

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Dudek, a California Corporation ("Consultant").

R E C I T A L S

A. City desires to prepare an Environmental Impact Report (EIR) for The Woodlands project located along both sides of Chanate Road and Cobblestone Drive, west of Hidden Valley Drive, north of Rolling Hill Drive and east of Sycamore Avenue and Nielsen Court, in the City of Santa Rosa, County of Sonoma, California, Assessor's Parcel Numbers 173-130-038, 180-090-001, 180-090-002, 180-090-003, 180-090-004, 180-090-005, 180-090-006, 180-090-008, 180-090-009, 180-090-010, 180-090-029.

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 three-hundred eighty-nine thousand, seven-hundred and eighty-five dollars and no cents (\$389,785.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 08071.

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:

Kristinae Toomians, Senior Planner
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
T: 707-543-4692

Consultant Representative:

Katherine Waugh, Senior Project Manager
1904 Franklin Street, Suite 600
Oakland, California 94612
T: 510-601-2500

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 during the period, or 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 June 1, 2026.

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 X 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, photostatting, 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) 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.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Dudek

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

By: _____

Print

Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

06525590

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services & Compensation

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Background and Project Summary

Understanding of the City

The approximately 72-acre site is located in the eastern portion of the City of Santa Rosa (City) generally west of Hidden Valley Drive, north of Rolling Hill Drive, and east of Sycamore Avenue and Nielson Court. The site consists of a more rural, forested landscape bisected by Chanate Road. A portion of the Woodlands Project (Project) site was formerly a medical campus that includes the County Hospital constructed in 1936 along with a number of ancillary buildings. Most of these buildings are vacant and no longer occupied. Other uses on the site include the County Morgue, Public Health Laboratory, Bird Rescue Center, a women's shelter, an assisted living facility, and a small cemetery. Nearby uses primarily include residential neighborhoods. The Project applicant, Chanate Development Group, LLC, is requesting a General Plan Amendment to the City's 2035 General Plan to change the underlying land use designation of Public/Institutional to Residential Low Density, Medium Density, and Medium-Low Density and a rezone to be consistent with the land use designations. Future residential developers would need to submit tentative maps for City review and approval, and it is assumed that any subsequent California Environmental Quality Act (CEQA) documents would tier from the Environmental Impact Report (EIR) prepared for the Project.

Approach

We are assuming that the EIR required for this Project will be a program EIR (CEQA Guidelines Section 15168) that will evaluate a General Plan Amendment and rezone changing the land use designation from Public/Institution to Low and Medium Density residential. To capture the full extent of potential impacts, buildout under the maximum allowed density would be assumed. The requested approvals are fairly general, and it is assumed project-level plans, development details, and other project-specific information, such as subdivision mapping, may be provided in subsequent applications. A program EIR is well suited to this situation, as it does not require the level of detail that is typically found in a project-level EIR and provides a straightforward approach for streamlining subsequent approvals. The goal will be to cover as comprehensively as possible proposed uses in as much detail as available to identify potential impacts enabling subsequent CEQA documents to easily tier from the analysis.

Methodology

To prepare the environmental evaluation, Dudek will rely on technical reports prepared by the applicant team; the City's General Plan, General Plan EIR, Municipal Code, and other development standards or requirements; applicable state and local laws and/or regulations; modeling results; other relevant documents and resources from state and local agencies; aerial imagery; and a site visit to understand and document the existing environmental baseline against which project-related impacts are compared and the regulatory setting. It is assumed that the Project would comply with relevant federal and state laws and regulations, relevant City General Plan policies, City ordinances, other adopted City documents, policies, and development standards. Therefore, such mandatory policies, ordinances, and standards will not be identified as mitigation measures, but rather will be discussed as part of the "Regulatory Setting" governing the Project. The impact analysis will recognize potential environmental effects that could occur in the absence of compliance with these requirements and describe how regulatory compliance would

avoid such effects. Feasible and effective mitigation measures, including alternative measures where possible, will be identified for any significant or potentially significant impacts that cannot be mitigated through compliance with an existing laws, policies, ordinances, or requirements.

Scope of Services and Objectives

Dudek’s Scope of Services for this EIR includes preparing a Notice of Preparation (NOP), assisting City staff in holding a public scoping meeting, and preparing an Administrative Draft EIR, Screencheck Draft EIR, Public Review Draft EIR, Administrative Draft Final EIR, Screencheck Final EIR, Final EIR, and Mitigation Monitoring and Reporting Program (MMRP). We are assuming all internal deliverables will be submitted to City staff, which would also include the applicant team if requested by the City. The following tasks describe how Dudek will prepare the EIR.

Dudek will provide the highest quality services to ensure that the City’s objectives are attained. We will prepare a thorough and easily understood EIR that clearly addresses the community’s environmental concerns. The EIR will be programmatic in nature but will present a high level of detail so that it serves as a first tier document that effectively streamlines review of individual development projects under the proposed land use and zoning designations. Dudek will also ensure efficiency in this process by making the best use of existing information from technical studies prepared for the project site as well as City and regional planning documents. Finally, our proactive project management style and protocols will ensure that we meet the City’s schedule goals and the project is completed within budget.

Task 1: Project Initiation

Kickoff Meeting

Dudek Project Manager Katherine Waugh will attend a virtual project kickoff meeting with City staff to discuss the approach and format of the EIR, project description/components, issues to be evaluated, public concerns, project alternatives, any project-related concerns or technical issues, thresholds of significance, project schedule, communication protocol, consultation with responsible and other agencies, and information needs. Dudek regards this task as a key component of successfully launching the work effort, and we look forward to discussing any key environmental issues and setting the stage for a successful CEQA review process.

Task 1 Deliverables

- Data Needs Request and draft schedule

Task 2: Peer Review Technical Reports

Dudek staff will peer review the technical reports prepared for the Project. Based on the Request for Proposals, the following reports are in the process of being prepared: Arborist, Biological Resources, Transportation, and Geotechnical. A Cultural Resources Report (assumed to also include an assessment of the historic eligibility of the buildings onsite), Phase 1 Environmental Site Assessment (ESA), and Fault Investigation have been prepared and may require updating. All the reports will be reviewed for adequacy to support the environmental analysis. Dudek’s technical staff will prepare a peer review memoranda summarizing any missing information or concerns regarding

the technical reports as part of this task. For the purposes of this scope of work, it is assumed that the report authors will provide any updates to the reports if required.

Task 2 Deliverables

- Peer review memoranda

Task 3: Project Description

Dudek will prepare a draft project description for City review. The project description will briefly summarize the Project's history, the history of the project site, general conditions present within the project boundaries, project objectives, and surrounding land uses.

A draft of the project description will be provided to City staff for review prior to commencing work on EIR sections to verify that the project description is stable and accurately represents the Project. We will prepare a draft project description and a revised project description under this task. If necessary, minor additional edits to the project description will be made as part of EIR preparation.

Task 3 Deliverables

- Draft and final project description

Task 4: Notice of Preparation

Dudek will prepare the NOP for circulation to public agencies, interested individuals, and the State Clearinghouse. Dudek will prepare a draft version of the NOP for internal City review. The NOP will briefly describe the Project and will identify potentially significant environmental effects that will be analyzed in the EIR. Other than eliminating the topic of mineral resources with a brief statement in the NOP, we expect to prepare a full-scope EIR, thus no Initial Study will be prepared. Upon receipt of any City comments, Dudek will update the NOP for public review. It is assumed that only two versions of the NOP will be submitted for internal review.

Dudek will prepare the Notice of Completion (NOC) and project summary for submittal to the Office of Planning and Research. If requested, Dudek can upload the documents to start the NOP public comment period.

Dudek will prepare a one-page public notice for the City to mail to responsible and trustee agencies, organizations, and the public regarding release of the NOP and the scoping meeting. The City will hold an in-person scoping meeting to solicit verbal comments on the Project from agency staff and the public. Dudek will prepare project graphics, a one-page project overview, sign-in sheets, and comment cards for the scoping meeting. It is assumed that City staff will secure the meeting space and Dudek staff will prepare a brief PowerPoint presentation for the meeting (alternatively, the meeting can be held as an open house format). Dudek will take notes and provide a written summary of verbal and written comments received.

Task 4 Deliverables

- Administrative draft, screencheck draft, and public version of the NOP
- NOC
- Public notice
- Graphics, sign-in sheets, comment cards, project summary

Task 5: Administrative Draft EIR

The Dudek team will prepare an Administrative Draft EIR for City review. The Administrative Draft EIR technical sections will incorporate information from technical studies, background research conducted by Dudek, existing City planning documents and ordinances, and site visits. Each section will describe the regional setting and project site and nearby features, which will constitute the baseline conditions for the evaluation of impacts. Existing federal, state, and local laws and regulations, including General Plan goals, policies, and implementation programs; the Municipal Code; other City planning documents; and regional planning and resource management documents, will be reviewed and summarized as applicable in the regulatory setting of each technical section of the EIR. The methods of analysis and standards of significance used for determining impacts of the Project will be explicitly described, including any assumptions that are important to understand the conclusions of the analysis. For any significant or potentially significant impacts, mitigation measures to reduce those effects will be recommended. Whenever possible, we will also identify equally effective alternative mitigation measures to allow the City to select the most feasible measures at the time of Project approval. Responsible agencies will be consulted during the scoping and EIR process, as appropriate.

The Administrative Draft EIR will include the following:

- **Executive Summary.** Presents an overview of the results and conclusions of the environmental evaluation and a summary table that identifies Project impacts, feasible mitigation measures, and the level of significance both before and after mitigation.
- **Introduction.** Describes the CEQA process, type of environmental document, areas of concern identified as part of the NOP public review process, and general Project background/history.
- **Project Description.** Describes the Project history and the history of the site, existing conditions present within the Project boundaries, and surrounding land uses. All components of the Project will be described, including any required offsite components. The requested Project entitlements and/or approvals as well as the construction schedule will be discussed.
- **Environmental Analysis.** Contains each of the technical sections as described in the following discussion. The introduction to the environmental analysis will define the baseline conditions of the project site, reflecting both the historical uses and the existing active uses at the site. It will also provide an overview of the cumulative development scenario for the project area.
- **Other CEQA Considerations.** Discusses issues required by CEQA, including irreversible environmental changes, effects not found to be significant, and growth inducement. Cumulative impacts will be included in each technical section in the Environmental Analysis.
- **Alternatives.** Includes analysis of up to three project alternatives, including the required No Project Alternative. The selection of project alternatives will be determined in consultation with City staff.
- **Appendices.** Supporting documentation will be provided in the appendices, including all technical studies prepared for the Project, including air quality modeling outputs, and any new technical studies relied upon for preparation of the EIR.

Environmental Analysis Sections

Aesthetics

Dudek will evaluate potential changes to scenic vistas and to the existing visual character of the project site using photographs of the site taken from public vantage points. The analysis will consider the project site's existing rural and forested conditions and the proposed zoning text amendments to City Code Section 20-28.050 - Scenic Road Combining District to evaluate the project's potential effects to the scenic character of Chanate Road. The City's development standards that would be applicable to the future residential development on the site will be identified. This will include discussions of scale and massing, setbacks, and use of vegetation and other measures to protect scenic views and visual character. This section will also consider the Project's potential to create light or glare that could affect daytime or nighttime views. There are no state scenic highways in or adjacent to the project site; therefore, no impact to views from a scenic highway would occur. Preparation of visual simulations is not included in this scope because no tentative maps, architectural or building plans, and landscape plans are proposed at this time.

Agricultural and Forestry Resources

Dudek will prepare this section by conducting research regarding the soils present at the project site and any historic or recent agricultural uses of the property and adjacent areas. The analysis will document whether the development that would be accommodated under the proposed land use and zoning designations could result in loss of agricultural and forestry resources in the project vicinity.

Air Quality

Dudek will assess the air quality impacts of the proposed project using the significance thresholds in Appendix G of the CEQA Guidelines and the Bay Area Air Quality Management District's (BAAQMD) emissions-based thresholds and guidance, as applicable. The air quality section of the EIR will include a brief discussion of criteria air pollutants, the attainment status of the San Francisco Bay Area Air Basin, and applicable BAAQMD rules and regulations. Dudek will estimate demolition, construction, and project operation emissions of criteria air pollutants using the California Emissions Estimator Model (CalEEMod) and will compare estimated emissions to the BAAQMD thresholds.

Construction Emissions

Criteria Air Pollutants

It is assumed that development of the three neighborhoods would occur over an extended period, with buildout timing dependent on factors such as local economic conditions, market demand, and other financing considerations. The analysis of short-term construction emissions will be based on scheduling information and probable construction developed by the applicant and/or standardized approaches. Dudek assumes up to six CalEEMod runs will be required to adequately evaluate potential construction impacts; up to two modeling runs per neighborhood. If appropriate, Dudek will identify mitigation measures to be incorporated into future development activities at the project site.

Construction Health Risk Assessment

Future construction will also result in a short-term increase in toxic air contaminants (TAC) emissions, specifically diesel particulate matter (DPM) from on-site off-road equipment and heavy-duty trucks. Because there are existing sensitive receptors (residences) are located within 1,000 feet of the project site, Dudek proposes to complete a Construction Health Risk Assessment (HRA) in compliance with BAAQMD recommendations for consideration of potential health risks associated with construction TAC emissions.

Dudek will evaluate the project's potential health risks associated with construction activities using an appropriate exposure period to evaluate short-term emissions increases. Particulate Matter 10 microns or smaller (PM10) will be used as a surrogate for DPM. The dispersion of DPM will be modeled using the American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) dispersion model and the CARB Hot Spots Analysis and Reporting Program Version 2 (HARP2), along with meteorological data provided by BAAQMD for the project area. Additionally, fine particulate matter (PM2.5), which can pose a localized health threat to sensitive receptors at relatively low concentrations, will be estimated. The results will be compared to BAAQMD thresholds for health impacts.

Dudek will also conduct a cumulative health risk assessment evaluating cancer risk, chronic hazard, and PM2.5 for the project residential receptors by identifying existing sources of toxics within the zone of influence of 1,000-foot radius from the property line. Dudek performed a preliminary evaluation of surrounding TAC sources, and the area includes an emergency generator at the Brookdale Senior Living Facility and at the County Morgue that are within the zone of influence but do not exceed the 100 in a million cumulative cancer risk threshold. As such, a refined health risk assessment (e.g., using AERMOD and HARP2) is not included in this scope and budget to evaluate the risk from existing sources of TACs on the proposed residential receptors.

Operational Emissions

CalEEMod will also be used to estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources associated with the project for the estimated build out year. Project-specific values will be used in place of CalEEMod default values when available. The estimated operational emissions will be compared to the significance thresholds established by the BAAQMD. Because the project site is not vacant, emissions from existing uses will be quantified using CalEEMod with standard land uses consistent with the transportation assessment and CalEEMod categories most representative of the existing uses. Dudek will coordinate with the City, EIR team, and W-Trans to establish operational assumptions for the proposed project. Dudek will compare estimated project-generated emissions to the BAAQMD thresholds.

Dudek will qualitatively evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial localized concentrations of air pollutant emissions, specifically carbon monoxide (CO) "hot spots." For budgetary purposes, it is assumed that no quantitative CO hotspot modeling will be required. In addition, Dudek will qualitatively evaluate health effects of criteria air pollutant emissions within the report.

All Appendix G thresholds will be evaluated, including the potential for the project to result in other emissions such as odors or to impede attainment of the current Clean Air Plan.

Biological Resources

Dudek will prepare this EIR section based on the Biological Conditions Report prepared by Charlie Patterson and our peer review of that report completed under Task 2. This section will include analysis of potential impacts to existing biological resources, including special-status species and jurisdictional wetlands and other waters of the United States and waters of the state.

Cultural Resources

Dudek will prepare the cultural resources EIR section based on the research and findings of the Historic Cultural Resources report prepared by Tom Origer and our peer review of that study completed under Task 2, as well as information developed through the SB 18 consultation process. This will include summarizing the ethnographic history of the project region, describing resources known to occur within or adjacent to the project site, and assessing the project's impacts on those resources.

Energy

Dudek will evaluate the energy consumption associated with construction and operation of the project, specifically considering consumption of electricity, natural gas, and petroleum, and determining whether the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Estimates for consumption will be developed using CalEEMod data from the greenhouse gas (GHG) assessment. In developing the project description, we will work with the City and applicant to identify a list of the project's sustainable design and energy conservation measures that will be factored into the GHG emissions modeling.

Geology and Soils

Dudek will describe the geologic and soils characteristics of the project site, including faulting, potential seismic-induced ground failure, slope stability, expansive soils, subsidence, and erosion. In general, geologic and soils impacts would only be considered significant if project implementation would create or exacerbate existing geologic hazards or soil erosion. Impacts of geologic hazards on the project, such as surface fault rupture, would not be considered significant.

Greenhouse Gas Emissions

The City is in the process of developing a Climate Action Plan (CAP) but completion of the CAP is not anticipated until 2025. The BAAQMD adopted new GHG thresholds of significance that requires projects to incorporate design elements that reduce GHG emissions (in lieu of a quantitative threshold) when a lead agency does not have a qualified CAP to tier from. Specifically, for land use development projects to have less than significant GHG impacts they must include all-electric development, meet VMT local/regional targets and include electric vehicle charging consistent with CALGreen Tier 2. Dudek assumes that the project will be able to rely on the BAAQMD's thresholds to determine significance. If after consultation with the City, it is determined that an alternative threshold is required, Dudek will work with the City to determine an appropriate threshold. For budgetary reasons, Dudek assumes that a qualitative standard would be used as an alternative, if needed.

Dudek will provide an estimate of GHG emissions from construction and operation of the project for informational purposes. CalEEMod will be used to estimate GHG emissions; model inputs will be based on the same assumptions used in the air quality analysis.

Hazards and Hazardous Materials

Dudek will prepare this EIR section based on the Phase 1 Environmental Site Assessment prepared by Kleinfelder and our peer review of that report completed under Task 2. The analysis will discuss whether any known hazards and hazardous materials conditions could affect future residential development and identify mitigation measures to address such issues. In addition, this section will discuss the potential of accidental release of hazardous materials during construction and operation and identify typical construction best management practices to minimize such events.

Hydrology, Water Quality, and Drainage

This section will identify and evaluate key hydrologic, hydraulic, groundwater, and surface water quality related issues in the project area and the identified cumulative impact area. This section will include a discussion of existing hydrology and surface drainage, water service and supply, water quality, and flooding and evaluation of impacts to water quality, surface and groundwater consumption, groundwater recharge, changes in drainage patterns, stormwater management, and flooding.

Noise and Vibration

Dudek will review project information, local ordinances, general plan policies, and relevant state and federal guidance that may influence the assessment of noise and vibration impacts attributed to the proposed change in land use and zoning designations.

We will characterize baseline conditions by conducting a brief field survey during daytime hours to measure outdoor ambient sound pressure level (SPL) measurements at up to 5 on-site and nearby off-site locations. Locations will be selected that are representative of noise-sensitive receivers ("NSR," e.g., residences) closest to the subject area boundaries, or along streets to which the project would principally contribute traffic trips. Short-term measurements, typically 15 minutes in duration each, will be taken at each location and up to two long-term (24-hour) measurements may be taken if warranted. During the short-term measurements, manual counts of traffic along the adjacent street segment will be conducted.

We will also perform the following predictive analyses:

- At up to 10 nearest and/or representative off-site NSR, estimate demolition and construction noise, estimate ground-borne vibration velocity exposures, and estimate noise conditions from outdoor heating, ventilating, and air-conditioning systems (using assumptions based on expected sizes of future residences)
- Using Project traffic data (peak hour and/or average daily traffic [ADT]) provided by W-Trans and using an estimation algorithm, estimate traffic noise level emissions from up to six nearby roadway segments for existing conditions, existing-plus-near-term projects conditions, cumulative conditions, and cumulative-plus-Project conditions.
- Perform a qualitative check for aviation noise exposure to future on-site Project occupants.

If predicted noise and/or vibration levels due to the Project are expected to exceed relevant standards and policies, we will recommend conceptual and feasible options for mitigation to reduce or avoid potentially significant noise impacts.

Population and Housing

Dudek will describe the anticipated amount of residential development that could be accommodated within the project site and the associated residential population. This section will discuss how the new population would affect the overall jobs/housing balance within the City and the net effect on regional population and housing needs.

Public Services and Recreation

Dudek will evaluate the increased demand for public services, including fire and police, schools, and parks and recreation resulting from the new residential population that could be accommodated at the project site. The analysis will be based on accepted demand factors and generation rates developed in consultation with City staff and the respective service providers. The project's increase in demand for fire and police services will be evaluated and quantified associated with the need to increase staff or equipment necessitating the need to either construct a new building or expand existing facilities. The location and capacity of existing schools that would serve the project site will be identified, and the number of new students that could reside within the project site will be estimated. The need for new parks and recreation associated with the project will be quantified using the City's parkland standards for future neighborhood and community parks and open space areas.

Transportation

Dudek will evaluate the project's effects associated with transportation and vehicle-miles-traveled based on the transportation study prepared by W-Trans and our peer review of that study conducted under Task 2. Consistency with programs, plans, ordinances, and policies addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, will be evaluated in light of the anticipated increase in use of alternative modes associated with the project.

The project will be evaluated to determine if it would result in inadequate emergency access or not. Because this is a programmatic-level analysis, this issue will be addressed qualitatively.

Tribal Cultural Resources

Dudek will prepare this section incorporating information from the Historic Cultural Resources report prepared by Tom Origer and our peer review of that study completed under Task 2, as well as information developed through the SB 18 consultation process.

Utilities and Service Systems

Dudek will describe existing utilities and service systems for the project area and will evaluate the potential impacts of future development that could occur by the proposed project. Water supply, wastewater, solid waste and recycling, energy, and energy conservation will be addressed. Information will be sourced from applicable agencies, as needed, to understand existing conditions and utility and service system capacities. The adequacy or inadequacy of existing utilities and service systems to provide services to the proposed project will be discussed. Demand estimates

for full build out will be determined to assess the potential need for construction or expansion of existing services and utilities as well as the pathway to provide these services.

Wildfire and Evacuation

Dudek will evaluate the potential wildfire impacts associated with the Project. The project site is not located in a very high fire hazard severity zone or State Responsibility Area; however, it is located within a wildland urban interface fire area as designated by the City and Santa Rosa Fire Department, and the City has significant wildfire history. The nearest very high fire hazard severity zone is located 0.5-mile north of the project site within a Local Responsibility Area.

Dudek will review publicly available fire hazard and fire history information, weather and climate conditions, vegetation and fuels, topography, site access, and emergency and evacuation routes. The chapter will provide a summary of the existing fire environment and assess the potential for on-site or off-site impacts related to wildfire. Dudek will summarize applicable regulations addressing wildfire hazards, including state and local regulations, and will review the Project for compliance.

Consistent with Appendix G of the CEQA Guidelines, the wildfire section will assess how the Project may risk or impair adopted emergency response/evacuation plans, expose people or structures to wildfire or post-fire flooding or landslides, or require installation of infrastructure that could exacerbate fire risk or result in ongoing impacts to the environment. Dudek will complete the analyses described in the following sections to support our preparation of this EIR section.

Fire Environment Information

Dudek will review fire environment information to determine the types of wildfires that may occur in the area and that may cause the need for evacuation. This will include evaluating fire history records, reviewing After Action Reports for area wildfires, and researching news articles and videos regarding area wildfires.

Wildfire Spread Modeling

Dudek will conduct wildfire spread modeling from several potential ignition points under typical and extreme fire weather conditions. We will utilize FlamMap/FARSITE to model most likely/worst case ignitions, develop landscape files for model input, run models and interpret outputs, prepare illustrative graphics for each model output, and evaluate the time needed to evacuate versus the time available and determine potential impacts and contingency options.

Fire Evacuation Traffic Analysis

Dudek will conduct a traffic analysis and simulation of a fire evacuation event in the project study area. The primary metrics of the traffic simulation are the evaluation of network travel times and speeds. Dudek will utilize VISSIM network analysis software for its dynamic traffic assignment feature to simulate evacuation traffic conditions based on evacuation routes provided by the City staff, including the Fire Department.

As the proposed project would be comprised of residential land uses, we assume that the primary evacuation period to be analyzed will be the condition when most residents are present within the study area and when all residents and employees of nearby non-residential land uses are required to evacuate simultaneously. This would typically occur during the late night/early morning period

when background traffic volumes are low. This period assumes the highest occupancy of persons from the study area.

Under these conditions, the following assumptions will be made for land uses within the study area:

- All residential units are occupied, and the number of evacuating vehicles is determined by census data for average number of vehicles per household.
- All non-residential land uses are open with average vehicle occupancy per the ITE Parking Generation Manual, 6th Edition, if applicable.
- Schools are not in session; and trails, parks, and open spaces are closed.

Further, we assume the analysis will include evaluation of the following five scenarios to identify the time required to evacuate for both the proposed project and the surrounding area:

1. Existing
2. The Woodlands (Project) Only
3. Existing plus Project (within the defined study area)
4. Cumulative (corresponding to approved and pending projects in the study area)
5. Cumulative plus Project

As the first step in this analysis, we will meet with City staff to define the study area, which is assumed to include:

- The Woodlands project site (71.62 acres), which is proposed to be divided into three residential neighborhoods ranging from medium to low density and which would be located along both sides of Chanate Road and Cobblestone Drive, west of Hidden Valley Drive, north of Rolling Hill Drive, and east of Sycamore Avenue and Nielsen Court, in the City of Santa Rosa. Access to US 101 would be available at the Steele Lane – Guerneville Road and Bicentennial Way interchanges;
- Existing residential communities surrounding the project site, including those within the Cobblestone and Alta Vista Homeowners Associations, and Proctor Terrace community; and
- The major existing and proposed roadways in, and surrounding, the project study area including:
 - Access from the project site to US 101 at the Bicentennial Way and Steele Lane – Guerneville Road interchanges.
 - Internal residential and arterial roadways east of US 101, north of SR-12, and south/west of Fountaingrove Parkway.

Next, Dudek will calculate the number of vehicles that need to exit the project site, as well as the number of vehicles needing to evacuate from the defined study area and consult with City staff to identify assumed safe zones for residents along US 101. The estimates of the number of vehicles will be calculated based on the project's trip generation rates, and for the adjacent residential areas, existing household data using GIS parcel information and/or census data and average vehicle ownership per household or total available vehicles using census data. These assumptions will be presented to the City for review and approval for use.

Dudek will then build the VISSIM network for the Existing, Project, and Cumulative conditions which will be comprised of the street network listed above. Travel times and vehicle speeds on the existing streets in the study network during the late night/early morning hours will be compared to estimated travel times using Google Maps or similar online routing tools to validate the VISSIM network. We will code the VISSIM network with the existing and proposed street configurations based on the development plan(s). Project traffic generation and evacuation distribution will be based on Dudek's fire spread modeling and consultation with City staff, including the Fire Department.

Dudek will run the VISSIM simulations for the five scenarios listed above. If the simulations are showing unrealistic results, Dudek will stop work immediately and consult with the City to identify next steps.

We will review the results of the simulation runs listed above and consult with City staff to determine if additional improvements and/or traffic management measures will be required to be implemented; and/or if additional simulation runs would be needed. Up to two revisions to evacuation runs are assumed as part of this task. Additional analysis based on changes in project assumptions or need for additional scenarios (e.g., land uses changes, additional project roadways or connections, etc.) would require a contract modification and additional budget.

Dudek will document the methodology, results, findings, and recommendations of the traffic simulations in a technical memorandum with all technical analysis data provided in an appendix. The technical memorandum will contain all necessary tables and figures needed to express the results of the simulations. We will attend conference calls as needed to discuss simulation analysis and attend up to two in-person meetings to present findings of the simulation results.

Task 5 Deliverables

- Administrative Draft EIR in MS Word; figures in PDF and posted on the City's SharePoint site
- Technical appendices provided in MS Word and/or PDF and posted on the City's SharePoint site
- Five (5) hard copies of the Administrative Draft EIR and one (1) hard copy in PDF format; the hard copies will not include the technical appendices

Task 6: Screencheck and Public Review Draft EIR

After receipt of one set of consolidated comments on the Administrative Draft EIR from the City, Dudek will revise the document and prepare a pre-publication or Screencheck Draft EIR for final City review to verify that all agreed-upon edits or revisions have been made. If the comments on the Administrative Draft EIR are extensive and require significant revisions to the analysis, it may be suggested that a second Administrative Draft EIR be prepared.

Upon receipt of final City edits on the Screencheck Draft EIR, Dudek will prepare the Draft EIR for public review. It is assumed that City comments on the Screencheck Draft EIR would be more editorial in nature and not require substantial revisions or additional City review.

Dudek will prepare a draft Notice of Availability (NOA) for City staff to review and will finalize the NOA based on City comments. It is assumed that City staff will compile a mailing list and mail the NOA and/or will arrange for publishing the NOA in a local newspaper.

Dudek will also prepare the NOC, and, if requested by the City, Dudek can upload the NOC and project summary along with the Draft EIR to the Office of Planning and Research website to start the 45-day review period.

Dudek's project manager will attend one Planning Commission hearing to present the Draft EIR findings to the commissioners and receive public comments during the 45-day public review period. It is assumed that City staff will provide a transcript of verbal comments received. The budget for hearing attendance is included under Task 9.

Task 6 Deliverables

- Screencheck Draft EIR
- Electronic copy of the Draft EIR in MS Word and PDF
- Fifteen (15) hard copies of the Draft EIR, with appendices on a thumb drive in the back cover
- NOA and NOC

Task 7: Administrative Draft Final EIR, Screencheck Final EIR, and Final EIR

After close of the 45-day public comment period on the Draft EIR, Dudek will prepare an Administrative Draft Final EIR for City review (including list of commenters, responses to comments, and changes to the text of the Draft EIR). This will include bracketing all comments received in writing and verbal comments received at a hearing on the Draft EIR and preparing written responses. 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. In addition, if any comment letters are received from attorneys representing labor unions, Dudek will reach out to the City to discuss a budget augment. The Administrative Draft Final EIR and Final EIR will include a chapter that provides any text changes to the Draft EIR to reflect any changes resulting from the responses to comments. All changes to the text of the Draft EIR will be identified in ~~strike-out~~ and underline. The Final EIR will be a stand-alone document and will not include reprinting a revised version of the Draft EIR showing text changes resulting from the comments received.

After City review of the Administrative Draft Final EIR, Dudek will incorporate City comments and prepare the Screencheck Final EIR for City review. We assume City comments will be limited to minor corrections and edits and will not require substantive revisions. Upon receipt of City comments on the Screencheck Final EIR, Dudek will prepare the Final EIR. For all agency letters received, if requested, Dudek can email a copy of the letter and response to the commenting agencies a minimum of 10 days before the hearing to take action on the Project.

Dudek will also provide the City with a Mitigation Monitoring and Reporting Plan (MMRP) with the Administrative Draft Final EIR. The MMRP will identify the responsible parties and the timing of implementation, monitoring, and reporting requirements to ensure that mitigation measures will be properly implemented.

In the event the City approves the Project and certifies the EIR, it is assumed that City staff will prepare and file a Notice of Determination (NOD) with the County Clerk and upload the NOD to the

Office of Planning and Research website pursuant to the CEQA noticing requirements (CEQA Guidelines, Section 15075) within five days of project approval.

Task 7 Deliverables

- Administrative Draft Final EIR provided via SharePoint
- Five (5) hard copies and one (1) copy in pdf format
- Screencheck Final EIR in PDF provided via SharePoint
- Final EIR in MS Word and PDF; fifteen (15) hard copies of the Final EIR
- Draft MMRP; two (2) hard copies of the MMRP

Task 8: Findings of Fact and Statement of Overriding Considerations

Dudek will prepare the required CEQA Findings of Fact and, if necessary, Statement of Overriding Considerations for the Project consistent with Sections 15091 and 15093 of the CEQA Guidelines. Dudek will use the City's preferred format, unless requested otherwise. Dudek will prepare a draft version for City review prior to providing the City with a final version. Dudek has not retained legal counsel to draft or review this document; we assume that the City Attorney will review the Findings and Statement of Overriding Considerations. Additionally, we assume that a single round of review and revision will be necessary and that any further edits will be the responsibility of City staff.

Task 8 Deliverables

- Draft Findings of Fact/Statement of Overriding Considerations provided via SharePoint
- Revised Findings of Fact/Statement of Overriding Considerations (no hard copies will be provided)

Task 9: Project Management and Meetings

Over the life of the Project, an average of 4 hours per month of project management time is assumed to coordinate interaction between the Dudek team, City staff, the applicant team, and other agencies. Dudek's project manager will also oversee internal staff; manage document review; review monthly invoices and prepare required invoice documentation; and complete other project management tasks.

It is assumed that attendance at two in-person Planning Commission hearings (one to take comments during the Draft EIR public review period) and one City Council hearing will be required. At each hearing, Dudek's project manager will make a brief presentation on the EIR methodology and findings and will be available to answer any questions.

The budget for this task also provides for Dudek's project manager to participate in regular check-in meetings with City staff and the applicant team. For the purposes of budgeting, it is assumed an average of two hours per month of conference calls and/or virtual meetings with City staff to address any issues that may arise during preparation of the environmental analysis over approximately 12 months. These meetings can address technical issues, schedule updates, information needs, upcoming action items, and comments on work products.

Additionally, the budget for this task provides for Dudek's lead and senior archaeologists to support the city's tribal consultation process as required under SB 18 (and AB 52 if raised by tribes). We

assume that this support will include participation in up to three virtual and in-person meetings lasting an average of 90 minutes each and preparation of written correspondence and proposed mitigation measures. We have allocated 20 hours of time to conduct these efforts. A contract and budget modification would be required if the consultation process requires additional Dudek participation.

Timeline

The Dudek team is available to begin work on this Project immediately upon receipt of a fully executed contract. **Table 1** presents the anticipated schedule for completion of the EIR. The schedule indicates completion of the EIR in approximately one year. Factors that could lengthen or shorten the schedule include dates of receipt of project information, length of project team review, and unanticipated issues arising from City staff or public review of the EIR.

Table 1. General Timeline

Deliverable	Duration
Task 1: Project Initiation	1 week
Task 2: Peer Review Technical Reports	2 weeks
Task 3: Project Description	—
Draft Project Description	2 weeks
City Review	2 weeks
Revised Project Description	1 week
Task 4: Notice of Preparation	—
Draft NOP	Concurrent with project description
City review	
Prepublication draft	1 week
Final NOP and Public Circulation	4.5 weeks
Task 5: Administrative Draft EIR	
Prepare Administrative Draft EIR	4.5 weeks
County review	3 weeks
Task 6: Screencheck and Public Review Draft EIR	—
Prepare Screencheck Draft EIR	3 weeks
County review	1 week
Prepare and publish public review Draft EIR	2 weeks
45-day public review	45 days (6.5 weeks)
Task 7: Administrative Draft Final EIR, Screencheck Final EIR, and Final EIR	—

Table 1. General Timeline

Deliverable	Duration
Prepare Administrative Draft Final EIR	3–4 weeks ¹
City review	3 weeks
Prepare Screencheck Draft Final EIR	2 weeks ²
City review	1 week
Prepare Final EIR	1 week
Task 8: Findings of Fact and Statement of Overriding Considerations	—
Prepare Administrative Draft Findings of Fact	Concurrent with Screencheck draft Final EIR
City review	2 weeks
Prepare final Findings of Fact	1 week
Task 9: Project Management and Meetings	Concurrent with other project tasks
Total	±12 months

Notes:

- ¹ Depends on the volume of comment letters and/or substantive comments received. May require additional time and additional rounds of review with the City.
- ² Depends on the City comments received.

Rates and Charges

Our proposed budget for this project is provided on the following page.

The Woodlands EIR Cost Estimate

Dudek Labor Hours and Rates																																		
		Principal in Charge	Project Manager	Senior Project Director	Evacuation Specialist II	Senior Ecologist	Senior Transportation Planner	Senior Acoustician	Senior Specialist V	Senior Specialist IV	Senior Specialist III	Senior Specialist II	Senior Specialist I	Specialist V	Specialist IV	Archaeology Specialist III	Transportation Specialist II	Noise Specialist II	CEQA Specialist II	Wildlife Specialist II	Built Environment Analyst V	Noise Analyst III	Biological Analyst II	CEQA Analyst I	Wildfire Specialist II	GIS Analyst IV	GIS Analyst III							
Project Team Role:		Christine Kronenberg	Katherine Waugh	Michael Huff	Amanda Meroux	Michael Henry	Dennis Pascua	Jonathan Leech	Jim Cowan	Scott Eckardt	Elena Nuno	Adam Giacinto	P Russell, S Tewani	E Schniewind, M Kim	A Sennett, D Link-Herrera	William Burns	Mladen Popovic	Connor Burke	A Chiu, D Hoffman	Elliot Maldonado	Fallin Steffen	Nick Segovia	Zarina Pringle	J Booth, M Brogdan	Matthew Crockett	Lesley Terry	Tyler Friesen	Technical Editor II	Publications Specialist II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE	
Team Member:		Christine Kronenberg	Katherine Waugh	Michael Huff	Amanda Meroux	Michael Henry	Dennis Pascua	Jonathan Leech	Jim Cowan	Scott Eckardt	Elena Nuno	Adam Giacinto	P Russell, S Tewani	E Schniewind, M Kim	A Sennett, D Link-Herrera	William Burns	Mladen Popovic	Connor Burke	A Chiu, D Hoffman	Elliot Maldonado	Fallin Steffen	Nick Segovia	Zarina Pringle	J Booth, M Brogdan	Matthew Crockett	Lesley Terry	Tyler Friesen	Technical Editor II	Publications Specialist II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE	
Billable Rate:		\$285.00	\$245.00	\$330.00	\$165.00	\$285.00	\$285.00	\$285.00	\$260.00	\$245.00	\$235.00	\$225.00	\$210.00	\$195.00	\$185.00	\$175.00	\$165.00	\$165.00	\$165.00	\$165.00	\$145.00	\$125.00	\$115.00	\$105.00	\$170.00	\$185.00	\$150.00	\$140.00	\$110.00					
Task 1	Project Initiation	2	14									4	16	24	8	14	8			12			32								16	\$4,000.00		\$4,000.00
Task 2	Peer Review Tech Studies		10			1	12					4	16	24	8	14	8			12			32								141	\$26,005.00		\$26,005.00
Task 3	Project Description	2	14																								6			22	\$4,900.00		\$4,900.00	
Task 4	Notice of Preparation	2	30																					22			4	6	64	\$11,450.00	\$260.00	\$11,710.00		
Task 5	Administrative Draft EIR	10	60	12	140	5		12	16	8	262		18	42	53	6	6	48	90		12	62		52	38	38	18	32	38	1078	\$203,530.00	\$820.00	\$204,350.00	
Task 6	Screencheck and Public Review EIR																																	
6.A	Screencheck Draft EIR		40																					40			6			86	\$14,900.00		\$14,900.00	
6.B	Public Review Draft EIR		20																					20					20	60	\$9,200.00	\$185.00	\$9,385.00	
Subtotal Task 6			60																					60			6		20	146	\$24,100.00	\$185.00	\$24,285.00	
Task 7	Final EIR																																	
7.1	Administrative Draft Responses to Comments	8	48	2					4		8		8	8	9	4		4	38		6			52					32	40	271	\$45,365.00		\$45,365.00
7.2	Screencheck Responses to Comments		24										4	4	2			2	18		2			32						88	\$14,820.00		\$14,820.00	
7.3	Final EIR		16																					18					20	54	\$8,010.00	\$185.00	\$8,195.00	
Subtotal Task 7		8	88	2					4		8		12	12	11	4		6	56		8			102					32	60	413	\$68,195.00	\$185.00	\$68,380.00
Task 8	Findings and SOC	4	20																					18						42	\$7,930.00		\$7,930.00	
Task 9	Project Mgmt and Meetings	10	58									12				8														88	\$21,160.00	\$430.00	\$21,590.00	
Total Hours		38	354	14	140	6	12	12	20	8	270	16	46	78	72	32	14	54	146	12	20	62	32	254	38	38	30	68	124	2010				
Total		\$10,830.00	\$86,730.00	\$4,620.00	\$23,100.00	\$1,710.00	\$3,420.00	\$3,420.00	\$5,200.00	\$1,960.00	\$63,450.00	\$3,600.00	\$9,660.00	\$15,210.00	\$13,320.00	\$5,600.00	\$2,310.00	\$8,910.00	\$24,090.00	\$1,980.00	\$2,900.00	\$7,750.00	\$3,680.00	\$26,670.00	\$6,460.00	\$7,030.00	\$4,500.00	\$9,520.00	\$13,640.00		\$371,270.00	\$1,880.00	\$373,150.00	
Optional Services																																		
Task 10	Contingency	6	8	10	44										5											8				81	\$16,635.00		\$16,635.00	
Total Optional + Base Hours and Fee		44	362	24	184	6	12	12	20	8	270	16	18	54	77	32	14	54	76	12	20	62	32	254	38	46	30	68	124	2091	\$387,905.00	\$1,880.00	\$389,785.00	