

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on 12/12/17, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Dudek(Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as EIR for the Hunter Property Residential Subdivision Project.
- 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, “Proposal”** 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, “Proposal”**, 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, “Proposal”**.

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, “Proposal”, Section 11. Bid Amount** attached hereto and made a part hereof. Total compensation shall not exceed \$234,511, 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 certified mail, return receipt requested, 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. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding 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 the design professional.

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: Dudek
Attn: Christine Kronenberg, Project Manager
1102 R Street
Sacramento, CA 95811
916-443-8335

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).

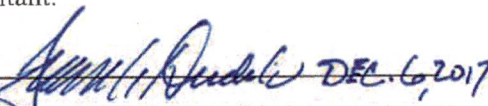
SECTION 28 – SPECIAL PROVISIONS

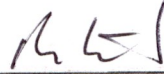
This Agreement is subject to the following special provisions: none.

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:

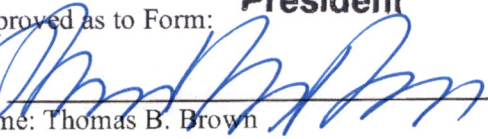
City:

By: 
Name: Frank Dudek
Title: Dudek

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

Frank Dudek
President

Approved as to Form:

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

DUDEK Scope of Work

The following is Dudek's Scope of Work to prepare an EIR for the Hunter Subdivision project. Our objective is to provide the City with an EIR that will be certified by the City Council, and will provide the basis for a decision on the proposed project.

Task 1 Project Initiation and Project Description

Project Initiation

Upon execution of the contract, Dudek staff will meet with City staff and other team members (e.g., project applicant) to discuss the prior history of the project and to confirm the project elements to include in the project description, review Dudek's work plan and schedule, discuss background information and any project issues, and establish communication protocols and specifics related to internal review drafts and the format of the EIR. At this meeting, Dudek will also conduct a site visit to observe existing conditions on the project site and in the project vicinity.

Deliverables

- Initiation meeting agenda and notes
- Draft and final project description
- Site and vicinity photographs
- Draft and final initial study

At this meeting, we are assuming the City would provide electronic copies of the prior technical reports prepared for the 2013 EIR. Dudek is proposing to peer review the prior technical reports and to update the findings, if necessary. Dudek is not proposing to prepare new technical reports as part of this scope of work except as noted below.

Project Description

Dudek will prepare a project description for use in the Notice of Preparation (NOP) and EIR. We understand that a previous project description was prepared and assume the City will provide additional or updated information regarding the current development proposal. Maps will be used to describe the location and site plan of the project. The draft project description will be submitted to City staff for review and comment, and based on comments received, Dudek will revise the project description as necessary.

The approved project description will be used as the basis for all EIR project analyses. Minor revisions to the project description are anticipated as part of the EIR process; however, major changes could substantially affect impact analyses. Any changes to the project description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.

Task 2 Notice of Preparation

Dudek is recommending preparation of a new Notice of Preparation (NOP) to establish the current environmental baseline. The NOP will use the project description prepared as part of Task 1, including an updated description of necessary entitlements, and will discuss the potential environmental effects of the project; describe the anticipated scope of the EIR; and will include regional and site location maps. It is our understanding that the EIR will address all issues raised in Appendix G of the CEQA Guidelines, with the exception of land use and planning, mineral resources, and population and housing. For the purposes of this scope of work, we assume the City's previously prepared Initial Study (IS) is adequate, possibly with minor edits, and we do not propose the preparation of a new IS.

Deliverables

- Draft and Final NOP
- NOC and delivery of 15 copies of the NOP to the State Clearinghouse

DUDEK SCOPE OF WORK

Dudek will submit the administrative draft NOP to City staff for review and will revise the document based on comments received. Dudek will provide the City with the final NOP for posting on their website and hardcopies, if requested. Dudek staff would attend a scoping meeting to be held during the 30-day review period and make a presentation, if requested. Dudek staff would provide sign-in forms, and comment forms and would be available to record verbal comments received. It is assumed City staff would prepare any public notice and distribute either the notice or the NOP to the public and appropriate local and state agencies based on the City's existing mailing list. Dudek would prepare the Notice of Completion (NOC) and submit 15 copies of the NOP to the State Clearinghouse to initiate start of the 30-day review period.

Task 3 Prepare Administrative Draft EIR

Dudek will prepare the administrative draft EIR (ADEIR) pursuant to the requirements of the CEQA Statutes, CEQA Guidelines, CEQA case law, and relevant City policies and standards. The ADEIR will consist of the following chapters and technical sections; however, the EIR topics may change depending on new NOP comments, and input from City staff:

- Introduction
- Executive Summary
- Project Description
- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gases (GHGs)
- Hazards and Hazardous Materials

Deliverables

- Electronic submittal of the ADEIR in Microsoft Word, including appendices
- Six hardcopies
- Hydrology and Water Quality
- Noise
- Public Services/
- Recreation
- Transportation
- Utilities
- CEQA-mandated sections: Growth Inducing Effects, Irreversible Environmental Effects
- Project Alternatives
- EIR Preparers and References

Each of the environmental topics listed will contain the following sections: environmental setting, regulatory framework, impacts, mitigation measures, and cumulative impacts. For the cumulative impacts analysis, the geographic area in which cumulative impacts may occur will be defined, the cumulative development scenario within that area will be identified, the potential for significant impacts to occur under the cumulative development scenario and the project's contribution to those impacts will be evaluated, and a determination of the significance of the project's contribution will be made.

The methods of analysis and standards of significance used for determining impacts will be clearly and explicitly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of the analysis. The standards of significance will be consistent with other environmental documents prepared by the City.

Dudek will provide an ADEIR and an administrative draft Final EIR (AFEIR) for City staff review and a screencheck (or prepublication) draft of the draft and final EIR documents for final review prior to publication. If there is a request to prepare a second ADEIR or AFEIR, Dudek would provide a scope of work and cost estimate for this additional task.

The following are general assumptions for preparation of the technical sections of the EIR.

Aesthetics

For the aesthetics section of the EIR, Dudek will take photographs of the site and views from surrounding areas to evaluate any changes in visual character and light and glare. It is assumed project renderings or photosimulations are available from the project applicant that depict what the project would look like if constructed. Dudek does not assume preparation of photosimulations would be required. However, Dudek has the capability of preparing photosimulations, if necessary (see Contingency task, below).

Agriculture

The project site includes existing vineyards. We understand that the previous analysis found a significant impact for conversion of Prime Farmland consistent with General Plan Implementing Action LU5.1. In order to further describe the potential significance of the conversion, separate from the General Plan consistency issue, Dudek will prepare a Land Evaluation and Site Assessment (LESA) using the California Department of Conservation methodology. The LESA model provides a quantitative assessment of the potential conversion of farmland using site specific factors, including parcel size, soil information, water availability, and surrounding land uses.

Air Quality and GHGs

Dudek will estimate construction emissions associated with development of the project using the California Emissions Estimation Model (CalEEMod). The analysis of short-term construction emissions will be based on the best available information (e.g., overall construction duration, probable construction activities, phase timing, construction equipment type and quantity, workers, and haul trucks) developed using CalEEMod default values for the proposed land use and in coordination with City staff. Dudek will then evaluate the significance of the emissions based on the Bay Area Air Quality Management District (BAAQMD) significance thresholds.

Dudek will estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources using the default values in CalEEMod, unless specific information is available from City

staff. The operational emissions associated with the project will be compared to the BAAQMD significance thresholds.

Dudek will address carbon monoxide (CO) "hot spots" in a qualitative manner, because increases in traffic associated with the project, coupled with low CO background concentration, are not likely to result in an exceedance of ambient air quality standards. It is assumed that the study intersections would not exceed the BAAQMD screening criteria, and a refined CO hotspots analysis would not be required.

Dudek will estimate the GHG emissions associated with project construction using CalEEMod based on the same construction scenario used in the air quality analysis. Estimates of project-generated operational GHG emissions will include those associated with mobile sources, area sources, energy sources (natural gas usage and electrical generation), water supply and wastewater, and solid waste disposal. The emissions estimates will be based on CalEEMod default values, unless specific information is available from City staff. Mobile source emissions will incorporate vehicle miles traveled (VMT) estimates, if the optional VMT task is performed.

Biological Resources

Dudek will conduct a peer review of the prior biological reports (Baseline Environmental and Wetlands Research Associates) prepared for the project and will conduct a field survey to confirm the findings of the prior biological reports and to document existing conditions. During this field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be recorded, as well as a determination of special-status species that could potentially occur within the project area. Dudek will prepare a memorandum that documents the findings of the site assessment. At this time, we are not assuming preparation of a biological technical report, plant surveys, wetland delineation, or mapping of vegetation communities and wetlands or waters of the United States that could potentially be under the jurisdiction of the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and/or CDFW.

If, based on our review of the prior biological reports and the field survey any focused surveys or studies are required, Dudek will notify the City to determine how best to proceed.

Cultural Resources

Dudek will conduct a peer review of the prior cultural resources report (William Self Associates) prepared for the project. At this time, we are not assuming a records search would be required or a search of the Sacred Lands File. In addition, it is unlikely a field survey would be necessary. Dudek will prepare a memorandum documenting the outcome of the peer review of the prior report if there are any concerns regarding the adequacy of the report. It should be noted that issuance of the new NOP will require compliance with Assembly Bill 52 Native American consultation requirements. We assume the City will lead this effort as government-to-government consultation, but Dudek staff will be available to support the City.

Hazards and Hazardous Materials

It is assumed a phase 1 environmental site assessment (ESA) has been prepared for the project site that Dudek could reference to prepare the hazards section of the EIR. It is anticipated the phase 1 evaluates the potential for any existing site contamination to be present on the site from past uses. Using information from the phase I ESA, Dudek will identify hazardous materials impacts or issues that could be encountered during future site disturbance.

Hydrology and Water Quality

The hydrology and water quality section will be based on the drainage report prepared for the project (Tully & Young). We understand that flooding is of particular concern for this project. A Dudek hydrologist or engineer will conduct a peer review of the drainage report prepared for the project to determine if it is adequate or needs to be updated. Due to the location of the project site and previous concerns raised, our hydrologist will address potential flooding and flood control concerns associated with developing this area. Dudek will prepare a memorandum documenting the outcome of the peer review of the drainage report if there are any concerns regarding the adequacy of the report.

Land Use

Dudek will analyze potential incompatibilities with applicable planning policies and regulations, including the City General Plan and the Zoning Ordinance. It is understood that the proposed density is consistent with the existing planning and zoning classifications.

Noise

The prior noise analysis will be reviewed, but assuming noise measurements were taken in 2011/12, we are assuming new long-term noise measurements would be required to capture the existing ambient noise environment. In addition, because the traffic report previously prepared would need to be updated to include new traffic numbers, it is assumed we conduct new modeling to document the change in ambient noise levels.

Public Services

Dudek will evaluate the project's increase in demand for public services, which would include, at a minimum, police, fire, parks and libraries. If possible, the increase in demand will be quantified to the extent possible.

Transportation

As traffic was, and will remain, a major area of concern and controversy, we are proposing to prepare a new traffic impact analysis. The scope of the study would likely be refined after consultation with City Public Works staff, as well as regional transportation planning agencies, including Napa Valley Transportation Authority and California Department of Transportation (Caltrans) District 4. The traffic impact analysis includes the following assumptions:

- A Traffic Impact Analysis (TIA) Scoping Agreement with the City will be prepared and used as the basis of assumptions and methodologies for the TIA.
- The study area will include 12 study intersections. New peak hour traffic counts will be collected at all study area intersections during the weekday AM peak period (7–9 AM) and weekday PM peak period (3–6 PM); and, Saturday peak period (–6 PM). The counts will include vehicle by axle-classification, bicycle, and pedestrian volumes. The counts will be taken during a typical week, while local schools are in session, outside of harvest season.
- The following scenarios will be analyzed:
 - Existing
 - Existing plus Project
 - General Plan Buildout (with currently designated land uses on site)
 - General Plan plus Project

DUDEK SCOPE OF WORK

- General Plan baseline traffic volumes will be developed based data provided in the local area transportation demand model.
- An intersection level of service (LOS) analysis will be conducted for all study intersections, during all study scenarios. The LOS analyses will be conducted using Synchro/SimTraffic LOS software, which is consistent with the *Highway Capacity Manual*. A Saturday peak hour LOS analysis is NOT included in this scope of work and cost estimate. However, Saturday peak hour counts will be collected in case it is determined that a Saturday analysis is required.
- A 95th percentile queuing analysis will be conducted using the SimTraffic software at all study intersections.
- A peak hour signal warrant analysis consistent with the *California Manual of Uniform Traffic Control Devices* will be conducted for all unsignalized intersections that operate, or are forecast to operate, at LOS D or below.
- An on-site vehicle circulation and access analysis will be conducted and based on access requirements in the City's Municipal Code and/or the American Association of Highway Transportation Officials "Green Book".
- An accident analysis consistent with the Caltrans *Highway Safety Improvement Program* will be prepared for the study intersections along SR 29. This analysis will look at the past 5 years of available Statewide Integrated Traffic Records System data.
- Mitigation measures will be recommended for significantly impacted facilities and will be developed based on the feasibility of improvement implementation.
- All methodologies, significance criteria, analysis results, and raw data will be included in a stand-alone TIA document, and submitted for review and comment by City staff.

Utilities

Dudek will quantify the increase in water demand, wastewater treatment, solid waste disposal, and energy demand. The project is not large enough to require preparation of a water supply assessment, but Dudek will evaluate the prior water supply analysis and consult with the provider to determine if adequate water is available to serve the project. Drought conditions will also be evaluated and use of an existing on-site well will also be evaluated.

Alternatives

Dudek assumes that the range of alternatives in the prior EIR was reasonable, and that the Alternatives analysis will be revised based on the updated impact analyses.

Energy

The prior EIR does not appear to consider the consumption of energy caused by the proposed project, consistent with Appendix F of the CEQA Guidelines and recent case law. Dudek will evaluate the energy consumption, including electricity, natural gas, and transportation fuels, identify any energy-saving or sustainable features of the project, and consider if the project is "inefficient or wasteful" with regards to energy resources.

Task 4 Screencheck Draft EIR

Once City staff have reviewed the ADEIR and responded with a single set of consolidated comments, Dudek will revise the ADEIR

Deliverables

- Electronic submittal of the Screencheck Draft EIR

and submit a screencheck draft EIR for final review. Dudek will only submit the document electronically for easy review and final editing in track changes.

Task 5 Public Review Draft EIR

Based on final comments from City staff, Dudek will prepare the draft EIR for public review. Dudek will prepare a Notice of Availability (NOA) for City staff to post and mail to interested parties. Dudek assumes City staff would mail the NOA to the mailing list. Dudek will prepare the NOC and deliver 15 copies of the Draft EIR to the State Clearinghouse to initiate start of the 45-day public review period.

Deliverables

- NOA
- 15 hardcopies of the Draft EIR, including a CD containing all technical appendices in the back cover
- One master CD containing a Microsoft Word version of the document and a version in PDF (for posting on the City's website)
- 15 hardcopies of the executive summary and 15 CDs of the Draft EIR and appendices and NOC delivered to the State Clearinghouse

Task 6 Final EIR and Mitigation Monitoring and Reporting Program

Following conclusion of the draft EIR public review period, Dudek will categorize comments received on the draft EIR and prepare responses to comments for inclusion in the AFEIR. If comments received reiterate the same concerns, Dudek will prepare master responses to address those comments. Should comments on the draft EIR raise new issues or require that new surveys or technical studies be conducted to complete adequate responses, Dudek will initiate discussions immediately with City staff to evaluate the options. This scope assumes that Dudek will respond to up to 80 substantive public comments on the draft EIR (note that a single comment letter may contain multiple comments). Dudek will also prepare text changes to the EIR, as appropriate. Dudek will submit electronic copies of the AFEIR for internal review and will revise the document as directed. It is assumed that no changes to technical reports would be required at this stage of the EIR preparation.

Deliverables

- Electronic submittal of the AFEIR and MMRP
- 15 hardcopies of the Final EIR
- One reproducible hardcopy of the Final EIR and one master CD containing a Microsoft Word version of the document and a version in PDF (for posting on the City's Website)

Consistent with CEQA requirements, a Mitigation Monitoring and Reporting Program (MMRP) will also be prepared to address any mitigation measures. The MMRP will include all mitigation measures identified in the Draft EIR. The MMRP will be designed to comply with all adopted mitigation measures. A draft of the MMRP will be included in the AFEIR.

Task 7 Meetings and Hearings

Dudek's EIR project manager Ms. Kronenberg, CEQA specialist Mr. Grattidge, and other key staff as needed, will attend a project kick-off meeting with the key project team members (**Task 1**). This meeting will be critical to the ultimate success of the project, as it provides an opportunity for all parties to discuss and review the scope of the project, formalize key project assumptions, and define key milestones and other critical success factors for the project. This meeting will also offer an opportunity to confirm document format requirements, points of contact, internal document review, status report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end of a project can save substantial time and costs in the long run.

It is assumed the project kick-off meeting (and site visit), NOP scoping meeting, draft EIR hearing, meeting to go over comments received on the draft EIR, and two project approval hearings would all be in-person meetings. To save costs, it is assumed other project meetings would be via conference call. For the purposes of budgeting, we are assuming up to five 1-hour conference call meetings would be required throughout the life of the project.

Task 8 Project Management

We prioritize project management and believe that a focused, well-managed effort on the part of the Dudek team, City, and applicant team will be key to achieving the City's processing goals for the project. This task includes preparation of regular progress reports to be submitted with our monthly invoice to the City. A key element of Dudek's progress report procedures is identification of upcoming issues and obstacles, as well as a summary of tasks completed during the previous month to identify issues as early in the process as possible, to maintain project momentum and minimize unexpected issues.

Deliverables

- Monthly invoices and progress reports
- Email correspondence

Contingency

To address any unforeseen issues that may arise during preparation of the EIR, Dudek has included a contingency budget. If necessary to use the contingency funds Dudek would make a formal request to the City including a scope of work for the specific task in order to access the contingency funds. The contingency budget will not cover all of the tasks identified. It is assumed only one or two of the tasks identified could be required. Tasks outside our proposed scope of work (Tasks 1 through 8) that could be considered under the contingency budget include:

- Receiving more than 80 individual comments on the Draft EIR, or comments that require additional technical analysis.
- Changes to the Project Description that necessitate revising sections of the EIR.
- Preparation of additional technical reports not identified in this scope of work.
- Preparation of up to two visual simulations.
- Request to prepare additional versions of internal review copies of the ADEIR or AFEIR.
- Delay in the project schedule requiring information to be revised/updated based on changes in legislation, completion of new documents, etc.
- Receipt of detailed applicant comments on the ADEIR or AFEIR that were not included as part of the City's comments.

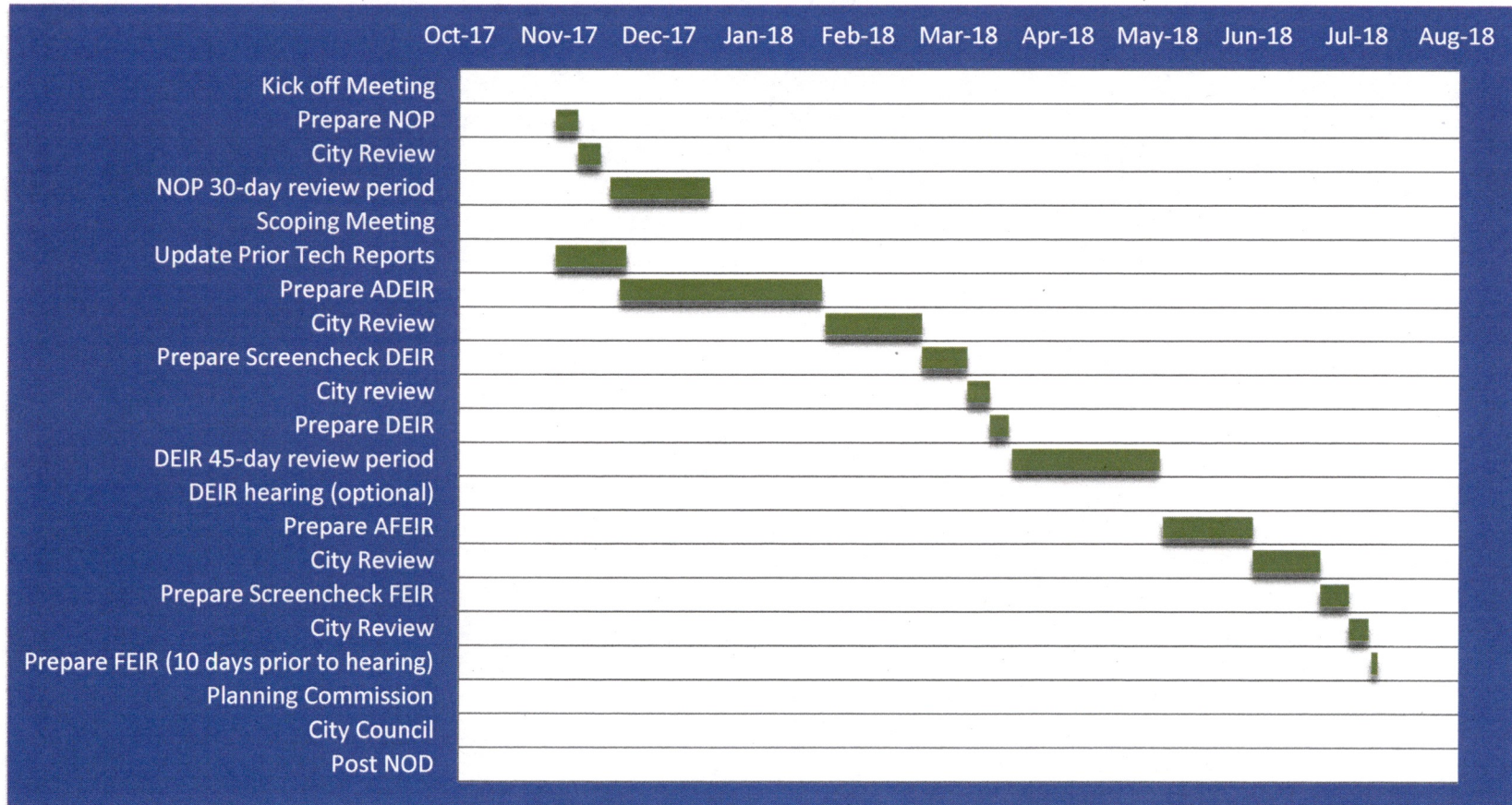
Optional Task – Legal Review

Due to the interest this project has received from the community, Dudek recommends the ADEIR be reviewed by an attorney that specializes in CEQA. As an optional task Dudek has teamed with Pioneer law Group (PLG), a firm that specializes in reviewing EIRs for compliance with CEQA. PLG would review the ADEIR and would prepare a memorandum that identifies any deficiencies in the document. The cost to review the document would require approximately 40 hours and preparation of the memorandum would require approximately 25 hours for a total cost of \$25,000.

Schedule

This schedule (**Table 1**) is based on the scope of work provided in Section 14 of the City's RFP.

TABLE 1. DUDEK WORK SCHEDULE



Bid Amount

Table 2 lists Dudek's hourly rates of personnel assigned to the project, total costs, and amount of hours assigned for completing individual tasks. The individual tasks are further described in the scope of work provided in **Section 14 of the RFP**. The total cost is \$234,511.00. In addition, this amount does include legal services that our team may provide as an option.

TABLE 2. COST PROPOSAL

Employee	Christine M Kronenberg	Brian J Grattidge	Kara Laurenson-Wright	Kaitlin E Roberts	Matthew J Morales	Laura A Burris	Adam R Giacinto	Glenna B McIlhannon	Christopher L Bamobi	Joshua B Saunders	Paul A Calliguri	Dylan J Duverge		Sabita Tewani	Dennis M Pascua	Rachel E Strobridge	Devin R Brookhart						
Employee Type	Enviro Specialist/Planner VI	Enviro Specialist/Planner VI	Analyst I	Enviro Specialist/Planner III	Enviro Specialist/Planner IV	Enviro Specialist/Planner IV	Enviro Specialist/Archaeologist IV	Sr. Hydrogeologist IV/Engineer IV	Enviro Specialist/Planner V	Enviro Specialist/Planner III	Senior Designer	Sr. Hydrogeologist II/Engineer I	Analyst III	Enviro Specialist/Planner II	Senior Project Manager/Specialist I	GIS Specialist I	Publications Specialist III						
% Used on Job	15%	2%	20%	11%	5%	1%	1%	1%	3%	3%	1%	3%	8%	14%	4%	2%	6%						
Phase	195.00	195.00	95.00	155.00	165.00	165.00	165.00	225.00	175.00	155.00	150.00	180.00	115.00	140.00	215.00	125.00	105.00	Labor Hours	Labor at Billing Rates	Reimbursables Cost	Direct Costs	Total	
Task 1 Project Initiation, Project Description, NOP																		-	-			-	
Kickoff Mtg (see Task 7)																		-	-			-	
Project Initiation	4		6															10	1,350			1,350.00	
Project Description	4	1	8													5	2	20	2,570			2,570.00	
Task 2 NOP																		-	-			-	
Notice	2			8														10	1,630			1,630.00	
IS	6		16															22	2,690			2,690.00	
Task 3 AD EIR																		-	-			-	
Aesthetics/Light & Glare										32	16							48	7,360			7,360.00	
Agriculture		4		16												8		28	4,260			4,260.00	
Air Quality & GHG					64													64	10,560			10,560.00	
Biological Resources			24			16												40	4,920	82		5,002.00	
Cultural Resources			16				12											28	3,500			3,500.00	
Hazards			16					8										24	3,320			3,320.00	
Hydrology & Water Quality			8									32						40	6,520			6,520.00	
Land Use		2		24														26	4,110			4,110.00	
Noise			16						36									52	7,820	82		7,902.00	
Public Services & Rec			16	16														32	4,000			4,000.00	

TABLE 2. COST PROPOSAL

Employee	Christine M Kronenberg	Brian J Gratidge	Kara Laurensen-Wright	Kaitlin E Roberts	Matthew J Morales	Laura A Burris	Adam R Giacinto	Glenna B McMahon	Christopher L Barnobi	Joshua B Saunders	Paul A Calligaurt	Dylan J Duverge		Sabrina Tewani	Dennis M Pascua	Rachel E Strobridge	Devin R Brookhart						
Employee Type	Enviro Specialist/Planner VI	Enviro Specialist/Planner VI	Analyst I	Enviro Specialist/Planner III	Enviro Specialist/Planner IV	Enviro Specialist/Planner IV	Enviro Specialist/Archaeologist IV	Sr. Hydrogeologist IV/Engineer IV	Enviro Specialist/Planner V	Enviro Specialist/Planner III	Senior Designer	Sr. Hydrogeologist II/Engineer I	Analyst III	Enviro Specialist/Planner II	Senior Project Manager/Specialist I	GIS Specialist I	Publications Specialist III						
% Used on Job	15%	2%	20%	11%	5%	1%	1%	1%	3%	3%	1%	3%	8%	14%	4%	2%	6%						
Phase	195.00	195.00	95.00	155.00	165.00	165.00	165.00	225.00	175.00	155.00	150.00	180.00	115.00	140.00	215.00	125.00	105.00						
Transportation													100	180	50			330	47,450	5,000			52,950.00
Utilities (& Energy)			16	24														40	5,240				5,240.00
Alternatives	16	4		16														36	6,380				6,380.00
Document Preparation	40	8	40													8	32	128	17,520				17,520.00
Task 4 Screencheck DEIR	12		24															42	5,250				5,250.00
Task 5 Draft EIR	6		16															30	3,530				3,530.00
Task 6 Final EIR																							
Admin FEIR	20	8	8	40	6	4	4		4	6	4	6	6	6		4	24	150	22,590				22,590.00
Final EIR	8		24														6	38	4,470				4,470.00
MMRP	4		8														2	14	1,750				1,750.00
Task 7 Meetings/Hearings	30	5	15															50	8,250				8,250.00
Task 8 Project Management	55																	55	10,725		494		11,219.00
Total Hours	207	32	277	144	70	20	16	8	40	38	20	38	106	186	50	25	80	1,357	197,765				197,765.00
Total Billing	40,365	6,240	26,315	22,320	11,550	3,300	2,640	1,800	7,000	5,890	3,000	6,840	12,190	26,040	10,750	3,125	8,400		197,765	5,000	658		\$203,923.00
Contingency Budget																							\$30,588.00
TOTAL																							\$234,511.00

DUDEK
2017 STANDARD SCHEDULE OF CHARGES

STH CONTRACT: 2017-082

ENGINEERING SERVICES

Project Director.....	\$270.00/hr
Principal Engineer III.....	\$240.00/hr
Principal Engineer II.....	\$230.00/hr
Principal Engineer I.....	\$220.00/hr
Program Manager.....	\$210.00/hr
Senior Project Manager.....	\$210.00/hr
Project Manager.....	\$205.00/hr
Senior Engineer III.....	\$200.00/hr
Senior Engineer II.....	\$190.00/hr
Senior Engineer I.....	\$180.00/hr
Project Engineer IV/Technician IV.....	\$170.00/hr
Project Engineer III/Technician III.....	\$160.00/hr
Project Engineer II/Technician II.....	\$145.00/hr
Project Engineer I/Technician I.....	\$130.00/hr
Project Coordinator.....	\$100.00/hr
Engineering Assistant.....	\$95.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$160.00/hr
Senior Designer.....	\$150.00/hr
Designer.....	\$140.00/hr
Assistant Designer.....	\$135.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$130.00/hr
CADD Operator II.....	\$125.00/hr
CADD Operator I.....	\$110.00/hr
CADD Drafter.....	\$100.00/hr
CADD Technician.....	\$95.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

Pioneer Law Group, LLP

Hourly Rate Sheet

	PRIVATE	PUBLIC AGENCY
Partners	\$450	\$400
Associates	\$275	\$250
Of Counsel	\$395	\$374
Paralegal	\$150	\$125