

PROJECT #: P06-187  
PROJECT NAME: Delta Shores  
DEPARTMENT: Development Services Department  
DIVISION: Environmental Planning Services

CITY OF SACRAMENTO

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of December 18, 2006, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*EIP Associates, a division of PBS&J  
1200 Second Street, Suite 200, Sacramento, CA 95814  
(916) 325-4800 ph  
(916) 325-4810 fax*

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
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 the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

**CONSULTANT:**

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

EIP Associates, a division of PBS&J  
NAME OF FIRM

Print name: Marty Hanneman  
Title: Assistant City Manager

94-1410558  
Federal I.D. No.

For: Ray Kerridge, City Manager

137-5538-4  
State I.D. No.

APPROVED TO AS FORM:

67462  
City of Sacramento Business Op. Tax Cert. No.

Paul D. Gode  
City Attorney *1-10-07*

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: \_\_\_\_\_*)

*Den*

ATTEST:

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

Catherine C McEree  
**Signature of Authorized Person**  
Catherine C McEree  
*Senior Program Manager*  
Print Name and Title

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: EIP Associates, a division of PBS&J

Address: 1200 Second Street, Suite 200, Sacramento, CA 95814

The above named Consultant ("Consultant") hereby declares and agrees as follows:

1. Consultant has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Consultant agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
  - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Consultant to the provisions of this Declaration.

Catherine C McElee  
Signature of Authorized Representative

12/28/06  
Date

Catherine C McElee  
Print Name

Senior Program Manager  
Title

**EXHIBIT A**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Dana Allen, Senior Planner  
City of Sacramento, Development Services Department, Environmental Planning Services  
2101 Arena Boulevard, Suite 200, Sacramento, CA 95834  
916-808-2762 ph, 916-566-3962 fax, dallen@cityofsacramento.org*

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

*EIP Associates, a division of PBS&J  
1200 Second Street, Suite 200, Sacramento, CA 95814  
(916) 325-4800 ph  
(916) 325-4810 fax*

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is \_\_\_ is not X [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)
- 3. Scope of Services.** The services provided shall be set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 4. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

## **Delta Shores EIR Scope of Work, Schedule, and Budget**

Critical to the success of any project is the key staff assigned to do the work. EIP Associates, a division of PBS&J (EIP/PBS&J) comprises some of California's leading environmental professionals land use analysts, biologists and project managers. Our specialization is, and always has been focused on local, regional and state-wide environmental and water projects. The everyday job of each EIP/PBS&J Project Team Member consistently involves the evaluation, documentation, and resolution of a wide variety of environmental issues. This is what we do best.

Our Project Team has focused its practice on Northern California. For the past 38 years, EIP has concentrated exclusively on California's environmental and water markets. As a California firm, we have dedicated our energies and resources to excelling in the intricate and constantly changing regulatory environment that is California.

### **Organizational Chart**

The organizational chart for this contract is presented here:

### **Project Understanding**

The proposed Delta Shores project (proposed project) is an 800-acre planned development that includes residential, commercial, parks and open space, school uses, and public facilities. The project site is located in South Sacramento along Interstate 5 (I-5). Approximately 120 acres is located west of I-5 with the remaining 680 acres located on the east side of I-5. The project site is currently undeveloped and designated in the City's General Plan for high tech industrial, commercial, and residential uses.

It is anticipated that the project approvals would include a General Plan Amendment, Community Plan Amendment, rezone, PUD Guidelines and Schematic Plan, Tentative Master Parcel Map, multiple Small Lot Subdivision maps, PUD Special Permits, and a Development Agreement. Elements of the project that are requesting approvals and/or development entitlements at this time, will be addressed in the EIR on a project-specific level. A "project EIR" is intended to fully address the environmental effects associated with full construction and implementation or operation of a proposed project.

Existing regional and site-specific documentation will be used to the extent feasible. To the extent possible information associated with the EIRs to be prepared for the City's General Plan Update and the South Sacramento, Airport/Meadowview Community Plan will be used for this EIR. Site-specific technical studies provided by the applicant will be reviewed for accuracy and will be incorporated into the EIR analysis. It is our understanding that the applicant has prepared the following technical reports for the EIR: wetland delineation, special status species assessment, results from the aquatic invertebrate sampling, cultural resource records search information. It is assumed the project applicant would also provide the City with a Phase I ESA, a geotechnical report, drainage report, and any utility infrastructure plans for water, wastewater and storm drainage.

This scope of work for the EIR includes preparation of the following products: Draft Notice of Preparation and Initial Study (NOP/IS); Final NOP/IS; Notice of Completion (NOC); Administrative Draft EIR (ADEIR), Screencheck Draft EIR; Draft EIR (DEIR); Administrative Final EIR (AFEIR); Screencheck Final EIR, Final EIR (FEIR); Mitigation Monitoring Program (MMP); and Findings of Fact and Statement of Overriding

Considerations. In addition, this scope of work describes the tasks for attending public workshops and hearings, and project management (including meetings).

The EIR will be objective, accurate and free of jargon so that the information it contains is accessible to decision makers and the public. Graphics consisting of maps, drawings, and photographs will be provided in a consistent format throughout the report. They will clearly and accurately depict the project and present environmental data where such data is better understood through photographs and/or drawings. All documents will be provided in Microsoft Word format and Adobe PDF (as noted in the scope).

## **Task 1: Project Initiation**

Once the contract has been finalized, EIP/PBS&J will attend a "kick-off" meeting with City staff following receipt of written notice of authorization to proceed from the City. The following items will be discussed at this meeting:

- Project description
- Sources of additional information – including technical studies prepared for the project
- Scope of Work
- Format of NOP/IS, and DEIR
- Standards of significance
- Key issues, including anticipated significant impacts and foreseeable mitigation measures
- Alternatives to be addressed in the EIR, if available
- Approach to cumulative analysis (including cumulative context and approach to mitigation)
- EIR Schedule
- Communication protocol

Those items that cannot be finalized at the project initiation meeting will be resolved through subsequent verbal and written communication with City staff and/or the project applicant.

EIP/PBS&J will review existing background documents and coordinate closely with City staff and the applicant(s) to prepare a detailed project description. The project description will form the basis for the environmental analysis. It is assumed that the requested project information will be provided by the project applicant in a timely manner to meet the project schedule and to ensure an accurate and complete project description. The project description will describe the project area, project objectives, scope of the EIR analysis, and anticipated project approvals. During this process, EIP/PBS&J will identify any additional data needs and confirm the need for additional technical studies.

During preparation of the project description, EIP/PBS&J will work with City staff to refine the range of project alternatives that will satisfy CEQA requirements and respond to public interest and concerns. We recommend that a list of possible alternatives be included in the NOP, if feasible. The alternatives will continue to be refined throughout the ADEIR preparation, based on input from the public in response to the NOP/IS and the outcome of the environmental analysis.

The EIR project team will visit the site to familiarize themselves with the project area and any potential issues associated with the location.

### *Work Products*

- Data request

- One electronic copy of the draft project description
- Refined Scope of Work and schedule, if required
- Memoranda on key items (e.g., standards of significance, alternatives), as needed
- Attendance at one start-up meeting with City/applicant

## **TASK 2: Notice of Preparation and Initial Study**

As stated in the Request for Proposal (RFP) EIP/PBS&J will prepare the administrative draft (AD) NOP and IS with text discussion and support of conclusions for City and applicant review. The NOP/IS will be released together for public review, unless requested otherwise by the City. This will serve as the basis for identifying those issues that require further study in the EIR. Preliminary analysis and research indicates that the following issues may be adequately addressed in the IS: cultural resources, hazards and hazardous materials, geology, mineral resources, and population and housing. At this time it is assumed that the cultural resources section of the IS will include the findings from the records search and a historic analysis of any existing on-site structures. If any structures scheduled for demolition are determined to be historic buildings, appropriate mitigation will be included. Per the RFP, once finalized, EIP/PBS&J will distribute 15 copies of the NOP/IS along with a Notice of Completion (NOC) to the State Clearinghouse to start the 30-day public review period. This scope of work assumes EIP/PBS&J will provide the City with a pdf version of the NOP/IS on CD for the City to make copies of the NOP/IS and distribute to interested members of the public. It is also assumed the City will hold a scoping meeting during the 30-day NOP review period. EIP/PBS&J staff (Project Manager and Deputy Project Manager) will attend the scoping meeting and provide a brief overview of the CEQA process, if requested by City staff. It is assumed either City staff or the project applicant will make a presentation on the project. EIP/PBS&J will provide handouts and background information on the CEQA process, if requested by City staff. This scope of work assumes City staff will reserve a meeting space and provide public notification.

### *Work Products*

- One electronic copy of the Administrative Draft NOP/IS
- NOP/IS in an electronic format (MS Word and PDF file)
- 15 copies of the NOP (and NOC)

### **Subtask 2.1: Review Comments on the NOP and Revise Scope**

Following the close of the 30-day NOP public comment period, if requested EIP/PBS&J will meet with the City and the applicant to review comments received on the NOP and to verify the scope of the EIR. Depending upon the types of comments received, the EIR Scope of Work may need to be refined to address issues that were not originally anticipated. If this occurs, EIP/PBS&J will prepare a revised Scope of Work and budget, if required, for submission to the City.

### *Work Products*

- Revised Scope of Work, budget, and schedule, if required

## **Task 3: Draft EIR**

EIP/PBS&J will prepare a complete, comprehensive, and legally adequate EIR. Public responses to the NOP will be addressed as appropriate in the DEIR. The EIR will be prepared in accordance with CEQA, the CEQA

Guidelines as recently updated, recent case law, and the local regulations of the City of Sacramento.

The environmental setting (existing conditions) will be clearly described in each technical section of the EIR along with the regulatory setting information. The Introduction in each technical section will summarize the applicable NOP comments and identify sources of information relied upon for the analysis. The methods of analysis and standards of significance used for determining impacts of the Delta Shores project will be clearly and explicitly described in each technical section of the EIR including any assumptions that are important to understand the conduct or conclusions of the analysis. The environmental impacts of the project will be described in the EIR. The level of significance will be identified both before and after mitigation. Each impact will be numbered, consistent with any corresponding mitigation measures. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and parties responsible for implementation of the measure. The determination of impacts will be based on thresholds of significance developed in accordance with CEQA requirements and the City's environmental guidelines and requirements, and other recently approved environmental documents. Feasible mitigation measures will be developed to reduce or avoid identified adverse impacts, if available.

The EIR will be free of jargon so that the information it contains is accessible to decision-makers and the public. The methodology and criteria used for determining the impacts of the project will be clearly and explicitly described in each technical section of the EIR, including any assumptions, models, or modeling techniques used in the analysis.

Key issues to be evaluated in the EIR include aesthetics, agricultural resources, air quality, biological resources, hydrology and water quality, land use and planning, noise, transportation and circulation, and public services, and utilities. Depending upon the records search there is the potential for cultural resources to be addressed solely in the IS. For the purposes of this scope of work it is assumed that cultural resources will be addressed in the IS and not in the EIR unless it is determined that there is a potential for prehistoric or archeological resources to be present on the site. If that were to occur, EIP/PBS&J would request the scope of work and budget be revised to include a review of the site by a certified archaeologist.

The process to prepare the DEIR is described below. The City is in the process of updating its General Plan as well as the South Sacramento, Airport/Meadowview Community Plan (South Sacramento Plan). The project site is located within the South Sacramento Plan area. At this time it is anticipated that the General Plan would be approved sometime in spring 2008. To the extent information from either the General Plan EIR or South Sacramento Plan EIR is available and applicable it will be relied upon for this EIR. However, there is the potential that this project would precede completion of either the General Plan EIR or the South Sacramento Plan EIR.

Based on our experience it is common to have a meeting with city staff and the applicant during preparation of the DEIR to review project updates and potential issues that relate to the environmental review.

### Subtask 3.1: Administrative Draft EIR

EIP/PBS&J will prepare an ADEIR for City and applicant review. The following describes the specific tasks for completing the ADEIR.

#### Summary

The EIR will include a summary chapter that sets the context for the EIR, and clarifies for the lay reader the importance of the conclusions of the EIR. The summary will briefly describe the EIR process, the project and

alternative descriptions, potentially controversial issues, and comments received on the NOP. A summary table will be provided, consisting of a matrix of impacts and mitigation measures from the DEIR and IS, including levels of significance of impacts before and after mitigation for the project. A separate table summarizing the relative impacts of the alternatives compared to the project will also be provided.

### **Project Description**

Using text and graphic representations, EIP/PBS&J will describe the location and characteristics of the proposed project (see Task 1). The project description will clearly describe the project and how the project will be addressed in the EIR. The project description will describe the following: (1) any adjustments to the project description since the project application was submitted to the City and/or circulation of the NOP, (2) project objectives, (3) specific project characteristics, (4) construction phasing, and (5) actions required to approve the project.

### **CEQA-Required Sections**

The EIR will include other CEQA-required sections including growth-inducing impacts, irreversible environmental effects, and a summary of significant and unavoidable impacts.

**Growth-Inducing Impacts** - The EIR will discuss the ways that the proposed project could foster direct and/or indirect economic or population growth or the construction of additional housing in the vicinity and how that growth will, in turn, affect the surrounding environment.

**Irreversible Environmental Effects** - The EIR will evaluate the proposed project for significant irreversible environmental changes consistent with CEQA Guidelines section 15126.2(c).

**Significant and Unavoidable Impacts** - The EIR will include a summary of all significant and unavoidable impacts identified and discussed in each of the technical sections of the EIR.

**Cumulative Impacts** - A summary of cumulative impacts identified for the proposed project (discussed in detail in each technical section). The cumulative context will be developed as part of Task 1. Actions taken by the City will be considered as to the relevance for the cumulative context.

### **Non-CEQA Analyses**

A separate chapter will be provided for the Land Use and Planning analysis. Land use and planning-related issues are not considered environmental impacts in and of themselves; nonetheless, they are of public concern and the EIR can be used to inform decision makers and the public of project effects in this area.

### **Land Use Consistency and Compatibility**

Key issues to be addressed in the land use section include consistency with adopted plans, specifically the City's General Plan and the South Sacramento, Airport, Meadowview Community Plan, as well as compatibility with existing adjacent land uses. In addition, the relation of the project to the SACOG Blueprint will also be addressed. The City is currently in the process of updating this Community Plan; however, it is not anticipated to be adopted by the City until sometime in 2008. Where there is a potential policy consistency or land use compatibility conflict that would result in physical impacts on the environment, these issues will be addressed in the appropriate technical sections of the EIR. The Land Use chapter will list applicable General Plan Land Use policies and discuss whether the proposed project is generally consistent or inconsistent with those policies. This scope of work assumes the City will provide input and direction on any potential inconsistencies

between the project and General Plan policies and that the City will provide language and/or an approach on how to resolve any potential project inconsistencies.

The EIR will document existing and planned land uses within the project area and adjacent parcels, based on a site visit and review of applicable plans. Major development projects approved or planned for the surrounding area will be identified. Particular attention will be paid to assess how any change in use, intensity, or pattern of land uses associated with the project could affect the area.

### **Alternatives**

The EIR will analyze up to three project alternatives (including the no project and reduced intensity alternatives) that are developed during Task 1. The basis for selecting each alternative will be provided. It is assumed that impacts associated with the loss of biological resources, designated farmland, and an increase in traffic and resulting air emissions and noise would be the primary factors to be addressed in developing project alternatives. A discussion of alternatives that were considered but rejected or evaluated with a lesser level of analysis will also be included. The alternatives analysis will be qualitative: impacts of project alternatives will be compared to those of the proposed project. Where impacts of the alternatives and the proposed project are similar, the EIR will briefly explain why the impacts would be similar. The EIR will contain more detail in cases where impacts would differ between the alternatives and the proposed project.

### **Evaluation of Technical Issues**

The technical sections of the ADEIR will describe the existing physical conditions at the project site. EIP/PBS&J will rely upon technical studies prepared for the project, provided by the applicant. Relevant federal, state, and local laws and regulations, including City of Sacramento General Plan policies, will be summarized. The methods and standards of significance used for determining impacts of the project will be clearly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of in the analysis. The standards for determining impact significance will be based on the City's standards of significance, unless directed otherwise. The standards will be used both to determine whether an impact is significant and the effectiveness of recommended mitigation. Feasible mitigation measures will be identified for each significant impact, if available. Where applicable, suggested mitigation measures involving fees will be discussed and considered for incorporation into the City's development fee program. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and the parties responsible for implementation of the measure.

At this time, we anticipate the following technical issues will be addressed in the EIR: aesthetics, agricultural resources, air quality, biological resources, hydrology and water quality, noise, transportation and circulation, public services and utilities.

Below is a discussion of the tasks to be completed to evaluate the technical issues.

#### *Aesthetics*

EIP/PBS&J will describe the existing visual character of the area and use photographs to identify views to and from the project site. The analysis of aesthetic impacts of the project will be qualitative. Development proposed will be evaluated for its potential to adversely impact the existing visual character in the area. The primary visual resource concerns are that the new structures could conflict with the visual character of the surrounding rural area to the south and that they could create hazards or nuisances due to lighting or glare. The EIR will identify locations, if any, where light or glare could interfere with driving or other activities and

qualitatively evaluate the effect, including a qualitative discussion of night sky pollution. The EIR analysis will provide a general description of the change from the existing undeveloped, rural character to the developed, suburban character at project build-out.

Because perception of building design is subjective, the Aesthetics section will not include an analysis of specific elements of the project or specific evaluation of lighting, building facades/materials, building elevations, landscape features, or signage. It is assumed the project has been designed in compliance with the City's design guidelines. The Aesthetics section will not analyze consistency of these guidelines with City policies for the sake of a consistency analysis. However, where an inconsistency with a City policy could result in a physical impact (i.e., design of light fixtures could create substantial lighting on surrounding properties); the inconsistency and physical impact will be addressed. If required by the City, this scope of work assumes that the project applicant will provide visual simulations showing the proposed project in context with the surrounding area.

### *Agricultural Resources*

The Agricultural Resources section will address existing agricultural resources on the project site and in the vicinity. This section will discuss the effects of the proposed development on agricultural uses currently on site and surrounding the project area. This section will also describe the soil types and Important Farmland designations (including, but not limited to Farmland of Local Importance, Statewide Importance, and Unique Farmland) on the site. Potential conflicts with provisions of the City's General Plan and other relevant agricultural regulations will also be discussed. The section will also discuss the potential for the proposed project to result in incompatibilities with existing adjacent agricultural uses to the south and east and the potential for the loss of productivity on adjacent agricultural lands. Potential impacts of conversion of the agricultural land within the project area to residential, school, commercial, or recreational uses will be evaluated and feasible mitigation measures will be proposed, consistent with City General Plan policies, as well as state and federal requirements, to reduce these potential impacts to less-than-significant levels, if available.

### *Air Quality*

The EIR will identify existing sensitive receptors for air pollutants in the vicinity of the project site and summarize existing emissions and odor sources from the project site. Due to its proximity to the Sacramento Regional County Sanitation District wastewater treatment facility buffer lands odor issues will be addressed in the EIR.

Construction emissions associated with site clearing and construction of new buildings will be quantified. Emissions from diesel-powered mobile equipment and fugitive dust from exposed soils will be estimated and quantified using URBEMIS7G or some other comparable Sacramento Metropolitan Air Quality Management District (SMAQMD) approved method. Potential impacts will be identified by comparing model-estimated emissions with the air district's thresholds.

Air quality impacts associated with operational activities, such as those emissions from new vehicle trips to and from the project site and area source emissions within the site, will be estimated using URBEMIS7G or some other comparable SMAQMD-approved method. All emission estimates will be compared with the air district's adopted thresholds.

Intersections operating at LOS D or worse will be analyzed and, if necessary, CALINE4 will be used to analyze potential CO hotspots at failing intersections for Existing plus Project and Future plus Project conditions.

Potential impacts associated with Toxic Air Contaminants from both stationary source facilities and mobile sources will be qualitatively evaluated. EIP/PBS&J will prepare the checklist included in SMAQMD's "Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways" to determine if a Health Risk Assessment (HRA) is required for the project. This is still a Draft document that may change before it goes before the SMAQMD Board for approval in January 2007. This scope of work assumes that the City will approve using the air district's current protocol to assess whether a HRA is necessary for diesel particulates. Attached to the end of this scope of work is the scope of work to prepare the HRA.

### *Biological Resources*

To prepare the Biological Resources section of the EIR, EIP/PBS&J will review the wetland delineation and special-status species assessment provided by the project applicant to determine if it is adequate for the purposes of the EIR. EIP/PBS&J will search the California Natural Diversity Database (CNDDDB) for recorded observations of special status plant and animal species at or in the vicinity of the project area. It is assumed the project applicant will include the locations and diameter at breast height (dbh) of all native (e.g., oak) trees on-site and will include a map showing the location of native trees. Because the site has historically been used for agriculture there are not many trees present on the site. However, the project site could provide suitable habitat for special status species including vernal pool crustaceans, western burrowing owl, giant garter snake, Swainson's hawk, and other foraging raptors. EIP/PBS&J will also contact the U.S. Fish and Wildlife Service and California Department of Fish and Game to get input on other resources in the area (e.g., species of concern) within their respective jurisdictions.

EIP/PBS&J biologists will conduct a reconnaissance-level survey of portions of the project site where the most sensitive or critical habitat has been identified to map out and to characterize existing vegetation communities to determine the presence/absence of special status plant and animal species and/or suitable habitat to support them to confirm the findings presented in the applicant's report. In addition, EIP/PBS&J will also run a CNDDDB records search to confirm information provided by the applicant's biologist.

EIP/PBS&J will describe the existing biological conditions on site to a level of detail sufficient for CEQA clearance, detailing the results of all background research, agency consultation, and field surveys, and including a map of all vegetation communities and locations of any special-status species or habitats detected, along with the distribution and extent of all potential wetlands and waters of the U.S. The EIR will include feasible mitigation to off-set or reduce the significance of any impacts.

### *Hydrology and Water Quality (including storm drainage)*

EIP/PBS&J will describe the natural drainage patterns, existing storm drainage, and flood control systems. Existing peak drainage flows and storage capacity of the floodplain will be described based on information provided by the applicant's engineer. EIP/PBS&J will describe the flooding potential based on review of the Federal Emergency Management (FEMA) Flood Insurance Maps (FIRM). Federal Emergency Management Agency (FEMA) maps will be used to describe existing designated flood plains. Existing and planned regional drainage and flood control infrastructure will be described based on information provided by the City and the applicant. Applicable City policies and ordinances and state and federal regulations will be discussed.

Existing and proposed storm water drainage will be discussed and evaluated based on information to be provided by the applicant's engineer and confirmed by the City. It is assumed the project applicant will prepare a drainage study, which is usually required by the city. The EIR will qualitatively (unless quantitative information is available) assess the existing drainage condition and evaluate potential impacts.

The EIR will determine whether proposed drainage facilities would meet the City's standards. The City is currently preparing new stormwater quality design standards that are anticipated to go into effect after May 18, 2006. The EIR analysis will describe the process for mitigating potential runoff on-site and downstream impacts to ensure consistency with adopted standards. EIP/PBS&J will consult with the City regarding the appropriateness of on-site detention for the project site, if necessary.

Groundwater resources will be described using existing documentation in terms of depth, direction of flow, quantity and quality. Impacts evaluated will include the effects of development of the proposed project on groundwater recharge potential. General water quality effects will be addressed for construction and operation of the proposed project and any applicable National Pollutant Discharge Elimination System (NPDES) Permit requirements and City requirements will be described. This section will also address potential changes in water quality as a result of site development. EIP/PBS&J will discuss the applicability of relevant water quality regulations to reduce potential effects. These requirements would include, but would not be limited to, the National Pollution Discharge Elimination System (NPDES) permit requirements for construction, local erosion and sedimentation control requirements, and NPDES Phase 2 permits for small municipalities. Water quality can be adversely impacted during the construction phase of the project. Also, urbanization can increase contaminate loadings in surface runoff. The water quality impacts will be discussed qualitatively, and likely will be adequately mitigated through compliance with state regulations and city standards.

#### *Noise*

The proposed project will be required to comply with all City noise standards and be consistent with the noise element of the General Plan. EIP/PBS&J will evaluate the proposed project to determine if it would conflict with any local noise regulations, the General Plan, or whether it would have any noise-related impacts as described in Appendix G of the CEQA Guidelines.

The noise analysis will address the impacts of the project on background noise levels and the population's exposure to excessive noise levels associated with proximity to I-5. Existing ambient daytime noise levels will be measured within and around the project area to identify representative noise levels at various locations. The existing noise levels will be measured using a Larson-Davis Model 814 precision sound meter, which meets the American National Standards Institute (ANSI) for general environmental noise measurement instrumentation.

Because the project area is currently undeveloped, it is not anticipated that construction of the initial phase(s) of the project would expose large numbers of people to construction noise. However, residents are located to the north of the project site that could be exposed to noise and vibration generated by construction equipment. The EIR will generally describe the types of noise-generating construction activity that would occur and the likely pieces of construction equipment that would be used. The potential for construction noise impacts on nearby and on-site noise-sensitive land uses, both existing and future, will be characterized by quantifying anticipated noise levels based on distance from the noise source.

The proposed project will increase traffic in the project area and in other jurisdictions. Using traffic volume numbers from the traffic study, project-generated traffic noise will be modeled at impacted intersections and roadway segments using the Federal Highway Administration's Traffic Noise Prediction Model (FHWA-RD-77-108). The model will calculate the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site conditions. Traffic noise levels will be compared to local noise standards. Mitigation measures, including the preparation of noise studies for individual projects, will be recommended to reduce any impacts, if no other feasible measures are available. In addition, the proximity to I-5 will be

addressed and mitigation included that ensures interior noise levels meet the required City standards.

### *Transportation and Circulation*

It is assumed that the traffic analysis will be prepared under a separate contract directly with the City. This scope of work assumes the traffic consultant (under contract to the City) will provide EIP/PBS&J with the information necessary to complete the air quality and noise modeling and prepare the draft traffic section to be included in the DEIR in a form that is consistent with the format of the rest of the EIR document. The traffic consultant or the City will also provide EIP/PBS&J the traffic alternatives analysis in MS Word so that EIP/PBS&J can incorporate the information into the alternatives chapter of the EIR. EIP/PBS&J will coordinate with the traffic consultant and provide the required EIR format to help streamline the process.

### *Public Services*

Public services include the provision of law enforcement (police protection), fire protection, schools, parks, and solid waste. The EIR will describe the existing levels of service, response times (if appropriate) and the ability of each service provider to accommodate the project. Based on population projections for the proposed project and level of service standards for service providers, the EIR will estimate the increase in demand on service providers. It is assumed that the project applicant would be required to pay all applicable fees toward the provision of necessary services, and that these services will, therefore, be available. The EIR will evaluate the extent to which the increased demand on these services could result in physical environmental effects, such as through the construction of new facilities, to serve the project.

#### **Police Protection**

For law enforcement, EIP/PBS&J will contact the City's Police Department to establish existing and planned service levels, staffing levels, and response times. Using factors developed in consultation with the police department and City staff, the demand for police services will be quantified and compared to existing and planned service levels.

#### **Fire Protection**

To determine potential impacts to fire protection services, EIP/PBS&J will contact the City's Fire Department for information on response times and current and planned staffing levels. Existing demand for fire services in and around the project area will also be described.

Using factors developed in consultation with the appropriate fire service providers, the EIR will evaluate the ability to serve the project site after construction. Particular attention will be given to response times and phasing of residential development, roadways, and fire station locations. The potential for wildland fire hazards due to the juxtaposition of open space and developed areas will also be discussed.

#### **Schools**

A discussion of schools will also be included in the EIR. The existing and projected school enrollment will be identified and new school enrollment projections developed. The enrollment projections will be compared to existing and planned school capacity to determine available capacity. The project includes two elementary schools.

#### **Parks**

The EIR will identify existing and planned park facilities in the vicinity of the project site, and the current City

park standards. The EIR will quantify the demand for parkland generated by the proposed project, based on the City's standards. This demand will be compared to the amount, location, and type of parks proposed for the project. The EIR will include a discussion of the types of parks and recreational facilities proposed for the project and how the various facilities relate to the City's standards. The impacts of the facilities themselves, such as light from any sports facilities, will be evaluated in the appropriate technical sections of the DEIR.

### **Solid Waste**

The amount of solid waste generated from the project during construction activities and project operation will be quantified based on factors developed in consultation with the City's Solid Waste facilities Division and the California Integrated Waste Management Board (CIWMB). Construction waste could be disposed of at a variety of landfills including Lockwood Landfill, Keifer Landfill, or Yolo County Landfill. Project-generated solid waste will be compared to existing and future landfill capacity to determine whether the proposed project would substantially shorten the life of the landfill or cause the landfill to expand. The EIR will characterize existing and future landfill capacity at the required Landfill and any regulations associated with state-mandated waste reduction requirements.

### *Public Utilities*

Public utilities include the provision of water, wastewater, electrical infrastructure, and natural gas. The EIR will describe the existing utilities and their capacity to accommodate development of the project. The EIR will identify onsite and offsite infrastructure needed to provide utilities to the project area. Any necessary offsite infrastructure will be identified as well. The potential impacts of offsite infrastructure will be discussed in the biological and cultural resources sections of the DEIR.

### **Water Supply, Treatment, and Infrastructure**

The setting of the water supply section will include a brief discussion of the Water Forum Agreement. The proposed project would increase demand for treated water provided by the PCWA. It is anticipated that the project will involve the construction of more than 500 residential units; therefore, compliance with SB 610 would be required, which would require the preparation of a Water Supply Assessment (WSA). Please see attached a separate scope of work to prepare the WSA. The City is currently in the process of updating its 2000 Urban Water Management Plan (UWMP) which provides the data necessary to prepare the WSA. However, due to the timing of the project the data from the 2000 UWMP may be used in lieu of the 2005 UWMP. The WSA will provide the basis for the water supply analysis.

### **Wastewater**

The EIR will describe the existing and planned capacity of the Sacramento Regional Wastewater Treatment Plant (SRWWTP), and the location of existing and planned sewage collection systems. The average wastewater flow from the project will be estimated using factors developed in consultation with the City, and compared to existing and planned treatment capacity. The EIR will describe the status of the plant expansion and will evaluate the ability of the plant to serve the project and indicate any potential constraints posed by the expansion plan. In 2007 the capacity of the plant is scheduled to increase to 220 mgd. The status the plant expansion will be discussed in the EIR.

### **Other Utilities**

The electrical and natural gas service provider to serve the proposed project site is Pacific Gas and Electric (PG&E). EIP/PBS&J will contact PG&E for information concerning existing and planned energy infrastructure

and sources that could serve the project site. This information will be summarized in the DEIR.

If factors are available, the EIR will quantify estimated energy use for the project area. This demand will be discussed with the service providers to determine whether there is ample supply. The EIR will briefly and qualitatively discuss the likely sources of supply and the potential impacts of such energy sources.

#### *Work Products*

- 15 bound copies of the ADEIR
- One meeting with city staff and the applicant

### **Subtask 3.2: Screencheck EIR**

After the City of Sacramento has reviewed the ADEIR, City staff and the EIP/PBS&J Project Manager will discuss comments on the ADEIR to determine whether a second ADEIR is warranted. Preparation of a second ADEIR is not assumed as part of this scope, but could be added to the scope, budget, and schedule, if necessary. Based on the comments received, the EIP/PBS&J team will revise the ADEIR and submit a Screencheck DEIR for final review by City staff to ensure that all comments on the ADEIR have been adequately addressed.

#### *Work Products*

- 5 bound copies of the Screencheck DEIR

### **Subtask 3.3: Draft EIR**

Based on comments received from the City, EIP/PBS&J will revise the Screencheck DEIR and prepare the DEIR for publication, initiating the required 45-day public review period. EIP/PBS&J will also prepare the NOC and file the NOC and 15 copies of the DEIR with the State Clearinghouse. If requested, EIP/PBS&J will submit an electronic version of the document to the State Clearinghouse and to the City for posting on the City web pages, as encouraged by the State CEQA Guidelines.

This Scope of Work assumes the City will prepare the Notice of Availability (NOA), mail notices to interested parties, and advertise the document's availability in the Sacramento Bee newspaper.

According to the City's protocol, there will not be a public hearing to take comments on the DEIR. Therefore, this scope of work does not assume attendance at a public meeting to take comments on the DEIR.

#### *Work Products*

- 60 bound copies of the DEIR
- 5 copies of technical appendices, if bound separately and 50 copies on CD to be included in the DEIR
- 1 reproducible original of the DEIR
- 1 PDF copy of the DEIR on CD
- 15 copies plus NOC to the State Clearinghouse

## **Task 4: Final EIR**

Public and agency comments on the DEIR generally require only clarification and expansion of the EIR analysis and/or recognition of the commentors' concerns about the project being considered. In some cases, however, additional analysis may be required. Because new impacts can trigger recirculation of the DEIR, which could alter the project schedule, it is important to identify issues for recirculation as quickly as possible. Therefore, EIP/PBS&J will begin preparation of the FEIR with a review of all public and agency comments, followed by a meeting with City staff (see SubTask 4.1) and the project applicant to discuss the most critical comments. This approach will ensure that critical path items are identified immediately, and that the most difficult or sensitive comments receive ample attention.

After the close of the 45-day public comment period on the DEIR, EIP/PBS&J will prepare written responses to written comments received on the DEIR and will prepare the AFEIR. Comment letters will be organized by federal, state, local jurisdiction, members of the public and by date received. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. Where necessary, the text of the DEIR will be revised in a track changes format to indicate text that has been deleted (by strike-out) or new text has been inserted (by underline). Possible master responses (responses that address major, repetitive comments on the document) will also be identified. Due to the size of the project it is anticipated that the project will generate a higher degree of public scrutiny. If comments received exceed the assumptions of this scope (see assumptions outlined in this scope of work), EIP/PBS&J will immediately contact the City and project applicant regarding a revised scope and budget for Task 4.

The AFEIR and FEIR will include:

- List of commenters;
- Comments and responses to comments; and
- Summary of text changes.

The text change chapter will summarize changes in chapters/sections of the DEIR made in response to comments received.

Consistent with CEQA requirements and the City's format, the FEIR will also include a Mitigation Monitoring Program (MMP), see Task 6.

The EIR will consist of the DEIR (including associated appendices), the FEIR, and the MMP.

Subtasks and deliverables to be completed in preparing the FEIR are described below.

#### Subtask 4.1: Administrative Final EIR

EIP/PBS&J will prepare an AFEIR for City and applicant review, as described above.

#### *Work Products*

- 15 bound copies of the AFEIR
- One meeting to discuss comments on DEIR, if necessary

#### Subtask 4.2: Screencheck Final EIR

Based on one set of consolidated comments provided by the City on the AFEIR, EIP/PBS&J will prepare a Screencheck FEIR for review and comment by the City prior to preparing the FEIR for publication. The Screencheck FEIR gives the City an opportunity for final review of the document prior to publication to ensure

all comments have been addressed and any final minor editorial comments are incorporated. If comments are provided which require new analysis or substantial revisions to the technical analysis not included in this scope of work, (i.e., preparation of a third ADEIR) EIP/PBS&J will negotiate the scope and cost separately.

#### *Work Products*

- 5 bound copies of the Screencheck FEIR for final city review

#### **Subtask 4.3: Final EIR**

Based on one consolidated set of comments on the AFEIR provided by the City, EIP/PBS&J will revise the AFEIR and prepare the FEIR for publication. It is assumed the project applicant would provide comments to the City and that the City would provide one consolidated set of comments. It is also assumed that the FEIR will be distributed by the City at least 10 days prior to the EIR certification hearings.

#### *Work Products*

- 60 bound copies of the FEIR
- 1 reproducible original of the FEIR
- 1 PDF copy of the FEIR on CD

## **Task 5: Mitigation Monitoring Program**

For this EIR a MMP will be prepared for City review and comment. The MMP will be designed to ensure compliance with all adopted mitigation measures. The MMP will be prepared in an agreed to format and will consist of:

- All mitigation measures
- Timing/frequency of action
- Responsibility for implementation
- Responsibility for Monitoring
- Standards for compliance
- Verification of compliance

To the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The Draft MMP will be submitted with the AFEIR for City review. Following review, EIP/PBS&J will revise the MMP for publication. The MMP will be bound with the FEIR.

#### *Work Products*

- MMP bound in the FEIR

## **Task 6: Project Management and Meetings**

EIP/PBS&J's Project Director, Cathy McEfee, Project Manager, Christine Kronenberg, AICP, and Deputy Project Manager, Anja Kelsey will oversee preparation of each component of the environmental analyses and coordinate interaction between the EIR team, including City staff, and the project applicant and its consultants.

This scope and budget assumes the project manager will spend an average of two and one-half hours per week overseeing the project over the 54 week schedule.

With a complex EIR process, systematic communication between the EIR team and City staff is imperative. Regular meetings serve as a forum for the identification and timely resolution of issues of concern. EIP/PBS& Project Manager and Deputy Project Manager will also maintain regular contact with City staff, particularly the project planner and the EIR manager, by phone, facsimile, and electronic mail.

This Scope of Work assumes a total of 4 meetings with the City staff and the applicant, described below.

- Task 1- initiate project, discuss available information and the team availability, discuss overall approach and confirm technical studies;
- Subtask 2.1- confirm scope and format of EIR and discuss NOP comments;
- Task 3 – Meeting with city staff and the applicant to discuss project updates; and
- Subtask 4.1 – review DEIR comments with staff.

This scope and budget assumes three hours per meeting for the Project Manager and either the Project Director or Deputy Project Manager to attend as well. A total of four project meetings is assumed over the proposed twelve month schedule. If the schedule is extended or if any additional meetings are required by the city or the applicant, in excess of the 4 meetings, would be billed on a time and materials basis.

## **Task 7: Public Meetings and Hearings**

EIP/PBS&J will attend up to four public hearings as follows:

- Four EIR certification hearings

This scope and budget assumes six hours per meeting, including preparation time, for the Project Director, Project Manager, and/or Deputy Project Manager to attend. EIP/PBS&J will coordinate with City staff to prepare any handouts and graphics and will be prepared to assist with the presentation, if requested. This scope assumes the City will prepare and mail notices for the public meetings, if necessary.

## **Task 8: Findings**

In consultation with the applicant's attorney and city staff, EIP/PBS&J will draft the Findings of Fact and Statement of Overriding Considerations for City review using a format to be provided by the City. EIP/PBS&J will revise the Findings document based on comments provided by the City and will provide the final document to the City.

### *Work Products*

- Three copies of the draft Findings of Fact and Statement of Overriding Considerations
- 1 Reproducible original of the Findings of Fact and Statement of Overriding Considerations
- 1 PDF copy of the Findings of Fact and Statement of Overriding Considerations on CD

Based on the schedule presented on the next page, EIP/PBS&J estimates that the Delta Shores EIR can be completed in approximately 12 months.

**TENTATIVE SCHEDULE FOR THE**

**DELTA SHORES PROJECT EIR**

<b>Task</b>	<b>Task Duration (Weeks)</b>	<b>Total Weeks</b>
Attend "kick-off" meeting receive authorization to proceed	TBD	
Prepare Draft Project Description for City/Applicant review	2	2
City/Applicant review Project Description	1	3
Prepare AD NOP/IS (following "kick-off" meeting and receipt of requested project information)	3	6
City review AD NOP/IS	1	7
Finalize NOP/IS for public review	3 days (.5)	7.5
Circulate NOP (30-day public review period)	4	12.5
Traffic consultant <sup>1</sup> provides generation numbers for Air and Noise sections and draft WSA is provided	14.5	14.5
City provides AD traffic section and alternatives data to EIP/PBS&J for inclusion in the ADEIR	2.5	17
EIP/PBS&J incorporates traffic data/submits ADEIR to City	1	18
City reviews ADEIR/ submits comments to EIP/PBS&J	4	22
EIP/PBS&J prepares Screencheck DEIR	2	24
City reviews Screencheck DEIR	2	26
City prepares noticing	1	27
EIP/PBS&J incorporates final comments and publishes DEIR	1	28
Circulate DEIR for 45-day public review period	6	34
EIP/PBS&J prepare/submit AFEIR to City	6	40
City review/submit comments to EIP/PBS&J	2	42
EIP/PBS&J prepares Screencheck AFEIR	2	44
City reviews Screencheck AFEIR	2	46
EIP/PBS&J prepare/publish FEIR	1	47

	TOTAL	47 weeks
EIP/PBS&J prepares Findings for city review	3	50
City review	2	52
EIP/PBS&J finalizes	1	53
	<b>TOTAL</b>	<b>54 weeks</b>
Notes:		
1. The amount of time required to complete the traffic analysis is only an estimate. Once the traffic consultant is retained by the City the schedule will be updated based on information provided.		

### Schedule Assumptions

The proposed schedule is based on the work program outlined in the scope of work and the following assumptions.

- All required project description information will be provided to EIP/PBS&J by week 1 for incorporation into the draft project description to be included in the NOP. If requested information is not available the schedule would be adjusted accordingly.
- EIP/PBS&J will submit the ADEIR to the City 18 weeks after authorization to proceed, assuming that there are no new issues identified for evaluation in the EIR as a result of NOP scoping comments and that the traffic analysis can be completed in that timeframe.
- All applicant-provided technical studies will be provided to EIP/PBS&J for incorporation in the EIR by week 7 and that no additional studies will be required.
- EIP/PBS&J will receive the traffic counts from the traffic consultant by week 14 and a completed traffic study by week 17. If the traffic section is delayed that is out of EIP/PBS&J's control and the schedule will need to be adjusted accordingly.
- EIP/PBS&J will submit the AFEIR to the City six weeks after close of the 45-day public review period assuming that there are no new issues identified for evaluation in the EIR as a result of comments on the DEIR.

EIP/PBS&J assumed the following City product review time:

- ADEIR – 4 weeks
- Screencheck DEIR – 2 weeks
- AFEIR – 2 weeks
- Screencheck AFEIR – 2 weeks

The estimated cost for completion of the Delta Shores EIR is \$210,720. Our cost is based on the estimates of time for each task. Our cost does not include preparation of the traffic study or any other technical studies not described in this scope of work. The cost of completing the tasks will be billed on a time and materials basis up to the maximum established budget ceiling following EIP/PBS&J Associates' Billing Rate Schedule.

The following is a summary of our proposed cost for the Delta Shores EIR major tasks. The details are presented in the attached cost estimate spreadsheet.

Task 1:	Project Initiation	\$4,300
Task 2:	NOP/IS	\$9,460
Task 3:	DEIR	\$92,325
Task 4:	FEIR	\$26,140
Task 5:	MMP	\$4,240
Task 6:	Project Management	\$47,920
Task 7:	Meetings/Public Hearings	\$11,600
Task 8:	Findings	\$5,320
	Prepare WSA	\$6,460
	Prepare HRA	\$7,500

### Budget Assumptions

The estimated cost is based on the work program outlined in the scope of work and key issues and the following assumptions. The budget is based on a time and materials not to exceed amount.

- EIP/PBS&J costs are based on the assumption that any technical studies to be prepared by the applicant are complete and will form the basis of relevant impact analyses. In addition, the proposed budget is based on the applicant providing the level of detail necessary in the project description to prepare a project-level analysis. If the project description is modified resulting in a change in the analysis the EIR schedule will be adjusted accordingly.
- Should additional technical analysis be required in the EIR beyond that identified in this scope of work following public and agency review of the NOP and/or comments received on the DEIR, EIP/PBS&J would propose to renegotiate the budget to include any additional work upon specific direction and authorization by the applicant and the City.
- EIP/PBS&J will analyze a total of three project alternatives (including the No Project Alternative). EIP/PBS&J assumes applicant representatives will provide information on alternatives for EIP/PBS&J to use in describing and evaluating alternatives.
- EIP/PBS&J will attend up to four meetings with the City staff and/or project applicant and four public hearings. Additional meetings and hearings will be negotiated separately, at the written request of the applicant. The cost of the applicant/staff meetings assumes approximately 3 hours per meeting, including travel time. The cost of public meetings/hearings is based on individual billing rates and mileage (see attached compensation schedule). It is assumed that each public meeting would take a total of six hours, inclusive of travel time and preparation.

EIP/PBS&J will prepare the following products and number of copies of each product:

- AD NOP/IS – One electronic copy for the city to distribute
- NOP/IS – 15 copies and one electronic copy for the city to distribute
- ADEIR – 15 copies
- Screencheck DEIR – 5 copies
- DEIR – 60 copies (50 copies of the appendices) & 5 copies of the Appendices if bound separately
- NOC for DEIR and NOC for the NOP

- AFEIR – 15 copies (with MMP)
- Screencheck AFEIR – 5 copies
- FEIR – 60 copies

The City will prepare all public notices and distribute the NOP/IS, DEIR, and FEIR. EIP/PBS&J will prepare the NOC and deliver 15 copies of the NOP/IS and DEIR to the State Clearinghouse. The City will prepare and post the Notice of Determination (NOD).

EIP/PBS&J will provide the City with electronic versions of the NOP/IS, DEIR and FEIR on CD and PDF files for posting on the web page, if requested.

It is assumed the ADEIR and DEIR will be approximately 600 pages with appendices, double sided. The AFEIR and FEIR, including the MMP, will be 250 pages double sided.

If the project extends beyond twelve months after authorization to proceed, for reasons outside of EIP/PBS&J Associates' control, EIP/PBS&J will have the right to submit a revised budget, which could include a revised set of billing rates and make concomitant adjustments in the project budget.

Factors that would increase the scope of work and estimated costs outlined in this scope of work include: new issues to be evaluated in response to the NOP; attendance at additional public meetings; printing of additional copies of reports or the need to distribute additional ADEIR and AFEIR versions of the document; analysis of additional issues above those discussed in this scope of work or a more detailed level of analysis than described in this scope of work; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the EIR beyond that described in this scope of work; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the internal review drafts of the products or excessive comments on the DEIR that were not anticipated. EIP/PBS&J will notify applicant representatives and the City immediately if any of these conditions appear likely to occur. We would propose to renegotiate these items, if required, or charge on a time-and-materials basis. The estimated cost is based on all team members' standard hourly rates (see the following compensation schedule).

## Preparation of a Health Risk Assessment

Potential impacts associated with Toxic Air Contaminants generated by traffic on I-5 will be evaluated using the methodology set forth in the Sacramento Metropolitan Air Quality Management District (SMAQMD) October 2006 draft document "*Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways*". The evaluation will be conducted in compliance with the SMAQMD draft protocol.

The first step will consist of conducting a health risk assessment (HRA) screening, which will identify whether a more detailed site-specific HRA will be required to assess impacts at the proposed project site. The HRA screening will be based on peak hourly traffic volumes on I-5 in the area bounded by Meadowview Road to the north and the City boundary to the south. The screening assessment will identify distances to project-related receptors (i.e., residences) and will estimate the incremental cancer risk due to exposure to diesel particulate matter (PM) at the closest receptors, using tables presented in the SMAQMD protocol.

If the estimated incremental cancer risk derived from the HRA screening exceeds the evaluation criterion of 370 per million set forth by SMAQMD, a site-specific HRA will be required to more fully address PM impacts at the project site. The site-specific HRA will be conducted in accordance with the methodology set forth in the SMAQMD protocol document and will include the following tasks:

- Meet with SMAQMD staff to determine appropriate parameters and assumptions for the study, and obtain the latest in guidance. The current draft protocol is expected to become final in January 2007.
- Prepare hourly traffic and emissions data sets as input to the CAL3QHCR model. Traffic data would be developed together with the project transportation consultant. Emissions data would be developed using the latest version of the EMFAC program (currently EMFAC2002 version 2.2).
- Use site plan and aerial photographs to create a CAL3QHCR model of the freeway and receptors encompassing the project site. Receptors would be located at 10, 24, 50, 100, 200, 300 400 and 500 feet from the roadway (both east and west) as required by the SMAQMD protocol, at intermediate distances, and at the site of the nearest potentially affected population.
- Run the CAL3QHCR dispersion model to calculate PM<sub>10</sub> concentrations in micrograms per cubic meter at the define receptor locations. The model would be run using a default meteorological file provided by the SMAQMD.
- Using the concentrations obtained from the model calculate the excess risk, in increased number of cancer cases per million people, at all receptors. The result will be a tabulation of calculated risk versus distance from the roadway for the project site.
- Prepare a report summarizing the results and providing all information requested in the SMAQMD HRA reporting format. Attach model output and calculations as needed.

**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 210,720.00 , **Two hundred ten thousand, seven hundred and twenty dollars.**
  
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
  
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
  
4. **Payments to CONSULTANT.**
  - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  
  - B. All invoices submitted by CONSULTANT shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

*City of Sacramento, Development Services Department, Environmental Planning Services  
2101 Arena Boulevard, Suite 200, Sacramento, CA 95834  
(916) 808-2762, (916) 566-3968  
Attn: Dana Allen*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

**Delta Shores  
EIR Cost Estimate**

**Attachment 1 to Exhibit B**

Task	Project Title Billing Title	Project Director	Project Manager	Deputy Project Manager											Hours Per Task	Cost Per Subtask	Cost Per Task
		Technical Director	Senior Manager	Assoc Manager	Planner I	Sr Scientist	Assoc Manager	Planner	Sr Scientist	Sr Scientist	Scientist	Senior Admin	Word Processing	Graphics			
Task 1	Project Initiation	4	6	12	3			3		8	3				39	\$ 4,300	\$ 4,300
Task 2	Prepare NOP/IS		10	50			20						10	4	94	\$ 9,460	\$ 9,460
Task 3	Prepare DEIR																\$ 92,325
3.1	Prepare ADEIR	8	80	90							6	60	32		276	\$ 29,960	
	Introduction			6											6	\$ 600	
	Summary			8											8	\$ 800	
	Project Description			24											24	\$ 2,400	
	Aesthetics				40										40	\$ 3,000	
	Agricultural Resources					40									40	\$ 3,800	
	Air Quality						4	50							54	\$ 4,830	
	Biological Resources									40					40	\$ 4,000	
	Hydrology & Water Quality										40				40	\$ 4,000	
	Land Use Consistency					40									40	\$ 3,800	
	Noise						4	45							49	\$ 4,405	
	Public Services & Utilities										75				75	\$ 6,000	
	Transportation and Circulation			12											12	\$ 1,200	
	CEQA Considerations			12											12	\$ 1,200	
	Alternatives		8	40	6			6							60	\$ 6,080	
3.2	Prepare Screencheck		6	60				6		6			24		102	\$ 9,870	
3.3	Prepare DEIR	4	4	24							4	24	4		64	\$ 6,380	
Task 4	Prepare FEIR																\$ 26,140
4.1	Prepare AFEIR	4	24	50			8	8		6	8		32		140	\$ 14,340	
4.2	Prepare Screencheck AFEIR		4	40									24		68	\$ 6,480	
4.3	Prepare Final EIR		6	32									16		54	\$ 5,320	
Task 5	Prepare MMP		4	32									6		42	\$ 4,240	\$ 4,240
Task 6	Project Management	32	200	140											372	\$ 47,920	\$ 47,920
Task 7	Meetings/Public Hearings	16	36	36											88	\$ 11,600	\$ 11,600
Task 8	Findings		6	40									6		52	\$ 5,320	\$ 5,320
	Total Hours	68	394	708	49	8	108	118	40	60	86	10	202	40	1891		
	Hourly Rate	\$ 185	\$ 140	\$ 100	\$ 75	\$ 145	\$ 95	\$ 85	\$ 100	\$ 100	\$ 80	\$ 100	\$ 80	\$ 90			
	Total EIP Labor	\$ 12,580	\$ 55,160	\$ 70,800	\$ 3,675	\$ 1,160	\$ 10,260	\$ 10,030	\$ 4,000	\$ 6,000	\$ 6,880	\$ 1,000	\$ 16,160	\$ 3,600		\$ 195,985	\$ 195,985
	Water Supply Assessment																\$ 6,460
	Subconsultants																
	J House Environmental, Inc. Screening level air quality HRA																\$ 7,500
	Expenses																
	Printing/Xerox																\$ 6,000
	Travel																\$ 150
	Miscellany																\$ 1,000
	Subtotal																\$ 202,445
	EIP Administration Fee (15% of ODCs and Subconsultants)																\$ 8,275
	Total Budget																\$ 210,720



**EXHIBIT D  
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
  3. **Time.** CONSULTANT shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
  4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
  5. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
  6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONSULTANT Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
  
- B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
  
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONSULTANT shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

It is understood and agreed by the CONSULTANT that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONSULTANT.

No automobile liability insurance shall be required if CONSULTANT completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONSULTANT initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

No Workers' Compensation insurance shall be required if CONSULTANT completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

\_\_\_\_\_ Professional liability insurance is required and must be continued for at least \_\_\_\_\_ year(s) following the completion of all Services and Additional Services under this Agreement.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on

behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that 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.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

CONSULTANT shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the

nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (Delta Shores Project, Preparation of an Environmental Impact Report), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714
  
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**EIP, a division of PBS&J  
California Science and Planning**

**HOURLY BILLING RATES AND JOB CLASSIFICATIONS**

<i>Senior Division Manager/ Principal Technical Professional</i>	<i>\$190 - \$260/hour</i>
Senior Program Manager/ Senior Project Director/ Senior Planner IV/ Senior Scientist IV	\$175 - \$220/hour
Program Manager/ Senior Environmental Manager III/ Project Director/ Senior Planner III/ Senior Scientist III	\$150 - \$190/hour
Senior Environmental Manager/ Senior Planner II/ Senior Scientist II/ Senior Engineer II	\$120 - \$160/hour
Associate Environmental Manager /Associate Planner/ Senior Scientist I	\$95 - \$125/hour
Environmental Specialist / Planner II/ Scientist II	\$85 - \$110/hour
Environmental Analyst / Planner I/ Scientist I	\$65 - \$90/hour
Senior Administrator	\$90 - \$120/hour
Senior Word Processor	\$75 - \$100/hour
Word Processor	\$65 - \$90/hour
Administrative	\$55 - \$80/hour
Technical Aide I / Technical Intern I	\$45 - \$65/hour
Mileage	\$.485/mile

In addition, identifiable, non-salary costs that are directly attributable to the project (i.e., travel, meals, lodging, auto rentals, printing and copies, graphic materials, phone charges, equipment and specialized computer charges, etc.) and subcontractor fees include a 15% administration charge to cover overhead and administration.

1. This schedule is effective until January 1, 2008 and is subject to annual and/or periodic revisions thereafter, as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10 days) of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt.
3. A late payment finance charge at a rate of 18% per annum (or the maximum amount allowed per law if lower) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
4. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
01/03/07

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.  
d/b/a YBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.



**ZURICH**

## **Additional Insured -- Automatic - Owners, Lessees Or Contractors - Broad Form**

Named Insured: Post, Buckley, Schuh & Jernigan, Inc. d/b/a/ PBS&J

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO9139458-00	09/30/06	09/30/07	09/30/06		\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Coverage B, **PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
  2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
    - a. Your ongoing operations; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D.** The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or
  2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

**Name of Person or Organization:**

**City of Sacramento, its officials, employees and volunteers  
2101 Arena Boulevard, Ste. 200  
Sacramento, CA 95834**

**Re: Project #P06-187; Delta Shores**

A handwritten signature in black ink, appearing to be 'M. J. L.', is written in a cursive style.

**COMMERCIAL  
AUTO INSURANCE**

**COMMERCIAL INSURANCE**  
**ENDORSEMENT**

Insurance for this coverage part provided by:

Zurich American Insurance

Named Insured: **Post, Buckley, Schuh  
& Jernigan, Inc. d/b/a PBS&J**  
Policy Number: **BAP 9139457-00**  
Policy Eff/Exp: **9/30/06 - 9/30/07**  
Renewal of Number

**ADDITIONAL INSURED**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:**

**BUSINESS AUTO COVERAGE PART**

**SCHEDULE**

**NAME:**

**City of Sacramento, its officials, employees and volunteers**  
**2101 Arena Boulevard, Ste. 200**  
**Sacramento, CA 95834**  
**Re: Project #P06-187; Delta Shores**

**WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE PERSON (S) OR ORGANIZATION (S) SHOWN IN THE SCHEDULE BUT ONLY WITH RESPECT TO THEIR LIABILITY ARISING OUT OF:**

- A) YOUR WORK FOR THE ADDITIONAL INSURED(S) AT THE LOCATION DESIGNATED, OR**
- B) ACTS OR OMISSIONS OF THE ADDITIONAL INSURED(S) IN CONNECTION WITH THEIR GENERAL SUPERVISION OF "YOUR WORK" AT THE LOCATION SHOWN IN THE SCHEDULE.**

**FOR CLAIMS ARISING OUT OF OPERATION, MAINTENANCE OR USE OF A COVERED AUTO, THIS INSURANCE SHALL BE PRIMARY INSURANCE OVER ANY OTHER INSURANCE AVAILABLE TO THE SCHEDULED INSURED.**



U-CA-388-A (07-94)

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**  
**WC 04 03 06 (Ed. 4-84)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—**  
**CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **09/30/2006** at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. **WC 9139459-00**

Endorsement No.

of the

**ZURICH AMERICAN INSURANCE COMPANY**  
(NAME OF INSURANCE COMPANY)

issued to **Post, Buckley, Schuh & Jernigan, Inc. d/b/a PBS&J**

Premium (if any) \$

  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

<b>City of Sacramento, its officials, employees and volunteers</b> <b>2101 Arena Boulevard, Ste. 200</b> <b>Sacramento, CA 95834</b>	<b>Re: Project #P06-187; Delta Shores</b>
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