

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH DAVID J. POWERS & ASSOCIATES INC.  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and David J. Powers & Associates, Inc., a California Corporation ("Consultant").

**RECITALS**

A. City desires to provide comprehensive environmental review services including preparation of an initial study and a negative or mitigated negative declaration for Roseland Creek Community Park.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one-hundred forty-six thousand and nine-hundred sixty dollars and no cents (\$146,960). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09701.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Jen Santos, Deputy Director  
Recreation and Parks Department  
55 Stony Point Road  
Santa Rosa, CA 95401  
1-707-543-3781  
jsantos@srcity.org

Consultant Representative:

Jodi Starbird, Principal Project Manager  
David J. Powers & Associates, Inc.  
1871 The Alameda, Suite 200  
San Jose, CA 94126  
1-408-454-3437  
jstarbird@davidjpowers.com

## 8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit A, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **10. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **11. TERM, SUSPENSION, TERMINATION**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

#### **12. TIME OF PERFORMANCE**

The services described herein shall be provided in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2017.

### 13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

### 14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that 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 written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

### 15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **16. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or



connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing California Corporation formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: David J. Powers and Associates Inc.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

Signatures of Authorized Persons:

By: J. W. Shanley

Print Name: Judy Shanley

Title: President

By: John M. Hesler

Print Name: John Hesler

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

9997048451

Attachments:  
Attachment One - Insurance Requirements  
Exhibit A - Scope of Services & Fees

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Angel Aragonde, Jr.  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



October 27, 2016

Elene James  
City of Santa Rosa Recreation and Parks Department  
Roseland Creek Community Park CEQA Committee  
55 Stony Point Road  
Santa Rosa, CA 95401

Sent via email: [ejames@srcity.org](mailto:ejames@srcity.org)

**RE: Proposal for the Preparation of an Initial Study for the Roseland Creek Community Park Project**

Dear Ms. James,

Thank you for inviting David J. Powers & Associates, Inc. (DJP&A) to propose on the preparation of an Initial Study (IS) for the Roseland Creek Community Park project. We are pleased to offer this proposal in response to the City's Request for Proposals (RFP). DJP&A has served public agencies in and around the Bay Area since 1972 and we are known for preparing clear, easy to understand documents that are legally defensible and informative to both the Lead Agency and public. Given our firm's experience with similar park projects, as detailed in our attached proposal, we are confident we can perform the environmental review services requested successfully, on-time, and within budget, coordinating effectively with the City, design team, and responsible agencies.

We understand the project is a Master Plan to develop an approximately 19.54-acre park that includes a fitness course, a group picnic area, a dog park, bathrooms, parking, an open turf area, and a paved trail with bridge crossings over Roseland Creek. DJP&A has recent experience preparing environmental review documents for similar projects including the Creekside Park Master Plan Initial Study which proposed to renovate a 28.5-acre Creekside Park in Marin County, a park located adjacent to wetlands and Corte Madera Creek.

Thank you for considering our proposal, and we look forward to assisting the City of Santa Rosa with this work. Please contact our Project Manager, Mike Campbell, AICP (408-454-3425, [mcampbell@davidjpowers.com](mailto:mcampbell@davidjpowers.com)) in our San José office, 1871 The Alameda, Suite 200 San José, CA 95126) with future correspondence on the project.

Best Regards,

Jodi Starbird  
Principal

## David J. Powers & Associates, Inc.

### Section 1 – Project Team Qualifications and Experience



#### ■ DJP&A STAFF

**Jodi Starbird, Principal Project Manager, David J. Powers & Associates** - Jodi Starbird has 29 years of experience in the environmental field preparing documents for both private and public sector projects. Her experience includes numerous parks and bicycle/pedestrian trail and overcrossing projects, as well as infrastructure projects such as bridge repair and replacement, and sanitary sewer, water, and storm drain lines. Ms. Starbird is expert in completing CEQA and NEPA documents as well as obtaining Section 401 (RWQCB), Section 404 (U.S. Army Corps), and Section 1602 (CDFW) permits. She also frequently guides projects through the California Clean Water State Revolving Fund Program process.

*Similar Project Experience: Creekside Park Master Plan Initial Study, Marin County, CA; Rumrill Park Initial Study/Negative Declaration, San Pablo, CA; Stevens Creek Trail, Mountain View, CA; Scenic Circle Trail Connection, Cupertino, CA; Cooley Landing Park Initial Study, Palo Alto; 31<sup>st</sup> and Alum Rock Avenue Park Initial Study, San José, CA; and Reed & Grant Sports Fields, Santa Clara, CA.*

**Mike Campbell, AICP, Project Manager, David J. Powers & Associates** – Mike Campbell, AICP is a Project Manager with 25 years of experience providing environmental consulting services and preparing environmental documents. Mr. Campbell would be responsible for the preparation of the Initial Study including managing technical subconsultants, the project budget, and schedule to meet the City's needs. His experience includes park, school, infrastructure, and mixed-use developments.

*Similar Project Experience: Reed & Grant Sports Fields Initial Study, Santa Clara, CA; Escuela Popular Initial Study, San José, CA; 405 E. 4<sup>th</sup> Avenue Mixed-use Project EIR; San Mateo, CA; Bay Road Improvement Project NEPA/ Caltrans Local Assistance Process, East Palo Alto, CA; and McClellan Ranch Preserve Blacksmith Forge Renovation Categorical Exemption, Cupertino, CA.*

**Caroline Weston, Assistant Project Manager, David J. Powers & Associates** – Caroline Weston is an Assistant Project Manager with one year of experience preparing various environmental documents including Environmental Impact Reports, Initial Studies, and Categorical Exemptions, and Categorical Exclusions under NEPA. Her responsibilities would include conducting research to support the analysis of the environmental review, assisting the Project Manager in preparing the Initial Study, and assisting in final report production.

*Similar Project Experience: City of Cupertino Bicycle Master Plan Initial Study; Cupertino, CA, McClellan Ranch Preserve Structure Removal and Parking Lot Construction Initial Study, Cupertino, CA; Del Monte Park Sports Fields, San José, CA; Reed & Grant Sports Fields, Santa Clara, CA; San Tomas/Monroe Park Initial Study, Santa Clara, CA; and 31<sup>st</sup> and Alum Rock Avenue Park, San José, CA.*



*Creek High School Field Lights Noise Study, San Jose, CA; Santa Teresa High School Field Lights Noise Study, San Jose, CA*

**Zachary Matley, Associate Principal, W-Trans (Transportation)** - Mr. Matley has 17 years of experience in working on a wide range of transportation-related projects throughout Sonoma County and California, focusing on projects that require a creative approach to solving circulation problems. He manages some of the firm's larger projects that have an emphasis on mixing various transportation modes, reallocate roadway space to improve pedestrian and bicycle circulation while maintaining traffic flow, involve the analysis and design of modern roundabouts, and involve parking issues. He leads much of W-Trans's work on Station Area Plans, General Plans, and associated EIRs and environmental documents. His background and experience bring together the planning and engineering disciplines, providing an understanding of transportation policies as well as the operational and design aspects of transportation facilities.

*Similar Project Experience: Petaluma Riverfront Development Traffic Impact Study, Petaluma, CA; Santa Rosa Avenue Streetscape Project, Santa Rosa, CA; Northwest Santa Rosa Circulation Study, Santa Rosa, CA; Rohnert Park Northwest Specific Plan Traffic Impact Study, Rohnert Park, CA; Windsor Station Area Specific Plan Parking Analysis, Windsor, CA*



# David J. Powers & Associates, Inc.

## Section 2 – Work Plan



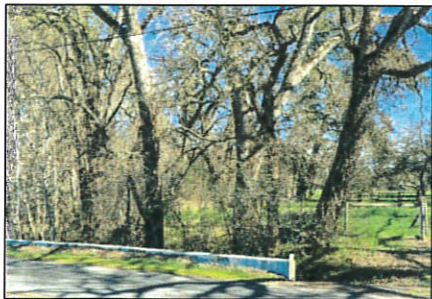
DJP&A proposes the following work plan to complete the project-level Initial Study (IS) and related studies and documents for the Roseland Creek Community Park Master Plan project in the City of Santa Rosa. This section also includes our project understanding and the project schedule for completion of the IS and Negative Declaration (ND) or Mitigated ND (MND). The IS will be prepared in accordance with CEQA and the City of Santa Rosa's standards.

### ■ PROJECT UNDERSTANDING

The approximately 19.54-acre project site consists of three City-owned parcels located at 1027 McMinn Avenue, and 1360 and 1400 Burbank Avenue, and one privately owned parcel located at 1370 Burbank Avenue in the Roseland area of Southwest Santa Rosa, Sonoma County. The environmental analysis for the project will incorporate all four parcels, however, access to the privately owned parcel may be limited and is subject to City approval.



The project site would be improved from its current informal park use to a new community park near the northern end of Burbank Avenue located directly south of Hughes Avenue in the Roseland neighborhood. The proposed park would include a fitness course, a group picnic area, a dog park, bathrooms, parking, an open turf area, and a paved trail with bridge crossings over Roseland Creek. Unoccupied residences, located at the most northerly and southerly parcels, are planned to be demolished during future project construction. Surrounding land uses include residences to the north, south, and east, and Roseland Creek Elementary School to the west of the project site.



The project site is located in an unincorporated pocket of Santa Rosa and thus has land use designations in both the County of Sonoma and the City of Santa Rosa. In the City's General Plan, the project site is designated as *Medium - Density Residential* (8.0-18.0 units per acre). The project site is also identified as a proposed *Community Park*. The Sonoma County General Plan land use designation for the project site is *Urban Residential* with 10 units per acre. The City of Santa Rosa Zoning Ordinance designates the project site as *County*. The Sonoma County Zoning Ordinance designates the project site as RR B6 10 (*Rural Residential*) with

an overlay of *VOH, Valley Oak Habitat Combining District*. The *Rural Residential* designation is intended to preserve the rural character and amenities of lands best utilized for low density residential development. The B6 10 AC density designation references the B6 combining district with dwelling unit densities not less than 10 units per acre. The *VOH* designation is intended to enhance and protect valley oak woodlands.

Based on the conceptual site plan dated February 2016, the project would include parking, a bike lane, planters, and a fitness course on the northwestern portion of the property. The northerly portion of the site located north of Roseland Creek would be developed with park facilities including an outdoor classroom, a dog park, a group picnic area, a parking area, a nature center, and restrooms as part of Phase 1 of the project. The southern portion of the site located south of Roseland Creek would be developed with an open turf area, a picnic area, a sports court, a nature themed play and fitness area, and paved trail.





■ RUMRILL PARK INITIAL STUDY/NEGATIVE DECLARATION

**Lead Agency:** City of San Pablo, Department of Public Works  
**Contact:** Adele Ho, Public Works Director  
**Address:** 13831 San Pablo Avenue, Building #3, San Pablo, CA 94806  
**Phone:** (510) 215-3030  
**Budget:** \$33,585

In 2012, David J. Powers & Associates, Inc. prepared an Initial Study/Negative Declaration (IS/ND) for the proposed construction of a public park on an approximately 4.5-acre site in the southwestern part of the City, west of Rumrill Boulevard. The proposed project includes three youth soccer fields, a practice field, bathrooms, a playground, picnic



tables, barbeques, parking, lighting, bleachers, fencing and landscaping. The construction of the project will be funded by a Proposition 84 grant obtained by the City from the State of California. The property was previously owned by Burlington Northern & Santa Fe Railroad (BNSF) and used as a maintenance support facility. The primary environmental issues discussed in the Initial Study included air quality, hazardous materials, and traffic. Jodi Starbird was the Principal for the Rumrill Park Initial Study and provided guidance during negotiations with the State Department of Toxic Substances Control (DTSC).

■ CREEKSIDE PARK RENOVATION INITIAL STUDY

**Lead Agency:** County of Marin, Department of Parks and Open Space  
**Contact:** Steve Petterle, Principal Park Planner  
**Address:** 3501 Civic Center Dr., Room 260, San Rafael, CA 94903  
**Phone:** (415) 499-6387  
**Contract:** \$15,632

In 2010, David J. Powers & Associates, Inc. prepared an Initial Study (IS) to support a Mitigated Negative Declaration for the renovation of the 28.5-acre Creekside Park in Marin County. The IS evaluated the environmental impacts that might reasonably be anticipated to result from the construction of improvements to an existing park located adjacent to wetlands and Corte Madera Creek. The primary environmental issues discussed in the Initial Study included water quality, air quality, cultural resources and biological resources. Will Burns was the Project Manager and Jodi Starbird was the Principal for the Creekside Park Renovation Initial Study. Community involvement was vital for project development and improvement.



■ SUPPORTING DOCUMENTS

The following work scope was prepared based upon a review of the project information provided in the Request for Proposal (RFP), consultation with technical subconsultants, and DJP&A's past experience with similar projects. DJP&A proposes to assist the City in preparing the Initial Study (IS) for the project, as well as related technical reports and documents including:

- Biological Resources Assessment
- Arborist Report
- Circulation and Parking Assessment
- Phase II Environmental Site Assessment
- Negative Declaration (ND) or Mitigated ND and Notice of Intent to Adopt an ND/Mitigated ND
- Notices of Completion and Determination
- Mitigation Monitoring and Reporting Program

■ INITIAL STUDY PREPARATION

**Project Initiation**

At the initiation of the environmental review process, DJP&A proposes a kick-off meeting with City Staff and the design team to discuss the project and key environmental issues, and to confirm the technical approach. The schedule for the Initial Study preparation will be discussed and finalized based on City Staff and design team input.

**Project Description**

Pending completion of the 30 percent design plans, DJP&A will draft a detailed description of the proposed project, including the physical characteristics of the proposed park uses and amenity spaces. The project description will also include necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

**Existing Setting, Impacts, and Mitigation Measures**

The IS will provide: 1) a detailed description of the existing project setting; 2) impacts that may result from the proposed project; and 3) feasible mitigation measures to avoid or reduce impacts to a less than significant level. In each section of the IS, the project's consistency with applicable plans and policies will be discussed. Particular attention will be given to inconsistencies, if any are identified, and the likelihood that such inconsistencies might result in significant adverse environmental effects. The IS discussion will reflect information from technical analyses prepared by DJP&A's subconsultants. The primary issues anticipated in the IS are described below.

**Biological Resources**

The project site includes a reach of Roseland Creek which meanders through the 1400 and 1370 Burbank Avenue parcels. The IS will evaluate the biological resources and existing trees on the property based upon a Biological Resources Assessment (BRA) and an Arborist Report completed by *WRA, Inc.* The BRA report will provide the biological information that is necessary to complete environmental review and also to support regulatory agency





on the site to determine the extent of agricultural pesticide contamination and contamination associated with the LUST cases using recommended soil handling techniques. Clean-up protocols in light of the use of the site as a park will be described. Mitigation measures will also be identified in the IS, as appropriate.

### **Noise**

The project site is located in an existing residential area of Santa Rosa. Based on a review of the General Plan noise contours, noise levels from traffic in the project area would be in the 60 to 65 dBA  $L_{dn}$  range on the project site. The City of Santa Rosa considers playgrounds and neighborhood parks to be compatible and normally acceptable where noise levels are less than 70 dBA  $L_{dn}$ . The IS will describe potential noise levels from the public's ongoing use of the proposed park amenities as well as temporary construction activities based on existing information for similar park projects. As an optional task (See Attachment 2), a noise assessment could be completed to measure intermittent noise levels from park operations where proposed public gathering spaces are located adjacent to existing residences, if desired by the City. Mitigation measures for significant impacts will be identified, as needed.

### **Transportation**

The City Traffic Engineering Division previously determined that the proposed project would not generate a significant amount of traffic or adversely impact traffic on local streets. As an optional task (See Attachment 2), *W-Trans* could complete a transportation analysis to review local circulation and multi-modal facilities/plans in the project area. Although not a CEQA issue, a parking evaluation could also be prepared as an optional task (See Attachment 2). The parking evaluation would address potential community concerns related to increased use of the park and the effects of parking due to proposed public gathering spaces near existing residential neighborhoods. In the event further traffic studies are not desired for the project, the transportation discussion in the IS will be based on existing information/studies provided by the City to DJP&A. Mitigation measures for significant impacts will be identified, as needed.

### **Other Potential Environmental Issues**

Other environmental factors are included in the environmental checklist in Appendix G of the CEQA Guidelines. In addition to the issues described above, DJP&A will address other environmental issues including aesthetics, agricultural and forestry resources, air quality, geology and soils resources, greenhouse gas emissions, land use, mineral resources, population and housing, public services, recreation, and utilities. Other sections will be based upon existing available information, including information in the Santa Rosa General Plan and associated EIR.

Upon completion of the Administrative Draft Initial Study, DJP&A will print up to five (5) copies of document for the City's review and provide an electronic copy in Word and PDF formats. Following revision of the Administrative Draft IS, a Screencheck IS will be submitted electronically to the City for review and approval. The Initial Study will then be printed and up to 35 copies provided to the City for circulation to interested parties. This scope of work includes up to eight (8) hours for responses to comments received on the Initial Study. DJP&A will submit the IS/MND to the State Clearinghouse on behalf of the City and prepare the Notice of Completion.

### **Meetings**

This scope of work includes DJP&A attendance at up to three coordination meetings (including the project kickoff meeting). DJP&A will also attend two public hearings on the project and provide technical information on the IS, if desired by the City. If DJP&A attendance is requested at additional meetings, we can do so on a time and materials basis in accordance with the charge rates shown in our cost proposal.





No lawsuit has ever been filed against DJP&A in the company's history. Several projects for which DJP&A has assisted lead agencies with preparation of environmental documents have, however, been the subject of litigation by parties opposed to one or more aspects of a given project. Such litigation was not filed against DJP&A and, therefore, no claim or settlement has ever been paid by DJP&A or its insurers in the company's history.

In the past five years, several of the projects for which DJP&A prepared environmental documents received opposition and ultimately resulted in a lawsuit against the Lead Agency. They are as follows:

- **San José Envision 2040 General Plan (San José)** – In 2011, DJP&A prepared an EIR on the comprehensive update to the City of San Jose's General Plan. A citizen filed a CEQA lawsuit, arguing that the EIR was deficient in several areas. In 2015, a Superior Court judge ruled that the discussion of greenhouse gases was inadequate. The City, with DJP&A assistance, prepared a Supplemental EIR to address this deficiency.
- **Monta Vista High School and Lynbrook High School Sports Fields Improvements and Lighting Projects (Fremont Union High School District)** – In 2012, a court ruled that the District did not adequately show the analytic route that led to their conclusion that a reduced use alternative transformed a significant, unavoidable noise impact to a less than significant one. The District, with DJP&A assistance, prepared Recirculated EIRs that concluded that the projects' noise impacts were significant and unavoidable. The Court was satisfied that the District complied with the directives in the writs and they were discharged.
- **San José International Airport Master Plan (San José)** – In 2013, DJP&A prepared an EIR Addendum to address a proposed corporate jet facility. An existing business entity at the Airport subsequently filed suit against the City, arguing that a new EIR should have been prepared. In 2014, a Superior Court judge ruled that the preparation of the EIR Addendum was proper. The decision was appealed and the outcome is still pending.
- **State Route 1 Widening Project (Pacifica)** – In 2013, DJP&A assisted the City of Pacifica in preparation of an EIR/EA for a Caltrans project to widen State Route 1 within the City of Pacifica from four to six lanes. A citizens group that was opposed to the project filed a legal action challenging the certification of the EIR/EA, arguing that the document was deficient in several areas. In 2015, a Superior Court judge upheld the adequacy of the EIR. Subsequent to this, the same group filed another lawsuit with the U.S. District Court challenging the adequacy of the document under NEPA, and that case is still pending.

DJP&A has not violated any federal, state, or local regulation and laws within the last three years. The firm and its subconsultants have no arrangements with other firms that could pose a conflict of interest in completing the proposed scope of services.



DJP&A has over 40 years of experience working on various multi-disciplinary park and community projects.

- **SOUTHEAST QUADRANT SPORTS FIELDS**
- **AGNEWS EAST PARKLANDS**
- **CAMDEN COMMUNITY CENTER PROJECT**
- **COYOTE CREEK TRAIL**
- **MORGAN HILL TRAILS MASTER PLAN**
- **KING CITY BIKE TRAIL PHASE II**
- **SAN FRANCISCO 49ERS STADIUM**
- **AQUAMAIDS**
- **SCENIC CIRCLE TRAIL CONNECTION**
- **COOLEY LANDING PARK**
- **FARM NEIGHBORHOOD PARK AND COMMUNITY CENTER MASTER PLAN**
- **SHORELINE MAINTENANCE STORAGE PLAN**
- **TULLY ROAD MULTI-USE MASTER PLAN FACILITY**
- **LOS GATOS CREEK TRAIL EXTENSION PROJECT**
- **STONEGATE SKATEPARK PROJECT**
- **MORGAN HILL AQUATIC CENTER COMPLEX**
- **EDMUNDSON COMMUNITY PARK MASTER PLAN INITIAL STUDY**
- **GUADALUPE GARDENS MASTER PLAN**
- **LAURELWOOD PARK AND SUGARLOAF MOUNTAIN OPEN SPACE MASTER PLAN**
- **EDMUNDSON-IRC BIKE PATH**
- **BERNAL PARK**
- **GARDNER CENTER MASTER PLAN**
- **GUADALUPE RIVER REACH 12 TRAIL IS**
- **LOS ALTOS COMMUNITY SWIM CENTER**
- **RED MORTON COMMUNITY PARK FIELD LIGHTING**





■ NOISE CONSTRAINTS MEMO

If desired by the City, a Noise Constraints Memo could be completed to document existing and proposed noise levels in the project area. The memo would analyze how proposed park uses such as the planned public gathering and shaded pavilion at the northeast corner of the park could result in elevated intermittent noise levels adjacent to existing residences. The report would identify typical noise levels from the proposed uses and potential increases in noise levels resulting at the rear yards of the residences. In the event significant noise level increases are anticipated, alternative locations for such uses within the park would be identified.

■ TRAFFIC STUDY

If desired by the City, a Transportation Analysis could be prepared by W-Trans to document transportation and circulation for the project area. Data from the Santa Rosa Roseland Area Specific Plan (SRRASP) including existing and planned pedestrian and bicycle facilities, as well as weekday peak hour traffic data for the intersections of Burbank Avenue at Sebastopol Road and Hearn Avenue would be used. Based on the size and proposed programming at the park, weekday and weekend peak hour trip generation will be determined, and park-related traffic distributed to the surrounding street network to assess potential traffic impacts during the weekday p.m. and weekend midday peak hours. The intersections will be evaluated under Existing, Existing plus Project, Future, and Future plus Project conditions. The project's accommodation of pedestrian, bicycle, and transit modes will be evaluated, considering how park users would interface with or connect to existing and planned pedestrian and bicycle facilities. Particular attention will be placed on locations where major park access points or trails cross public streets, and the adequacy of pedestrian and/or bicycle facilities at these locations. Saturday midday peak hour impacts can also be determined if desired by the City. Mitigation measures will be identified for any impacts to motorized and non-motorized circulation that are anticipated to occur as a result of the proposed project.

■ PARKING STUDY

If desired by the City, a parking analysis could be completed for the proposed park uses. Parking occupancy surveys can be conducted on McMinn Avenue between Hughes Avenue and Delport Avenue during a four-hour period on a Saturday (note that there is currently no on-street parking on Burbank Avenue). This period typically captures a peak activity time at parks, and is also a period when both resident and visitor-related parking activity is high in adjacent neighborhoods. Parking occupancy data collection will include an estimate of the number of available on-street spaces, as well as the peak number of parked vehicles observed per hour.

A brief evaluation of the project's potential parking demand and influences on surrounding public street parking will be conducted, focusing on the potential change in on-street parking utilization. The parking assessment will focus on the Saturday midday peak period, including assessment of how demand may fluctuate on a typical weekend versus a peak summertime weekend. As with the traffic analysis, this assessment will be customized to reflect the anticipated facilities and programming at the park.



# David J. Powers & Associates, Inc.

## Section 6 – Cost Proposal



Based on our understanding of the project, the cost for preparation of the Initial Study is estimated not to exceed **\$146,960**. All costs will be charged on a time and materials basis, commensurate with work completed, in accordance with the charge rates outlined on the following page. If DJP&A does not need all the time that has been budgeted, we will only bill for the time actually spent completing the work.

This proposal assumes that no issues that arise would require any additional technical analysis or documentation (including NEPA analysis due to the involvement of a federal agency). In the event that additional technical analysis is required, we can complete that work on a time and materials basis, upon your authorization. Project description changes after work commences on the 30 percent construction drawings may have schedule and budget implications.

<b>Cost Estimate</b>	
<b>David J. Powers &amp; Associates, Inc.</b>	
In-house Staff – Preparation of IS, Notices, Responses to Comments, MMRP, meeting attendance, and project management	\$ 38,780
Principal PM – 36 hours @ \$225/hr	
Project Manager – 118 hours @ \$155/hr	
Asst. Project Manager – 96 hours @ \$115/hr	
Graphic Artist – 15 hours @ \$90/hr	
Reimbursables (mileage, reproduction, noticing and courier services)	\$ 2,931
<i>DJP&amp;A Subtotal</i>	<b>\$ 41,711</b>
<b>Subconsultants<sup>1</sup></b>	
WRA, Inc. (Biological Resources Assessment, Tree Survey)	\$ 19,752
WRA, Inc. (Permitting)	\$ 17,250
WRA, Inc. (Construction Monitoring)	\$ 13,280
ATC Associates, Inc. (Phase II Environmental Site Assessment)	\$ 24,150
<i>Subconsultant Subtotal</i>	<b>\$ 74,432</b>
<b>Total</b>	<b>\$ 116,143</b>
<i>Optional Task (Illingworth &amp; Rodkin: Noise Constraints Memo)</i>	\$ 4,600
<i>Optional Task (W-Trans: Traffic Study)</i>	\$ 8,510
<i>Optional Task (W-Trans: Parking Study)</i>	\$ 4,347
<i>Total w/ Optional Tasks</i>	\$ 133,600
<b>Total with 10% Contingency</b>	<b>\$146,960</b>

Note: <sup>1</sup> All subconsultant and reimbursable costs include our standard 15 percent administration fee.

For a full breakdown of the costs by task, please see enclosed worksheet.

Estimated Initial Study Budget for: **Roseland Creek Community Park Master Plan**

Date Created: October 27, 2010  
 Job #: 16-029  
 Client Name: City of Santa Rosa

Est Start Date (Month/Year):                       
 % Chance of Getting Work:                       
 Est. Date of Completion:                     

Enter staff name -> Enter staff title (full title, no abbreviations) -> Enter charge rates for staff title -> Tasks	Jodi Starbird Principal Project Manager \$225		Mike Campbell Project Manager \$155		Caroline Weston Assistant Project Manager \$115		Zach Dill Graphic Designer \$90		Total By Task	
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>A. Billable Scoping</b>										
Research		\$ -	2	\$ 310	2	\$ 230		\$ -	4	\$ 540
Site Visit		\$ -	3	\$ 465	2	\$ 230		\$ -	5	\$ 695
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
<b>Subtotal A =</b>	<b>0</b>	<b>\$ -</b>	<b>5</b>	<b>\$ 775</b>	<b>4</b>	<b>\$ 460</b>	<b>0</b>	<b>\$ -</b>	<b>9</b>	<b>\$ 1,235</b>
<b>B. Administrative Draft Initial Study</b>										
Project Description	1	\$ 225	2	\$ 310	4	\$ 460	2	\$ 180	9	\$ 1,175
Aesthetics		\$ -	2	\$ 310	3	\$ 345		\$ -	5	\$ 655
Agricultural and Forestry Resources		\$ -		\$ -	2	\$ 230		\$ -	2	\$ 230
Air Quality		\$ -	2	\$ 310	3	\$ 345		\$ -	5	\$ 655
Biological Resources	2	\$ 450	4	\$ 620	6	\$ 690	2	\$ 180	14	\$ 1,940
Cultural Resources		\$ -	2	\$ 310	4	\$ 460		\$ -	6	\$ 770
Geology and Soils		\$ -	1	\$ 155	2	\$ 230		\$ -	3	\$ 385
Greenhouse Gas Emissions		\$ -		\$ -	2	\$ 230		\$ -	2	\$ 230
Hazards and Hazardous Materials	2	\$ 450	3	\$ 465	5	\$ 575		\$ -	10	\$ 1,490
Hydrology and Water Quality	2	\$ 450	2	\$ 310	4	\$ 460		\$ -	8	\$ 1,220
Land Use		\$ -	1	\$ 155	4	\$ 460		\$ -	5	\$ 615
Mineral Resources	1	\$ 225		\$ -	2	\$ 230		\$ -	3	\$ 455
Noise	1	\$ 225	2	\$ 310	2	\$ 230		\$ -	5	\$ 755
Population and Housing		\$ -		\$ -	3	\$ 345		\$ -	3	\$ 345
Public Services		\$ -	2	\$ 310	1	\$ 115		\$ -	3	\$ 425
Recreation		\$ -		\$ -	2	\$ 230		\$ -	2	\$ 230
Transportation		\$ -	4	\$ 620	2	\$ 230		\$ -	6	\$ 850
Utilities and Service Systems		\$ -	3	\$ 465	4	\$ 460		\$ -	7	\$ 925
Mandatory Findings of Significance		\$ -	3	\$ 465		\$ -		\$ -	3	\$ 465
Checklist / References / References CD		\$ -		\$ -		\$ -	5	\$ 450	5	\$ 450
Graphics / PDF Production		\$ -		\$ -		\$ -		\$ -	0	\$ -
Quality Assurance	6	\$ 1,350	6	\$ 930	2	\$ 230		\$ -	14	\$ 2,510
Report Production		\$ -	2	\$ 310	4	\$ 460	3	\$ 270	9	\$ 1,040
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
<b>Subtotal B =</b>	<b>15</b>	<b>\$ 3,375</b>	<b>41</b>	<b>\$ 6,355</b>	<b>61</b>	<b>\$ 7,015</b>	<b>12</b>	<b>\$ 1,080</b>	<b>129</b>	<b>\$ 17,825</b>
<b>C. Revisions/Preparation of Initial Study</b>										
Revisions to ADIS / Preparation of Screencheck IS	2	\$ 450	8	\$ 1,240	4	\$ 460	3	\$ 270	17	\$ 2,420
Revisions to Screencheck IS / Preparation of IS		\$ -	8	\$ 1,240	4	\$ 460		\$ -	12	\$ 1,700
Quality Assurance & Report Production	4	\$ 900	4	\$ 620	3	\$ 345		\$ -	11	\$ 1,865
MMRP		\$ -	2	\$ 310	5	\$ 575		\$ -	7	\$ 885
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
<b>Subtotal C =</b>	<b>0</b>	<b>\$ 1,350</b>	<b>22</b>	<b>\$ 3,410</b>	<b>16</b>	<b>\$ 1,840</b>	<b>3</b>	<b>\$ 270</b>	<b>47</b>	<b>\$ 6,870</b>
<b>D. Project Management/Lead Agency Assistance</b>										
Project Management/Coordination		\$ -	10	\$ 1,550		\$ -		\$ -	10	\$ 1,550
Rick-off and Coordination Meetings	9	\$ 2,025	9	\$ 1,395	9	\$ 1,035		\$ -	27	\$ 4,455
Responses to Comments	1	\$ 225	3	\$ 465	4	\$ 460		\$ -	8	\$ 1,150
Public Hearings		\$ -		\$ -		\$ -		\$ -	0	\$ -
Preparation of Notices (NOI, NOD)	11	\$ 225	8	\$ 1,240	2	\$ 230		\$ -	21	\$ 2,495
Construction Mitigation Monitoring	4	\$ 900	20	\$ 3,100		\$ -		\$ -	24	\$ 4,000
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
		\$ -		\$ -		\$ -		\$ -	0	\$ -
<b>Subtotal D =</b>	<b>15</b>	<b>\$ 3,375</b>	<b>50</b>	<b>\$ 7,750</b>	<b>15</b>	<b>\$ 1,725</b>	<b>0</b>	<b>\$ -</b>	<b>80</b>	<b>\$ 12,850</b>
<b>In-house Subtotal (A-D) =</b>	<b>30</b>	<b>\$ 8,100</b>	<b>118</b>	<b>\$ 18,200</b>	<b>96</b>	<b>\$ 11,040</b>	<b>15</b>	<b>\$ 1,350</b>	<b>265</b>	<b>\$ 38,780</b>

Reimbursable Expenses	Expenses	# of copies	Cost	Cost + Percent Mark-Up	Cost assumptions per copy	
					Per Initial Study	Per CD copy
	Copies of ADIS	5	\$ 125	15%		
	Copies of Screencheck		\$ -			25.00
	Copies of Initial Study	38	\$ 950			
	Copies of CDs	43	\$ 430			10.00
	Counter Services		\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
	<b>Reimbursable Subtotal =</b>				<b>\$ 2,705</b>	<b>\$ 2,931</b>

Subconsultant Costs	Subconsultant Name/Company	Type of Work	Contract Amount w/ Sub	Percent Mark-Up 15%	Total Including Mark-Up	
	AIC Associates	Phase II ESA	\$ 21,000	\$ 3,150.00	\$ 24,150.00	
	WRA	GRA and Tree Survey	\$ 17,176	\$ 2,576.40	\$ 19,752.40	
	WRA	Permitting	\$ 15,000	\$ 2,250.00	\$ 17,250.00	
	WRA	Monitoring	\$ 11,548	\$ 1,732.20	\$ 13,280.20	
	W-Trans (Optional Task)	Traffic Study	\$ 7,400	\$ 1,110.00	\$ 8,510.00	
	W-Trans (Optional Task)	Parking Study	\$ 3,780	\$ 567.00	\$ 4,347.00	
	Bingworth & Rodkin (Optional Task)	Noise Evaluation	\$ 4,000	\$ 600.00	\$ 4,600.00	
	<b>Subconsultant Subtotal =</b>			<b>\$ 79,904.00</b>	<b>\$ 11,985.60</b>	<b>\$ 91,889.60</b>

Total (In-house + Reimbursables + Subconsultants) = \$ 133,600

Total Plus 10% Contingency = \$ 146,960