



**STAFF REPORT  
TOWN COUNCIL MEETING OF OCTOBER 11, 2016  
CONSENT ITEM**

**TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL**

**FROM: ROBERT F. KING, TOWN PLANNER**

**DATE: SEPTEMBER 30, 2016**

**RE: HUMPHREY ROAD PROPOSED TENTATIVE TRACT MAP "THE GROVE"  
INITIAL STUDY\MITIGATED NEGATIVE DECLARATION PREPARATION  
AWARD OF ENVIRONMENTAL SERVICES AGREEMENT**

**Recommendation**

Adopt the resolution awarding the Environmental Services Agreement to DeNovo Planning Group and authorizing the Interim Town Manager to execute an agreement acceptable to the Town for the preparation of an Initial Study\Mitigated Negative Declaration (IS\MND) for the evaluation of the proposed Humphrey Road Tentative Tract Map (Application #16-10) not to exceed \$29,850.

**Issue Statement and Discussion**

Mandarich Development application to subdivide a 9.92 acre parcel into 23 residential lots southwest of Humphrey Road and No Name Lane was accepted as complete by the Town on August 23, 2016. Upon review of the application, it was determined a Mitigated Negative Declaration is required as per the California Environmental Quality Act (CEQA).

Staff sent out Request for Proposals to ten qualified environmental consulting firms and received four proposals. They were reviewed by the Town Manager, Town Engineer and Town Planner and after evaluation DeNovo Planning Group was selected to prepare the Initial Study\Mitigated Negative Declaration. The selection was based on the following factors.

1. DeNovo's proposal showed a better understanding of the project's issues and was more specific in addressing the objectives of the Town.
2. DeNovo had the shortest timeline, maintaining a tight schedule for completion of the project.
3. While the final DeNovo proposal was \$4,000 higher than the lowest bid, their previous experience in the Loomis area, along with the specificity of their work, assured the work would be done in time and on budget.

**CEQA Requirements**

The consultant will prepare the Initial Study\Mitigated Negative Declaration required for the evaluation Application (#16-10) to subdivide a 9.92 acre parcel into 23 residential lots southwest of Humphrey Road and No Name Lane as required as by the California Environmental Quality Act (CEQA).

**Financial and/or Policy Implications**

The project applicant, Mandarich Development has signed a Reimbursement Agreement with the Town, (attached) to fund the cost of the preparation of the IS\MND, and deposited the full cost of its preparation \$29,850, into the Town' Trust account on September 23, 2016.

**TOWN OF LOOMIS**

**RESOLUTION NO. 16-**

**RESOLUTION AWARDING AN ENVIRONMENTAL SERVICES AGREEMENT TO DENOVO PLANNING GROUP AND AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE AN AGREEMENT ACCEPTABLE TO THE TOWN FOR THE PREPARATION OF AN INITIAL STUDY\MITIGATED NEGATIVE DECLARATION FOR THE EVALUATION OF THE HUMPHREY ROAD TENTATIVE TRACT MAP (APPLICATION #16-10) NOT TO EXCEED \$29,850.**

**WHEREAS**, Mandarich Development submitted an application to subdivide a 9.92 acre parcel into 23 residential lots southwest of Humphrey Road and No Name; and

**WHEREAS**, upon review of the application, it was determined a Mitigated Negative Declaration is required as per the California Environmental Quality Act (CEQA); and

**WHEREAS**, Staff sent out Request for Proposals to 10 qualified environmental consulting firms and received four proposals that were reviewed by the Town Manager, Town Engineer and Town Planner; and

**WHEREAS**, after careful evaluation, DeNovo Planning Group was selected to prepare the Initial Study\Mitigated Negative Declaration, at a cost not to exceed \$29,850; and

**WHEREAS**, the project applicant has signed a Reimbursement Agreement with the Town to fund the cost of the preparation of the IS\MND and deposited the full cost of its preparation in the amount of \$29,850 into the Town's Trust Account.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town of Loomis accepts the proposal of DeNovo Planning Group, and hereby authorizes the Interim Town Manager to execute an agreement acceptable to the Town for the preparation of an Initial Study\Mitigated Negative Declaration for the evaluation of the Humphrey Road Tentative Tract Map (Application #16-10) not-to-exceed \$29,850.

**PASSED AND ADOPTED** by the Council of the Town of Loomis this 11th day of October, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk



- c. The Funds shall be deposited in the Town's Revolving Trust Fund and shall be accounted for by the Town in the manner in which Revolving Trust Fund monies are normally accounted for. The Funds shall be used, in the sole discretion of the Town, to fund or aid in the funding of certain services, studies, activities, supplies and other costs incurred by the Town in connection with the Project. These include but are not limited to review of any required environmental document(s) and consultant costs attributable to the Project. The termination of this Agreement will not take place until certification of the environmental document by the Town.
- d. Advance of Funds by the Developer shall not be contingent on the hiring of any specific employee or consultant. The Town reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the Town in connection with the Project. The Town shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to consultants for services rendered to the Town in connection with the Project.
- e. The advance of Funds and the contribution of the Prior Studies, and Consultant Studies shall not be dependent upon the Town's approval or disapproval of any of Developers' application(s), or upon the result of any action, and shall in no way influence the Project. Neither Developers nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of an alternative favorable to or benefiting the Developer.
- f. The Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of the Town involved in the Project. This prohibition shall not be construed to preclude Developers, their agents or representatives, from providing information to the Town or any employee, agent or consultant of the Town for incorporation into the Project, or from seeking information from the Town, or any employee, agent or consultant of the Town with respect to the Project.
- g. Town reserves the exclusive right to decide whether and to what extent the Prior Studies and Consultant Studies will be used in the Project.
4. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
5. This Agreement shall be a public record of the Town.
6. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the

terms of this Agreement, the venue for any legal action shall be with the appropriate court for the County of Placer, State of California.

7. In any legal action brought by the Town to enforce this Agreement in which the Town requests the recovery of attorneys' fees, the prevailing party shall be awarded reasonable attorneys' fees and court costs and shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal.

APPROVED AS FOLLOWS:

TOWN OF LOOMIS:

Dated: September 27, 2016

By: Joan L. Phillips  
Town Manager

MANDARICH DEVELOPMENTS, INC.:

Dated: 9/20/2016

By: Ray L. Mandarich



## Exhibit A

### Project Description

The applicant is proposing to subdivide a 9.92 acre parcel into 23 residential lots of approximately 10,000 square feet (sf) each southwest of the intersection of Humphrey Road and No Name Lane in the Town of Loomis. (APN 044-021-008) The land is designated Residential Medium Density in the Loomis General Plan and zoned RS-10a Single-Family Residential 10,000 sf minimum.

In 2005 Dunmore Homes originally submitted Tentative Map Application (#01-14) to divide this land into 31 single family lots. An Initial Study\Mitigated Negative Declaration was prepared and circulated in 2006 and the application was heard by the Planning Commission on July 25, 2006, where the Planning Commission continued the project in order for certain issues to be resolved, subsequently the application was withdrawn without obtaining approvals from the Town.

On May 20, 2016 Mandarich Developments submitted a new tentative map to divide the land into 23 lots, one of which would be reserved for a combined wetlands\drainage basin. While the new application has a lesser number of lots, it has substantial differences from the previous submittal of 2005 as to drainage, design, and consistency with the Town's improvement standards. In addition there needs a design review approval, and permits for grading and the taking of trees, along with a Remediation Action Workplan (RAW) being prepared and undergoing review by the California State Department of Toxic Substance Control (DTSC) to remediate the site.

The Town of Loomis has determined the previous Initial Study\Mitigated Negative Declaration needs "substantial revision" as per **Section 15073.5 Recirculation of a Negative Declaration Prior to Adoption of the CEQA Guidelines**, due to major changes for the proposed drainage, DTSC pesticide clean-up requirements and resultant impacts upon traffic and noise, and new CEQA requirements due to AB 32 Global Warming, AB 52 Tribal Consultation, and Energy Efficiency Standards requiring updated, revised, or new information, and recirculation as per Section 15072 of the CEQA Guidelines.



## Exhibit B

### Prior Studies

Prior Studies to be provided by MANDARICH DEVELOPMENTS, INC.:

1. Aerial photography and maps of the area.
2. ALTA Survey prepared by Andregg Geomatics.
3. A new Wetlands Delineation Map prepared by ECORP Consulting Services.
4. A 404 Nationwide Permit prepared by ECORP Consulting Services.
5. Correspondence with Placer County Water Agency, South Placer Municipal Utility District (SPMUD), Loomis Fire, and PG&E including available Will Serve Letters.
6. Contract with CAL, Inc. to remove pesticides from the site.
7. Hurvitz Environmental pesticide updated testing report to determine the current levels and locations of pesticides to be removed from the site.
8. All studies and reports associated with the Voluntary Clean-Up Agreement and the Removal Action Workplan as required by the Department of Toxic Substances Control (DTSC).
9. Community Survey sent out by DTSC to households in the area.
10. Arborist update of the existing report
11. Conceptual Landscape Plans and Entry Monumentation prepared by Wilson Design Studio
12. Preliminary floor plans and elevations prepared by Hannouche Architects.

## Exhibit C

### Consultant Studies

Consultant Studies to be provided by MANDARICH DEVELOPMENTS, INC.:

1. Noise Analysis Study by j.c. brennan
2. Traffic Analysis Study by k.d. Anderson
3. Cultural Resource Study for ACOE permits

## CONTRACT FOR SERVICES

THIS CONTRACT is made on October 11, 2016, by and between the TOWN OF LOOMIS ("Town"), and DeNovo Planning Group ("Consultant").

### WITNESSETH:

WHEREAS, the Town has need of a firm to prepare an Initial Study\Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for Application #16-10 Humphrey Road Major Subdivision "The Grove; and,

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated July 29, 2016, as amended September 6, 2016 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. The services of Consultant are to commence upon receipt of written notice to proceed from the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of three months to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed **\$29,850** without Town's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

## **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than **14** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by

Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF TOWN:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

**8. COMPLIANCE WITH LOCAL LAW:**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager

determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing

evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremens and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.



ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for non-owned and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000**. per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Robert F. King, Town Planner  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

Consultant: Beth Thompson  
DeNovo Planning Group  
1020 Suncast Lane #106  
El Dorado Hills, CA 95762

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

**TOWN OF LOOMIS**

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

Title:

**ATTEST:**

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

Town Clerk

**APPROVED AS TO FORM:**

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

Town Attorney

**CONSULTANT**

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

Title: Principal\Corporate Vice-President

**EXHIBIT A**

**Schedule of Performance**

## Exhibit "A"

### The Grove: CEQA Documentation Scope of Work

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#### **INTRODUCTION**

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De Novo Planning Group understands that Town of Loomis is seeking a consultant to prepare an update to the CEQA documentation for Application #16-10 Humphrey Road Major Subdivision "The Grove" (The Grove or Project).

The De Novo Team is pleased to present this proposal to the Town of Loomis to prepare the The Grove Initial Study (IS) and Mitigated Negative Declaration (MND). This document provides an overview of our understanding of the Project, our approach to preparing the update to the IS/MND, a detailed work program for the CEQA documentation, project budget, and project schedule.

The De Novo Team has reviewed the Town's *Request for Proposal to Prepare a Revised Initial Study/Mitigated Negative Declaration for Application #16-10 Humphrey Road Major Subdivision "The Grove", Mandarich Developments – Applicant* dated July 6, 2016 and supporting technical studies provided by the Town via email. We are confident that we have developed a scope of work that fully responds to all of the technical and environmental issues that will need to be addressed in this IS/MND.

This scope of work anticipates that a MND is the appropriate level of environmental documentation for the Project. The De Novo Planning Group will prepare an IS that assesses the potential of the Project to have a significant impact on the environment. This scope of work and cost estimate anticipates that no additional technical analysis, beyond that described in this scope of work, will be necessary to complete the Initial Study.

#### **PROJECT UNDERSTANDING**

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The Project Applicant, Mandarich Developments, proposes to develop a 9.92-acre parcel located southwest of the intersection of Humphrey Road and No Name Land with a single family subdivision (The Grove or Project). The Grove proposes 23 single family lots with a 10,000-square-foot average lot size.

The Project site is designated Residential Medium Density by the General Plan and is zoned RS-10a. The Tentative Subdivision Map would divide the Project site into 24 lots:

- 23 single family residential lots with a minimum lot size of 9,000 square feet, an average lot size of 10,000 square feet, and an average gross density of 2.3 dwelling units per acre; and
- A remainder lot would be created to conserve wetlands and function as a storm water detention basin.

The Project includes the development of an on-site looped public road, extension of public services and utilities (water, sewer, storm drainage, natural gas, and electric), and extension of telecommunication infrastructure necessary to serve the Project.

#### **PRIOR INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

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In 2005, Dunmore Homes proposed a 31-unit single family subdivision on the Project site by Dunmore Homes. An IS/MND was prepared in 2006 for the previous Dunmore Homes project and considered by the Planning Commission, but the project application was withdrawn.



## The Grove: CEQA Documentation Scope of Work

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The Town has reviewed the previous IS/MND and has indicated identified the analysis as "generally acceptable", "acceptable as is", or "revise and update" for each CEQA topic. De Novo has reviewed the previous IS/MND and our scope of work below identifies our approach to each topic. In most cases, our approach is consistent with the Town's review. However, given that there have been changes to the CEQA Guidelines and the Town has adopted a new Circulation Element since the 2006 IS/MND was prepared, De Novo has identified additional analysis to address some of the CEQA topics.

### **TECHNICAL DOCUMENTATION**

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Based on our review of the RFP and conversations with Town staff, De Novo understands that Mandarich Development has provided or is in the process of providing the following documents:

- Aerial photography and maps of the area
- Alta Survey - Andregg Geomatics
- Wetlands Delineation Map - ECORP Consulting
- 404 Nationwide Permit - ECORP Consulting
- Drainage Plan or Report
- Will Serve Letters - Placer County Water Agency, PG&E, South Placer Municipal Utility District
- Pesticide clean-up workplan and implementation – DTSC, Hurvitz Environmental
- Vesting Tentative Map and civil engineering plans – Meredith Engineering
- Updated Arborist Report
- Conceptual Landscape Plans and Entry Monumentation – Wilson Design Studio
- Preliminary Home Designs/Floor Plans
- Traffic Assessment – KD Anderson & Associates
- Noise Impact Assessment – j.c. brennan & associates

The Town has provided De Novo with the 2006 IS/MND and supporting technical studies.

Each report or study provided by the Project Applicant and associated with the 2006 IS/MND will be carefully and thoroughly reviewed by the De Novo team to ensure that the report provides adequate information and analysis for use in the CEQA documentation. If additional updating or clarification is necessary, De Novo Planning Group will provide the Town with a memo that identifies any areas that may require additional analysis or expanded discussion prior to use of the materials for preparation of the IS. If it is determined that critical topics are not addressed in a specific report, these topics or issues will be identified, and a description of the analysis required will be included in a summary memo.

This scope of work assumes that if corrections or deficiencies in the Applicant's technical reports are identified, that the Applicant team will assume responsibility for amending or correcting the report to the satisfaction of the De Novo Planning Group and Town staff. It is also assumed that if environmental topics or analyses are missing or omitted from the Applicant's reports, that these

## The Grove: CEQA Documentation Scope of Work

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topics will be adequately addressed by the Applicant team during their efforts to correct and expand the reports in response to the review summary memos prepared by the De Novo team.

Based on our initial review of the RFP and available technical materials, De Novo anticipates additional information will be needed regarding air quality, cultural resources, greenhouse gases, hydrology and water quality (drainage), noise, transportation/circulation, and, energy and have included specific tasks to address these issues as described in the Scope of Work below.

### Scope of Work

The CEQA documentation for the The Grove project will include Tasks 1 (Initial Study), 2 (Response to Comments/Mitigation Monitoring and Reporting Program), and 3 (Meetings and Project Management) as described below. As part of this Scope of Work, De Novo will thoroughly review the 2006 Initial Study/Mitigated Negative Declaration and supporting documentation. Analyses previously conducted for the Project site will be used to the extent that the information is relevant and appropriate to the 2016 Project Application.

This scope of anticipates that the Project site plans and topographic mapping are provided to the De Novo team in electronic format.

### TASK 1 -INITIAL STUDY

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#### TASK 1A - ADMINISTRATIVE DRAFT INITIAL STUDY

De Novo will prepare an administrative Initial Study based upon the checklist included in Appendix G of the CEQA Guidelines.

**Introduction.** The Introduction will briefly describe the purpose of the document, the CEQA process, future use of the document for processing subsequent permits, and a statement regarding impact terminology.

**Project Description.** The Project Description will provide a complete and detailed description of the project, including project objectives and graphics illustrating the project's location and characteristics. The Project Description will aid the public and interested agencies in understanding the project's area-wide context and its potential environmental impacts.

**Analysis of Environmental Topics.** This section, the main body of the Initial Study, will include the subject areas as identified below. Each section will be structured to include the Existing Setting, CEQA Guidelines Checklist Questions, Regulatory Requirements, Project Impacts, and References. The specific analysis will address the following topics:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural and Historical Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards/Human Health
- Hydrology/Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Traffic and Circulation
- Utilities



## The Grove: CEQA Documentation Scope of Work

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This scope of work anticipates that there will be no impact to agricultural and forest resources, mineral resources, land use/planning, population/housing, and recreation. A brief discussion supporting a no impact conclusion will be provided for each of these environmental topics.

The Initial Study will identify adverse environmental impacts resulting from implementation of the proposed project will be identified, analyzed, and a determination will be made as to the significance of the impact. Where necessary, any feasible mitigation measures that would reduce or eliminate potentially significant impacts will be identified. De Novo will work with Town staff when crafting mitigation measure language to ensure that the mitigation approach does not conflict with the approach taken on other projects and that the timing that fits into the Town's development review process. Specific analysis will include the following:

**Aesthetics:** The Project would convert the existing vacant site, which currently has native and non-native vegetation, trees, and seasonal wetlands, to a residential subdivision. The Project would change the character of the site and introduce potential lighting and glare impacts. This section of the IS/MND will be based primarily on the review completed in 2006. De Novo will update the aesthetics analysis to discuss the proposed tentative subdivision map, site plan, and landscaping plan. The discussion will identify which trees and wetland areas will be retained and which will be removed. Applicable General Plan policies that protect the visual values of Loomis will be identified. The analysis will address the proposed design and provide a narrative description of the anticipated changes to the visual characteristics of the Project area as a result of Project implementation. The analysis will discuss potential impacts associated with the potential for the Project to substantially impair the visual character of the vicinity, sensitive and public viewsheds, proximity to scenic roadways and scenic vistas, and potential for lighting and glare impacts.

**Air Quality:** Short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips, would occur with Project implementation. This section will describe regional air quality and local air quality and primary sources of air pollution in the Project vicinity. This section will identify applicable state and federal air quality standards, General Plan air quality policies, and applicable plans, rules, and significance thresholds adopted by the Placer County Air Pollution Control District. Short-term (i.e., construction and DTSC site remediation) and long-term (operational) increases in regional criteria air pollutants will be assessed using the current CalEEMod model. Exposure to odorous or toxic air contaminants will be qualitatively discussed. The significance of impacts will be determined in comparison to federal, state, and local standards. Mitigation measures will be prepared for any impacts found to be significant.

*Note:* De Novo recommends using the current CalEEMod model to analyze air quality, greenhouse gas, and energy impacts rather than the URBEMIS model. The current CalEEMod model includes the latest CARB EMFAC2011 emission factors, whereas URBEMIS uses the older EMFAC2007 emission factors. URBEMIS does not quantify emissions from all combustion GHG pollutants (i.e., methane and nitrous oxide are not quantified); quantifies only CO2 emissions that are directly emitted by components of a project, such as mobile sources; does not quantify indirect GHG emissions, e.g., energy production, waste handling, etc.; and URBEMIS does not quantify the GHG emission reduction benefits specifically for the CAPCOA GHG mitigation measures.

## The Grove: CEQA Documentation Scope of Work

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**Biological Resources:** The Project site encompasses approximately 9.92 acres composed of annual grassland, seasonal wetlands, and native and non-native trees. The Town of Loomis has provided De Novo with the Biological Evaluation Letter Report for The Grove prepared by Sycamore Environmental Consultants. May 19, 2005. De Novo understands that a Wetlands Delineation Map and 404 Nationwide Permit are being prepared by ECORP Consulting. We anticipate these materials will be provided for use in the IS/MND.

While De Novo will review and utilize the existing studies, a decade has passed since those studies were prepared. De Novo will supplement the previous studies with a reconnaissance-level survey to verify site conditions and habitat characteristics, and a current records search of California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. The IS will provide a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the Project vicinity. De Novo's review will address potential impacts associated with the changes in proposed development (lotting pattern, use of a portion of on-site wetlands as a detention basin, etc.) Where the analysis and mitigation measures in the 2006 IS/MND are appropriate and adequate, that information will be retained.

The Initial Study will conclude with a consistency analysis, and a discussion of feasible avoidance, minimization, and mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

*Note:* This scope of work does not include wet season surveys. This scope of work does not include botanical surveys as the timing of the IS/MND is outside of the flowering period for most plants and the timing of our site visit will not likely result in sufficient information to make a determination of presence/absence of special status plants.

**Cultural Resources:** De Novo concurs with the Town that the evaluation of cultural resources impacts from the 2006 IS/MND will be adequate for the Project. This section will be based on the 2006 IS/MND and supporting studies. De Novo will review and update the analysis to reflect the characteristics of the currently proposed Project. While an update to the cultural resources study will not be performed, De Novo will perform additional tribal outreach pursuant to AB 52 and will record the results of any requested consultation in the IS/MND.

**Geology and Soils:** De Novo concurs with the Town that the evaluation of geology and soils impacts from the 2006 IS/MND will be adequate for the Project. We will review and update the analysis to reflect the characteristics of the currently proposed Project. No new technical studies are proposed for this section.

**Greenhouse Gas Emissions/Energy:** The project's GHG analysis will be prepared consistent with the requirements of CEQA, including the analyses required in Appendices G. This section will describe the impacts of the Project and will include a discussion of the Project's consistency with ongoing efforts related to implementation of AB 32 and subsequent legislation, including the 2016 Sustainable Communities Strategy. GHG impacts will be addressed both qualitatively, based on the CalEEMOD model, and quantitatively. Mitigation measures to address potential impacts will be identified, if necessary.

## The Grove: CEQA Documentation Scope of Work

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De Novo will quantify energy consumption associated with Project construction and operations using the CalEEMod model and assumptions from the Environmental Protection Agency (EPA) and Energy Information Administration (EIA). The potential for Project components and mitigation measures to reduce energy consumption will be discussed. Potential impacts associated with the wasteful, inefficient, and unnecessary consumption of energy will be identified and, if necessary, mitigation measures will be provided.

**Hazards and Hazardous Materials:** The Hazards and Hazardous Materials section will identify the applicable local, State and Federal regulations related to the use, storage and transport of materials, will include a description of the range of potential hazards, including hazards associated with routine use, transport, and accidental release of hazardous materials associated with construction and operation of the Project, and identify hazards and risks to people and the environment associated with the Project. The analysis will specifically address the recent pesticide testing, DTSC clean-up process, including the executed Voluntary Cleanup Agreement (VCA), and the Removal Action Workplan (RAW). The mitigation measures will be developed to address the DTSC process and to reduce significant and potentially significant impacts to the greatest degree feasible.

**Hydrology and Water Quality:** The Project would alter the drainage pattern of the site and could result in increased storm water run-off, storm water pollutants, and erosion during construction and operation. The Project site has scattered wetlands and the Project Applicant proposes to retain a portion of the wetlands as a dual-use wetlands conservation area and storm detention facility.

De Novo anticipates that as part of the preparation of engineering plans for the Project site, the Project Applicant will have a drainage plan and/or study prepared to address the drainage and stormwater impacts of the Project design.

This section will describe the surface drainage patterns of the Project area and adjoining areas based on available aerial photographs, field observations, and the Preliminary Drainage Plan; and identify surface water quality in the Project area based on existing and available data. The analysis in this section will evaluate the potential construction and operational impacts of the proposed Project on surface runoff, drainage patterns, flooding, and the increase in impermeable surface area. The location and sizing of the stormwater conveyance and detention features of the Project will be evaluated. Conformity of the Project to water quality regulations and the Town's grading and drainage standards will be discussed. Mitigation measures for hydrology and water quality impacts will be recommended as appropriate.

**Land Use and Planning:** The Project site is designated Residential Medium Density by the General Plan and is zoned RS-10a. The Land Use and Planning section will be based on the discussion in the 2006 IS/MND, but will be revised to reflect the characteristics of the current proposal for The Grove. The analysis will be expanded to address General Plan Policy G6, which identifies specific planning requirements for Project site. The analysis will discuss whether the Project would conflict with applicable land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. If necessary, appropriate mitigation measures will be identified.

**Noise:** While noise associated with operation of the 23 residential units is not anticipated to be significant, the Project has the potential to result in short-term noise impacts associated with the operation of heavy equipment and trucks to remove 4,000 cubic yards of soil. The Project is adjacent sensitive noise receptors, including a school.

## Exhibit "A"

### The Grove: CEQA Documentation Scope of Work

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De Novo anticipates that the Project Applicant will provide a Noise Impact Assessment that focuses on impacts associated with the soil removal component of the Project. De Novo will review the Noise Impact Assessment to ensure that analysis of noise levels associated with the soil remediation process meets the Town's standards and the requirements of CEQA and will provide the Town with a memo describing the results of the review.

This section of the IS will describe the existing noise environment, a description of the Town's noise standards for the site and the surrounding areas, a quantified discussion of existing noise conditions, identification of potential noise increases associated with Project construction activities, and a qualitative description of noise emissions associated with Project operations, and mitigation measures will be developed for any potentially significant impacts.

**Public Services and Utilities:** The Project would increase the demand for public services, including law enforcement, fire protection, schools, and parks, and for gas and electric utilities. The Project would connect to public water and sewer service. This section will address the ability of public service and utility providers to serve the Project.

De Novo anticipates that the Town will provide any public service and utility comments made by service providers as part of the Project Application review and referral process. We also anticipate that the Project Applicant will provide the Will Serve letters discussed in the RFP and any associated documentation. De Novo will perform follow up outreach with the Project Applicant and service providers as necessary.

De Novo will review relevant master plans and environmental documents prepared by public service and utility providers to ensure that impacts are adequately identified and analyzed. This section will describe adopted policies, programs, and standards associated with the provision of public services and utilities. The analysis of public services and utilities impacts will identify significant environmental impacts as a result of implementation of the Project. This will include an evaluation of service capacity/availability of public services/utilities (e.g., fire protection, law enforcement, schools, storm water, parks, and solid waste) under existing and future (cumulative) conditions. If significant impacts are identified, appropriate mitigation measures will be recommended.

**Transportation:** The Project would result in an increase in vehicle trips during construction, particularly related to the DTSC-associated clean-up activities, and Project operation. Since the 2006 IS/MND was prepared, the Town has adopted a new Circulation Element and the transportation/circulation thresholds in Appendix F of the CEQA Guidelines have been revised.

De Novo will prepare the transportation and circulation section of the IS, which will be based on existing information and the Traffic Assessment provided by the Project Applicant. De Novo will review the Traffic Assessment to ensure that the analysis meets the requirements of CEQA. We will provide the Town with a memo describing the results of the review.

The section will discuss the Project's potential to result in impacts to the circulation system, based on the information provided in the KD Anderson Traffic Assessment as described below. This section will also qualitatively address the adequacy of facilities for pedestrians and bicyclists and emergency access to the project site. Potential impacts will be identified and, where appropriate, mitigation measures will be provided.

De Novo anticipates that the Traffic Assessment for the Project that will include the following information:

## The Grove: CEQA Documentation Scope of Work

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### **A. Existing Setting**

The Traffic Assessment will identify the existing transportation setting in the Project area, including current roadway capacities and operating Levels of Service. Data from the Circulation Element Update will be used, and no new traffic counts will be made. The following tasks will be completed:

*Assemble Traffic Count Data* - Relevant information from the Circulation Element Update will be assembled regarding these roadway segments:

1. Humphrey Road from King Road to Arcadia Avenue
2. Humphrey Road from Arcadia Avenue to north Town limits

*Describe Existing Traffic Operations and Safety Deficiencies* - A field review will be conducted to identify any capacity or safety deficiencies that may already exist. Levels of Service will be described based on daily volumes and Circulation Element Update LOS thresholds. Available sight distance at the proposed project access driveways will be investigated.

Current morning and afternoon traffic conditions before and after the school day at H. Clark Powers E.S. will be observed to identify the extent of queueing and short term on-street parking.

*Describe Alternative Transportation Modes* - Current and planned transit operations and facilities for pedestrians and bicyclists will be described.

### **B. Project Characteristics**

The extent to which the development of the Project may impact the local street system will be determined by identifying potential trips for the construction phase and the operational phase.

During construction activities, the pesticide clean-up phase is anticipated to have the highest number of trips. The removal of 4,000 cubic yards of soil for pesticide remediation is anticipated to result in approximately 400 to 800+ trips, depending on the size of truck used. De Novo will work with the applicant to determine the appropriate assumptions for truck traffic during this phase.

During the operational phase, the number of automobile trips that may be generated by the Project will be estimated through application of trip generation rates presented in the Institute of Transportation Engineers (ITE) publication *Trip Generation Manual, 9<sup>th</sup> Edition*.

The regional distribution of Project primary trips will then be identified based on current travel patterns as well as the location of complimentary land uses.

### **C. Existing Plus Project Impacts**

*Construction Impacts* - The impacts of the Project during the construction phase will be based on the effect of construction trips on the local roadways. The number of daily trips is not anticipated to be significant, assuming that the soil removal activities are carried out over the course of several weeks. However, the dump truck tips may result in wear and tear on the roadway and could also conflict with school traffic. The analysis of construction impacts will be qualitative and will address the potential for the Project to result in adverse impacts to the physical condition of the roads and for the potential of conflicts with school traffic. beat up the

## The Grove: CEQA Documentation Scope of Work

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road, however, beat up the road, and you wouldn't want them out there when school starts and ends. We can provide that kind of "qualitative" assessment.

*Identify Existing Plus Project Traffic Conditions* - Project trips at buildout will be superimposed onto current daily volumes to create Existing Plus Project forecasts. Level of Service will be recalculated and the results will be compared to adopted standards of significance. The adequacy of site access will be evaluated with regards to intersection spacing, throat depth, sight distance, etc. Conflicts between site access and key connections to the adjoining school will be evaluated. The effects of the project on bicycle and pedestrian activity will be described.

### ***D. Cumulative (Year 2040) Impacts***

The impacts of the Humphrey Road Subdivision will also be evaluated within the context of future traffic conditions occurring over the next 20 years. KD Anderson will work with the traffic volume forecasts contained in the Town's Circulation Element Update for this purpose. KD Anderson will review the Loomis traffic model layout to identify the project site and its development assumptions. Because the project is consistent with current General Plan designations, we expect that development has been assumed in the Circulation Element Update.

Two cumulative scenarios will be presented:

1. Cumulative conditions without the project, and
2. Cumulative conditions with the Humphrey Road Subdivision.

Depending on the results of Task 4.1, No Project / Plus Project conditions will be determined by manually adding / subtracting project site trips. Any planned / programmed circulation improvements identified by the Town will be included in the cumulative analysis.

Levels of Service on Humphrey Road and safety issues that result from twenty years of traffic growth will be identified assuming implementation of any long term improvements identified by Town staff. The extent to which projected traffic conditions meet Town minimum standards will be determined, and project impacts will be evaluated based on adopted standards of significance.

### ***E. Mitigation***

The extent to which mitigation measures are needed to reduce project specific or cumulative impacts to a level of insignificance will be identified.

The status of the Town's current traffic impact fee program will be described in terms of improvements planned / required in the immediate vicinity of the project, and in terms of major improvements required at General Plan Buildout.

Under this task, mitigation measures required to eliminate current safety problems, reduce project impacts to a less than significant level or to ensure adequate site access and local circulation will be identified. Mitigation Measures will be separated into the four categories noted below:

1. Mitigation already required to correct existing deficiencies;
2. Mitigation specifically required as a result of the Humphrey Road Subdivision, including any needed changes to the proposed project;

## Exhibit "A"

### The Grove: CEQA Documentation Scope of Work

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3. Improvements needed for Cumulative No Project conditions; and,
4. Mitigations needed for Cumulative conditions with the Humphrey Road.

The extent to which the Project's community-wide cumulative impacts can be mitigated through the Town's existing fee program will be discussed.

**Mandatory Findings of Significance.** The potential for the project to degrade the quality of the environment, result in cumulatively considerable impacts, and/or result in adverse environmental effects on human beings will be discussed.

#### TASK 1B – SCREENCHECK INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Comments received from Town staff regarding the Administrative Draft IS/MND will be incorporated into a "Screencheck" version before the document is finalized. De Novo will provide the Screencheck IS/MND for Town review.

#### TASK 1C – PUBLIC DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Comments received from Town staff regarding the Screencheck IS/MND will be incorporated into the Public Review IS/MND prepared for public circulation.

De Novo understands that the Town will prepare the required notices. If the Town would like De Novo to prepare the Notice of Intent to Adopt a Mitigated Negative Declaration and the Notice of Completion, De Novo will complete these notices at no additional charge.

### TASK 2 – RESPONSE TO COMMENTS/MMRP

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#### TASK 2A – RESPONSE TO COMMENTS

De Novo will prepare a response to comments received during the public review of the IS/MND, as well as an attachment identifying any revisions to the IS/MND as a result of public comment. We anticipate receiving approximately ten public comments letters, averaging two pages each. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional technical analysis to respond to are considered outside the scope of work and cost estimate.

#### TASK 2B – MITIGATION MONITORING AND REPORTING PROGRAM

De Novo will prepare a mitigation monitoring and reporting program (MMRP) that describes the mitigation measures that will be adopted in order to mitigate or avoid significant effects on the environment. The MMRP will identify the timing, responsible party, and implementation action for each mitigation measure in the MND.

### TASK 3 – MEETINGS AND PROJECT MANAGEMENT

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De Novo staff anticipates attendance at one staff-level meeting and two public hearings, one with Planning Commission and one with Town Council, for the Project. De Novo will establish regular calls with Town staff to review the status of the environmental document, discuss any Town comments, and discuss the status of any information to be provided by the applicant.

#### DELIVERABLES

De Novo will provide hard and electronic copies of each deliverable as identified in the RFP. Additional printed copies will be provided to the Town at the cost of production.

**The Grove: CEQA Documentation Scope of Work**

**COST ESTIMATE**

De Novo will complete Tasks 1 through 3 for a not-to-exceed cost of \$29,850 that is anticipated to be allocated as shown in the following table. De Novo does not mark-up subconsultant or direct (printing, shipping) costs.

TASK/ACTIVITY	Project Manager	Biologist	Associate Planner	GIS/ Graphics	De Novo Subtotal	Direct Costs	ACTIVITY TOTALS
	\$130/hr	\$115/hr	\$100/hr	\$75/hr	Fee		Fee
	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1A: Admin. Draft IS/MND	58	20	94	10	\$19,990	\$135	\$20,125
Task 1B: Screencheck IS/MND	8	-	6	1	\$1,715	\$45	\$1,760
Task 1C: Public Review IS/MND	4	-	4	-	\$920	\$1,845	\$2,765
Task 2: Response to Comments/MMRP	10	1	14	-	\$2,815	\$45	\$2,860
Task 3: Project Management/Meetings	18	-	-	-	\$2,340	-	\$2,340
<b>TOTAL</b>	<b>98</b>	<b>21</b>	<b>118</b>	<b>11</b>	<b>\$27,580</b>	<b>\$2,070</b>	<b>\$29,850</b>

*Note: De Novo reserves the ability to shift costs between tasks, if necessary. This will not result in any exceedance of the total budget.*



**Exhibit "A"**

**The Grove: CEQA Documentation Scope of Work**

**SCHEDULE**

The Initial Study/Mitigated Negative Declaration and associated tasks for the The Grove Project will be completed pursuant to the following schedule. The row in gray identifies the time for The rows in blue designate the time for the De Novo team to complete each task. The rows in gray estimate the amount of time the Town will take to review each document.

<b>STEPS</b>	<b>TIMING</b>	<b>SCHEDULE</b>
<b>Task 1A: Administrative Draft Initial Study<sup>1,2</sup></b>	<b>7 weeks</b> (includes 4 weeks for applicant to complete technical studies and 1 week for Town to review technical studies as identified in italics below)	<b>October 13, 2016 – December 1, 2016</b>
<i>Task 1A: Technical Studies (Drainage Plan, Traffic Assessment, Noise Assessment) – to be provided by applicant</i>	<i>4 weeks from De Novo Contract Approval</i>	<i>November 10, 2016</i>
<i>Task 1A: Town Review of Technical Studies</i>	<i>1.5 weeks</i>	<i>November 22, 2016</i>
<i>Task 1A: De Novo – Peer review Technical Studies</i>	<i>1.5 weeks</i>	<i>November 22, 2016</i>
Town Review of Admin. Draft IS/MND	1 week	December 2 – 8, 2016
<b>Task 1B: Screencheck Draft Initial Study*</b>	<b>1.5 weeks</b>	<b>December 9-20, 2016</b>
Town Review of Screencheck IS/MND	1.5 weeks	December 21-29, 2016
<b>Task 2: Public Draft Notice of Intent/Initial Study</b>	<b>1.5 weeks</b>	<b>December 30, 2016 – January 10, 2017</b>
Public Review of Initial Study/MND	30 days	January 11, 2017 – February 10, 2017
<b>Task 2: Response to Comments/MMRP<sup>3</sup></b>	<b>2.5 weeks</b>	<b>February 13 – March 2, 2017</b>
<b>Task 3: Meetings and Project Management</b>	<b>Throughout the process</b>	

<sup>1</sup> Anticipates that the De Novo team has received the complete application package, comments on the Project application by reviewing departments/agencies, and any additional reports, plans, or other documentation requested of the Applicant by the Town/De Novo at the start of Task 1A.

<sup>2</sup> Anticipates that the Project Applicant submits the Drainage Plan, Traffic Assessment, and Noise Assessment within four weeks of project start-up and that the Town will review the technical studies within 1.5 weeks.

<sup>3</sup> Anticipates that no additional technical analysis is necessary. If revisions to the applicant's plans and/or technical studies are needed, the schedule will be extended accordingly.

**EXHIBIT B**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

**[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CONSULTANTS**

By:



**Principal\Corporate Vice-President**