

PROFESSIONAL SERVICES AGREEMENT

Environmental Services for the Travis Safe Routes to School and Transit Project

THIS AGREEMENT is made at Fairfield, California, as of _____, 20____, by and between the City of Fairfield, a municipal corporation (the "CITY") and LSA Associates, Inc. ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **BUSINESS LICENSE**. The CONSULTANT shall obtain and keep current a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Community Development Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707-428-7509).

7) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM**. This agreement shall be in effect through June 30, 2025; or until the scope of work is completed.

9) **GOVERNING LAW AND VENUE**. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

10) Where applicable, vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

11) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

12) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

13) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY: David Vong, Senior Civil Engineer
E-mail: dvong@fairfield.ca.gov
Address: 1000 Webster Street, 3rd Floor, Fairfield, CA 94533
Telephone: 707-428-7784
INVOICES to: pw-invoices@fairfield.ca.gov

Notices must be given to CONSULTANT at the following:

CONSULTANT: Steve Foreman, Principal/Senior Wildlife Biologist
E-mail: Steve.Foreman@lsa.net
Address: 157 Park Place, Pt. Richmond, CA 94801
Telephone: 510-236-6810 (Office), 510-376-5767 (Mobile)

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

CONSULTANT (LSA Associates, Inc.)

By: Anthony L. Piro CEO



EXHIBIT "A"

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

November 9, 2023

David Vong, P.E.
Senior Civil Engineer
City of Fairfield Public Works Department
1000 Webster Street
Fairfield, CA 94533

Subject: Proposal for Environmental Services for the Travis Safe Routes to School and Transit Project, Fairfield, California

Dear David:

LSA is pleased to provide our proposal for environmental services in support of Travis Safe Routes to School and Transit Project (project) in the City of Fairfield, California. It is our understanding that the project will receive federal funding through the One Bay Area Grant (OBAG 3) project, therefore, the City of Fairfield (City) is seeking to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). This proposal is submitted in accordance with the terms and conditions contained in LSA's On-Call Contract with the City.

PROJECT UNDERSTANDING AND APPROACH

The City of Fairfield proposes to construct a mixture of Class I, Class III and Class IV trails connecting the Fairfield-Vacaville Hannigan Train Station with three schools and Travis Air Force Base. Approximately 50 percent of the proposed trail alignment would be constructed within existing City of Fairfield roadway right-of-way. An easement would be required through the proposed residential development to connect the trail from the Hannigan Train Station south portal to Markeley Lane. A project application has been received from the developer and the scope of the Class I pathway would be incorporated into the development design. In addition, an easement would be required on Federal lands on the west side of Travis Air Force Base adjacent to a storm drain channel.

The project will receive federal funds; therefore, the project will include environmental review and clearance for both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). With federal funding, the environmental process will involve the California Department of Transportation (Caltrans) Local Assistance Program as lead agency for NEPA. The City of Fairfield will act as lead agency for CEQA.

The following scope of work is based on Caltrans Local Assistance guidelines and manual for Federal Aid projects and assumes the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for compliance under CEQA. LSA believes that the proposed trail would qualify for a NEPA Categorical Exclusion pursuant to 23 Code of Federal Regulations (CFR) 771.117(c), Activity (c)3, Construction of Bicycle and Pedestrian Lanes, Paths, and Facilities. Preparation of the supporting

technical studies, as described below, would support the project's eligibility for this exclusion as well as the CEQA IS/MND.

However, should the project generate particularly high levels of controversy, or should it be determined during the preparation of the technical studies under Task 2 that impacts cannot be mitigated to less than significant under CEQA, an Environmental Impact Report (EIR) will need to be prepared under a separate scope and budget. Similarly, if the project is determined to meet any of the exceptions under 23 CFR 771.117(b), the project would be required to prepare an Environmental Assessment (EA), which would be under a separate scope and budget.

This scope includes providing support for the completion of the Caltrans Preliminary Environmental Study (PES) form and preparation of environmental and technical studies. Based on review of the project materials and our knowledge of the project area, we anticipate the environmental/technical studies described below would be required. LSA will closely follow the guidance of the Caltrans Standard Environmental Reference (SER) to ensure completeness of studies, address the potential concerns of reviewing agencies, and minimize the number of revisions and resubmittals to Caltrans to accomplish environmental approval in a timely manner.

SCOPE OF WORK

LSA has prepared the following scope of services for the proposed trail project. This scope of services is valid for a period of 6 months beginning November 2023 and is based on a 1-year project schedule starting in November 2023. Re-scoping and/or a budget adjustment may be required after that period has lapsed. Unless otherwise noted, all deliverables will be provided electronically in Microsoft Word (.docx) and Portable Document Format (.pdf).

Task 1: Project Initiation

Task 1.1: Project Kick Off

LSA's Project Manager and Principal in Charge will attend one virtual project kick-off meeting with City staff and the project design team. The purpose of the meeting will be to discuss project background, scope, and schedule.

Task 1.2: Project Description

While we understand the Project has not been fully designed, LSA will work closely with the project design team and the City to prepare a Draft Project Description that is adequate to be used in the technical reports and environmental documents. The Project Description will provide the level of detail necessary for the technical reports and environmental document to support thorough environmental impact analyses. For example, the Project Description will include details pertaining to the existing environmental setting; a description of the proposed project components; construction access and staging; and other essential project and construction details. A location map and graphics illustrating the project will also be prepared based on materials provided by the project design team. LSA will provide the Draft Project Description to City staff and the project design team, and a final version deemed acceptable for the technical reports and environmental documentation will be prepared in response to comments from the City and the project design team. Preparation of the Preliminary Environmental Study (PES) will commence after the Project Description is approved.

Deliverable: *Draft and Final Project Description*

Task 1.3: Preliminary Environmental Study (PES)

LSA will prepare a PES as required under the Caltrans Local Assistance Procedures Manual (Environmental Procedures) for federally funded projects. The PES includes a checklist that establishes the basis for any needed technical studies, is used to identify the likely environmental clearance, and identifies agency coordination requirements, as well as required environmental permits. We will provide the completed PES documentation to the City for submittal to Caltrans Local Assistance. LSA will also attend the field review meeting with Local Assistance and City staff to respond to the findings of the PES and identify field studies.

Following the Field Review with Caltrans, LSA will meet with City staff to finalize the environmental scope of work based on input received from Caltrans on the PES. The preparation of the environmental technical reports will not begin until Caltrans has concurred with the PES package. If needed, LSA will adjust the environmental scope and budget in order to complete the Caltrans-required technical studies and the appropriate-level of environmental documentation in compliance with CEQA and NEPA.

Deliverable: *Draft and Final PES*

Task 2: Technical Studies

LSA will begin preparation of the technical studies following receipt of these project materials and confirmation that neither the project description nor design will change substantially enough to require revisions to the technical reports. In addition, LSA has scoped their level of effort for mapping/analysis on receipt of the project design in AutoCAD (i.e., .dwg) format and projected into a real-world coordinate system (e.g., State Plane) for efficient integration into GIS software. If revisions to the technical reports are required based on changes to the project description or design, or if LSA needs to manipulate the design files in order to integrate them into GIS, additional budget may be required.

Based on our review of the project materials, we anticipate the following technical studies would be required. However, as described in Task 1.3, LSA will adjust this scope of work, if needed, once Caltrans has signed off on the PES documentation.

Task 2.1. Biological Resources

LSA will conduct a thorough biological resources assessment of the proposed project to ensure compliance with environmental review regulations. This will include a records search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Inventory of Rare and Endangered Plants of California, the Solano Habitat Conservation Plan database, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (iPAC) online system to identify sensitive or special-status biological resources that have potential for occurring within or adjacent to the project site. Although LSA is intimately familiar with the biological resources occurring in the vicinity of the project site, conducting a current records search is a requisite industry-standard procedure. LSA will also review other special status resource

documentation for the project vicinity, such as the draft Solano Habitat Conservation Plan and the Fairfield Train Station Specific Plan.

LSA will then conduct a general survey of the biological resources in areas that may be directly or indirectly impacted by the proposed project, particularly to document the occurrence of any biological resources (i.e., species or habitats) of interest or concern and to determine the potential for the presence of any such resources that may not be detectable at the time of the site survey. Several special status resources are known to be present in the vicinity of the project, including federal and state listed species such as California tiger salamander (*Ambystoma californiense*), Swainson's hawk (*Buteo swainsoni*), vernal pool fairy shrimp (*Branchinecta lynchi*), and Contra Costa goldfields (*Lasthenia conjugens*). The site visit will focus on identifying suitable habitat for these and other special status species. LSA will also prepare a preliminary map of wetlands potentially subject to state and federal regulation that is suitable for the current analysis. Given that the project has not yet gone through design and engineering, further studies (e.g., species-specific protocol surveys or a formal aquatic resource delineation and report) are not included at this time.

Following the fieldwork, LSA will incorporate the findings of the biological resources assessment into a Natural Environment Study (NES) consistent with Caltrans Standard Environmental Reference (SER) guidelines. The NES will include a general description of the habitats and land cover types occurring in the project site, a graphic of representative site photographs showing the existing conditions in the project site, a figure displaying the location of plant communities and other land cover types on site, and a discussion of any special status biological resources observed or with potential to occur within the direct and indirect disturbance limits of the project. Project-related impacts to biological resources will be evaluated in accordance with the 2023 CEQA Statute and Guidelines and other relevant federal, State, and local regulations. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of project impacts. The NES will be an attachment to the environmental document, with the key impact findings summarized in the text of the environmental document.

LSA will also prepare a Biological Assessment (BA) consistent with Caltrans SER guidelines to support federal Endangered Species Act (FESA) Section 7 consultation. Caltrans requires FESA consultations to be completed prior to approving the NEPA document. The BA will draw from information included in the NES focusing exclusively on the potential for the project to adversely affect species that are currently federally listed as well as those species that are proposed for listing under FESA that are reasonably likely to become listed in the near future (e.g., northwestern pond turtle). Costs with this task include response to one round of comments from the USFWS, but do not include costs associated with Section 7 consultation.

Deliverables: *Draft and Final Natural Environment Study*
Draft and Final Biological Assessment

Task 2.2: Cultural Resources

LSA will conduct cultural resource studies that are needed for the City and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans

2014 First Amended Programmatic Agreement (Section 106 PA). LSA will prepare the following technical studies:

Area of Potential Effects Map (APE). LSA will prepare an APE map to Caltrans standards.

Archaeological Survey Report (ASR). A records search will be conducted at the Northwest Information Center to identify any previously recorded cultural resources studies and resources in the APE and in a 0.5-mile radius of the APE. In addition, a review of cultural resource inventories will be completed to identify listed resources in or adjacent to the APE. Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archive repositories and at LSA's library will also be conducted.

LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the revised APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have. LSA will consult with Caltrans to determine which built environment resources (if any are identified in the APE) can be exempted per the Section 106 PA or will require evaluation. In addition, LSA will contact local historical societies for any information or concerns they may have about cultural resources in the APE.

LSA will conduct a field survey of the APE to identify any cultural resources that may be present.

LSA will prepare an ASR to Caltrans standards.

Historical Resources Evaluation Report (HRER). LSA will evaluate the built environment resources 45 years old or older using the significance criteria of the National Register of Historic Places (NRHP) to Caltrans standards using the Section 106 PA. Age-eligible properties and land use patterns within and adjacent to the APE consist of agricultural/residential, educational/institutional, and commercial/religious buildings on various sized parcels adjacent to the presumed APE connecting the Fairfield – Vacaville Amtrak Station with commercial development on the east side of Parker Road south of the DeRonde Drive intersection.

Preliminary background research identified several parcels that contain built environment resources 45 years old (built 1978) or older are present in the area of potential effect (APE).

LSA understands the APE is not yet determined and finalized. This scope assumes LSA will evaluate one property with a built environment resource that is 45 years old or older. The final number of evaluations of built environment cultural resources will be determined in consultation and coordination with Caltrans Professionally Qualified Staff. Therefore, the following is an estimate based on available information provided by the City. The final number of properties that require evaluations, as well as if any appear exemptible from evaluation via Attachment 4 of the Caltrans Section 106 Programmatic Agreement, will be determined in coordination with Caltrans staff. LSA will prepare a draft and final HRER that will rely, as much as possible, on previous research, maps, plans, drawings, and other background information to characterize and understand the historical

and environmental context of the proposed APE. The tasks listed below will be completed as part of this work program.

- *Background Research.* LSA will conduct property-specific research at information repositories, government offices, and local archives to investigate the background of the age-eligible properties within and adjacent to the APE and identify their historic context. The HRE will utilize the results of the Northwest Information Center (NWIC) cultural resource records search of the project area (see ASR language above)). LSA will contact local historical societies such as the Solano County Historical Society, the Travis Air Force Base Aviation Museum/Heritage Center, the Travis Unified School District, and the Fairfield Historical Society to request any information of built environment cultural resources or concerns they may have about the APE. LSA will utilize, to the greatest degree possible, the information presented in previously prepared cultural resources documentation (if any) or related reports.
- *Site Visit.* An LSA architectural historian who meets the Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61) in history and architectural history will conduct a pedestrian field survey to document the form, materials, and construction of the age-eligible properties within and adjacent to the APE, as well as to identify any structural modifications that may have occurred over time. The resource(s) will be recorded on California Department of Parks and Recreation 523 Series (DPR 523) forms as appropriate, using official Office of Historic Preservation Guidelines.
- *Eligibility Evaluation.* Following the research and field review, LSA will prepare a focused historic context statement and update the existing DPR 523 form record for one age-eligible property within and adjacent to the APE and evaluate it for NRHP listing. LSA will prepare a draft and final HRER and DPR 523 form records as appropriate, to Caltrans standards. A final copy will be submitted to the NWIC to fulfill an agreement for archive access. LSA will respond to up to four hours of Caltrans' comments on the draft HRER. As noted above, LSA assumes one property with a built environment resource that is 45 years old or older will require an eligibility evaluation. The final number of evaluations of built environment cultural resources will be determined in consultation and coordination with Caltrans Professionally Qualified Staff.

If any age-eligible properties identified within and adjacent to the APE appear eligible for individual or collective listing in the NRHP, LSA will coordinate with the Caltrans PQS Architectural Historian assigned to the undertaking to determine the type and extent of a Finding of Effects (FOE) documentation is required to fulfill its obligations under Section 106 of the National Historic Preservation Act of 1966 (as amended) and the Section 106 Programmatic Agreement.

Historic Property Survey Report (HPSR). LSA will prepare a Historic Property Survey Report that will present the results of the Archaeological Survey Report and, the Historical Resources Evaluation Report.

Assembly Bill 52 Consultation Assistance. If requested, LSA can assist the City in complying with the provisions of AB 52, a law recently passed by the California Legislature regarding tribal consultation. AB 52 provides for consultation with Native American tribal organizations during the CEQA process. Prior to release of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report for a project, a lead agency must provide the opportunity to consult to tribes that are

traditionally and culturally affiliated with the geographic area in which a project is located, and must conduct such consultation, if requested by the tribes in writing within 30 days of notification of the proposed project. LSA will conduct the following tasks:

- Provide a draft of the City’s AB 52 notification letter to tribes for use on official letterhead;
- Attend up to two four (4) hour AB 52 consultation meetings with City and tribal representatives to provide technical input.

Deliverables: *Draft and Final HPSR*
 Draft and Final ASR
 Draft and Final HRER
 AB 52 Consultation Assistance

Task 2.3: Noise

Based on the understanding of the project description, the project would qualify as a Type III project established in 23 CFR 772 (i.e., would not involve added capacity, construction of new through lanes or auxiliary lanes, substantial changes in the horizontal or vertical alignment of the roadway or exposure of noise sensitive land uses to a new or existing highway noise source). LSA would prepare a technical noise memorandum outlining the exemption of the project from a detailed highway traffic noise impact analysis as well as include a detailed analysis of the potential construction noise impacts and recommend abatement measures, as needed. Analysis requirements will be based on the sensitivity of the area and follow FHWA and Caltrans guidelines and the City’s Noise Ordinance specifications.

Deliverable: *Draft and Final Noise Memorandum*

Task 2.4: Community Impact Assessment Technical Memorandum

LSA will prepare a Community Impact Technical Memorandum consistent with the guidelines in the FHWA Technical Advisory T6640.8A, Caltrans CIA Handbook (October 2011), and other applicable guidance from the FHWA and the Caltrans SER Web sites. The analysis will describe the public outreach program conducted for the project along with right of way needs, as defined by the City, including type of land use, how or where right of entry will be and how the proposed project will affect existing land uses. The project may affect the local community in the short term due to the necessity for temporary detours. The analysis will describe existing, adopted, and proposed land uses on and in the immediate vicinity project site. Based on the preliminary right of way information from the City, a technical memorandum will be prepared that summarizes the impacts to all local right of way resources both during and post-construction. Should any significant right of way conflicts exist, a boundary survey and further analysis will be necessary. The analysis will provide recommendations to avoid, minimize, and/or mitigate potential adverse impacts of the proposed project where feasible.

Deliverable: *Draft and Final Community Impact Assessment Memorandum*

Task 2.5: Air Quality Technical Memorandum

LSA will prepare an Air Quality Technical Memorandum in accordance with the Caltrans Standard Environmental Reference. Baseline and project setting meteorological and air quality data developed through the California Air Resources Board (CARB) and climatological and air quality profile data gathered by the Bay Area Air Quality Management District (BAAQMD) will be utilized for the description of existing ambient air quality. The most recent published air quality data from the air quality monitoring stations nearest to the project site for the past three years will be included to help highlight existing air quality in the vicinity of the project site. Other sources such as regulatory documents, professional publications, and past LSA experience in the project area will supplement background information. LSA will estimate construction emissions based on construction information available and provided to LSA. In addition, standard dust suppression measures identified by BAAQMD guidelines will be identified to minimize construction impacts.

The air quality analysis will document whether the proposed project is included in the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. Since the proposed project consists of bicycle and pedestrian facilities, the proposed project will be exempt from an air quality conformity analysis.

The proposed project's short-term construction and long-term operational impact on greenhouse gas emissions and climate change will also be discussed.

Deliverable: *Draft and Final Air Quality Technical Memorandum*

Task 3: Prepare CEQA Documentation

As discussed in the project approach, LSA anticipates that CEQA impacts from the project can be mitigated below a level of significance; therefore, an IS/MND is the appropriate document. However, should the project generate particularly high levels of controversy, or should it be determined during the preparation of the technical studies under Task 2 that impacts cannot be mitigated to less than significant, an EIR will need to be prepared under a separate scope and budget. LSA will prepare an IS/MND following the preferred format from the City of Fairfield and will follow the 2023 *CEQA Guidelines*, standards, and thresholds of significance.

Task 3.1: Prepare Administrative Draft IS/MND

LSA will prepare an Administrative Draft IS/MND for review by City staff. The format will be based on the Caltrans template for IS/MND documents. Included in the IS/MND will be a project description, discussion of the environmental review process, and project methodology. Technical studies prepared by LSA, along with those studies prepared by other team members, will be summarized in the IS/MND document. Non-technical issue areas (e.g., air quality, greenhouse gas emissions, etc.) will also be documented in the IS/MND.

Deliverable: *One (1) electronic copy in Microsoft Word and one (1) PDF of the Administrative Draft IS/MND*

Task 3.2: Prepare Public Review Draft IS/MND

LSA will respond to Caltrans’ comments on the Draft IS/MND, complete necessary revisions, submit a pre-print version of the document for City approval and publish for public review. The purpose of the pre-print review will be to verify that the City and Caltrans are satisfied with any new or revised text. Any additional technical analysis required after the City reviews the pre-print Draft IS/MND may require a scope and budget adjustment. One (1) PDF and Microsoft Word versions of the Administrative Draft IS/MND will be submitted to the City for distribution. LSA will be responsible for preparing a draft public notice regarding the availability of the Draft IS/MND for public review. LSA will prepare notices including the Notice of Intent to adopt the MND, and the Notice of Completion for the State Clearinghouse. LSA will coordinate with the City to be assigned as a submitter (on behalf of the City) to submit the Draft IS/MND to the State Clearinghouse for public review. If requested by the City, LSA will provide five hard copies of the IS/MND to be distributed by City staff. The City will be responsible for publication of all public notices.

Deliverables: *Public Review Draft IS/MND—one (1) electronic copy in PDF to the City, State Clearinghouse, and other agencies and individuals as determined by the City*

Draft Notices—one (1) electronic copy in Microsoft Word to the City

- *Notice of Intent/Notice of Availability*
- *Notice of Completion*
- *State Clearinghouse Summary Form*

Task 3.3: Prepare Final Draft IS/MND

Following the close of the 30-day public comment period, LSA will review any agency and/or public comments regarding the contents of the Public Review Draft IS/MND. LSA, in coordination with the City and Caltrans, will respond to agency and public comments on the contents of the IS/MND. LSA will prepare written responses to comments received on the Public Review Draft IS/MND and prepare the Final IS/MND.

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) using the City’s preferred format. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these mitigation measures. The MMRP will be submitted with the Final IS/MND. LSA will also prepare the required Notice of Determination (NOD).

Following approval of the project, the City will be responsible for filing the NOD with the County Clerk and for payment of the Environmental Filing Fee to the California Department of Fish and Wildlife, and any County filing fees, at the time the NOD is filed.

Deliverables: *Final IS/MND (Draft and Final)*
MMRP (Draft and Final)
Notice of Determination (Draft and Final)

Task 4: NEPA Categorical Exclusion – Environmental Commitments Record

LSA anticipates that the NEPA document will be a Categorical Exclusion under 23 CFR 771.117(c), Activity (c)3. If the project is determined to meet any of the exceptions under 23 CFR 771.117(b), above, the project would be required to prepare an EA, which would be under a separate scope and budget. This scope of work assumes that Caltrans Local Assistance staff will prepare the Categorical Exclusion.

The FHWA is responsible for ensuring that avoidance and minimization measures identified during the NEPA process are implemented in accordance with FHWA 23 CFR 771.109 (b). Environmental Commitment Records (ECR) are required to track and document environmental commitments throughout the project delivery process. Once the technical studies have been finalized, LSA will prepare an ECR utilizing the current Local Assistance ECR format or the format requested by Caltrans District 4. The ECR will provide a brief description of each measure, identify the page where the measure can be found in the environmental document, identify the responsible party and timing, and provide signature blocks for certification of completion of the measure.

Deliverables: NEPA Environmental Commitment Records (ECR), one (1) electronic copy

Task 5: Project Management and Meetings

LSA's Project Manager will undertake a variety of general project management tasks throughout the process of preparing the environmental documentation and coordinating with City staff and other team members, including coordination of the day-to-day activities associated with the project and monitoring the scope, budget, and scheduling of the project. Other project management tasks include regular client contact, contract management, and assistance to team members. LSA will provide written documentation of all substantive project developments in the form of client emails and/or phone conversation records and will follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

LSA's Principal will ultimately be responsible for quality assurance for all work undertaken and will review all text, tables, and graphics before these materials are presented as administrative review documents.

LSA will attend one public hearing for the Draft IS/MND. In addition, LSA will attend up to 2 project team meetings via conference call. Additional meetings and/or public hearings will be billed on a time and materials basis consistent with our On-Call Contract.

BUDGET

For completion of the scope of work discussed above, LSA proposes a total budget of \$142,125. LSA will not exceed this budget without authorization from the City.

We appreciate the opportunity to submit a proposal for this work. If you have any questions or would like to discuss this proposal, please contact me at (510) 236-6810 or steve.foreman@lsa.net.

Sincerely,

LSA Associates, Inc.

A handwritten signature in blue ink, appearing to read "Steve Foreman", written over a light blue horizontal line.

Steve Foreman
Principal

Attachment: Cost Estimate



11/17/2023

5%

Escalation	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Total LSA Hours	Total LSA Fees	
	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average	% in Year	Weighted Average			
Phase 01 Project Initiation and Project Description																							
2.1	Project Initiation	8.00	4.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	20.00	\$1,500.00	
2.2	Cultural Resources	4.00	6.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	36.00	\$5,880.00	
2.3	PEIS	4.00	1.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	51.00	\$8,220.00	
2.4	Community Impact Assessment	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	\$8,220.00
2.5	Air Quality	2.00	11.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	107.00	\$17,665.00	
Phase 02 Technical Studies																							
2.1	Biological Resources	8.00	4.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	186.00	\$14,550.00
2.2	Cultural Resources	4.00	6.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	36.00	\$5,880.00	
2.3	Noise	4.00	1.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	51.00	\$8,220.00	
2.4	Community Impact Assessment	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	\$8,220.00
2.5	Air Quality	2.00	11.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	44.00	107.00	\$17,665.00	
Phase 03 CEQA Documentation																							
3.1	Administrative Draft S/MND	16.00	16.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	120.00	\$18,860.00	
3.2	Public Review Draft IS/MND	8.00	8.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	48.00	\$7,360.00	
3.3	Final IS/MND	8.00	8.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	48.00	\$7,360.00	
Phase 04 NEPA Exclusion/EOR																							
4.1	NEPA Exclusion/EOR	4.00	2.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	14.00	\$2,270.00	
Phase 05 Project Management and Meetings																							
5.1	Project Management	12.00	8.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	14.00	\$2,270.00	
5.2	Hearings	4.00	4.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	20.00	\$4,960.00	
5.3	PRC Calls	2.00	2.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	8.00	\$1,920.00	
Phase 05 Project Management and Meetings Subtotal																							
Subtotal labor		203.00	72.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	864.00	\$1,140,490.00	
Reimbursable Expenses																							
Records Search																						\$680.00	
Reproduction																						\$70.00	
Mileage																						\$65.00	
Subtotal Reimbursable Expenses																							
Total																							\$1,142,315.00

EXHIBIT "B"

PAYMENT

- 1) For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT for actual fees, costs and expenses for all time and materials expended and in no event shall total compensation under this Agreement exceed ONE HUNDRED FOURTY-TWO THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$142,125) without CITY authorization.
- 2) Payment shall be made to CONSULTANT in accordance with the CONSULTANT's price proposal accepted by the City. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "B" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
- 3) Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Exhibit "A," including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.
- 4) CONSULTANT shall submit invoices to CITY, Attention: pw-invoices@fairfield.ca.gov and CITY shall pay CONSULTANT within 30 days of receiving a proper invoice. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the total authorized amount.

EXHIBIT "C"

GENERAL PROVISIONS

1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) **CANCELLATION OF AGREEMENT.** This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice

to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers

liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.