

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES MASTER AGREEMENT  
FOR  
PREPARATION OF GENERALIZED & SPECIALIZED CEQA, NEPA, AND  
BROWNFIELDS REMEDIATION PROJECT DOCUMENTS**

PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED  
DOCUMENTS FOR THE REGIONAL WASTEWATER CONTROL FACILITY CAPITAL  
IMPROVEMENT AND ENERGY MANAGEMENT PLAN (Project No. M12019)

This Second Amendment to the Agreement for Professional Service ("Second Amendment") by and between the City of Stockton ("CITY") and Robertson-Bryan, Inc. ("FIRM") is made and entered into on \_\_\_\_\_, 2018.

WHEREAS, the CITY and FIRM entered into a Professional Services Master Agreement for preparation of Generalized & Specialized California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Brownfields Remediation Project documents dated July 13, 2010 ("the Agreement"); and

WHEREAS, First Amendment was executed on March 20, 2013, to provide the CITY with an Environmental Impact Report (EIR) and associated documents for the Regional Wastewater Control Facility (RWCF) Capital Improvement and Energy Management Plan (CIEMP) in compliance with the CEQA and CEQA Plus regulations; and

WHEREAS, the CITY has a need to expand Section 1 – Scope of Services to include a re-scope and completion of the EIR, CEQA, CEQA Plus, and any associated environmental documents as part of the RWCF CIEMP, and subsequent projects identified in the RWCF CIEMP; and

WHEREAS, the CITY has a need to increase the Compensation – Section 2 by an additional \$209,000, to pay for the FIRM to perform the additional services; and

WHEREAS, this amendment is for the mutual benefit of CITY and FIRM;

NOW, THEREFORE, the CITY and FIRM agree as follows:

1. Section 1 – SCOPE OF SERVICES. The new Scope of Services is added to Exhibit A.
2. Section 2 – COMPENSATION. The Compensation is amended as follows:

The maximum amount to be paid by the CITY for the initial services and services provided under the First Amendment shall not exceed \$319,757, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the FIRM to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the CITY for the additional services provided under the Second Amendment shall not exceed \$209,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the FIRM to perform or to assist in the performance of its work under this Agreement.

Total FIRM'S compensation under this Agreement including Amendments shall not exceed \$528,757.

3. Section 5 – TERM. The term of this contract shall extend through November 30, 2019.
4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement on date hereinabove written.

**CITY OF STOCKTON**

\_\_\_\_\_  
Kurt Wilson, City Manager

ATTEST:

\_\_\_\_\_  
Bret Hunter, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Robertson-Bryan. Inc.**

By:

Michael Bryan  
Signature

MICHAEL BRYAN  
Print name

Title:

President

[If Firm is a corporation  
signature(s) must comply with  
Corporations Code §313.]

April 5, 2018

**DELIVERED BY EMAIL**

Robert Granberg  
Assistant Director of Municipal Utilities  
City of Stockton  
2500 Navy Drive  
Stockton, CA 95206

**Subject: Proposal to Prepare an Environmental Impact Report and Associated Documents for the City of Stockton's Regional Wastewater Control Facility Capital Improvement and Energy Management Plan (CIEMP) and Upgrade Project**

Dear Mr. Granberg:

Robertson-Bryan, Inc. (RBI) is pleased to submit this proposal to prepare the environmental impact report (EIR) and associated documents for the City of Stockton's Regional Wastewater Control Facility (RWCF) Capital Improvement and Energy Management Plan (CIEMP) and Upgrade Project (hereinafter referred to as the RWCF CIEMP/Upgrade Project).

To address issues associated with aging facilities at the RWCF, the City commissioned preparation of the CIEMP in 2010 to provide a strategy for planning and implementing improvement projects at the RWCF. The CIEMP (released in August 2011) identified and prioritized improvements needed at the RWCF through the year 2035, identified energy development projects to reduce energy costs and provide reliable renewable energy alternatives, and estimated costs for each recommended component. The CIEMP consists of two parts: the capital improvement plan (CIP), which focuses on the wastewater treatment facilities improvements, and the energy management plan, which provides an approach for developing energy sources and improving energy efficiency at the RWCF. The CIP identified necessary rehabilitation and replacement projects and recommended reduction or elimination of unnecessary treatment processes. The City's CIEMP included plans to upgrade both the main and tertiary plants of the RWCF. The City has implemented Phase 1 elements of the CIEMP, which included high-priority projects to reduce health and safety risks and improve reliability in meeting discharge permit limits for ammonia during cold weather periods. The CIEMP Phase 2 Improvements were designed to meet the requirements of the City's previous 2008 NPDES Permit.

The City's NPDES Permit was renewed in August 2014 and included additional effluent requirements. The City has been developing plans to upgrade the RWCF to comply with these new permit requirements while still maintaining relevant and needed elements of the CIEMP. This CIEMP/Upgrade Project includes some elements of the CIEMP Phase 2 Improvements

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along with the addition of treatment facilities to comply with nitrate and nitrite (N+N) effluent limits adopted in the City's NPDES Permit in August 2014. These additional facilities include nitrifying and denitrifying (NDN) aeration basins and associated secondary clarifiers. These facilities include construction on undeveloped land immediately adjacent to the existing RWCF.

The City intends to seek funding through the State Revolving Fund (SRF) Loan Program administered by the State Water Resources Control Board (SWRCB). RBI has teamed with Ascent Environmental and Natural Investigations Inc. to develop a defensible EIR with the appropriate level of detail to satisfy the City's environmental review requirements and the "CEQA Plus" requirements of the SWRCB associated with receiving funds through the SRF Loan Program.

RBI and Ascent Environmental completed an Administrative Draft EIR (ADEIR) for the City's Capital Improvement and Energy Management Plan (CIEMP) EIR in 2014, which included most of the elements of the current RWCF CIEMP/Upgrade Project in several aspects. The common features of the two projects allow for similar approaches to CEQA compliance, including using the completed administrative draft as a basis from which to develop the EIR for the RWCF CIEMP/Upgrade Project, which results in cost saving efficiencies. Specifically, the RWCF CIEMP/Upgrade Project involves upgrading facilities and treatment processes on existing RWCF property with no increases in design/permitted treatment capacity.

Important differences between the RWCF CIEMP/Upgrade Project and the previous iteration of the CIEMP are: 1) the construction of facilities and treatment processes on undeveloped land immediately adjacent to the existing RWCF, 2) changes to use of the wetlands, and 3) the action is being implemented as a progressive design/build project. The expanded area of project activity and changes in use of the wetlands could result in increased levels of impact in some resource areas (e.g., construction air emissions, wildlife resources), and will involve new assessments not completed previously for the CIEMP EIR in 2014. The progressive design/build nature of the project means that changes in project elements, delivery, or schedule determined after certain EIR sections (e.g., Project Description) have been drafted may require additional efforts to edit such sections.

The City has expressed interest in completing and certifying the EIR by the end of 2018/early 2019. Based on our understanding of the current RWCF CIEMP/Upgrade Project, and the previously completed ADEIR for the CIEMP, along with our knowledge of the project site, RBI proposes to address the same suite of resource categories (issue areas) in this EIR as those addressed in the CIEMP ADEIR. Additionally, the RBI team anticipates completing the EIR and associated documents, including public review, to allow the City to certify the EIR in late 2018/early 2019.

## I. Scope of Work

This proposed Scope of Work includes activities and tasks needed to complete the RWCF CIEMP/Upgrade Project EIR.

As the EIR progresses, the RBI team will coordinate and interact with the City, as the lead agency, and any other firms (e.g., the design team retained by the City) or individuals working for the City to clarify any questions or issues that arise and identify solutions as quickly as possible.

The RBI team will thoroughly review work products for CEQA compliance and quality prior to submittal to the City. Additionally, in an effort to minimize waste and maximize cost efficiency, RBI will provide only electronic copies of work products to the City for internal review. Public notices and copies of the EIR will be printed and provided to the City for appropriate display and distribution.

#### **TASK 1: KICK-OFF, PROGRESS, SRF COORDINATION, AND CITY COUNCIL MEETINGS**

This task includes a total of five (4) formal meetings: one (1) kick-off meeting, one (1) EIR progress meeting, one (1) SRF Coordination meeting, and a City Council meeting.

Shortly after the City's Notice to Proceed (NTP), RBI will prepare for and hold a kickoff meeting with City staff. Additionally, RBI proposes to hold a progress meetings to provide project updates to City staff and gain additional clarification regarding project design status, as needed. This progress meeting would occur approximately 3-4 months after Notice-to-Proceed is provided by the City. This meeting would allow the RBI team's resource specialists to have gathered background materials, reviewed the CIEMP ADEIR, and begun authoring their respective resource sections for the RWCF CIEMP/Upgrade Project. At this stage of the EIR development process, sufficient understanding of the project would exist among the resource specialists and sufficient progress would have been made such that a productive meeting can be held to identify and resolve questions and issues that may have arisen. RBI will hold one meeting with State Water Resources Control Board SRF staff to ensure that the CEQA plus requirements are adequately addressed. Finally, members of the RBI team will attend the City Council meeting at which the EIR is certified and RWCF CIEMP/Upgrade Project is approved to answer any specific questions about the EIR or its findings.

Conference calls and other regular project-related communication would take place as needed between these key progress meetings and are included as part of Task 4, Project Management.

#### **TASK 2: DATA COLLECTION, REVIEW, AND ASSESSMENT**

The RBI team will compile and review available information that will be necessary to understand the project and its likely or potential impacts, which will allow the team to prepare an appropriate project description, resource category setting sections, and impact analyses. Information collected may include, but not be limited to the previously completed CIEMP ADEIR, project design documentation, and previous environmental documentation for the RWCF, City of Stockton, and region (e.g., city and county General Plans and associated EIRs). The scope of work for this task is defined by and limited to the budget allocated to the task.

### **TASK 3: DEVELOPMENT OF THE ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED DOCUMENTS**

#### **Task 3.1. Notice of Preparation**

The RBI team will prepare a Notice of Preparation (NOP) of an EIR for the project, as required by CEQA. Additionally, the RBI team will coordinate with the Stockton Record to publish a public notice supporting the NOP, although it is assumed that the City will be responsible for publication fees charged by the Stockton Record. RBI will file the NOP with the State Clearinghouse. RBI's project manager and key team members also will attend a public scoping meeting for the project. RBI will be responsible for documenting all comments received and for preparing a written summary of the comments.

#### **Task 3.2. Project Description**

Prior to beginning resource-specific analyses for the RWCF CIEMP/Upgrade Project, the RBI team will coordinate closely with the City and the City's design consultant to develop a detailed Project Description. A sufficiently detailed Project Description is the primary source of information provided to technical specialists conducting analyses of impacts for each resource category (e.g., noise, air quality). Specifically, a complete, accurate, and stable Project Description is required to maximize cost and schedule-related efficiency, and minimize stranded effort. For example, air quality analyses utilize modeling tools to quantify impacts associated with construction activities. The modeling tools utilize information about the types of construction equipment and number of hours in operation during the construction period. This information would be included in the Project Description. If the construction equipment information is not reasonably known when analyses are conducted and are revised after air quality modeling has been completed, complete revisions to the modeling, and reporting and interpretation of results could be required. These revisions, in turn, could result in schedule delays and increased costs. Therefore, the RBI team will coordinate with the City and develop an appropriate Project Description prior to conducting any resource-specific analyses for the ADEIR (described below in Task 3.3). Nevertheless, the progressive design/built nature of the project could still result in the need for revisions after the Project Description has been prepared and resource category work (Task 3.3) has been initiated. Consequently, the scope of work for this task is defined by and limited to the budget allocated to the task.

#### **Task 3.3. Administrative Draft EIR**

The RBI team will utilize as much existing information from the CIEMP ADEIR as possible to develop an ADEIR for the RWCF CIEMP/Upgrade Project. Specifically, it is anticipated that some background information, environmental and regulatory setting information for each resource category, description and evaluation of alternatives, and other sections required by CEQA provided in the previously developed CIEMP ADEIR would be mostly applicable to the RWCF CIEMP/Upgrade Project ADEIR. The Administrative Draft EIR will describe the direct and indirect potentially significant and significant environmental impacts of the proposed project, as well as evaluate up to two additional action alternatives and the no-project alternative. It is assumed that the alternatives described and evaluated in the previously prepared CIEMP ADEIR would be substantively similar to alternatives for the RWCF CIEMP/Upgrade Project.

Nonetheless, any updates to the alternatives, or development of new alternatives, will be a collaborative effort with input from the City. However, the RBI team will assume leadership in defining the alternatives and preparing descriptions of each alternative. Feasible and practicable mitigation measures will be recommended to reduce any identified potentially significant and significant impacts. It is expected that the evaluation of cumulative impacts will also be substantively similar to the CIEMP ADEIR. However, the RBI team will work collaboratively with the City to update the list of past, present, and probable future projects for the cumulative analysis (consistent with CEQA Guidelines Section 15130(b)(1)(A)).

The EIR will maximize opportunities to highlight the water quality and energy efficiency benefits provided by the RWCF CIEMP/Upgrade Project. For example, any improvements to water quality resulting from changes to discharge quality will be clearly identified. Calculations of GHG emissions will reflect net changes in GHG emissions, taking into account reductions in GHG emissions relative to existing conditions resulting from increased energy efficiency. The EIR will include a discussion of the project's consistency with energy conservation goals provided in Appendix F of the CEQA Guidelines.

Based on the outcome of the Initial Study and ADEIR prepared for the CIEMP it is anticipated that detailed evaluation will be conducted for the following resource categories:

- Air Quality and Greenhouse Gas Emissions,
- Biological Resources,
- Cultural Resources,
- Hydrology and Water Quality,
- Noise,
- Transportation and Traffic, and
- Environmental Justice.

Other resource categories are anticipated to be evaluated and dismissed based on the limited potential for impacts to occur associated with implementation of the RWCF CIEMP/Upgrade Project (e.g., Aesthetics, Agriculture and Forestry Resources, Mineral Resources, etc.).

The RWCF CIEMP/Upgrade Project EIR would satisfy the CEQA Plus requirements of the State Water Resources Control Board for SRF Loan Program funding. The EIR will include a stand-alone chapter documenting the compliance of the project with applicable federal laws and regulations, in accordance with the SWRCB, Division of Financial Assistance, Environmental Review Process Guidelines for State Revolving Fund Loan Applicants and Instructions and Guidance for Environmental Compliance Information. As defined in those guidelines, the chapter will address compliance with:

- Section 7, Federal Endangered Species Act (ESA),

- Essential Fish Habitat (EFH) Consultation,
- Section 106, National Historic Preservation Act (NHPA),
- Clean Air Act (CAA), Conformity Determination,
- Migratory Bird Treaty Act (MTBA),
- Protection of Wetlands: Executive Order 11990,
- Wild and Scenic Rivers Act,
- Safe Drinking Water Act, Source Water Protection,
- Farmland Protection Policy Act,
- Floodplain Management: Executive Order 11988, and
- Environmental Justice: Executive Order 12898.

The chapter will describe each federal law or regulation, its applicability to the proposed project, and present the facts supporting the compliance determination. The scope of work for this task is defined by and limited to the budget allocated to the task.

#### Task 3.4. Public Review Draft EIR

Under this task, the RBI team will review the City's comments on the Administrative Draft EIR and coordinate with City staff to appropriately modify the Administrative Draft EIR in response to the comments. The Public Review Draft EIR will incorporate City comments, as agreed upon by the RBI team and City staff.

Completion of this task also will include preparing the notice of availability (NOA) for the City's distribution, and preparation of a notice of completion (NOC).

RBI will provide electronic copies of the Public Review Draft EIR, NOA, and NOC to the City. RBI will print up to 20 copies of the public draft EIR.

This scope of work assumes that the City will hold a public hearing and that City staff will lead the hearing and that staff from the RBI team will attend.

#### Task 3.5. Administrative Draft of Final EIR

It is assumed that the City will be responsible for receiving all public comments on the Draft EIR and providing the comment letters to RBI as they are received. RBI will compile all written and verbal comments received on the Draft EIR during the comment period, and will prepare a preliminary summary of commenters and comments for review by the City.

RBI will coordinate with the City to develop responses to comments received on the Public Review Draft EIR and will prepare an Administrative Draft of the Final EIR in conformance with CEQA Guidelines Section 15132 that will consist of an introductory chapter; summary of



text revisions to Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; enumerated comment letters and public hearing transcripts; and responses to the significant environmental points raised in comments received on the Draft EIR.

#### Task 3.6. Final EIR

Under this task RBI will prepare the Public Final EIR for the City's distribution. Following receipt of comments from the City on the Administrative Draft of the Final EIR, RBI will coordinate with City staff to review and clarify (if needed) the City's comments on the Administrative Draft Final EIR and identify appropriate responses for incorporation into the Final EIR.

RBI will provide electronic copies of the Final EIR to the City, and will print up to 20 copies of the Final EIR, upon request.

#### Task 3.7. Draft Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program

The RBI team will develop draft Findings, draft Statement of Overriding Considerations (SOC), and draft Mitigation Monitoring and Reporting Program (MMRP) documentation based on the outcome of the individual resource category evaluations. The format of these documents will conform to the standard format used by the City. RBI assumes that the City will provide the appropriate template for use in developing these documents.

It is noted that the RWCF Upgrade EIR (2004) and CIEMP ADEIR did not identify any significant and unavoidable impacts. This could also be the outcome for the RWCF CIEMP/Upgrade Project EIR. If this is the case, then preparation of a SOC under this task would not be required.

#### Task 3.8. Findings and Mitigation Monitoring and Reporting Program

RBI will coordinate with the City to understand, clarify (as needed), and incorporate comments into the Findings and Mitigation Monitoring and Reporting Program.

Following project approval and EIR certification, RBI will prepare a notice of determination (NOD) and file it with the State Clearinghouse. It is assumed that the City would file the NOD with the County Clerk and pay necessary filing fees at that time.

### TASK 4: PROJECT MANAGEMENT

This task includes day-to-day management of project delivery including internal coordination among RBI team staff, project accounting, budget and schedule tracking, file management, and coordination with City staff via electronic mail and teleconference. The number of teleconferences with City staff is not specified. Consequently, the scope of work for this task is defined by and limited to the budget allocated to the task. If greater than anticipated coordination

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is required for the project, RBI may request a budget augmentation to facilitate necessary additional out-of-scope activities.

RBI will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with the City to ensure objectives are met, the schedule is maintained, and the project is implemented within established budget parameters.

RBI will maintain electronic copies of reference documents or portions of documents cited in the Draft and Final EIR, and will make the electronic files available during the public review periods for both the Draft and Final EIR.

Upon completion of the environmental process (assumed to be filing of the NOD), RBI will provide the City with electronic copies of reference materials used for the project.

## II. Schedule

RBI can initiate work upon receipt of a signed contract or written authorization to proceed from the City. Based on preliminary discussions with the City, RBI understands that the City's goal is to certify the EIR in late 2018/early 2019. Upon authorization to proceed, RBI will coordinate with the City to develop a detailed schedule that maximizes efficiency to meet the City's schedule. RBI assumes that authorization to proceed will be provided by the City by May 2018.

## III. Contract and Billing Arrangement

RBI's current contract for the CIEMP EIR has \$62,033 remaining in it, which would be applied to preparing the EIR for the RWCF CIEMP/Upgrade Project. RBI has accounted for this existing funding in budgeting the tasks identified herein. As such, RBI recommends a budget augmentation of **\$209,000** for completion of the base tasks to develop the EIR (Task 1 through Task 4). This results in a project budget of \$271,033. The breakdown of costs for Tasks 1 through 4, plus direct costs is provided in Attachment 1. RBI will invoice monthly, on a time-and-materials basis, according to staff rates included in RBI's and Ascent's 2018 fee schedule (Attachment 2), and will not exceed the contract amount without written authorization from the City.

If you have any questions regarding this scope of work and budget, please do not hesitate to contact me at (916) 714-1802. We look forward to working with you on this project.

Sincerely,



Michael D. Bryan, Ph.D.  
Managing Partner

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Attachment 1: Budget

Attachment 2: RBI/Ascent 2018 Fee Schedules

Attachment 3: Key Assumptions

EXHIBIT A  
Attachment 1 - Budget

## EXHIBIT 1

LABOR COSTS	Principal In Charge	Senior PM	Principal	Project Planner	Senior Air/GHG/Noise	Associate	Project Scientist III	Principal Wildlife Bio.	Project Wildlife Bio.	Air/GHG/Noise Specialist	Environmental Planner	GIS/ Graphics	Word Processing/ Administrative	Total Hours	Total Dollars	
Rate/Hour	\$285	\$226	\$260	\$145	\$170	\$232	\$195	\$185	\$140	\$125	\$125	\$115	\$95			
Task 1: Kick-Off, Progress, and City Council Meetings																
Kick-Off Meeting (1)	5	5	4	5										19	\$ 4,320	
SRF Meeting (1)	5	5	3											13	\$ 3,335	
City Council Meeting (1)	5	5	5											15	\$ 3,855	
Progress Meetings (1)	5	5	5	5										20	\$ 4,580	
Subtotal, Task 1	20	20	17	10	0	0	0	0	0	0	0	0	0	67	\$ 16,090	
Task 2: Data Collection, Review, and Assessment															4	\$ 5,566
Task 3: Development of the EIR and Associated Documents																
Task 3.1: Notice of Preparation																
Prepare Admin Draft NOP	4	8	2	6								2	2	24	\$ 4,758	
Prepare Screencheck and Public NOP	2	6	1	4									2	15	\$ 2,956	
Scoping Meeting (1)	8	12	6	8								4	1	39	\$ 8,267	
Subtotal, Task 3.1	14	26	9	18	0	0	0	0	0	0	0	6	5	78	\$ 15,981	
Task 3.2: Project Description															8	\$ 14,300
Task 3.3: Administrative Draft EIR																
Introduction	1	8	1	3									1	14	\$ 2,883	
Air Quality and Greenhouse Gas Emissions			2	2	55							4	2	65	\$ 10,810	
Aquatic Biological Resources	2	16		2									2	22	\$ 4,666	
Terrestrial Biological Resources			2					8	38			8	4	60	\$ 8,620	
Cultural Resources			2	4							2		2	10	\$ 1,540	
Geology and Soils			1	1							6		1	9	\$ 1,250	
Hazards and Hazardous Materials	2		1	2		2					4			11	\$ 2,084	
Hydrology and Water Quality	4			2		16	6						1	29	\$ 6,407	
Land Use and Planning			1	1							6			8	\$ 1,155	
Noise/Vibration			2	2	4					32		2	2	44	\$ 5,910	
Transportation/Traffic			2	1							16	4	2	25	\$ 3,315	
Utilities/Service Systems/Energy Use			2	2	2					16	16		1	39	\$ 5,245	
Environmental Justice			1	1							8		2	12	\$ 1,595	
Alternatives	4	16	2	16								3	3	44	\$ 8,226	
Cumulative, Growth Inducing, and Other Statutory Sections	8	8	1	12	2	2		2	2	2	16	3	3	61	\$ 10,422	
Compliance with Federal Laws and Regulations (CEQA Plus)	3	30	1	8									1	43	\$ 9,150	
QA/QC	12	16	8	4			14						4	58	\$ 12,806	
Subtotal, Task 3.2	36	94	29	63	63	20	20	10	40	50	74	24	31	554	\$ 96,084	
Task 3.4: Public Review Draft EIR															4	\$ 19,322
Task 3.5: Administrative Draft of Final EIR															8	\$ 28,978
Task 3.6: Final EIR															8	\$ 12,728
Task 3.7: Draft Findings/SOC and MMRP															4	\$ 12,266
Task 3.8: Findings/SOC and MMRP															2	\$ 4,978
Task 4: Project Management/Coordination															30	\$ 30,008
Total Labor Hours	138	364	97	197	79	36	34	18	50	62	140	58	108	1381		
Total Labor Dollars	\$39,330	\$82,264	\$25,220	\$28,565	\$13,430	\$8,352	\$6,630	\$ 3,330	\$ 7,000	\$ 7,750	\$ 17,500	\$ 6,670	\$ 10,260		\$ 256,301	
DIRECT COSTS																
1. Subconsultants (Natural Investigations, Inc.) - Cost updated for CEQA Plus																\$ 10,000
2. Printing: (rounded to nearest whole \$)																
NOP: 20 copies (@ \$6.50 each)																\$ 130
Administrative Draft EIR: 5 copies (@ \$70 each)																\$ 350
Public Review Draft EIR: 20 copies (@ \$70 each)																\$ 1,400
Administrative Draft of Final EIR: 5 copies (@ \$35 each)																\$ 175
Final EIR: 20 copies, (@ \$35 each)																\$ 700
Final Findings and MMRP: 20 copies (@\$15 each)																\$ 300
Reproduction Subtotal																\$ 3,055
3. Other Reproduction																\$ 115
4. Mileage/Parking																\$ 600
5. Maps/Supplies/Photos																\$ 112
6. Postage/Delivery																\$ 500
7. Miscellaneous/Per Diem/Etc.																\$ 350
Total Direct Costs																\$ 14,732
OVERALL COST ESTIMATE																
TOTAL ESTIMATED FEE (Tasks 1 through 4 and Direct Costs)																\$ 271,033
CREDIT FOR CURRENT REMAINING PROJECT BUDGET																\$ 62,033
TOTAL BUDGET																\$ 209,000

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**ATTACHMENT 2**

**2018 Fee Schedule**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
♦ Managing Partner	\$285.00
♦ Principal Engineer/Scientist	\$268.00
♦ Resource Director	\$242.00
♦ Associate	\$232.00
♦ Senior Engineer/Scientist II	\$226.00
♦ Senior Engineer/Scientist I	\$217.00
♦ Project Engineer/Scientist III	\$201.00
♦ Project Engineer/Scientist II	\$191.00
♦ Project Engineer/Scientist I	\$174.00
♦ Staff Engineer/Scientist II	\$162.00
♦ Staff Engineer/Scientist I	\$148.00
♦ Technical Analyst	\$142.00
♦ Graphics/GIS	\$130.00
♦ Administrative Assistant	\$93.00
♦ Intern	\$60.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually.

**INVOICING AND PAYMENTS**

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

**ASCENT ENVIRONMENTAL, INC.**  
**2018 RATE SCHEDULE**  
 (EFFECTIVE UNTIL MARCH 1, 2019)

The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.

Labor Classification	Billing Rate
Principal, Director	\$200 to \$265
Senior Environmental Manager, Senior Planner/Scientist/Biologist	\$150 to \$210
Environmental Manager, Project Planner/Scientist/Biologist	\$120 to \$165
Staff Planner, Environmental Planner Staff Scientist/Staff Biologist	\$90 to \$150
Graphics/GIS	\$90 to \$125
Document Production/Word Processor/Administrative Assistant	\$90 to \$115
Project Assistant	\$65 to \$95
Direct Costs	Rates
Reproduction: 8 ½" by 11"	\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter	\$5/square foot
Reproduction: CDs	\$10/disc
Automobile mileage (IRS rate in effect)	\$0.545
Noise meter	\$100 / half day, \$150 / day, \$200 / day plus overnight, \$500 / week
GPS Unit	\$100 / half day, \$150 / day, \$200 / day plus overnight, \$500 / week
Lodging and/or Per Diem	Government rates or as negotiated
Other direct costs	As incurred
Subcontractors	As incurred*

\*A project-support management cost of 10 percent will be applied to subcontractor costs.

**Lump-Sum Price.** Work is authorized based on a lump sum price. Monthly invoices will be issued based on the percentage of progress toward completion of the work.

**Price Allocation to Tasks or Staff.** If the proposed cost presentation allocates funding to specific tasks or staff, Ascent may reallocate budget during the course of work, as long as the total contract price is not exceeded.

### ATTACHMENT 3

#### KEY PRICE PROPOSAL ASSUMPTIONS

To promote clarity, the following assumptions explain the basis of the price to implement the proposed scope of work. Please note that the price is estimated based on a good faith effort and current understanding of the project needs of the City. Variations in approach, issues, and deliverables may require adjustment of the overall contract price to complete the work to the City's satisfaction.

**Scope and Cost Validity.** The proposed scope of work and price are valid for 120 days from the date of submittal, after which it may be subject to revision.

**Compliance with CEQA.** The price assumes that an environmental document will be prepared in compliance with CEQA and with the State Water Resources Control Board's CEQA-Plus requirements for State Revolving Fund loans.

**AB 52 Consultation.** RBI will prepare the required letter, to be printed on City letterhead, to tribes requesting notification of projects to be undertaken by the City. The price assumes, however, that tribes will not request consultation regarding tribal cultural resources pursuant to AB 52.

**Schedule.** The price is based on the proposed schedule. Should significant delay occur (more than 60 days) for reasons beyond the RBI team's control, a budget amendment may apply to the remaining work, based on labor rates in effect at that time. RBI will coordinate with the City about a course of action, if a significant delay occurs.

**Price Allocation to Tasks.** The proposed price has been allocated by task to determine the total budget. Because of the earlier effort on the CIEMP EIR, assumptions have been made that much of the previously prepared documentation can be reused for this RWCF CIEMP/Upgrade Project EIR. In addition, no budget has been included to accommodate editing that may need to be done due to the Project changing after the Project Description and/or resource assessment have been prepared, which would require round(s) of editing. This could occur due to the progressive design/build nature of the project. As such, the breadth of effort for each task within the scope of work is defined by and limited to the hours budgeted for the task in Attachment 1. RBI may reallocate budget among tasks, as needed, as long as the total budget is not exceeded. If the hours of work required to complete a task substantially exceeds that budgeted for the task, then a contract budget augmentation will be required.

**Meetings.** A total number of meetings is specified. If the number of meetings exceeds this total defined in the scope of work a contract budget augmentation may be required. RBI will advise the City's Project Manager, if this circumstance arises.

**Public Notices.** The City will be responsible for the cost of newspaper publication of notices. These costs are not included in the proposed price.

**Billing rates.** The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, any contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.

**Changes to the Project Description or Description of Alternatives.** After the descriptions of the project and alternatives are approved by the City for use in the environmental document, it is assumed they will not change during the course of analysis and document preparation. If changes are necessary and they affect work already completed or require an increased level of effort for remaining work, a contract budget augmentation may be warranted.

**Changes in the Scope of Analysis.** The proposed price assumes that, except as stated in the scope of work, no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified through the scoping process, review of technical information provided by the City and the design team, or by other affected agencies after contract execution.

**Document Review Cycles.** RBI assumes one (1) review cycle for all documents provided to the City for review, including the administrative draft EIR, public notices, administrative draft of the Final EIR, etc. Additional review cycles or additional versions of administrative or other drafts, if desired, would be provided but a contract budget augmentation may be warranted.

**Consolidated Comments.** To facilitate efficiency in responding to comments, the City will provide one set of consolidated, non-conflicting comments on administrative draft deliverables submitted to the City for review.

**Responses to Public Comments.** After public review of the draft environmental document, RBI will prepare a list of commenters, compile and organize the comments, review and evaluate the comments, and meet with Ascent Environmental, Inc. and the City staff to discuss and develop a strategy for responses. Up to 80 labor hours are assumed for drafting responses to public comments, as a reasonable estimate based on a preliminary expectation about the level of public interest. Generally, the budget for responses to comments is tied to the type and complexity of comments, rather than the number of comments. For instance, 30 similar comments could address one issue and warrant one, substantive response that requires 10 hours of effort, whereas a single comment could require research, field checking, and a comprehensive response that requires 20 hours to address. RBI believes in transparency, and will work with Ascent and the City to provide a fair budget for responses, once comments are received.

**References Cited in the Deliverables.** The RBI team will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. The RBI team will submit electronic copies of references to the City for project files upon completion of the authorized work.



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**Reproduction Costs.** Reproduction costs for the administrative drafts of work products for lead agency review and comment are included in the enclosed price estimate. A proposed budget for reproduction of public documents is included in the price, based on assumptions regarding the number of copies, document length, and extent of color graphics. Hard copies of the EIR will only be produced upon request, with electronic versions being the primary form for distribution.

**Final Environmental Document.** The final environmental document will consist of a Responses to Comments volume that includes an introductory chapter; a list of commenters; enumerated comment letters and public hearing comments; and responses to the significant environmental points raised in comments. All text revisions to the draft environmental document will be assembled in a chapter of the final environmental document. Modification and/or reproduction of a revised EIR (revised draft EIR) is not included.

**Litigation Support.** The RBI team is available to assist City in response to a lawsuit (if needed), subject to an amendment to the contract and budget. Except for electronic files of cited references, which will be provided as described above, assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be provided with a budget augment.

**Additional Project Documentation.** This scope of work addresses an EIR and associated notices and documentation as described in Tasks 1 through 4. If additional documentation, including state or federal Endangered Species Act compliance (e.g., a Biological Assessment), permit support, etc. is requested, a contract modification and budget augmentation would be required.