

CONTRACT AMENDMENT No. 3

PlaceWorks, Inc.

THIS CONTRACT AMENDMENT No. 3 is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and PlaceWorks, Inc., a California Corporation hereinafter called "CONTRACTOR."

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services on June 24, 2021, Amendment No. 1 on April 25, 2022, and Amendment No. 2 on April 17, 2023 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
2. WHEREAS, CONTRACTOR and CITY now desire to extend the Agreement term to December 31, 2024.
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

PLACEWORKS, INC., a California Corporation

\_\_\_\_\_  
ANDREW C. KEYS  
Interim City Manager

\_\_\_\_\_  
By: KEITH McCANN  
Title: Chairman & CEO

Attest:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



## CONTRACT AMENDMENT No. 2

PlaceWorks

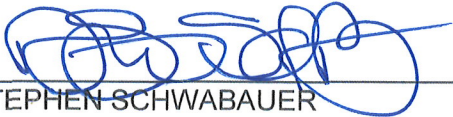
THIS CONTRACT AMENDMENT No. 2 is made and effective this 17<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2023, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and PlaceWorks, a California Corporation hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on June 24, 2021 and Amendment No. 1 on April 25, 2022, (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the Term limit to June 30, 2024.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation



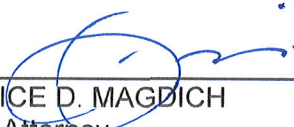
STEPHEN SCHWABAUER  
City Manager

Attest:



OLIVIA NASHED  
City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City AttorneyCONTRACTOR  
called "Contractor"

PLACEWORKS, INC. a California Corporation

By: KEITH McCANNTitle: Chairman & CEO

CONTRACT AMENDMENT No. 1

PlaceWorks

THIS CONTRACT AMENDMENT No. 1 is made and effective this 25<sup>th</sup> day of April, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and PlaceWorks, a California Corporation hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on June 24, 2021, (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the Term limit to March 31, 2023.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER  
City Manager

Attest:



~~PAM FARRIS~~ Olivia Nashed  
~~Assistant~~ City Clerk

Approved as to Form:



JANICE D. MAGDICH  
City Attorney

CONTRACTOR  
called "Contractor"



Keith McCann (Apr 20, 2022 15:31 PDT)

PLACEWORKS, INC. a California Corporation

By: KEITH McCANN

Title: Chairman & CEO



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on ~~April~~ <sup>June 24, 2021</sup>, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PLACEWORKS (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for ENVIRONMENTAL REVIEW AND TECHNICAL SERVICES ASSOCIATED WITH SPHERE OF INFLUENCE UPDATE (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

### **Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

### **Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

### **Section 2.6 Term**

The term of this Agreement commences on APRIL 1, 2021 and terminates upon the completion of the Scope of Services or on APRIL 30, 2022, whichever occurs first.

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1   Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2   Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3   Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### **Section 3.4   Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: John Della Monica

To CONTRACTOR: PLACEWORKS  
                                 3 MacArthur Pl, Suite 1100  
                                 Santa Ana, CA 92707  
                                 ATTN: Keith McCann

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of



the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

*for* *Damela M. Farris*  
JENNIFER CUSMIR  
City Clerk

*for* *Andrew Keys*  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

PLACEWORKS

By: *[Signature]*  
*[Signature]*

By: *Kara Kossel*  
Name: KEITH McCANN  
Title: Chairman & CEO

Attachments:  
Exhibit A – Scope of Services  
Exhibit B – Fee Proposal  
Exhibit C – Insurance Requirements  
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: LEAP Grant Funding  
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

# CITY OF LODI

CONSULTANT SERVICES FOR ENVIRONMENTAL REVIEW AND TECHNICAL  
SERVICES ASSOCIATED WITH SPHERE OF INFLUENCE UPDATE

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for the **City of Lodi**





# CITY OF LODI

## CONSULTANT SERVICES FOR ENVIRONMENTAL REVIEW AND TECHNICAL SERVICES ASSOCIATED WITH SPHERE OF INFLUENCE UPDATE

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for the **City of Lodi**

**Submitted By:**

**PlaceWorks**

3 MacArthur Place, Suite 1100  
Santa Ana, California 92707  
t 714.966.9220

**In Association With:**

**Fehr & Peers Transportation Consultants**

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## APPENDIX - RESUMES

## A: TRANSMITTAL LETTER

January 29, 2021

John Della Monica, Community Development Director  
City of Lodi  
221 W. Pine Street  
Lodi, California 95240

**Re: Proposal to Provide Consultant Services for Environmental Review and Technical Services  
Associated with Sphere of Influence Update**

Dear John:

Please accept the attached submittal as PlaceWorks' proposal to provide Consultant Services for Environmental Review and Technical Services Associated with Sphere of Influence (SOI) Update for the City of Lodi.

We understand that the City's SOI is currently considered out of date by the San Joaquin County Local Agency Formation Commission (LAFCo) and that an update is necessary at this time. We will work with City staff to identify the specific areas of expansion, and we will do so cost-effectively. Our team of environmental planners is experienced in this sort of work and will help develop creative solutions so as to manage this update both efficiently and effectively.

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 130 employees in seven offices throughout California. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 45 years. Serving both public- and private-sector clients throughout the state, PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services. Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

To complement our in-house services, we are partnering with **Fehr & Peers Transportation Consultants** to assist with VMT Standards and Implementation and Circulation Analysis. We believe this team of professionals is well suited to assist City staff with this project.

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work is distinctly different, so is our thinking.

Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

Sincerely,

PLACEWORKS



Mark Teague, AICP  
Principal

## B: SCOPE OF WORK

### APPROACH

Based on our understanding of the Request for Proposals, we have developed a scope and budget to prepare a Subsequent EIR (SEIR) to the General Plan EIR to support the proposed Sphere of Influence (SOI) Update. The General Plan EIR considered the physical environmental effects of development within the footprint of the City's Planning Area. The footprint-related effects due to a change of land use from one development type to another would not differ from those disclosed in the General Plan EIR. Therefore, these topics can be addressed in an Effects Found to Not Be Significant chapter of the EIR, with the focus of the other sections of the EIR on those effects related to the change in development intensity or land use on the subject parcels. The following table shows our assumptions on the contents of the SEIR. As can be seen, we believe many of the General Plan EIR sections will remain adequate for the project with no substantive changes. Those sections of the certified EIR affected by the proposed SOI amendment would require a revised analysis and would be included in the SEIR. Note that the table is based on our current understanding of the project and may be refined during preparation of the project description and conclusions of the technical studies.

### Environmental Topic Disposition

ENVIRONMENTAL TOPIC	PREVIOUSLY ADDRESSED IN CERTIFIED GENERAL PLAN EIR	ANALYSIS IN SUPPLEMENTAL EIR
Aesthetics	X	
Air Quality		X
Biological Resources	X	
Cultural Resources	X	
Energy		X
Geology and Soils	X	
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials	X	
Hydrology and Water Quality	X	
Land Use and Planning	X	
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services		X
Recreation		X
Transportation		X
Tribal Cultural Resources	X	
Utilities and Service Systems		X
Wildfire	X	
Alternatives		X
CEQA-Required Sections		X



## SCOPE OF WORK

### Task 1. Project Initiation and Notice of Preparation

As part of the kickoff meeting, PlaceWorks will review the project information, previous documents, and go over the goals of the project with City staff. As the San Joaquin County LAFCo will be a responsible agency, we will review any specific EIR contents they require. At the meeting, we will review the schedule, identify contact and review procedures, and tour the site.

The administrative draft of the Notice of Preparation (NOP) will explain the Supplemental EIR process, noting that only a portion of the previously certified EIR will be modified and circulated for review. PlaceWorks will draft the NOP for public review and prepare the document for circulation. PlaceWorks will prepare drafts of requisite filing forms and submit copies to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

A public scoping meeting should be held approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR analysis. Our scope assumes a virtual scoping meeting. PlaceWorks will provide a PowerPoint in support of the meeting and will attend to explain the CEQA process and the scope of the SEIR. This scope assumes the City will schedule the meeting.

This is also the appropriate time to initiate tribal consultation. PlaceWorks will complete the State-mandated noticing to Native American tribes pursuant to SB 18 and AB 52. We will contact the Native American Heritage Commission (NAHC) by letter to describe the project. The letter will request that the NAHC review their Sacred Lands file for information on traditional or cultural lands within the project area and vicinity, and will include a request for a listing of local Native American representatives. We will then prepare a basic letter for each tribe to be mailed out on City letterhead. This letter will describe the project and indicate how tribal representatives can request consultation with the City if they so desire. If the tribes do request consultation, City staff will be responsible for arranging and PlaceWorks staff will accompany City at meetings that are required.

### Task 2. Technical Studies and Administrative Draft SEIR

PlaceWorks will prepare the air quality, greenhouse gas, and noise analyses based on the Traffic Impact Analysis (TIA) prepared by Fehr & Peers. This scope assumes that the TIA will be provided by the City and will be reviewed by City's traffic engineer prior to its use in the SEIR. PlaceWorks will also review the transportation analysis from an SEIR perspective and provide comments to the City if additional analysis or revisions are required to adequately address transportation impacts in the SEIR.

At the request of the City, PlaceWorks will also review readily available information (e.g., California Natural Diversity Database) regarding the presence of protected species in the SOI area. If it is determined that protected species not addressed in the General Plan EIR are identified, PlaceWorks will include mitigation measures to address potential impacts to those species.

#### Air Quality/ Greenhouse Gas/ Energy

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions for the SEIR. Impacts of the Proposed Project will be compared to the land uses documented in the certified EIR. The analysis will be based on the current methodology of the San Joaquin Valley Air Pollution Control District's (SJVAPCD) *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI) for projects in the San Joaquin Valley Air Basin (SJVAB). Modeling will be conducted using the latest California Emissions Estimator Model (CalEEMod). The results of the technical modeling will be compiled into the SEIR chapter. Model outputs will be included as an appendix.

PlaceWorks will prepare an updated criteria air pollutant and GHG emissions forecast that isolates emissions for the SOI amendment area for the Approved Project and the Proposed Project to identify the potential increase in air quality and GHG emissions generated by the proposed land use changes in the SOI. Modeling will be based on the land use statistics associated with the Approved Project and Proposed Project in the SOI amendment area. Transportation emissions will be based on the increase in daily trips and VMT provided by Fehr & Peers. Construction emissions will be handled qualitatively due to the programmatic nature of the project. The net increase in emissions for the Plan Area will be compared to the SJVAPCD thresholds and impacts identified in the Certified EIR. The SEIR will incorporate mitigation measures from the certified EIR, and modify, as needed, to address potentially significant impacts.

The air quality analysis will also document requirements for future projects under SJVAPCD's Indirect Source Review 9510. Potential localized air quality impacts from construction activities associated with implementation of the land use plan will be described qualitatively and mitigation measures from the certified EIR will be incorporated, and modified, as needed, to ensure that future development in the SOI amendment area would not expose sensitive receptors to substantial pollutant concentrations.

The SJVAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O<sub>3</sub>), coarse inhalable particulate matter (PM<sub>10</sub>) (California AAQS only), and fine inhalable particulate matter (PM<sub>2.5</sub>). SJVAPCD has adopted several air quality management plans ensure the SJVAB can attain the long-term National and California AAQS. The study will include a consistency evaluation of the project's regional emissions to goals of the ozone attainment plans adopted by SJVAPCD. The SJVAB is designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. In addition, the study will include a qualitative assessment of potential odor generators to describe potential odor impacts and where they are likely to occur.

The GHG analysis will discuss the GHG reduction goals of Senate Bill 32 (SB 32), Executive Orders S-03-05 and B-55-18, and SB 375. To achieve the GHG reduction targets of SB 32, the California Air Resources Board (CARB) adopted the 2017 Scoping Plan Update. In addition, the San Joaquin Council of Governments (SJCOG) adopted their 2018 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to ensure that San Joaquin County can attain the regional transportation-related GHG reduction goals of SB 375. We will review the project for consistency with statewide GHG emissions reduction strategies (CARB Scoping Plan) and consistency with the RTP/SCS for the SJCOG region.

## Noise

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed SOI update. We will use our experience and knowledge of similar noise environments to characterize the existing conditions for the project area, with particular attention being paid to the traffic volumes. Ambient conditions will be evaluated via the traffic noise analysis and previous noise reports; ambient noise monitoring is not proposed.

PlaceWorks will model approved project baseline and SOI Update buildout traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model and volume, vehicle mix, and other traffic data provided by Fehr & Peers. The SEIR will identify areas along highway and roadway segments that would be exposed to noise levels above established criteria. Noise impacts from non-transportation sources will be evaluated on a programmatic level, qualitatively based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources, such as major commercial and industrial uses, in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code.

PlaceWorks will provide a qualitative analysis for potential construction impacts associated with buildout of the SOI amendment. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the City and the U.S. Federal Transit Administration (FTA).



Potential noise and vibration impacts will be evaluated according to applicable Lodi noise and vibration criteria included in the City's General Plan and Municipal Code. Impacts and mitigation measures from the certified EIR will be reviewed and applicable mitigation measures will be identified, as necessary, to reduce potential impacts.

The findings of the noise and vibration analysis will be provided in the SEIR documentation. Pertinent calculations and technical information will be provided in an appendix. PlaceWorks will prepare the document for review in separate chapters with graphics, as appropriate. To the maximum extent practicable, the analysis will rely upon the certified EIR and supplement only where the proposed land use changes would require updates to the analysis or to modify the conclusion in the General Plan EIR. At the end of staff review, we will discuss the comments with staff and outline changes to the document.

### Alternatives

The SEIR will analyze up to three alternatives (including a No Project Alternative) that are developed based on any significant impacts identified as part of the technical analyses. The basis for selecting each alternative will be provided but will be focused on reducing identified significant impacts. Based upon input from the City, a discussion of alternatives that were considered but eliminated 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 SEIR will briefly explain why the impacts would be similar. The SEIR will contain more detail in cases where impacts would differ between the alternatives and the proposed project. The SEIR will also include a table that compares impacts of the proposed project with all the alternatives.

### CEQA-Required Sections

The SEIR will also include other CEQA-required sections including growth-inducing impacts, irreversible environmental effects, and a summary of significant and unavoidable impacts where those would differ from the certified General Plan EIR as a result of the project. The cumulative analysis will include the major projects currently under development or planned in the City. PlaceWorks will coordinate with City staff to update the assumptions for the cumulative impact analysis to maintain consistency regarding the assumptions, methodologies, and findings for the cumulative analysis for other EIRs in the City. The SEIR 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 project vicinity and how that growth will, in turn, affect the surrounding environment. Consistent with CEQA Guidelines section 15126.2(c), the SEIR will evaluate the proposed project for impacts that would result in any significant irreversible environmental changes. The SEIR will include a summary of significant and unavoidable impacts identified and discussed in each of the technical sections of the EIR.

### Transportation

Fehr & Peers will be conducting the traffic study for the proposed project under contract with PlaceWorks. Fehr & Peers will provide the information necessary to complete the air quality, greenhouse gas, and noise modeling. It is assumed that Fehr & Peers will be coordinating with the City during preparation of the traffic analysis and PlaceWorks will also coordinate with Fehr & Peers to ensure that the analysis is complete for the purposes of the SEIR. The scope and budget for conducting the traffic analysis is attached to this proposal.

### **Land Use Assumptions and Travel Demand Model Update**

Fehr & Peers will work with the project team to determine land use assumptions that should be made for the SOI expansion area. These land uses and any planned roadway network improvements will be entered into the City's 2040 travel demand model for subsequent analysis of Vehicles Miles Traveled (VMT) and local circulation network needs. The updated VMT analysis is technically rigorous because the amount and type of land use requires adjustments to internal-external (IX), external-internal (XI), and internal-internal (II) trip production and attraction percentages. This is critical because external trips that leave Lodi (primarily for commute purposes) are often quite lengthy, generating significant amounts of VMT. As part of this task, Fehr & Peers will provide the following data to PlaceWorks for their use as inputs to other parts of the EIR:

- Daily Trip Generation and VMT for the following scenarios:
  - Existing Plan Area
  - Current Plan Area Forecast (Approved Project)
  - Proposed Project Plan Area Forecast (Proposed Project)
- Population and employment estimates for each scenario

### **SOI Effects on VMT**

Fehr & Peers will update the average VMT estimates by land use type (i.e., average VMT per single-family dwelling unit, average VMT per thousand square feet of office, etc.) for the updated 2040 model to understand how the SOI land uses would affect Citywide VMT. This also includes updates to the screening maps. Fehr & Peers will also update the City's SB 743 Implementation Guidelines Report, which contains average VMT values and thresholds. This task includes various other calculations such as the change in total VMT within the City's SOI under base year, 2040 No Project, and 2040 Plus Project conditions.

### **SOI Circulation Network Needs Assessment**

Fehr & Peers will analyze the capacity needs of major roadways that will serve future development in the SOI. The analysis will determine capacity needs of up to eight study roadway segments in order to meet applicable General Plan level of service (LOS) requirements. This analysis will not be included in the EIR prepared for the SOI effort, but will instead be used for roadway sizing. As part of this task, Fehr & Peers will provide the following data to PlaceWorks:

- List of study segments used in the traffic analysis to assess potential impacts.
- ADT segment volumes (both directions total) for all highway, major roadway and arterial segments in the traffic study area in MS Excel for the following scenarios:
  - Existing Conditions
  - Future Buildout
- Daytime (7 AM – 7 PM)/Evening (7 PM – 10PM)/Nighttime (10 PM – 7 AM) percentage splits on the above segments for existing and future timeframes.
- Speed limits, number of lanes, and roadway widths on study segments for existing and future timeframes.

### **VMT Standards, Reduction Targets, and Implementation Strategies**

Fehr & Peers will provide a technical discussion of how OPR's 15 percent VMT reduction target was established and how this may or may not be possible for the City to meet. Presuming the reduction target is not met, the discussion will continue along the lines of how the SOI EIR may be used for the streamlining of projects consistent with land uses assumed in this EIR (per CEQA Guidelines Section 15183). However, this guideline and CEQA mandates that projects still implement feasible mitigation measures to reduce significant impacts to the extent possible. Therefore, a detailed discussion of feasible Transportation Demand Management (TDM) strategies, which will be the primary form of mitigation, will be provided.

### **Transportation Project VMT Estimations and Analysis (Optional)**

The City's Circulation Element includes a number of planned roadway widenings and extensions. In all likelihood, each of these projects, when viewed on their own, would induce more travel (i.e., generate increased VMT). OPR's Technical Advisory describes induced travel caused by roadway projects as presumably causing a significant impact. Accordingly, this task includes a project-by-project VMT estimation to quantify its specific VMT effect, under both baseline and cumulative conditions. This will enable the DEIR to include an impact statement pertaining to the effects of specific, planned circulation element improvements on VMT generation. By concluding such impacts are significant and unavoidable, the City may be able to tier from the DEIR to avoid requiring the preparation of an EIR for individual roadway projects due strictly to induced VMT generation.



## **Alternatives Analysis**

Fehr & Peers will evaluate the trip generation of up to two project alternatives and provide a qualitative assessment of how these alternatives would affect circulation network needs and VMT.

## **Documentation**

Fehr & Peers will prepare the following documents:

- Technical Memorandum summarizing the analysis results and recommendations for the SOI Circulation Network Needs Assessment
- Updated SB 743 Implementation Guidelines for City of Lodi

Fehr & Peers will provide technical data to support PlaceWorks' preparation of the transportation chapter for the SEIR.

## **Response to Comments**

Fehr & Peers will assist PlaceWorks by preparing written responses to more technically oriented transportation comments on the Draft EIR. If responses require more time than has been budgeted or an in-depth quantitative technical response, a supplemental scope of work will be submitted.

## **Meetings**

Fehr & Peers will attend four meetings during the course of the study. This may include a kick-off meeting, progress meetings, and public hearings (i.e., Planning Commission and City Council).

## **Administrative Draft SEIR**

PlaceWorks will prepare an administrative Draft SEIR that provides a programmatic analysis of the proposed project. The SEIR will include technical sections for air quality, greenhouse gases, and noise, based on the modeling described above, and a traffic section based on the information provided by Fehr & Peers. The other technical sections will rely upon information generated by the City as part of the Municipal Services Review, or from the certified General Plan EIR. Based on one consolidated set of comments on the administrative Draft SEIR, we will prepare a Screencheck Draft SEIR in track changes. It is assumed that review of the Screencheck Draft SEIR will not result in any new technical analysis or substantial text revisions.

## **Task 3. Public Circulation Draft SEIR**

After City review of the Screencheck Draft SEIR, we will incorporate comments and prepare a publication version of the document. The public Draft SEIR will be provided in both electronic format for posting on the website and 3 hard copies with appendices on CD. If needed more copies can be determined at the kick-off meeting and provided as an additional expense. PlaceWorks will deliver the electronic document to the state clearinghouse using their e-submittal process and forms.

## **Task 4. Final SEIR and Mitigation Monitoring and Reporting Program**

Public and agency comments on an EIR 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 Draft SEIR, which could alter the project schedule, it is important to identify issues for recirculation as quickly as possible. Therefore, we will begin preparation of the Final SEIR with a review of all public and agency comments, followed by a meeting with City staff to discuss the most critical comments. This approach will ensure that critical path items are identified early, and that the most difficult or sensitive comments receive ample attention.

After the close of the 45-day public comment period, PlaceWorks will prepare written responses to the written comments received on the Draft SEIR. Should comments raise new issues or require that new technical studies be conducted to complete adequate responses, or if comments received would result in work effort that exceeds the current budget assumptions for this task, we will initiate discussions immediately with the City and will negotiate the scope and cost for this additional level of effort.

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. In addition, where necessary, the text of the Draft SEIR will be revised in a format to indicate text that has been deleted (by strike-out) or new text has been inserted (by double-underline). The Final SEIR will include response to comments, provide any edits needed to the respond to comments received on the Draft SEIR, and collaborate on responses that involve the project description or City actions. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the SEIR. This scope and budget estimate the time needed to prepare the Final SEIR; if significantly more comments are received, we may need to reevaluate the scope and budget.

PlaceWorks will prepare an administrative draft Final SEIR and a Final SEIR for consideration by the City Council. PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the MMRP from the General Plan EIR and resulting from any changes discussed in the SEIR. PlaceWorks will provide electronic copies of the Final SEIR and MMRP for use in the staff report.

#### Deliverables:

- Notice of Preparation (NOP)
- Scoping Meeting Materials (PPT, Comment Cards)
- Administrative Draft Supplemental EIR (SEIR)
- Public Draft SEIR
- Administrative Draft Final SEIR and MMRP
- Public Draft Final SEIR and MMRP
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination (NOD)
- Presentation materials for certification hearings

## Task 5. Project Management

PlaceWorks' Project Manager will be responsible for communication with City staff during preparation of the documents. PlaceWorks will provide an environmental summary for inclusion in the staff report and PowerPoint presentation for the environmental analysis and will attend the certification hearing(s) for the SEIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.



## **Task 6. Water Infrastructure and Supply Existing Conditions Report (OPTIONAL)**

### **6.1 Reconnaissance**

PlaceWorks will determine the data needs and resources, and will identify points of contact with City staff and public agencies. This task also includes review of project-related documents, including the City's 2010 General Plan, 2015 Urban Water Management Plan, 2012 Water Master Plan, and other plans and programs to support water utility and infrastructure analyses. PlaceWorks will attend initial meetings with City Staff, review documents, and initiate public agency data requests and interviews.

### **6.2 Data Collection and Analysis to Support the EIR Existing Setting**

PlaceWorks will work with City staff in the Planning Division and Public Works Department to identify existing water infrastructure and supply in Lodi and its proposed SOI. This would incorporate information collected through research and direct interviews with the City's Public Works department, Woodbridge Irrigation District, and the North San Joaquin Water Conservation District as necessary and also provide the "Environmental Setting" content for the EIR discussion of the proposed project's utilities and water supply sections.

Key existing improvement needs will be noted, including a summary of existing planned or proposed capital improvement projects and funding sources. Issues affecting future maintenance and operation costs, such as flooding, infrastructure age and condition, and technology will be highlighted.

The scope assumes no field work, facility evaluations, or modeling relating to the adequacy of water systems and will rely primarily on information provided by the service providers through interviews, correspondence, systems master plans, and technical reports. Findings will be compiled in a Draft Water Infrastructure and Supply Memorandum. The memorandum will be finalized upon one round of review by the City.

### **6.3 Evaluation of Growth Impacts on Utilities and Water Supply**

PlaceWorks will evaluate future needs for water infrastructure and supply to support the preparation of the Utilities and Services Systems and Hydrology and Water Quality sections of the EIR. Consideration would be given to the adequacy of existing supplies and infrastructure and the need for additional facilities and/or water supply sources.

Upon receipt of the boundaries and land uses within the updated SOI and any adjustments to current General Plan land use designations PlaceWorks will evaluate the impact on the water systems at maximum buildout. PlaceWorks will calculate changes in water demands based on a locally accepted generation factor to identify peak water demands over the current General Plan maximum buildout conditions. PlaceWorks will work with the City's Public Works Department, Woodbridge Irrigation District, and the North San Joaquin Water Conservation District to determine whether projected water supplies and infrastructure improvements are adequate to support future land uses and, if necessary, assess any infrastructure improvements or additional water supplies that might be needed. Findings will be compiled in the Draft Water Infrastructure and Supply Memorandum to be finalized after one round of review by the City.

#### **Deliverables:**

- Draft Water Infrastructure and Supply Memorandum
- Final Water Infrastructure and Supply Memorandum

### **Task 7. Support on MSR/SOI Application (OPTIONAL)**

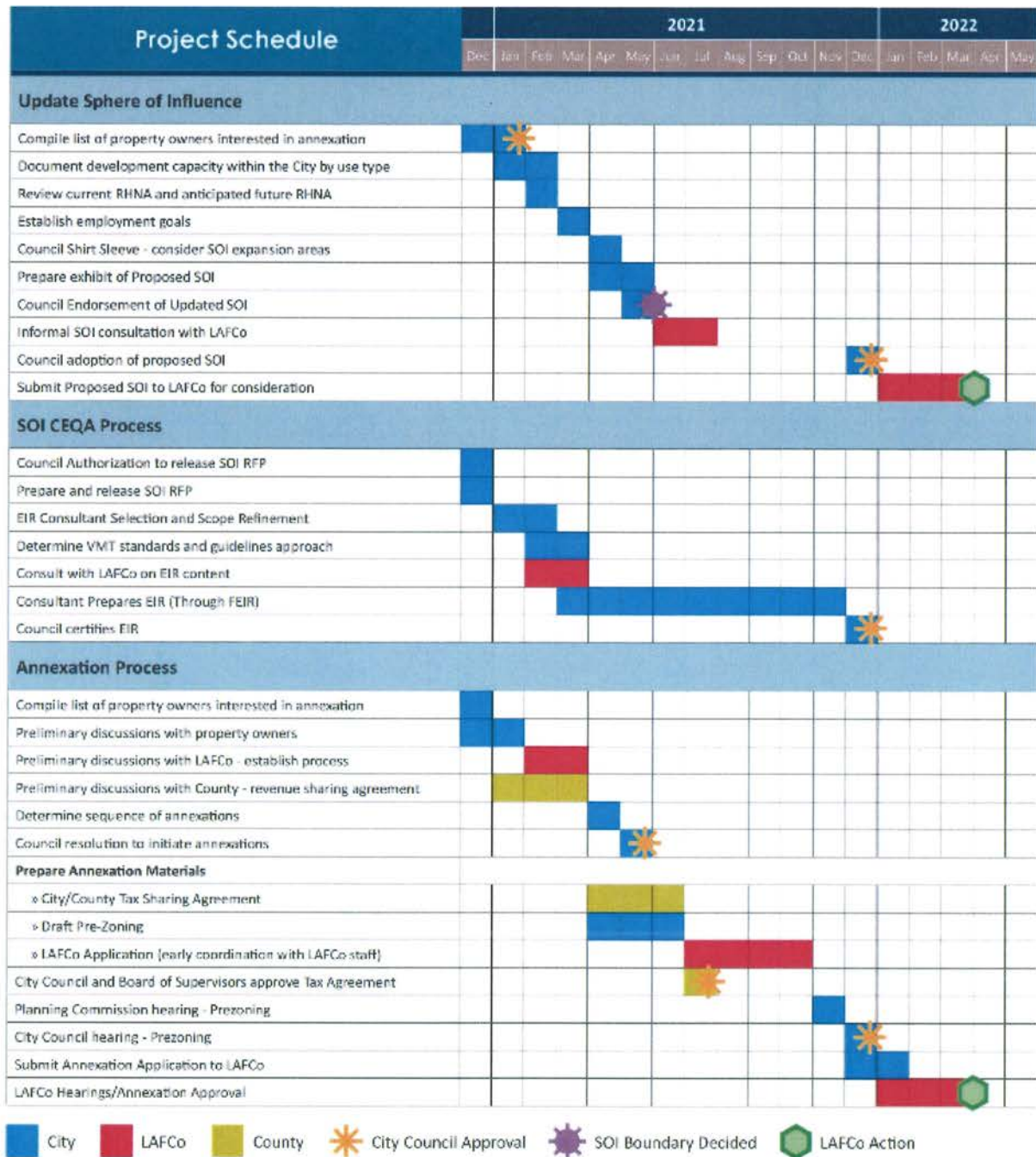
PlaceWorks' Principal-in-Charge will provide support on MSR/SOI Application on an as-needed basis, with work to commence only at City direction. This task assumes up to \$9,000 in PlaceWorks' staff time.

## **SCHEDULE**

PlaceWorks' proposed schedule for completion of the SOI Update is provided on the following page in Figure 1. As shown in the schedule, we anticipate that the project can be completed by the date indicated in the RFP. We are happy to work with City staff and revise the schedule as necessary.



**FIGURE 1 PROJECT SCHEDULE**



## C: STAFFING PLAN

PlaceWorks has assembled a highly qualified team to complete the SOI Update Environmental Review. This chapter describes the qualifications of the firms on the PlaceWorks team and the key personnel that will be assigned to the project.

Resumes for the key staff identified below are included in the appendix at the end of this proposal. Additional materials are available upon request. The organization of the team is shown graphically in **Figure 2**.

### PLACEWORKS

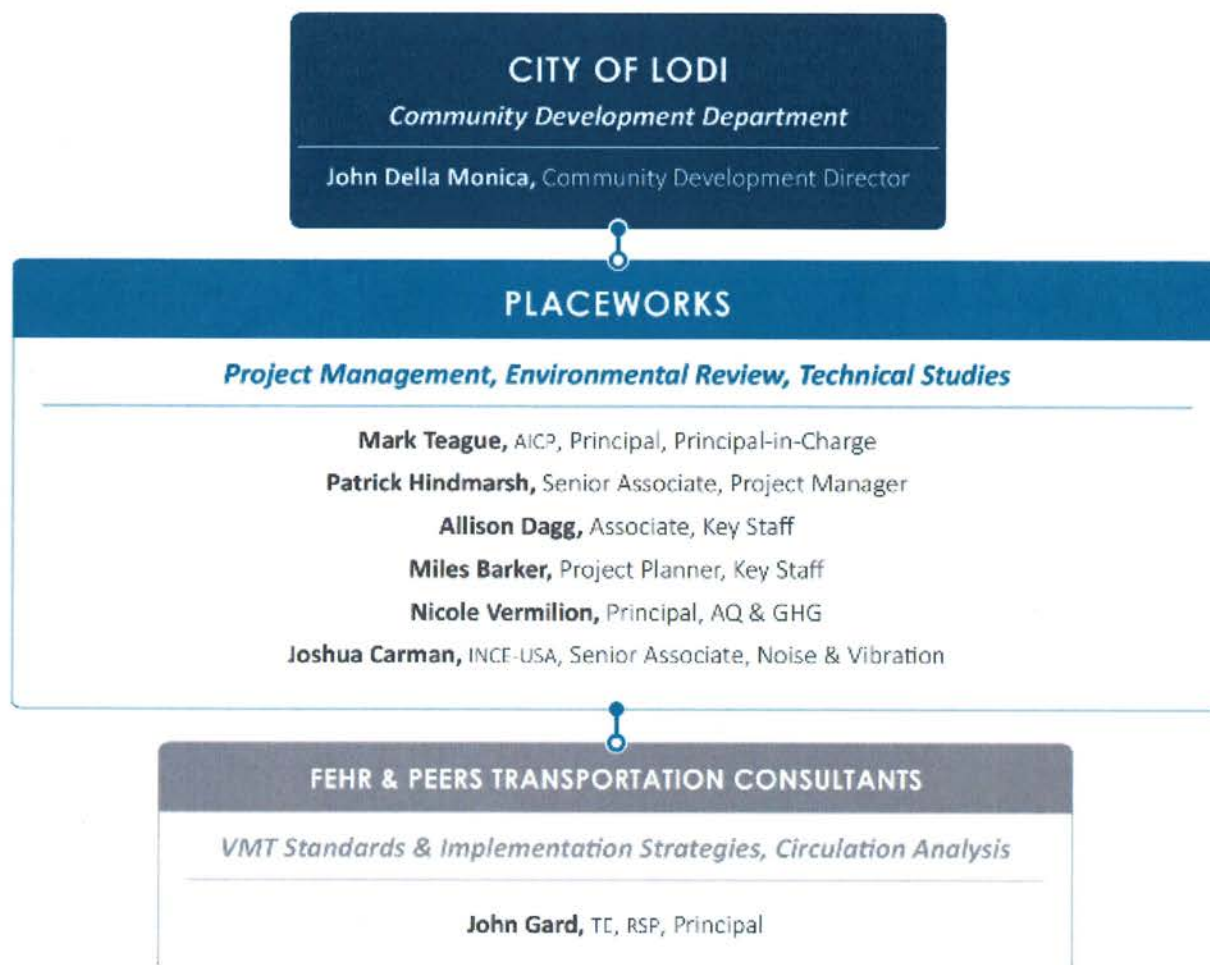
PlaceWorks has been providing environmental planning services to communities throughout California for over 45 years. Our Environmental Team has completed California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental review documents for a wide range of projects including residential, commercial, industrial, and park and recreational. Our clients range in size and geography and include communities such as Los Banos, Madera, Merced, Clovis, Modesto, Bakersfield, Fresno, Stockton, and Tracy, to regional agencies, such as the Fresno Council of Governments and the Calaveras County Council of Governments. Additionally, PlaceWorks has conducted numerous NEPA studies in the last 5 years for Federal agencies, including projects for the United States Department of Energy (DOE), Housing and Urban Development (HUD), and Army Corps of Engineers (USACE).

We work closely with lead agencies and applicants to scope environmental review documents that meet the CEQA Statute and Guidelines and NEPA requirements efficiently and cost-effectively. Our CEQA and NEPA environmental review documents include substantial evidence to support conclusions and are well-written, graphically rich, and formatted for ease of reading.

Our Environmental Team includes technical experts in air quality, health risk assessments, noise, geology, hazardous waste, hazard mitigation planning, greenhouse gas analysis, transportation, hydrology and water quality, and biological resources. With strong support from our comprehensive planning staff, PlaceWorks also provides comprehensive policy analysis, zoning conformity analysis, aesthetic evaluation (including detailed, geo-rectified photo simulations), GIS-based analysis, and comprehensive outreach services including on-line engagement. We also provide staff support services on projects as needed. To remain up to date on trends in environmental analysis, members of our Environmental Team routinely attend annual industry trainings, such as the CEQA and NEPA workshops and conference sessions sponsored by the Association of Environmental Professionals (AEP), American Planning Association (APA), and Continuing Legal Education (CLE).

For the SOI Update for the City of Lodi, PlaceWorks will serve as the prime consultant and oversee all aspects of the project and ensure its successful and timely completion.

**FIGURE 2** ORGANIZATION CHART



## Key Staff

**Mark Teague**, AICP, Principal, will serve as **Principal-in-Charge** and will ensure that all products are produced on-time, on-budget, and meet the highest standards of quality. Additionally, he will be available to facilitate public workshops and critical meetings throughout the process. Mark has over 30 years of public- and private-sector experience and has worked throughout California in agencies large and small and is considered an innovative problem solver. He serves as an extension of staff as a CEQA and Planning Manager, and oversees several staff who provide counter, assistant, and senior planner services. Mark advises on every aspect of project analysis, from intake through consideration by the agency. Mark also provides training for agency staff on best practices, recent legislation, and the impacts of court decisions on the practical side of planning. In addition to agency staff services, Mark's projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR.



Before joining PlaceWorks, Mark's experience included serving as the City of Anderson Contract Planning Interim Planning Director, City of Shasta Lake Project Manager, City of Wildomar Planning Manager, City of Eastvale Environmental Planning Manager, and Cities of Dunsmuir, Etna, Weed, and Yreka, Project Manager.

**Patrick Hindmarsh**, Senior Associate, will serve as **Project Manager** and will be responsible for the day-to-day management of the project, as well as for maintaining regular contact with City staff, coordinating with subconsultants when necessary, facilitating workshops, and attending all project meetings. Patrick is a senior environmental planner with over 24 years of planning and environmental experience for public- and private-sector clients. In his roles as project manager, technical reviewer, and technical analyst, he has worked on hundreds of environmental documents for a diverse range of project types of differing size, geography, density, and complexity including commercial and mixed-use developments; public educational facilities; hospitals; infill and suburban housing and commercial developments; and specific plans, master plans, and general plan updates/amendments. As a project manager, he oversees teams of environmental technical specialists, reviews their work product, and coordinates their work with lead agency staff.

Patrick is well regarded for his knowledge and practical application of environmental regulations and case law, as well as his ability to understand complex technical data and reports to ensure their adequacy as a basis for environmental impact analyses, synthesizing technical material into easy-to-understand language, and preparing well-written environmental impact assessment documents. He has also assisted jurisdictions by writing environmental findings and statements for staff reports and presenting the project environmental review process and findings at public hearings. In addition to managing environmental documents, he has served as the Environmental Coordinator for the City of Rancho Cordova and City of Elk Grove.

**Allison Dagg**, Associate, has several years of experience within the environmental, engineering, and planning consulting industries. Her career goals are driven by her passion for understanding and improving the relationships between people and their environment. She has worked on a variety of projects pertaining to the California Environmental Quality Act, Phase I Environmental Site Assessments, environmental sampling and remediation, construction administration, and workplace health and safety.

**Miles Barker**, Project Planner, will serve as the key planning staff and will provide research, analysis, and report-writing for the project. Miles works closely with the Environmental Team to assist with the preparation, processing, and analysis of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents; and various aspects of the CEQA process for a variety of public and private sector projects. Miles also assists the Housing Team with housing element updates, annual progress reports, proposal preparation, public outreach, and GIS. Prior to graduate school, Miles served as a Regulatory Biologist at Ocean Associates Inc. for the National Marine Fisheries Service. In this role, he served as the Humboldt Bay specialist and project lead for Endangered Species Act consultations, providing technical assistance and guidance to project applicants and action agencies with the review of biological assessments and Environmental Impact Reports, and preparation of biological opinions.

**Nicole Vermillion**, Principal, AQ & GHG, oversees project staffing and timing for the air quality, greenhouse gas (GHG), and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous GHG emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the California Chapters of both APA and AEP. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and is a beta tester for the CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has



contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, post-2020 GHG thresholds, and Friant Ranch.

**Joshua Carman**, INCE-USA, Senior Associate, Noise & Vibration, has 20 years of experience in the field of acoustics and has participated in the environmental review and monitoring process for a diversity of projects in California, Washington, Nevada, and New York. Joshua prepares noise assessments for environmental impact studies (CEQA/NEPA) and technical studies using federal, state, and local guidelines and methodology. His experience includes complex project- and program-level analyses of General Plan updates; Specific Plans; mixed-use development; traffic, transit, and rail; vibration-sensitive; industrial; infrastructure, utilities, and telecommunications; long-term and remote construction noise and vibration monitoring; and underwater construction (e.g., pile driving and blasting) projects. He is certified in the use of SoundPLAN and the FHWA's Traffic Noise Model (TNM).

## FEHR & PEERS TRANSPORTATION CONSULTANTS

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. The firm derives inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, we actively listen to client and community needs and handle every project with diligence and focus.

### Key Staff

**John Gard**, TE, RSP, is a Principal with 25 years of experience in the Roseville Office of Fehr & Peers. John is responsible for managing medium to large studies and overseeing smaller studies. John possesses a unique mix of strong technical and communication skills and often takes a lead role in the firm's most challenging and controversial projects. He has completed many land development and infrastructure projects throughout the Sacramento Region and beyond, which has firmly established him as one of the most respected and trusted transportation engineers in Northern California.

## D: COST PROPOSAL

As shown in **Table 1**, the estimated cost to complete the scope of work described in this proposal, without optional tasks, is \$155,286. The total cost with optional tasks is \$181,212.

PlaceWorks recommends planning for a 5 percent to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration on the basis of cost alone.

The billing rates for each team member are included in Table 2.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

## ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings identified in the scope of work. Additional meetings would be billed on a time-and-materials basis. Patrick Hindmarsh will attend project meetings, public workshops, and other public meetings. John Gard will attend up to four meetings over the course of the project.
- No more than 40 hours of PlaceWorks staff time will be required to respond to comments on the Draft SEIR and up to 60 hours of staff time for responses to public and agency comments on the Final SEIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- All products will be submitted to the City of Lodi in electronic (PDF) format, except for printed copies that are specifically identified in the scope of work. This is an allowance only, based on the numbers of products and copies shown above. If this allowance is exceeded, additional printing costs will be billed at PlaceWorks actual cost.
- City of Lodi staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

## OPTIONAL TASKS

This proposal includes the following optional tasks. Costs for these tasks are **not** included in the costs in Table 2:

- Water Infrastructure and Supply Existing Conditions Report with work to commence only at City direction (\$10,170)
- Support on MSR/SOI Application with work to commence only at City direction (up to \$9,000 in PlaceWork staff time)
- Transportation Project VMT Estimations and Analysis (\$8,000)

**TABLE 1** COST ESTIMATE

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## E: FIRM QUALIFICATIONS

### PLACEWORKS

#### Stockton General Plan Update and EIR for the City of Stockton

Downtown Stockton is oriented around the waterfront, a unique inland port along the San Joaquin River. Over its 160 years, the city has evolved to encompass 65 square miles. Rising housing costs and job growth in the San Francisco Bay Area fueled intense housing development on the outskirts of Stockton, and the city was hit hard by the economic recession that followed. The 2007 adopted and certified General Plan and EIR were the subject of a lawsuit involving the Sierra Club and State Attorney General. The Settlement Agreement that followed in 2008 called upon the City to reduce greenhouse gas emissions through a Climate Action Plan, which was completed in 2014, and General Plan amendments to promote infill development. PlaceWorks led a new comprehensive update to the General Plan to fulfill the City's obligations under the Settlement Agreement and to reflect a significantly different set of conditions and trends resulting from the economic recession that came on the heels of the previous General Plan. The update is well timed to help Stockton make the leap to the realization of a stronger, sustainable economy and enhanced quality of life. The General Plan is built on customized corridor-specific components to shift from aging industrial infrastructure into vibrant mixed-use neighborhood arteries. Through meaningful public input, the project team explored land use and circulation options to target areas that can catalyze positive change, and developed creative policies that promote infill development and economic sustainability. The EIR evaluates the General Plan, as required by CEQA, and the team conducted a detailed review of the City's Development Code to identify needed updates following General Plan adoption. The General Plan has been awarded the 2019 APA CA Statewide and Sacramento Valley Section, Comprehensive Planning Award: Large Jurisdiction, Envision Stockton 2040 General Plan.

#### Dixon Northeast Quadrant Specific Plan EIR Addendum for the City of Dixon

Not all projects require starting CEQA from scratch, and our approach of evaluating previous environmental analyses often saves the lead agency and the applicant time and money. The City of Dixon approved a Specific Plan and EIR in 1995, for 643 acres. Very little development has occurred within the Specific Plan Area since the EIR was certified, and in 2018 the City processed a request to amend the Specific Plan to allow construction of a 502,000 square foot warehouse distribution facility on approximately 31.5 acres. The project also required relocating an existing storm drainage basin. While the original request for proposal called for an Initial Study/Mitigated Negative Declaration, PlaceWorks reviewed the certified EIR and determined that an Addendum would better suit the applicant and allow the City to keep the substantial evidence standard of challenge. We prepared an Addendum, demonstrated that the mitigation strategy remained effective and that no additional environmental analysis was necessary. The project was approved in February 2019, with no challenge to the environmental determination.

#### Elk Grove Crossings Annexation Project for the City of Elk Grove

PlaceWorks is assisting the City of Elk Grove with the annexation of the Elk Grove Crossings Specific Plan. This effort is complex as it involves coordination with several service providers, navigating the Local Agency Formation Commission (LAFCo) annexation process, and projections of development potential for an area outside of the Specific Plan, but within



the Sphere of Influence. As part of this effort, PlaceWorks will assist with the plan of services, planning growth projections, coordination with LAFCo, and interaction with the development team responsible for the Specific Plan and EIR. The project is underway and is anticipated to be concluded in Fall of 2022.

## **Terra Vi Initial Study for the County of Tuolumne**

PlaceWorks is preparing the Environmental Impact Report for Terra Vi, a proposed eco-lodge on Highway 120 in unincorporated Tuolumne County. The 64-acre project site is near the Big Oak Flat entrance to Yosemite National Park. The project site is located within the Stanislaus National Forest and was heavily burned in the 2013 Rim Fire, which destroyed most of the mature trees on-site. Elements of the project include a public market, general lodge with 100 guestrooms and multi-purpose uses, 7 guest cabins providing 26 guestrooms, indoor and outdoor amenity areas, and 5 employee apartments providing a total of 20 employee rooms. PlaceWorks is preparing visual simulations to aid in the analysis of the potential aesthetics impacts of the project. PlaceWorks is also assisting the project applicant and County staff in coordinating the consultant team.

## **Los Banos Annexation Policy for the City of Los Banos**

Los Banos has seen extensive growth over the last 30 years, much of it driven by spillover housing demand from the South Bay/Silicon Valley. After a period of rapid growth from the 1990s to late 2000s, Los Banos experienced a sharp decline in housing demand and development during the Great Recession. However, with the strong and long-lasting economic recovery since 2011, Los Banos has seen resurgent housing demand and interest in new development. The City would like to create new mechanisms to more effectively guide this future development from the very earliest steps to ensure that it benefits the city as a whole.

For properties that lie outside the existing Los Banos city limit, the City Council and Planning Commission retain broad discretion with respect to proposed annexations and planned land uses; the City of Los Banos is now seeking to formalize that discretion through the adoption of new policies and/or ordinances governing annexation. Key issues the City is seeking to address include:

- Achieving a more diverse mix of housing types and affordability levels;
- Mandating the inclusion of neighborhood-serving amenities;
- Providing high quality of life and neighborhood design;
- Ensuring adequate transportation, utility, and other infrastructure/services; and
- Maintaining Los Banos' long-term fiscal health.

As part of this effort, PlaceWorks will work with City staff and elected and appointed officials to ensure that new policies and/or ordinances give the City the level of leverage and control necessary to ensure newly annexed areas are built in a way that meets community expectations and City needs.

## **Corning Municipal Service Review for the City of Corning**

As part of their SB-2 Grant, PlaceWorks was retained to update the City's Municipal Services Review (MSR) to enable annexation of land west of I-5. The area intended for annexation will include the west side of a freeway interchange and include the potential for additional housing. The MSR update is underway and being prepared with the concurrence of the Local Agency Formation Commission (LAFCo). The Draft MSR will be available in March and adoption by LAFCo is anticipated in June/July 2021.

## FEHR & PEERS TRANSPORTATION CONSULTANTS

### Yuba City Travel Demand Model, SB 743 Implementation, and Impact Fee Program for the City of Yuba

Fehr & Peers recently completed an update to the city's model to develop a new 2020 base year condition and a 2040 horizon year. This included collection of traffic counts in fall 2019, base year model validation, new land use forecasts, and cumulative year traffic forecasts. The 2040 model contained substantial growth in the southeast and southwest parts of the City, which had significant consequences on both VMT and roadway capacity requirements. The model also contained a market absorption scenario that is being used as part of an update to the City's impact fee program to determine how impact fees would change. Additionally, this effort included development of VMT impact significance thresholds, screening maps, and an SB 743 Implementation Report.

### Vacaville General Plan Update and SB 743 VMT Guidelines for the City of Vacaville

Fehr & Peers assisted Vacaville with implementing SB 743 through development of VMT guidelines for SB 743. This required modifying the City's travel demand model to estimate VMT consistent with OPR's *Technical Advisory* guidance. The buildout year model included significant new development in the northern and eastern portions of the City as well as various new roadway improvements. Analyses documented in the VMT effects of the City roadway projects as part of the General Plan Update DEIR. Additionally, an SB 743 Implementation Report was prepared. This work involved considerable levels of public hearing participation and coordination with the development community.

## F: REFERENCES

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# EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## **Insurance Requirements for Most Contracts** **(Not construction or requiring professional liability)**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

### **Other Insurance Provisions:**

- (a) **Additional Named Insured Status**  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.











# PSA\_PlaceWorks-AP\_SentForSignature

Final Audit Report

2021-05-20

Created:	2021-05-10
By:	Kari Chadwick (kchadwick@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkkFDaTEzv9wbURB8_pFvgDm8qxJ4uHau

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-  Document created by Kari Chadwick (kchadwick@lodi.gov)  
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-  Email viewed by Keith McCann (kmccann@placeworks.com)  
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-  Document signing delegated to Kara Kosel (kkosel@placeworks.com) by Keith McCann (kmccann@placeworks.com)  
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-  Document e-signed by Kara Kosel (kkosel@placeworks.com)  
Signature Date: 2021-05-20 - 0:28:00 AM GMT - Time Source: server- IP address: 108.184.80.135
-  Agreement completed.  
2021-05-20 - 0:28:00 AM GMT