The most cost-effective approach to the existing and future LOS analyses would involve obtaining the intersection operational models (Synchro or similar software) developed for the previous analysis rather than rebuilding them from scratch. However, Fehr & Peers can code the intersection models as an optional task if necessary (this optional task would require approximately \$4,000 additional).

Fehr & Peers will estimate vehicle-miles traveled (VMT) using the selected travel demand model or MTC Travel Model One for the Existing, current General Plan buildout, and two proposed General Plan buildout alternatives. The VMT estimate will only include VMT generated by trips with an origin or destination within the City. We have allocated eight hours of staff time to update land use in the travel demand model and 30 hours of staff time to run and process model outputs. Once the land use alternatives are developed, we will identify whether these resources are sufficient.

- *Air Quality (D&B)*. Setting information will be updated, and we will generally describe the types of emission sources associated with likely development under the proposed General Plan update. The operational air quality assessment will focus on cumulative impacts and will provide an estimate of mobile and residential emissions using the URBEMIS model. We will assess the consistency of the General Plan with the regional latest Clean Air Plan with reference to population and employment forecasts and trends in vehicle miles traveled, and qualitatively assess the capability of General Plan policies to prevent exposure of people to substantial source of construction dust, toxic air contaminants, or odorous emissions.
- *Noise (Salter)*. CSA will conduct long-term (e.g., 72-hour) continuous noise measurements at up to four locations in the plan area. CSA will work with City staff to identify preferred measurement locations or use the same locations as in the previous noise survey. CSA does not believe that short-term measurements provide meaningful information, unless they are tied to specific events or activities (such as outdoor concerts), and traffic volumes, speed, fleet mix and other information available from transportation analysis provides comparatively superior information.

CSA will analyze the measurement data, calculate daily noise levels, and use the results to calibrate our traffic noise analysis. CSA will provide the results of the traffic noise analysis in electronic spreadsheet format. Then, CSA will calculate traffic noise levels based on provided existing and future traffic volumes, speeds, and truck percentages for each roadway segment to be included in the model.

CSA will prepare a noise contour map for existing conditions and a noise contour map for the future “with project” scenario (based on future traffic data, information from the Wine Train future plans, Angwin-Parrett Field Airport plans, etc.). CSA will overlay the two maps in GIS, along with noise-sensitive uses (residential, schools, etc.), to understand noise impacts, and outline mitigation.

- *Aesthetics (D&B)*. This section will analyze the potential visual effects, including on scenic resources, light, and glare, of program and policy changes proposed by the General Plan, including those associated with any increased development in the City. Projects currently planned in the vicinity will be assessed for their potential effect on the General Plan Update.
- *Biological Resources (D&B)*. St. Helena is characterized by a mix of urban development and agricultural uses with some undeveloped wooded hillsides to the east and west of the city center and wooded hillsides, as well as the Napa River adjacent to the city and streams flowing to it. While information in the current EIR draft is fairly recent (2016), it will be updated/cross-checked using secondary sources (such as the California Natural Diversity Database).

- *Cultural Resources (D&B)*. This section will assess potential effects to cultural resources that could result from implementation of the General Plan Update. It will include a pre-historical and historical overview of the Planning Area and a discussion of known local resources, based on review of existing materials, the records search, and tribal consultation. It is unclear if CEQA-required tribal consultation pursuant to AB 52 has been conducted. D&B will provide information to send to NAHC (which can be via email); if consultation is requested, these would have to be undertaken by City staff.
- *Energy, GHG, and Climate Change (D&B)*. This section will describe the types of energy that would be consumed by development under the new General Plan, assess the consistency of the General Plan with State and national energy goals and programs, and evaluate the capability of the existing utility infrastructure to meet future demand for electricity and natural gas. In addition, this section will analyze projected greenhouse gas emissions resulting from Plan development, on an aggregate and a per-population or per service-population basis (consistent with CARB 2017 Scoping Plan, with targets modified to reflect Bay Area population and energy goals). Calculations will be done to General Plan horizon year. Regional and statewide emission reduction goals will be identified, and an impact assessment will be conducted based on significance thresholds determined in Task 3-C.
- *Geology, Soils and Seismicity (D&B)*. The background information in the draft document appears to be reasonably complete. Fault and liquefaction maps and other information will be reviewed to ensure currency and impact analysis updated.
- *Hazards, Hazardous Materials (D&B)*. This section will evaluate potential hazards associated with wildfires, flooding, and hazardous materials and substances. Given the recent fires in the county, wildland fires are likely to be a topic of great interest. We will identify areas that are particularly vulnerable to the threat of wildland fire; fuel reduction methods and; and any restrictions on land uses and intensities appropriate for areas identified as susceptible to fire hazard. Using the most current flood map data, we will identify flood prone areas, and provide recommendations on any applicable development standards that may be required.

This section will also discuss impacts on general public health and safety, potential exposure to workers and waste disposal handlers resulting from hazardous materials. In the event that the Plan or the regulatory requirements might result in a potential adverse environmental risk, mitigation measures to reduce potential health and safety impacts to less than significant levels will be identified.

- *Hydrology and Water Quality (D&B)*. Information on groundwater and surface water resources will be confirmed in consultation with City and other agencies' staff. The

impact analysis for this section will qualitatively evaluate whether the actions proposed in the General Plan Update have the potential to result in increased localized flooding, erosion or permanently altered drainage patterns, and whether the actions may adversely affect water quality as a result of runoff, sedimentation, septic tanks, or other contamination. Existing and proposed programs, policies, and regulations, and ordinances will be identified as applicable.

- *Mineral Resources*. Since there are no actively mined resources in the Planning Area, the NOP on the EIR will note that this topic will not be addressed in the EIR.
- *Parks and Public Services (D&B)*. The potential effects of the Plan on parks, schools, and other public services will be analyzed for implications on safety, parks and recreational facilities, or the need for additional facilities that may result in environmental impacts.
- *Public Utilities (D&B)*. This section will look at the potential impacts of the General Plan on water, wastewater, and solid waste disposal facilities and services. Based on information available from the City and other sources, background information will be updated. If General Plan projections change, demand for water and wastewater will be recalculated using the factors in the draft document or more current sources if available, and impacts assessed.

#### Alternatives & Growth Inducing and Cumulative Effects

The purpose of the alternatives under CEQA is to minimize adverse impacts of the project. D&B will confer with City staff if an additional alternative should be analyzed. We have scoped our budget to enable the City to define one new alternative in addition to the No Project (which could be the same as in the existing draft of the EIR or another one) and describe its implications. The DEIR will identify an environmentally superior alternative, and make all other CEQA-required findings.

- D. **Draft EIR (D&B, Team)**. The Consultant Team will revise the DEIR based on Staff review, and submit a complete Public Review Draft, including a minimum of ten hard copies as well as an electronic file for posting on the City's website. D&B will also provide OPR with 10 CDs of the Draft EIR.
- E. **File Notice of Completion of EIR (D&B)**. File Notice of Completion, meeting CEQA requirements.
- F. **Prepare Final EIR (D&B)**. Following the 45-day public review period, D&B and team members, as necessary, will prepare an administrative draft that responds to all comments submitted. A Statement of Overriding Considerations will also be prepared, if needed. In response to staff comments, we will prepare a final version. D&B will provide the City with print-ready PDF files of the Final EIR suitable for publishing on the

internet, along with 3 hard copies and 10 CDs. Because of the number of responses and the effort required to respond to them is not knowable in advance, our budget allocates up to 104 hours of staff time to this effort. Additional time beyond this would constitute additional services.

<i>Meetings</i>	<i>Products</i>
<i>Scoping Meeting</i>	<i>Admin. Draft EIR Draft EIR Notice of Completion Final EIR</i>

**TASK 4: HEARINGS AND ADOPTION**

*Objective: The objective of this task is to conduct public review and successfully take the Draft General Plan and the EIR through the public hearing process. Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council for adoption.*

- A. Public Hearings (D&B).** The Draft General Plan and the Final EIR will be presented at hearings before the Planning Commission and City Council. It is assumed that two meetings each are required with the Planning Commission and the City Council. We will closely coordinate with City staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.
- B. Prepare City Council-Approved Plan Update (D&B).** Following adoption, we will prepare the final versions of the General Plan, incorporating the final direction from the City Council. The City will be provided with 20 full-color hard copies of the Draft General Plan as well as a PDF electronic copy, and all native files prepared for the project.

<i>Meetings</i>	<i>Products</i>
<i>Planning Commission Hearings (2) City Council Hearings (2)</i>	<i>Adopted General Plan</i>

**Optional Tasks**

A. Synchro Model

If City is not able to provide intersection operational models (Synchro or similar software) developed for the previous analysis, Fehr & Peers can code the intersection models as an optional task.

Cost: \$4,000

B. VMT EIR Thresholds

As an optional task, Fehr & Peers will review local and regional land use and climate planning documents to develop supporting evidence for an alternative threshold of significance for VMT analysis. A memorandum detailing this evidence and a range of recommended thresholds will be developed for consideration by City staff. It is anticipated that the alternative VMT thresholds would be applied to the General Plan update EIR and serve as a basis for the evaluation of VMT generated by future projects in the City of Saint Helena.

Cost: \$18,000: \$15,000 for F&P, and \$3,000 for D&B for service population information and projections, and coordination).

C. Expanded Planning Area

The City's current General Plan Planning Area coincides with City limits. State planning law permits the City to include land outside its limits that bears relationship to St. Helena. In many communities, the Planning Area coincides with a service boundary or the Sphere of Influence, or other unincorporated land with a direct planning relationship to the city. St. Helena currently provides water and other services to several areas outside its limits. This optional scope would cover addition of two or three smaller, focused areas contiguous to the city, totaling approximately no more than 100 to 150 acres, for inclusion in the Planning Area. This expanded boundary would be reflected in the General Plan, included on all the maps, with land use designations and policies in the Land Use and Growth Management Element to ensure integration with the rest of the General Plan. The EIR would also reflect this additional area, including in the analysis and on all maps. No additional traffic counts will be conducted; however, the location of planned counts could be adjusted provided the total number of counted locations remains the same.

Cost: \$30,000

## **SCOPE OF WORK/BUDGET ASSUMPTIONS**

Our budget is based on the following assumptions:

- **Meeting Attendance.** The budget assumes attendance at meetings as shown in the Scope of Work. Meetings with City Staff will occur as needed and are not separately listed in the Scope of Work. All meetings are assumed to be attended by Dyett & Bhatia, with subconsultant attendance as noted or as required. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- **Electronic Files of Completed Work.** City staff will provide electronic files in InDesign (along with photographs) and/or Microsoft Word of the General Plan and EIR drafts, and ArcGIS or Illustrator format for maps and drawings.
- **General Plan Policy Changes.** Our Scope of Work assumes that while the General Plan elements may need to be edited and reviewed for consistency, the policy direction established is set, and new policy work or strategy analysis will not be needed, except as noted in the Scope of Work (such as for environmental justice). Our work assumptions for the General Plan are further elaborated upon the Scope of Work.
- **Consolidated Comments and Direction.** City staff will provide a single set of consolidated comments on the review drafts of all documents. Unless otherwise specified in the Scope of Work, each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service. Once graphic formats for documents have been established and agreed upon, changes in style or graphic design may constitute additional services.
- **Electronic Documents.** We will provide digital files of documents in Word/InDesign and Adobe PDF formats, available by electronic transfer. Files will be provided both in high-resolution format for printing as well as low-resolution for posting on the City's website.
- **Printing.** We will provide 20 full color hard copies of the Adopted General Plan, 10 hard copies and 10 CDs/thumb drives of the Draft EIR, and 20 hardcopies of the Final EIR (Response to Comments; the full Draft EIR will not be re-printed). The budget assumes that the City will be responsible for printing of additional copies, and all meeting notice materials.
- **Mailing and Filing.** D&B will prepare and send the EIR Notice of Preparation to OPR and to other agencies (up to 20) on the City's list, and file the Notice of Availability of Draft EIR/Completion with OPR. The City will be responsible for filing the Notice of Determination and filing fees with the County, and any other noticing and filing.



- **Travel Expenses, Mailing Costs, and Other Direct Costs.** The budget includes direct costs related to the project, including travel expenses, mailing costs, in-house printing costs, and other similar reimbursable items.
- **Reallocation by Task/Subconsultant.** Dyett & Bhatia reserves the right to reallocate budget by task or consultant team member, provided the overall project budget is not affected.
- **Increased Costs Due to Delay.** Should the project extend for more than two years for no fault of consultant, the budget for remaining work would be adjusted to account for change in costs/billing rates (based on change in San Francisco-Oakland-San José CPI).

Exhibit A - Scope of Work

St. Helena General Plan Update and EIR									
HOURS BY TASK									
	Task 1	Task 2: General Plan			Task 3: EIR			Task 4	TOTAL HOURS
	Kickoff & Assessment	General Plan Update	Environmental Justice	Decision-Maker Meetings (2)	NOP & Thresholds	Draft EIR	Final EIR	Hearings & Adopted Plan	
<b>Dyett &amp; Bhatia</b>									
Rajeev Bhatia, Principal in Charge	10	36	4	12	6	68	16	20	172
Sophie Martin, Participating Principal	8					8			16
Vicki Hill, Director Environmental Planning					12	48	16	16	92
Katharine Pan, Associate		12		4	16	185	30	16	263
Elizabeth Schmid, Associate	12	80	30	12		24		16	174
Shawn Yavari, Environmental Planner		8				165	8		181
Meghan McNulty, Planner		50	12			120			182
GIS/Computer Mapping	16	50	14			110	8		198
Graphic Designer	12	32	4			36	4		88
Project Associate/Admin.	8	16	4			64	8		100
<b>Sub-total</b>	<b>66</b>	<b>284</b>	<b>68</b>	<b>28</b>	<b>34</b>	<b>828</b>	<b>90</b>	<b>68</b>	<b>1,466</b>
<b>DKS Associates</b>									
Bob Grandy, Principal	1	1		4		11			17
Ian Barnes, Senior Engineer (PM)	6	8		10		74	16	8	122
Mark Howard, Engineer/Planner		4				184		4	192
Kevin Johnson, Associate						38			38
Mike Rodriguez, Senior Technician		4				8			12
Chelsea Caldetera, Administrator	1	2				40		3	46
<b>Sub-total</b>	<b>8</b>	<b>19</b>	<b>-</b>	<b>14</b>	<b>-</b>	<b>355</b>	<b>16</b>	<b>15</b>	<b>427</b>
<b>TOTAL</b>	<b>74</b>	<b>303</b>	<b>68</b>	<b>42</b>	<b>34</b>	<b>1,183</b>	<b>106</b>	<b>83</b>	<b>1,893</b>

Exhibit A - Scope of Work

St. Helena General Plan Update and EIR										
BUDGET BY TASK										
		Task 1	Task 2: General Plan			Task 3: EIR			Task 4	
	Hourly Rate	Kickoff & Assessment	General Plan Update	Environmental Justice	Decision-Maker Meetings (2)	NOP & Thresholds	Draft EIR	Final EIR	Hearings & Adopted Plan	TOTAL
<b>Dyett &amp; Bhatia</b>										
Rajeev Bhatia, Principal in Charge	\$ 215	\$ 2,150	\$ 7,740	\$ 860	\$ 2,580	\$ 1,290	\$14,620	\$ 3,440	\$ 4,300	\$ 36,980
Sophie Martin, Participating Principal	205	1,640	-	-	-	-	1,640	-	-	3,280
Vicki Hill, Director Environmental Pla	180	-	-	-	-	2,160	8,640	2,880	2,880	16,560
Katharine Pan, Associate	140	-	1,680	-	560	2,240	25,900	4,200	2,240	36,820
Elizabeth Schmid, Associate	140	1,680	11,200	4,200	1,680	-	3,360	-	2,240	24,360
Shawn Yavari, Environmental Planne	105	-	840	-	-	-	17,325	840	-	19,005
Meghan McNulty, Planner	105	-	5,250	1,260	-	-	12,600	-	-	19,110
GIS/Computer Mapping	110	1,760	5,500	1,540	-	-	12,100	880	-	21,780
Graphic Designer	90	1,080	2,880	360	-	-	3,240	360	-	7,920
Project Associate/Admin.	85	680	1,360	340	-	-	5,440	680	-	8,500
Direct Costs (travel, printing, etc.)		100	100		100	30	800	50	1,400	2,580
<b>Sub-total</b>		<b>9,090</b>	<b>36,550</b>	<b>8,560</b>	<b>4,920</b>	<b>5,720</b>	<b>105,665</b>	<b>13,330</b>	<b>13,060</b>	<b>196,895</b>
<b>Fehr and Peers</b>										
Bob Grandy, Principal	325	325	325	-	1,300	-	3,575	-	-	5,525
Ian Barnes, Senior Engineer (PM)	180	1,080	1,440	-	1,800	-	13,320	2,880	1,440	21,960
Mark Howard, Engineer/Planner	125	-	500	-	-	-	23,000	-	500	24,000
Kevin Johnson, Associate	190	-	-	-	-	-	7,220	-	-	7,220
Mike Rodriguez, Senior Technician	140	-	560	-	-	-	1,120	-	-	1,680
Chelsea Caldetera, Administrator	125	125	250	-	-	-	5,000	-	375	5,750
Traffic Counts							6,300			6,300
Other Direct Costs		100	200		200		3,000		650	4,150
<b>Sub-total</b>		<b>1,630</b>	<b>3,275</b>	<b>-</b>	<b>3,300</b>	<b>-</b>	<b>62,535</b>	<b>2,880</b>	<b>2,965</b>	<b>76,585</b>
<b>Charles Salter Associates</b>										
							11,400			11,400
<b>TOTAL</b>		<b>10,720</b>	<b>39,825</b>	<b>8,560</b>	<b>8,220</b>	<b>5,720</b>	<b>179,600</b>	<b>16,210</b>	<b>16,025</b>	<b>284,880</b>
Sub-Total by Task		10,720			56,605			201,530	16,025	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

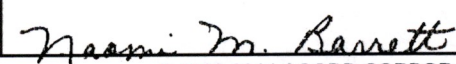
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nbarrett@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : <b>Sentinel Insurance Co. LTD</b>	NAIC # 11000
<b>INSURED</b> Dyett & Bhatia, Urban and Regional Planners 755 Sansome Street, Suite 400 San Francisco, CA 94111		INSURER B : <b>Hartford Accident &amp; Indemnity</b>	22357
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		57SBWUZ6211	05/16/2017	05/16/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		57UEGIG7596	05/16/2017	05/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		57SBWUZ6211	05/16/2017	05/16/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57WEGGE6914	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**General Liability policy excludes claims arising out of the performance of professional services.**  
**Re: All Operations of the Named Insured - City of St. Helena, its agent, officers, officials, employees, and volunteers are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured. Primary and Non-Contributory applies to the general and auto liability policies. Waiver of Subrogation applies to the general liability, Auto liability & Workers' compensation policies. 30 Days Notice of Cancellation.**

<b>CERTIFICATE HOLDER</b> City of St. Helena Attn: Mark T. Prestwich 1480 Main Street Saint Helena, CA 94574	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** Dyett & Bhatia, Urban and Regional

**Policy Number:**57UEGIG7596

**Policy Effective Dates:** 05/16/2017

**Additional Insured:**

Re: All Operations of the Named Insured - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: City of St. Helena, its agent, officers, officials, employees, and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”
- c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: Dyett & Bhatia, Urban and Regional  
Insurer: Sentinel Insurance Co. LTD  
Policy Number: 57SBWUZ6211  
Policy Effective Date: 05/16/2017  
Additional Insured:

Re: All Operations of the Named Insured - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: City of St. Helena, its agent, officers, officials, employees, and volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 57WEGGE6914

**Effective Date:** 7/1/17

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

Dyett & Bhatia, Urban and Regional  
Planners  
755 Sansome Street, Suite 400  
San Francisco, CA 94111

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

**INDEX**

<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
<b>SECTION I</b>	2	B. Part One Does Not Apply	3
<b>PARTS ONE and TWO</b>	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
<b>PART - THREE</b>	2	E. West Virginia	3
02 How This Insurance Works	2	<b>EXTENDED OPTIONS</b>	4
<b>PART - SIX</b>	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
<b>SECTION II</b>	2	04 Foreign Voluntary Compensation	4
<b>VOLUNTARY COMPENSATION</b>	2	A. How This Reimbursement Applies	4
<b>INSURANCE</b>	2	B. We Will Reimburse	4
05 Voluntary Compensation Insurance	2	C. Exclusions	4
A. How This Insurance Applies	3	D. Before We Pay	5
B. We Will Pay	3	E. Recovery From Others	5
C. Exclusions	3	F. Reimbursement For Actual Loss Sustained	5
D. Before We Pay	3	G. Repatriation	5
E. Recovery From Others	3	H. Endemic Disease	5
F. Employers' Liability Insurance	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
<b>EMPLOYERS' LIABILITY STOP GAP</b>	3	<b>SECTION III</b>	6
<b>ENDORSEMENT</b>	3	01 Schedule of Covered States	6
06 Employers' Liability Stop Gap Coverage	3		
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3		

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

D. **We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

E. **We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. **Transfer Of Your Rights and Duties** of **Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the



officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
  13. bodily injury sustained by any member of the flying crew of any aircraft.
  14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<u><b>\$500,000</b></u>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<u><b>\$500,000</b></u>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<u><b>\$500,000</b></u>	<b>Each Employee</b>

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

**SECTION III**

**1. SCHEDULE OF COVERED STATES**

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Countersigned by \_\_\_\_\_ Authorized Representative

# CITY OF ST. HELENA

## RESOLUTION No. 2018-4

**Resolution authorizing (1) the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Review and additional optional tasks for a total amount not to exceed \$336,880 and (2) authorizing a budget increase of \$336,880 from to account #101-4500-2130 from General Fund Reserves**

### RECITALS

1. In May of 2017, City staff completed the analysis and internal update of the General Plan EIR and identified that significant revisions to the existing technical studies, and additional technical analysis were in fact required for the document to be deemed adequate under CEQA. After determining a broad scope of concerns and challenges with the document, staff referred the EIR to a qualified CEQA consultant for a professional peer review on the adequacy of the existing EIR. The results of this peer review supported the staff determination that significant and new technical information would be required in order for the EIR analysis to meet the requirements of CEQA; and
2. On August 22, 2017, staff presented these findings to the City Council, recommending that the City engage the assistance of a qualified CEQA consultant to begin drafting a new EIR for the 2035 General Plan Update; and
3. On October 3, 2017 the City issued a Request for Proposals (RFP) soliciting proposals from qualified environmental consultants for the preparation of an Environmental Impact Report (EIR) for the 2035 General Plan Update. This RFP was sent to 20 environmental consultants whom were known to have the experience and qualifications necessary to complete the anticipated level of analysis; and.
4. November 6, 2017-The response period for the 2035 General Plan Update EIR RFP closed and staff began the process of evaluating the responses in order to select a qualified consultant; and
5. On December 7, 2017 all thee Respondents presented their proposals to an interview panel consisting of Mayor Alan Galbraith, Vice Mayor Peter White, Planning Commission Chair Grace Kistner, and Planning and Community Improvement Director Noah Housh. After the presentations and interviews, the responses were ranked by the interview panel based on the provided responses and the criteria and requirements identified in the RFP; and

6. Consulting firm Dyett & Bhatia (D&B) was the unanimous choice to complete the St Helena 2035 General Plan EIR. This decision was based on their professional and thorough response, a demonstrated understanding of the project and the community, the proposed budget for the project, and a commitment to an expeditious timeline to complete the EIR for the City; and
7. Dyett & Bhatia can provide optional tasks to be included in their scope of work including (a) Synchro Model, (b) VMT EIR Thresholds, and (c) Expanded Planning area; and
8. Staff and City Council found these optional tasks will be necessary and should be completed.

### RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Authorizes the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report for a total not to exceed \$284,880; and
2. Authorizes the City Manager to expand the Scope of Work to the Dyett and Bhatia contract to include the optional tasks for additional charges of \$52,000; and
3. Authorizes a budget increase of \$336,880 to #101-4500-2130 from General Fund Reserves.

Approved at a Regular Meeting of the St. Helena City Council on January 9th, 2018, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Koberstein:	Yes
Councilmember Dohring:	Yes
Councilmember Ellsworth:	Yes

APPROVED:

  
 Alan Galbraith, Mayor

ATTEST:

  
 Cindy Tzafopoulos, City Clerk

