

EXHIBIT A
TECHNICAL SCOPE OF SERVICES
Clearlake Airport Commercial Center EIR
January 11, 2024

SCOPE OF WORK

Price Consulting Services (“Consultant”) proposes to prepare a project-level Environmental Impact Report (EIR) that will provide a comprehensive analysis of the anticipated environmental effects associated with the proposed Clearlake Airport Commercial Center project. A project-specific EIR will enable the City to develop the site without further environmental analysis, provided future development substantially conforms with the proposed project in the EIR analysis and will not lead to additional impacts not evaluated in the EIR. Analysis in the EIR will include assessment of the individual and cumulative environmental effects of the project. The EIR will also tier off the City of Clearlake 2040 General Plan which identified the project site for a large commercial center. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the City’s Environmental Guidelines.

Consultant will review and rely on existing information for the proposed project to the greatest extent feasible, including background information prepared for the 2015 Clearlake Airport Commercial Center EIR, the 2009 Clearlake Airport Redevelopment Project, the State Route 53 Corridor Local Circulation Study, the Airport Hotel and 18th Avenue Extension Project, the Geotechnical Engineering Investigation of the site prepared by Moore Twining Associates, Inc. dated February 22, 2008, the Phase 1 Environmental Site Assessment prepared by Krazan & Associates, Inc. dated May 23, 2007, and the Limited Phase II Subsurface Investigation prepared by AEI Consultants dated April 26, 2018. In addition, Consultant will use other technical information prepared for the project site, which is anticipated to include drainage and grading plans, a Master Drainage Report, a Water Demand Analysis, and a Sewage Infrastructure Analysis, all prepared by California Engineering Company, Inc.

Consultant will subcontract with the following firms for the preparation of technical studies to be used in the Clearlake Airport Commercial Center Expansion EIR:

- Greg Matuzak – Biological Resources Inventory and Arborist Report
- Dr. Greg White – Cultural and Tribal Resources Investigation Report
- Paul Bollard – Acoustical Analysis
- W-Trans – Transportation Study

Task 1: Project Initiation

Gary Price and Jessica Hankins will attend a kick-off meeting with the City of Clearlake to coordinate and confirm assumptions regarding the proposed project and scope of the EIR and to refine the scope of work for the EIR, as needed. Consultant will obtain and review available data

for the project area, including any technical studies prepared to date, as well as policies from the City of Clearlake and other agencies that may affect the proposed project. The Consultant team will review the project schedule and milestones, and will identify the role that each will play during the effort. During this meeting, Consultant will also work with City staff to identify the cumulative projects to be considered in the EIR, and the prospective description of project alternatives.

Deliverables

- *Attendance at one (1) Project Initiation Meeting, as well as a site visit by lead planners.*
- *Refined Scope of Work, schedule, & budget, if needed.*

Task 2: Develop Project Description

City staff and the project architect will develop the project background, project description, and project plans so they can be used by Consultant in coordination with the City and project architect to write an EIR project description. The project description will be completed prior to subsequent steps, including preparation of an Initial Study and Notice of Preparation and the start of technical studies. Consultant will rely on the information provided by the City and project architect to prepare a summary of the characteristics of the proposed project. The Project Description will detail the project location, background, and history of the project (including past ownership and land uses), intended uses, discretionary actions, characteristics, important project features, goals and objectives, phasing, agreements, permits and approvals that are required for the project based on available information, and a list of responsible agencies that are anticipated to rely on the EIR for decision making. This section will include a summary of the regional and local environmental setting for the Clearlake Airport Commercial Center project as well as a description of on and off-site infrastructure necessary to serve the project. The project description will also include a regional and project location map as well as project application maps. The draft project description will be submitted to the City for review and comment.

Following the development of the draft project description, the City will hold an initial public outreach meeting to solicit input on the project. This meeting will be organized and led by the project architect, with Consultant attending in support of the project team. Consultant will also assist the City with preparing the public notice. The City will notice this meeting to the general public and any applicable stakeholders, and Consultant will assist the City with identifying stakeholders to invite to the meeting. Consultant will attend up to three (3) meetings with stakeholders, including the initial public meeting and two additional follow-up meetings with specific stakeholder groups.

Deliverables

- *One (1) electronic copy of the Draft Project Description for the environmental document to the City for review.*
- *One (1) electronic copy of the Final Project Description to the City.*
- *One (1) public notice for City publication to the initial public outreach meeting.*
- *Attendance at three (3) stakeholder meetings to solicit project input.*

Task 3: Prepare Initial Study & Notice of Preparation

Consultant will prepare a Draft Initial Study for the proposed Clearlake Airport Commercial Center project to focus the content of the EIR on those technical issues that may have significant impacts. Consultant anticipates that the environmental issues to be dismissed in the Initial Study may include, but not be limited to Agriculture and Forestry Resources, Energy, Mineral Resources, Population and Housing, Recreation, Utilities, and Wildfire. City staff will review the Draft Initial Study and prepare the Final Initial Study for routing to the public with the Notice of Preparation. City staff will provide all public notification for the IS and NOP.

Consultant will prepare an Administrative Draft NOP for the Clearlake Airport Commercial Center project for review by City staff. The NOP will be finalized based upon City comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project.

Consultant will submit one digital copy of the finalized NOP to City staff. Consultant anticipates that the City will publish, post, and distribute the NOP; however, Consultant will be available to assist the City as necessary upon request, including submitting the NOP and Notice of Completion to the State Clearinghouse electronically via CEQA Submit.

During the 30-day NOP public review period, Consultant will attend one (1) public scoping meeting to solicit the public's input on the content of the EIR. Consultant will work with City of Clearlake staff and the project architect to determine the anticipated format, schedule the meeting, and to confirm project objectives for the public scoping meeting. Consultant will be available to assist the City in any way necessary, including conducting the workshop.

Based on discussions with City staff, Consultant anticipates that the NOP scoping meeting will be conducted in an open house format in order for the community to gain an understanding of the various aspects of the project and to solicit public comments. Written comment forms will be provided, and these comments will become part of the administrative record. At the conclusion of the NOP comment period, Consultant will review the comments received and consult with the City to determine if the scope of services for the EIR needs to be amended based upon public comments. The project architect will also work with the community and the City after this workshop to create a unique name for the project during the initial scoping meeting.

Deliverables

- *One (1) electronic copy of the NOP and Final Initial Study to City staff.*
- *Submittal of the NOP, NOC, and Initial Study to the State Clearinghouse.*
- *Attendance at one (1) public scoping meeting during NOP public review period.*

Task 4: Prepare Administrative Draft EIR

Consultant will prepare the Administrative Draft EIR in accordance with CEQA. The Administrative Draft EIR will include all statutory sections required by CEQA Section 15120-15132, including an executive summary, introduction and project description, setting, assessment of environmental impacts, identification of required mitigation measures for each of the

environmental issues, and a complete list of the authors responsible for the environmental analysis. The EIR will also conform to the City of Clearlake's preferred format.

Consultant proposes to prepare an EIR that will provide a project-level analysis to evaluate the potential environmental effects associated with build-out of the Clearlake Airport Commercial Center. The main purpose of the EIR will be to provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project. The report will be accurate and free of jargon so that the information it contains is readable and easy to use by the decision-makers as well as the public. Comments on the Notice of Preparation will be reviewed and incorporated, as appropriate. The Administrative Draft EIR will be reviewed with City staff for adequacy and accuracy.

Consultant proposes to include the following chapters in the Clearlake Airport Commercial Center EIR:

4(a) Introduction & Executive Summary

The introduction will cite the provisions of CEQA and the City of Clearlake's Environmental Guidelines to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

4(b) Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project will focus on the following areas: Aesthetics, Air Quality and Greenhouse Gas Emissions, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use & Planning, Noise, Public Services and Utilities, Transportation and Circulation, Growth Inducing Impacts, Cumulative Impacts, and any Significant Unavoidable Impacts. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Information will be drawn from the City of Clearlake General Plan and the General Plan EIR, technical information prepared to date for the project, and any other information pertinent to the project area. In addition to these documents, Consultant will also review the technical studies prepared by Greg Matuzak, Dr. Greg White, Paul Bollard, and W-Trans for biological resources, cultural and tribal resources, noise, traffic, and vehicle miles traveled analysis, respectively. Consistent with CEQA and the requirements of the City of Clearlake, each environmental chapter will include an introduction, technical approach,

environmental setting, regulatory setting, standards of significance, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, significant impacts, and effects found not to be significant.

Consultant proposes to include the following chapters in the EIR document:

1) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. The chapter will describe project-specific aesthetics issues regarding buildout of the expansion area such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the Study Area, signage, and light and glare. The chapter will also evaluate how the proposed project will impact the neighborhood's visual character.

2) Air Quality & Greenhouse Gas Emissions

The air quality analysis for the proposed project will be performed by Ms. Hankins utilizing the California Air Resources Board's CalEEMod software modeling program and following the Lake County Air Quality Management District (LCAQMD) and Bay Area Air Quality Management District (BAAQMD) guidelines per recent LCAQMD guidance on other similar projects. Consultant will utilize the traffic data to be provided by W-Trans to obtain vehicle trip generation data. Consultant will rely on the City's Public Works Department for information regarding construction timelines, phasing, and equipment. The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, and PM10), carbon monoxide concentrations from vehicular travel, and health risks from toxic air contaminants (TACs) emissions. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. The significance of air quality impacts will be determined in comparison to City of Clearlake and LCAQMD-recommended significance thresholds. LCAQMD-recommended mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Greenhouse Gas Emissions

Consultant will work closely with the City and LCAQMD throughout preparation of the GHG section and will follow the City's recommended guidance. Consultant will utilize CalEEMod to produce an estimate of GHG emissions for the project, including indirect emissions (e.g., electricity, natural gas). Emissions will be expressed in units of carbon dioxide equivalents. Consultant will discuss emissions in comparison to LCAQMD-recommended thresholds and California current inventory to determine the level of significance. In addition, the GHG section will include a discussion of potential

energy impacts due to the project and any proposed energy efficiency measures, including but not limited to measures outlined in CEQA Guidelines Section 15126.4(c).

3) Biological Resources

The Biological Resources chapter will include a description of the potential effects to plant communities, wildlife, and wetlands including adverse effects on rare, endangered, candidate, sensitive, and special-status species from build-out of the Expansion project. This chapter will include mitigation measures to reduce any impacts to biological resources as feasible. It is assumed that no wetland delineation will be necessary for the project. Please see Appendix A for a complete scope of work related to biological resources.

4) Cultural & Tribal Resources

The Cultural & Tribal Resources chapter of the EIR will summarize the site setting with regard to prehistoric and historic resources and will evaluate impacts of the project with regard to these resources from proposed site development. This chapter will be based on a cultural resources inventory prepared by Dr. Greg White (see Appendix B for a complete scope of work related cultural and Tribal resources). Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results into the EIR analysis. The chapter will include analysis of the existing setting, identification of thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies. Tribal consultation in excess of what is assumed in this scope of work can be performed for an additional fee. However, Consultant recognizes that the City has their own Tribal consultant to address extraordinary consultation.

5) Geology & Soils

The Geology & Soils chapter of the EIR will summarize the setting and describe the potential effects from soil erosion, earthquakes, liquefaction, and expansive soils, as well as identify any unique geological features within the project area. Consultant will rely on information from the Drainage Study and Preliminary Geotechnical Report for the analysis. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results into the EIR analysis. Consultant will incorporate specific construction-related measures to address the site's soil characteristics.

6) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter will summarize the site setting with regard to existing hazardous materials that may be released or encountered during construction, or that may affect users of the site during project operations. The analysis will include a discussion of the project's potential impacts to workers and nearby sensitive receptors during construction and

operation. Consultant will utilize the Phase 1 and Phase 2 investigations previously prepared for the site as well as County Environmental Health Department records.

7) Hydrology & Water Quality

This chapter will summarize setting information and identify potential impacts on irrigation drainage, storm water drainage, flooding, groundwater, seepage, and water quality. The analysis will include the proposed project's impacts to existing drainage systems, including storm drains, the detention pond, and ultimate discharge to the Cache Creek Channel/Clearlake system. Consultant will rely on information to be provided by the City of Clearlake General Plan and General Plan EIR for analysis, as well as the Master Drainage Study prepared for the project. In addition, Consultant will coordinate with the City Engineer to ensure that all hydrology and water quality related concerns have been adequately addressed. The chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

8) Land Use & Planning

The Land Use & Planning chapter will evaluate the consistency of the proposed project with the City of Clearlake's adopted plans and policies, including the existing General Plan scenario. The chapter will address the project's compatibility with surrounding land uses, both existing and proposed, and will evaluate the consistency of the proposed Planned Development zone change with the General Plan.

9) Noise

The noise chapter of the EIR will be based on a technical report, to be prepared by Paul Bollard under contract with Consultant (please see Appendix C for a complete scope). Paul Bollard's analysis will include an evaluation of the existing noise environment, prediction of project-generated noise levels, and development of noise control mitigation measures, as appropriate. Paul Bollard will identify existing noise and vibration level standards contained in the existing and draft General Plan Noise Elements, City of Clearlake Municipal Code, and any germane County, State, and Federal standards. Existing ambient noise levels will be quantified for the project site and nearby sensitive receptors through short-term and continuous noise-level measurements and application of accepted noise prediction methodologies. Project-generated noise and vibration levels due to the proposed project will be predicted based on noise level measurements of similar equipment and operations at similar uses, use of existing noise level data, and application of accepted noise prediction methodology. The analysis of project-generated noise impacts will include short-term construction noise and long-term operational noise sources associated with new loading docks, new mechanical equipment, increased trucking activities, and increased traffic. Paul Bollard will prepare a written report, summarizing their findings and methodology with recommendation for

appropriate and practical mitigation measures, as needed. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the noise chapter of the EIR. The chapter will include analysis of the existing setting, identification of thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

10) Public Services & Utilities

The Public Services chapter will summarize setting information and identify potential new demand for services, including water, sewer, energy, fire, police, and schools. Consultant will rely on information from the City of Clearlake General Plan and General Plan EIR and will consult with the appropriate City and other agencies to address public services and utilities and obtain the most up to date information. Consultant will also use the Master Drainage Report, Water Demand Analysis, and Sewage Infrastructure Analysis prepared for the project, recent Municipal Service Reviews, and equivalent dwelling unit calculations for the project to evaluate the proposed use against existing and planned capacity.

11) Transportation and Vehicle Miles Traveled (VMT)

The Transportation & Circulation chapter will be based on a Transportation Study prepared by W-Trans under contract with Consultant (please see Appendix D for a complete scope). After reviewing conducting a site visit to observe existing traffic conditions, taking new traffic counts, and assisting with refinement of the project description, W-Trans will prepare a Transportation Study that will evaluate traffic operations, build-out volumes, and project trips, as well as address all Appendix G CEQA questions related to transportation. The VMT Regional Baseline Study prepared for the Lake Area Planning Council shows the site as “low VMT.” Based on that information, W-Trans expects that the project’s impacts related to VMT will be less than significant; as such, the VMT discussion in the Transportation Study will be based on that document and a detailed VMT analysis will not be prepared. If the applicable transportation agencies require a VMT analysis, W-Trans can prepare that for an additional fee. W-Trans will collect new traffic counts necessary for the project, estimate the project’s trip generation, and will describe the baseline environmental setting relating to transportation conditions. Consultant will internally review the updated Traffic Study to ensure that all CEQA issues have been adequately and accurately addressed. The scope of work and assumptions of the Traffic Impact Study will be coordinated for review by the W-Trans/Staff/Consultant Team to assure Caltrans has provided initial review and approval prior to proceeding with preparing the Traffic Study.

4(c) Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize any applicable potentially significant, significant unavoidable, significant irreversible, growth-

inducing, and cumulative impacts. The chapter will summarize the cumulative impacts that will be contained in each technical section and will be qualitative in nature. It will also cite and tier off pertinent sections of the City's 2040 General Plan and General Plan EIR.

4(d) Alternatives Analysis

The EIR will include an Alternatives analysis. The alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Any additional alternatives shall be developed in consultation with the City staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the three alternatives will also be included.

Deliverables

- *One (1) electronic copy of the Administrative Draft EIR to the City for review.*

Task 5: Prepare Screencheck Draft and Draft EIR

After City staff has reviewed the Administrative Draft EIR, Consultant will attend one working meeting with the City staff as necessary to discuss City comments on the Administrative Draft EIR. Consultant will also be available for conference calls, as needed, to discuss City edits. Consultant will respond to one consolidated set of City comments on the Administrative Draft EIR and incorporate City comments in the form of a Screencheck Draft EIR. If desired, Consultant will provide the comments in a "strike-through/underline" format to assist with the final check of the document.

Consultant will respond to additional comments from the City on the Screencheck Draft EIR (anticipated to only require editorial or other "non-substantive" changes not resulting in additional analysis not outlined in this scope of work) and will prepare the document for the required 45-day public review period. Consultant will assist the City in distributing the Draft EIR in accordance with CEQA requirements, including preparation of the Notice of Availability (NOA) of the Draft EIR for the City to publish and post in accordance with CEQA. Consultant will prepare the Notice of Completion and submit the Draft EIR to the State Clearinghouse. The City will be responsible for noticing and distributing the Draft EIR in accordance with State requirements.

Consultant will attend one (1) public hearing during the 45-day public review period to receive comments on the Draft EIR. Additional public hearings could easily be accommodated and would be billed on a time and materials basis. In addition, if necessary, Consultant will provide a court reporter and written comment forms to gather public comments at the hearing.

Deliverables

- *One (1) meeting with City staff to discuss comments on Administrative Draft EIR.*
- *One (1) electronic copy of the Screencheck Draft EIR to the City for review.*
- *One (1) electronic copy of the Draft EIR to the City for printing and distribution at public counters.*
- *Coordinated Notice of Availability preparation with City staff.*
- *Coordinated Notice of Completion preparation and submittal of NOC and Draft EIR with staff to State Clearinghouse via CEQA Submit.*
- *Attendance / Facilitation at one (1) public hearing to solicit comments on the Draft EIR.*

Task 6: Prepare Administrative Final EIR

After the public comment period for the Draft EIR has closed, Consultant will meet with City staff to review all comments received and determine the appropriate written responses to the comments on the Draft EIR received during the public review period. These comments and responses will be compiled into an Administrative Final EIR for review by the City of Clearlake. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. Consultant does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Consultant assumes that the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. Should more time be needed to respond to additional comment letters, Consultant will initiate discussions immediately with City staff to conduct this extra work. The Administrative Final EIR will consist of comments on the Draft EIR and responses to all comments on the Draft EIR. Changes in the Draft EIR text necessitated by the comments will also be provided and summarized on an errata sheet.

Deliverables

- *One (1) meeting with City staff to review comments received and discuss approach.*
- *One (1) electronic copy of the Administrative Final EIR, including MMRP, to the City.*

Task 7: Prepare Mitigation Monitoring and Reporting Program (MMRP)

To comply with Public Resources Code Section 21081.6, Consultant will prepare a summary mitigation monitoring and reporting program (MMRP) for adoption by the City of Clearlake. The summary will include policies and actions identified in the EIR, including methods of implementation. The MMRP will be provided to the City with the Administrative Final EIR, thereby, allowing the City to provide comments, which would subsequently be incorporated into the MMRP in the Final EIR.

Deliverables

- *One (1) electronic copy of the MMRP to the City with the Administrative Final EIR for review.*

Task 8: Prepare Screencheck and Final EIR

Consultant will meet with the City of Clearlake and the project team to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Consultant

will revise the Administrative Final EIR document and submit a Screencheck Final EIR to the City prior to printing. The City will be responsible for noticing the hearings and distributing the Final EIR to agencies and persons making comments by Consultant in accordance with State requirements, at least ten days prior to the EIR certification hearings.

Deliverables

- *One (1) meeting with City staff to discuss revisions to Administrative Final EIR (anticipated to be a conference call).*
- *One (1) electronic copy of the Screencheck Final EIR to the City for review.*
- *One (1) electronic copy of the Final EIR to the City for printing and distribution at public counters.*

Task 9: Prepare Findings of Fact, Statement of Overriding Considerations, and Notice of Determination (Optional)

Consultant will prepare the FOF/SOC pursuant to CEQA, and will incorporate information regarding the project's environmental impacts disclosed in the EIR. In addition, the FOF/SOC will provide the appropriate language to dismiss the project alternatives not selected. Consultant will also provide proposed language on the overriding considerations, if necessary, which describes the benefits of the project that would outweigh any adverse environmental effects, if any. Consultant anticipates submitting the FOF/SOC in conjunction with the Administrative Final EIR. Consultant further anticipates that the City Attorney would review and provide feedback on the adequacy of the FOF/SOC.

Deliverables

- *One (1) electronic copy of the administrative draft FOF/SOC to the City with the Administrative Final EIR.*
- *One (1) electronic copy of the Notice of Determination to the City.*

Task 10: Project Management, Meetings, and Hearings

Mr. Gary Price, Principal of Price Consulting Services, will serve as the EIR Project Manager and will be responsible for coordination with City staff, technical subconsultants, and oversight of and guidance on the EIR process. Jessica Hankins, AICP and Principal of Yuba Planning Group, will serve as the EIR Project Administrator and will be responsible for handling the day-to-day activities of the EIR preparation. Mr. Price and Ms. Hankins will be assisted throughout the environmental process by support staff and subcontractors. Consultant anticipates regular phone and e-mail communications with City staff, project stakeholders, and pertinent County, State, and local agencies throughout the processing and preparation of the EIR.

Consultant will assist the City as needed throughout the processing of the EIR. In addition to the meetings and hearings outlined in the above tasks, Consultant will be available to attend three (3) in-person progress meetings with City staff as well as regular (weekly or bi-weekly) phone/conference calls and e-mail communication. In addition, Consultant will attend up to six (6) public meetings, including three (3) public outreach meetings at the onset of the project, one (1) NOP scoping meeting, one (1) Planning Commission Hearing, and one (1) City Council for

adoption of the Final EIR. Additional meetings and hearings could easily be accommodated and would be billed on a time and materials basis. Consultant will assist City staff as needed for the hearings, including preparing presentation materials, making presentations, and answering questions and responding to comments.

Deliverables

- *Coordination, assistance, and project management throughout the process, including responding to inquiries from City and agency staff, the project team, community stakeholders, and the public.*
- *Attendance at up to three (3) progress meetings with City staff.*
- *Attendance at up to six (6) public meetings.*
- *Regular in-person, Zoom/phone, and e-mail communication with City staff throughout the environmental review process.*

SCHEDULE

Consultant understands that the City of Clearlake desires an expedited EIR schedule. The typical processing timeline for an EIR ranges between 9 to 18 months, depending upon the number and type of key issue areas as well as the level of controversy associated with the proposed project due to the number of comments on the Draft EIR. Consultant will work closely with the City of Clearlake, California Engineering, and the project architect, to expedite the EIR process to meet the City's timeframe. Factors that could expedite the schedule include receipt of comments on the traffic study scope from Caltrans, completion of the traffic study, shortened review timeframes, and identifying key issue areas early in the process to minimize public comments on the Draft EIR. The following schedule has been expedited based on conversations with City staff and can be modified to meet the needs of the City of Clearlake.

**Tentative Schedule
CLEARLAKE AIRPORT COMMERCIAL CENTER EIR**

MILESTONES & CRITICAL PATH	EXPEDITED TIMELINE	ANTICIPATED DATE
Notice To Proceed (NTP)	Upon Contract Approval	January 18, 2024
Project Initiation Meeting	One (1) week from NTP	Week of January 22, 2024
Draft newspaper notice for initial public outreach meeting to City	Two (2) weeks from NTP	February 5, 2024
Receipt of draft numbers for project infrastructure from engineer	Three (3) weeks from NTP	February 9, 2024
Receipt of draft project plans and data from architect	Four (4) weeks from NTP	February 13, 2024
Initial public outreach meeting	Five (5) weeks from NTP	February 21, 2024
Finalize/refine project description elements and project name based on public input (project team)	One (1) week	February 28, 2024
Receipt of engineering reports and revised plans from project architect	Two (2) weeks	March 15, 2024
Develop Project Description and submit to City for review, begin drafting Initial Study	One (1) week	March 22, 2024
Receipt of City approval of Project Description	One (1) week	March 29, 2024
Receipt of more detailed plans from project architect	Ten (10) weeks from initial outreach meeting	May 1, 2024
Submit NOP and Draft Initial Study to the City for review	One (1) week	May 8, 2024
Receipt of City comments on NOP and Initial Study	One (1) week	May 15, 2024
Submit Final NOP and Initial Study to the Lead Agency	Two (2) days	May 17, 2024
NOP and Initial Study Public Review Period (30 days)	Thirty (30) days	May 17 – June 17, 2024
NOP Public Scoping Meeting	Within 30-day Review Period	TBD in May 2024
Receipt of all technical studies and final plans from project architect (assuming Caltrans' input on assumptions for TIS has been received)	Ninety (90) days from final project description	June 28, 2024
Submit Administrative Draft EIR to City for Review	Six (6) weeks from receipt of all technical studies	August 9, 2024
Receipt of City Comments on Administrative Draft EIR	Two (2) weeks	August 23, 2024
Submit Screencheck Draft EIR to City for Review	Two (2) weeks	September 6, 2024
Receipt of City Comments on Screencheck Draft EIR	One (1) week	September 13, 2024
Public Review Period of Draft EIR (45 Days)	Forty-five (45) days	September 18 – November 1, 2024
Submit Administrative Final EIR and FOF/SOC to City for Review	Four (4) weeks	November 28, 2024
Receipt of City comments on Administrative Final EIR	Two (2) weeks	December 12, 2024
Submit Screencheck Final EIR to City for Review	One (1) week	December 19, 2024
Receipt of City comments on Screencheck Final EIR	One (1) week	December 26, 2024
Public Review Period of Final EIR (10 Days)	Ten (10) days	January 2 – January 12, 2025
City Council Hearing(s)	To Be Determined	TBD in January 2025

**The above schedule is based upon multiple factors beyond Consultant's control, including coordination with the project architect, project engineer, and City staff. Additional areas outside the Consultant's control include the traffic consultant's coordination with Caltrans.*

BUDGET

The cost for completion of the Clearlake Airport Commercial Center EIR is anticipated not to exceed \$277,686. The cost for completion of the Clearlake Airport Commercial Center EIR, including the contingency and optional tasks, is anticipated not to exceed \$322,139. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the charts on the following page. Costs for the EIR preparation will be billed on a not-to-exceed basis following Consultant standard billing rates included in the attached spreadsheet, with the exception that if time needed for additional technical work to complete the project exceeds the budget below, Consultant may require the use of the contingency budget or an amended contract.

PROPOSED COST ESTIMATE					
CLEARLAKE AIRPORT COMMERCIAL CENTER EIR					
		Price Consulting Services with assistance from Yub Planning	Editor	Cost Per Subtask	Cost Per Task
Task 1	Project Initiation	12		\$ 1,680	\$ 1,680
Task 2	Develop Project Description	80		\$ 11,200	\$ 11,200
Task 3	Prepare Initial Study & Notice of Preparation	82		\$ 11,480	\$ 11,480
Task 4	Prepare Administrative Draft EIR	40	60	\$ 9,200	\$ 78,640
Technical Sections					
4a	Introduction & Executive Summary	14		\$ 1,960	
4b	Environmental Setting, Impacts, & Mitigation				
1	Aesthetics	30		\$ 4,200	
2	Air Quality and Greenhouse Gas Emissions	40		\$ 5,600	
	<i>AQ/GHG Technical Analysis & Modeling</i>	24		\$ 3,360	
3	Biological Resources	36		\$ 5,040	
4	Cultural and Tribal Resources	38		\$ 5,320	
5	Geology & Soils	28		\$ 3,920	
6	Hazards and Hazardous Materials	32		\$ 4,480	
7	Hydrology & Water Quality	40		\$ 5,600	
8	Land Use & Planning	28		\$ 3,920	
9	Noise	38		\$ 5,320	
10	Public Services and Utilities	40		\$ 5,600	
11	Transportation & Circulation	40		\$ 5,600	
Other Sections					
4c	Statutorily Required Sections	20		\$ 2,800	
4d	Alternatives Analysis	48		\$ 6,720	
Task 5	Prepare Screencheck and Draft EIR	40	40	\$ 8,000	\$ 8,000
Task 6	Prepare Administrative FEIR	108	24	\$ 16,560	\$ 16,560
Task 7	Prepare MMRP	18		\$ 2,520	\$ 2,520
Task 8	Prepare Screencheck and FEIR	40	24	\$ 7,040	\$ 7,040
Task 10	Project Management and Meetings	260	4	\$ 36,640	\$ 36,640
	Total Hours	1176	152		
	Hourly Rate	\$ 140	\$ 60		
	Total EIR Labor	\$ 164,640	\$ 9,120	\$ 173,760	\$ 173,760
	Sub-Consultant/Expenses				\$ 103,926
	Misc (Travel/fax/phone)			\$ 2,000	
	Subconsultant - Noise			\$ 15,000	
	Subconsultant - Biologist			\$ 9,000	
	Subconsultant - Cultural Resources			\$ 12,981	
	Subconsultant - Transportation & Circulation			\$ 54,850	
	10% Administrative Fee for Subconsultants			\$ 10,095	
Total Budget				\$ 277,686	\$ 277,686
Optional Tasks					\$ 44,453
Task 9	Prepare Findings of Fact and Statement of Overriding Considerations	20		\$ 2,800	
	15% Contingency			\$ 41,653	
Total Budget with Optional Tasks					\$ 322,139

ASSUMPTIONS

The following assumptions are used in this scope of work:

- Consultant will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Consultant assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Consultant costs are based on the assumption that the existing data and information for the City of Clearlake and the proposed project areas is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft EIRs, Screencheck Final EIRs, and Mitigation Monitoring and Reporting Program have been assumed. Consultant expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- There is no budget assumed for hardcopies of environmental documents. It is assumed that the City will print hardcopies from electronic versions of the document as needed for distribution at the public library, City planning counter, and other locations.
- Consultant assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Consultant would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include attendance at additional public meetings; printing of copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Consultant would propose to renegotiate these items, if required, or charge on a time-and-materials basis.
- City staff will assist in preparing and posting notices, circulating documents with the State Clearinghouse and with others as needed. All costs associated with public noticing and circulation shall be incurred by the City.
- Tribal consultation in excess of what is assumed in this scope of work can be performed for an additional fee. However, Consultant recognizes that the City has their own Tribal consultant to address extraordinary consultation.
- Completion of optional tasks, including the contingency, is subject to prior written approval from the City of Clearlake.

Appendix A
Biological Resources

From: Greg Matuzak, Principal Biologist
Greg Matuzak Environmental Consulting LLC
P.O. Box 2016
Nevada City, CA 95959
Phone: (530) 557-5077
Email: gmatuzak@gmail.com

To: Gary Price, Principal Planner
Price Consulting Services
Nevada City, CA 95959
Phone: (530) 272-6434
Email: Gary@plannerprice.com

Date: December 19, 2023

Re: Development of a Biological Resources Assessment and Tree Inventory/Arborist Report for the Clear Lake Airport Commercial Project and EIR in Clear Lake, CA

This proposal assumes that a Biological Resources Assessment Technical Report will need to be developed for submission to the City of Clear Lake as part of the CEQA document development and approval for the proposed Clear Lake Airport Commercial Project (approximately 40 acres in size and located on the west side of Highway 53 within the southern area of the City of Clear Lake). This proposal covers the potential full development of the approximately 40 acres comprising the Project area and it assumes that the proposed Project will require an Environmental Impact Report (EIR) as part of the required CEQA compliance for the development of the Project area and proposed development within the Project area. Therefore, a task with some time to address any public comments on the EIR with regards to biological resources is included in this proposal.

Below is an outline of the three (3) tasks that were requested to be included as part of this proposal by Gary Price, Principal Planner with Price Consulting Services. The Clear Lake Conceptual Plan was reviewed as part of the Project understanding outlined within this proposal.

TASK 1 – DEVELOP BIOLOGICAL RESOURCES ASSESSMENT REPORT

For biological resources, Mr. Matuzak will conduct an initial review of any existing information related to biological resources located within or directly adjacent the Project area, including previous reporting for biological resources assessment and arborist reports within the Project area. As part of the initial background review, Mr. Matuzak will conduct a search of the U.S. Fish and Wildlife Service's (USFWS) Information, Planning, and Consultation System (IPaC), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), and California

Native Plant Society's (CNPS) inventory of rare and endangered plants for the Project site and up to a 3-mile buffer. The database searches are intended to identify previously recorded special-status species within and adjacent to the Project site (up to a 3-mile buffer) and to identify other sensitive biological resources that may occur within the Project site. The results of these searches will be included within the development of the Biological Resources Assessment Technical Report and will be field verified as part of a site visit and reconnaissance-level biological resources survey of the Project area discussed below.

Therefore, as part of this task, Mr. Matuzak will conduct a reconnaissance-level survey of the entire Project area (assumed to be up to 40 acres) to confirm habitat types and the potential for special status species that occur or may occur within the Project site. Mr. Matuzak will photo document the Project site and verify any sensitive habitats and special-status species observed during the surveys within the Project site, including any aquatic habitats such as streams and ponds. Mr. Matuzak assumes no protocol-level surveys for any state or federally listed species or a formal delineation of "waters of the U.S.," including wetlands, will be required for the development of a Biological Resources Assessment Technical Report and therefore, protocol-level surveys and a formal U.S. Army Corps of Engineers delineation of "waters of the U.S.," including wetlands, is not included in this proposal.

Mr. Matuzak will develop the Biological Resources Assessment Technical Report to meet the requirements of the City of Clear Lake and for the CEQA documentation that will be developed for the Project. The Biological Resources Assessment Technical Report will outline the results of the background database searches and field survey results as well as identify any sensitive habitats that occur within the Project site and any special-status species that have a potential to occur within the Project site. Recommended measures will be included in the Biological Resources Assessment Technical Report to avoid and minimize potential impacts to sensitive biological resources, if they occur within the Project site.

TASK 2 – DEVELOP TREE INVENTORY AND ARBORIST REPORT

Mr. Matuzak will conduct a tree inventory survey of the entire Project area (approximately 40 acres) to confirm the number, species, diameter at breast height (DBH), height, and overall health of each tree identified within the Project area. Each tree will be mapped using GPS in the field and included on a map of the Project area. Each tree will be given an identification number and a table will be developed that includes each tree, the identification number of each tree, and the information collected for each tree within the tree inventory survey area.

Mr. Matuzak will develop an Arborist Report to meet the requirements of the City of Clear Lake for the planned development of the Project area. The Arborist Report

will outline the results of the tree inventory survey and will include recommendations regarding the removal of any trees, including dead or hazard trees. Management recommendations for trees to be removed, transplanted, or remain within the Project area will be developed to meet the requirements of the City of Clear Lake General Plan and Land Use and Development Code.

TASK 3 – DEVELOP RESPONSE TO COMMENTS ON THE EIR FOR BIOLOGICAL RESOURCES

Mr. Matuzak will develop responses to public comments on the EIR as they relate to biological resources and the two technical reports outlined above in Task 1 and Task 2 that Greg Matuzak Environmental Consulting LLC will develop if selected as the biological resources consultant for the Project. This task includes up to fifteen (15) hours to develop responses to comments from the public, including any resource agencies, on the EIR.

Table 1: Biological Resources Assessment and Tree Inventory/Arborist Reports

Task	Estimated Fee
Task 1 – Develop Biological Resources Assessment Report	
Task 1: Review existing data for the Project site and conduct field surveys of the Project area. Develop Report for the Project	\$4,600
Task 2 – Develop Tree Inventory and Arborist Report	
Task 2: Review existing data for the Project site and conduct a tree survey of the project area. Develop Report for the Project	\$2,900
Task 3 – Response to Public Comments on the Project EIR	
Task 3: Review public comments on the Project EIR and develop Responses to those comments as they relate to biological resources.	\$1,500
Total	\$9,000

I can be reached via the phone number or email at the top of this proposal if you have any questions or comments on this proposal. You can sign and date the proposal below as an approval of the tasks outlined within this proposal as well as the estimated budget outlined in Table 1 above. Otherwise, I am happy to sign a contract with you and the City of Clear Lake to implement the tasks associated with this proposal.

Regards,

A handwritten signature in blue ink, appearing to read "Greg Matuzak", is shown on a light-colored background. The signature is fluid and cursive.

Greg Matuzak, Principal Biologist
Greg Matuzak Environmental Consulting LLC

By signing this proposal, _____ authorizes
Greg Matuzak to proceed with the services herein described.

Date

Signature

Appendix B
Cultural and Tribal Resources Scope of Work

PROFESSIONAL SERVICES AGREEMENT

Client: City of Clearlake
Contact: Alan Flora, City Manager
City of Clearlake, 14050 Olympic Drive, Clearlake, CA 95422
(707) 994-8201 Ext. 341; aflora@clearlake.ca.us

Consultant: Sub-Terra Heritage Resource Investigations (STH)
3153 Chico Ave., Chico, CA 95928
Contact: Greg White, (530) 513-1943; gwhite@sub-terraheritage.com

Project Name: Cultural Resource Investigation of the Proposed Airport Commercial Center Project, City of Clearlake, Lake County, California.

Terms: In accordance with **Attachment A.**

Scope: In accordance with **Attachment B.**

Schedule: In accordance with **Attachment C.**

Personnel: In accordance with **Attachment D.**

Insurance: In accordance with **Attachment E.**

Cost Proposal: In accordance with **Attachment F.**

Project Location: In accordance with **Attachment G.**

Performance Period: Services to commence on receipt of a signed contract, digital or hard copy.

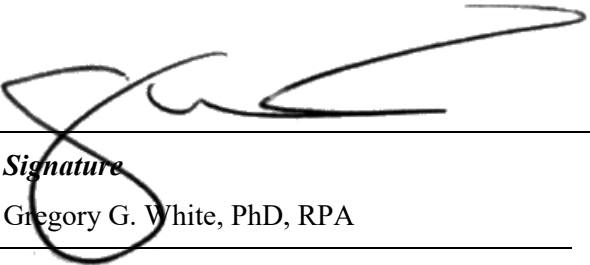
Client to Provide: Client will notify affected property owners that STH has the right to enter to fulfill the scope of services. Client will provide copies of engineering plans relevant to the Project.

Acceptance: All parties hereto represent that they have full right, power, and authority to execute this Agreement. A faxed or digital signature is considered equal to an original signature.

Authorizations: *The foregoing is acceptable to us, as governed by the laws of the State of California.*

FOR STH

FOR THE CITY OF CLEAR LAKE



Signature
Gregory G. White, PhD, RPA

Signature

Printed Name
Principal Archaeologist

Printed Name

Title
January 12, 2024

Title

Date

Date

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT TERMS

- I. **Scope of Services:** Sub-Terra Heritage Resource Investigations ("Consultant") shall perform the services described in Attachment B.
- II. **Period of Performance:** Consultant shall commence service immediately upon written authorization by Client, provided the conditions to effectiveness of this Agreement set forth above have been satisfied.
- III. **Compensation and Payment:** In consideration for the services provided, Consultant shall submit an invoice (original and one copy) to the Client at the conclusion of all tasks based on work performed. This invoice shall be due upon receipt. Interest at a rate of 1.5% per month will be added to any unpaid balance over 30 days. This is an annual percentage rate (APR) of 19.6%.
- IV. **Out-of-Scope Services:** Consultant shall notify Client promptly of any services considered to be out-of-scope of this Agreement before proceeding with such services, so as to obtain an addendum in writing signed by all parties before such services are performed. Any such addendum must specify the additional services to be performed and compensation to be paid by Client for such service.
- V. **Taxes and Contributions:** Consultant shall have full liability for the payment of any and all taxes and contributions for all state and federal employment taxes.
- VI. **Standard of Performance:** Services performed pursuant to this Agreement shall be rendered in accordance with the standards customarily provided by an experienced and competent organization rendering the same or similar services.
- VII. **Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, sub-contractors, sub-consultants, or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.
- VIII. **Cancellation:** At any time after the acceptance of this Agreement, Client shall have the right to cancel this Agreement in whole or in part, and shall make payment to the Consultant for all services rendered and expenses which Consultant has incurred in connection with work performed hereunder prior to date of notice of cancellation. Consultant shall also have the right to cancel this contract upon written notification to Client and Client shall pay Consultant for services rendered through the effective date of cancellation.
- IX. **Entire Agreement:** This Agreement comprises the entire integrated understanding between Consultant and Client concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.
- X. **Interpretation of Agreement:** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to the Consultant or Client.
- XI. **Signature:** A faxed or digital signature of this Agreement shall be the same as an original signature.

ATTACHMENT B

SCOPE OF SERVICES, CULTURAL RESOURCE INVESTIGATION OF THE PROPOSED AIRPORT COMMERCIAL CENTER PROJECT, CITY OF CLEARLAKE, LAKE COUNTY, CALIFORNIA

January 12, 2024

PROJECT UNDERSTANDING

The City of Clearlake (City) proposes phased development of the former Pearce Airport property, a 51-acre project area inclusive to APN #s 010-031-01, 010-031-02, 010-031-05, 010-031-06, 010-031-07, 010-031-08, 010-031-09, 010-043-06, 010-043-07, 010-043-11, 010-043-17, 010-043-19, 010-043-33, 010-043-36, 010-043-38, 010-043-39, 010-043-40, 010-043-41, 010-043-42, 010-043-43, 010-043-44, 010-043-45, 010-043-46, 010-043-47, 010-043-48. The development will entail comprehensive earth-moving affecting the entirety of the proposed project area. Sub-Terra Heritage Resource Investigations (STH) proposes to assist the City by offering this technical and budget proposal to complete tasks associated with meeting pertinent cultural resource provisions of the California Environmental Quality Act (CEQA) and applicable policies and planning directives of the City of Clearlake, California.

SCOPE OF SERVICES

Task 1 – Document Review

STH will conduct a records search at the California Historical Resources Information System, Northwest Information Center, Sonoma State University, Rohnert Park (NWIC). Maps and records on file at this facility will be consulted, along with the National Register of Historic Places Listed Properties and Determined Eligible Properties, the California Register of Historical Places, the California Points of Historical Interest, the California Inventory of Historical Resources, the California Landmarks registry, and the Directory of Properties in the Historic Property Data File. To achieve thorough coverage, supplementary county historical information sources will also be consulted including agency records, GLO Plats, historical topographic and aerial photo series, county registers, and pertinent museum and library archives.

Task 2 – Native American Coordination

Pending instructions from the City of Clearlake, STH will coordinate with the Koi Nation of California. STH will provide a copy of all Native American coordination activities and results in a log to appear an appendix to the final report, with recommendations. Any responses received by STH after filing of the report and conclusion of the Project will be forwarded to the City of Clearlake with recommendations.

Task 3 – Staff and Public Meeting Participation

The budget provisions for the Principal Investigator's participation in up to three Project-related City staff and City public meetings, video or on-site, pending instructions from the City.

Task 4 – Field Survey

The Project area will be covered using an intensive survey strategy consisting of close-spaced pedestrian transects, and where appropriate augmented by simple subsurface probes using a shovel or hand-driven bucket auger, or using a City-supplied backhoe and operator if determined necessary to provide coverage.

Any new cultural resources be identified within the project area will be recorded using California Department of Parks and Recreation site record forms (Cal DPR-523a-1) and according to standards described in “*Instructions for Recording Historical Resources*” (California Office of Historic Preservation 1993). GPS data-logging will be accomplished using an SX Blue II high-resolution GPS receiver and professional data collection software for the plotting interface. Points will be logged with a minimum of 13 positions. Area and linear features will be logged at 1-second intervals using a slow pace, approximately one position per 1–2 meters.

Task 5 – Reports

A professional cultural resource report will be prepared. Report content and organization shall be consistent with guidelines described in the California Office of Historic Preservation publication “*Archaeological Resource Management Reports: Recommended Contents and Format*.” The report will describe and interpret historical resources encountered by the investigation. Separate sections of the report will address the following:

- (1) Delineation of the area of potential Effects;
- (2) Methods and results of the NEIC document review;
- (3) Methods and results of historical, archaeological, and ethnographic research;
- (4) Methods and results of Native American coordination;
- (5) Methods and results of the archaeological survey;
- (6) Documentation of potentially affected cultural resources contained in the APE;
- (7) Eligibility evaluation of potentially affected resources, and;
- (8) Determination of effects evaluation of potentially affected resources.

Geolocational data for all resource boundaries, proposed buffers, and other features to be determined in coordination with the client will also be submitted to the client including (a) GIS shapefiles; (b) post-processed field data in CSV format, and; (c) post-processed data in kml format.

A report section for the Draft Environmental Impact Report (EIR) will be prepared which will identify, delineate, and evaluate potential impacts to cultural resources in proposed project area and identify proposed mitigation measures.

ATTACHMENT C: PROPOSED SCHEDULE

A fully executed agreement will constitute the notice-to-proceed (NTP). Tasks 1 and 2 will commence immediately on instructions from the City. The date(s) of execution of field work will be determined in coordination with the Project proponent. A draft report will be supplied to the client for review within 40 work days of completion of field work. STH will produce the final report within 15 work days of the receipt of draft comments. One electronic copy of the final report will be submitted to the client and to each designee, to be determined in consultation with the client.

ATTACHMENT D: CONSULTANT QUALIFICATIONS

Gregory G. White, Ph.D., RPA, Principal Investigator
Ph.D., Anthropology, University of California, Davis, 2003
M.A., Anthropology, University of California, Davis, 1987
B.A., Anthropology Sonoma State University, 1983
Founding Member, Register of Professional Archaeologists, RPA # 43673060
Professional Member, Society for American Archaeology, Member ID# 67606473
Lifetime Member, Society for California Archaeology
Board of Directors, Association for Northern California Historical Research
California Historical Resource Information System User #357

The Principal for the term of this project is Gregory G. White, Ph.D., RPA. White will lead all field investigations, analysis, and report production. White has 49 years of professional experience in all corners of Northern and Central California, including preparation and execution of inventory, analysis, testing, data recovery, and treatment and management plans for federal, state, and private clients. White's CV listing project examples, references, and contract values is available on request.

STH (est. June, 2011) serves Federal, State, local, and private clients. Firm capabilities include vertebrate and invertebrate paleontology, prehistoric and historical archaeology, Native American coordination and consultation, regulatory compliance, and cultural resource training. Our Principals are recognized experts in National Historic Preservation Act "Section 106" compliance, Native American Graves Protection and Repatriation Act coordination, California Environmental Quality Act compliance, and Paleontological Resources Preservation Act compliance. STH is a small business adapted to the highly variable Northern California business environment; we are designed and managed to maintain a low overhead rate and retain the ability to take on large and small projects with an equal level detail, quality, and rapid response time. All employees and specialists are secured on a strictly project-specific basis. Owing in part to the Principal's long association with university instruction and deep ties to state and national professional organizations, STH maintains contact with a large pool of high quality project-specific technicians, managers, and specialists with whom we have extensive prior experience. We identify and hire these individuals on an as-needed basis. In addition to maintaining low overhead, this approach also allows us to assemble the best possible team for each project and to make the best possible match of skills, performance, and experience to project needs.

ATTACHMENT E: INSURANCE AND INDEMNIFICATION

STH maintains insurance coverage in the following amounts: *General Liability* (\$4,000,000.00), *Non-Owned Vehicle Liability* (\$1,000,000.00), *Workers Compensation* (\$1,000,000.00), and *Professional E&O* (\$1,000,000.00). Coverage documentation and additional insured certs are available on client request.

ATTACHMENT F: COST PROPOSAL

STH proposes to conduct the cultural resource investigation for a *not-to-exceed* price of \$12,980.75.



Project: STH24-03
 Task: Cultural Resource Study and EIR
 Airport Commercial Center
 City of Clearlake

FIELD				
TITLE	PERSONNEL	RATE/HR	HOURS	AMOUNT
Principal Investigator	G. White	\$ 113.50	20.00	\$2,270.00
Field Technician	TBD	\$ 37.50	20.00	\$750.00
TOTAL FIELD			40	\$3,020.00

COORDINATION-ANALYSIS-WRITE UP				
TITLE	PERSONNEL	RATE	HOURS	AMOUNT
Principal Investigator	G. White	\$ 113.50	80.00	\$9,080.00
TOTAL REPORT WRITE-UP			80	\$9,080.00

DIRECT COSTS			
EXPENSE	RATE	QUANTITY	AMOUNT
Miscellaneous expenses field and office	\$ 17.50	2.00	\$35.00
Housing	\$ 65.00	4.00	\$260.00
Per Diem	\$ 40.00	4.00	\$160.00
Mileage	\$ 0.655	650.00	\$425.75
TOTAL DIRECT COSTS			\$880.75

TOTAL COSTS	
TOTAL	\$12,980.75

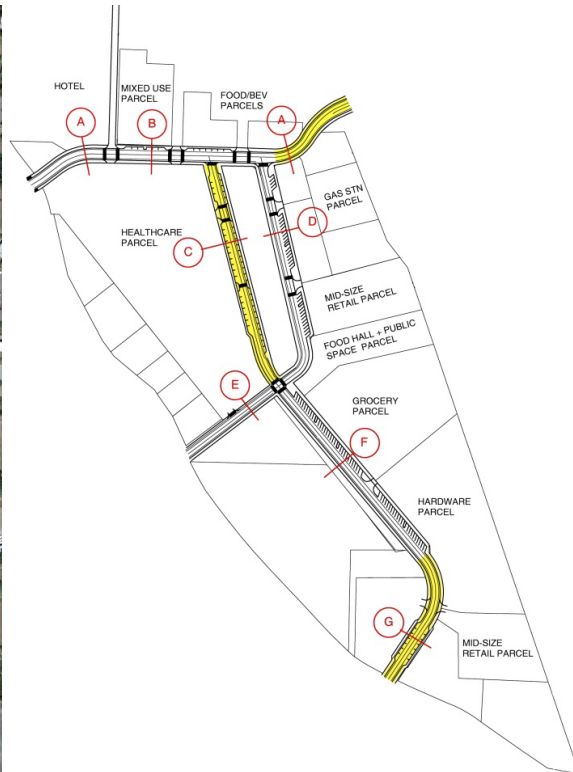
Notes

This cost schedule assumes a maximum of two cultural resources will be documented in the Project area.

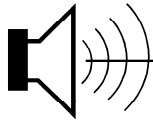
This cost schedule assumes hand-driven augers will adequately cover subsurface discovery. The viability of this option will be determined during initial field work.

ATTACHMENT G: PROJECT LOCATION

Location of Proposed 51-acre Airport Commercial Center Project, City of Clearlake, Lake County, California, APN #s 010-031-01, 010-031-02, 010-031-05, 010-031-06, 010-031-07, 010-031-08, 010-031-09, 010-043-06, 010-043-07, 010-043-11, 010-043-17, 010-043-19, 010-043-33, 010-043-36, 010-043-38, 010-043-39, 010-043-40, 010-043-41, 010-043-42, 010-043-43, 010-043-44, 010-043-45, 010-043-46, 010-043-47, 010-043-48



Appendix C
Acoustical Analysis Scope of Work



December 29, 2023

Mr. Gary Price
Price Consulting Services
Transmitted via email: gary@plannerprice.com

**Subject: Proposal to prepare an CEQA Level Noise & Vibration Analysis for the Clearlake Airport Commercial Project in Clearlake, California.
BAC proposal #2023-152a**

Dear Gary:

Thank you for inviting our proposal for this project. It is our understanding that this noise analysis should be prepared in sufficient detail to support a CEQA document (EIR) and should address potential noise and vibration impact due to and upon the proposed project. To that end, Bollard Acoustical Consultants, Inc. (BAC) proposes the following scope of services, fee, schedule, and contract information.

Scope of Services:

- Standards of Significance:** BAC will review the noise and vibration standards of the City of Clearlake, as well as any germane state and federal standards, to develop the project standards of significance in accordance with the CEQA guidelines.
- Evaluation of Existing Noise Environment:** BAC will conduct an ambient noise survey to quantify existing noise conditions at the nearest potentially affected noise-sensitive land uses as well as in the vicinity of proposed sensitive uses to be located within the project area. The survey will consist of noise level measurements at as many locations deemed necessary to identify and quantify existing noise conditions for the project area.
- Analysis of Project-Related Traffic Noise Level Increases:** Based on traffic data provided by the project traffic consultant, BAC will utilize the Federal Highway Administration Traffic Noise Prediction Model (FHWA RD-77-108) to determine existing and future traffic noise levels, both with and without the proposed project.
- Assessment of Project-Related Noise and Vibration Impacts:** BAC will assess project-generated noise and vibration impacts at the nearest existing sensitive receivers. The assessment will include project construction, offsite traffic noise impacts (using the analysis results from Task 3), and commercial noise & vibration sources (parking lot activity, truck circulation, loading docks, mechanical equipment, etc.). BAC will utilize a combination of data previously collected by BAC staff at various commercial sites to quantify the noise generation of various aspects of the project. The noise level projections will include consideration of shielding of sensitive receptor locations (nearby residences) by intervening topography and any existing structures or sound walls. Noise levels will be quantified at existing and proposed sensitive receptor locations and compared against the project standards of significance developed in Task 1. Where project noise or vibration impacts are identified appropriate noise mitigation measures will be developed.

5. **Assessment of General Plan Compliance:** In addition to evaluating the potential noise impacts resulting from the project, BAC will also evaluate General Plan compliance by assessing potential noise and vibration impacts upon the future development of noise-sensitive uses within the project area (i.e. residential, hotel, mixed use, etc.). Where future noise or vibration levels would exceed General Plan standards at proposed sensitive uses located within the project site, appropriate noise mitigation measures will be developed.
6. **Preparation of a Written Report:** BAC will provide a written report which contains the results of each previous task in the above-described scope of work, as well as graphics showing noise and vibration measurement locations and potential mitigation locations as appropriate. The report will be provided electronically as a stand-alone technical analysis in Microsoft Word, and will include the CEQA Appendix G checklist. It is intended that BAC's report will be used to complete the noise portion of the CEQA document, but BAC does not propose to provide exact formatting of the report for direct insertion into the project EIR.
7. **Report Revisions, Responses to Comments, and Meeting Participation:** This proposal includes up to 10 hours for report revisions, preparation and attendance at meetings (either virtual or in person), and responses to comments.

Timing for Completion of the Noise Study:

We propose to complete this study and provide the Noise Study Report identified in Task 6 within approximately 8 weeks of receipt of all materials required to complete the study, including a contract, detailed project site plans, project description, and the project traffic study. In the event the traffic study is not immediately available, we will need 2-3 weeks from receipt of the project traffic study to complete that component of our evaluation.

Cost for Consulting Services

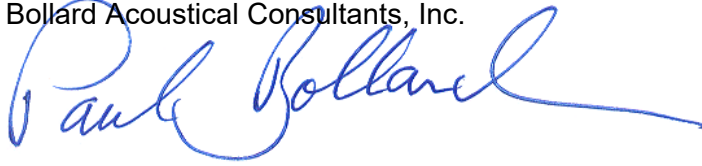
We propose to provide the above-described services for a total cost not to exceed \$15,000, including expenses. Other work outside the scope of this proposal, including attendance at meetings, responses to comments, or report revisions in excess of 10 hours, or revisions to the analysis due to changes in the project description or project site plans, would incur additional costs according to the attached fee schedule. We will notify you when we are within \$2,000 of exhausting our NTE contract amount, and will not undertake any additional work without your prior authorization. Payment terms are described in the attached fee schedule.

Mr. Gary Price
December 29, 2023
Page 3

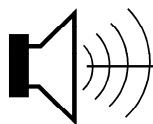
Thank you for inviting our proposal, and we hope to work with you and the City of Clearlake on this project. Please call me at (530) 537-2328 or paulb@bacnoise.com with any questions.

Sincerely,

Bollard Acoustical Consultants, Inc.

A handwritten signature in blue ink that reads "Paul Bollard". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Paul Bollard
President



Fee Schedule & Consulting Terms - Effective November 2023

Contractual Agreement

The following terms are applicable to contracts between Bollard Acoustical Consultants, Inc. (**BAC**), and the person(s)/entity indicating acceptance of this proposal (**Client**).

Billing Rates for Time and Expenses (T&E) Projects

The following rates shall be charged by BAC for consulting costs indicated as Time and Expenses (T&E) in BAC proposals. For such projects, BAC invoices will be itemized indicating the hours spent and rates indicated below will apply. If the BAC proposal indicates the project is a Fixed-Fee project, itemized invoices showing hours spent and billing rates will not be provided.

<u>Staff / Expense Item</u>	<u>Rate</u>
Principal Consultant (Bollard)	\$275 / hr.
Principal Consultant (Gotchet)	\$225 / hr.
Associate Consultant	\$175 / hr.
Principal Consultant Legal Work	\$450 / hr.
Technician	\$150 / hr.
Clerical Support Staff	\$75 / hr.
Mileage Reimbursement	¢65 / mile
Per Diem Charges (meals & lodging)	\$250 / day
Other travel expenses (flights, rental car, etc.)	As incurred
Sound Level Meter Charge (less than 1 week)	Included in Proposal Cost
Sound Level Meter Charge (greater than 1 week)	\$100 / day / meter

Retainer Requirements

For new private-sector clients, Bollard Acoustical Consultants, Inc. reserves the right to require a 50% retainer prior to beginning work on the project. If such retainers are required, BAC will specify those requirements in the “Cost for Consulting Services” section of the proposal.

Invoicing and Terms of Payment

Client is solely responsible for payment of BAC’s invoices in a timely manner, regardless of whether or not Client has been paid for their services by another party. Unless directed otherwise, BAC will submit invoices to the addressee of BAC’s proposal and that person shall be responsible for ensuring our invoices are routed to the proper individuals for payment in a timely manner.

If invoices are to be submitted to someone other than the addressee of the proposal, Client shall provide detailed invoicing instructions and requirements at the *time of acceptance* of BAC’s proposal. If lien releases or other administrative requirements are needed prior to the payment of BAC invoices, Client shall advise BAC of those requirements at the *time of acceptance* of BAC’s proposal.

Bollard Acoustical Consultants, Inc. normally submits invoices upon completion of the work outlined in the scope of services included in the BAC proposal. However, BAC will submit monthly invoices for services and expenses which have been incurred when project timelines exceed 30 days. Payment for professional services is due within 60 days of the invoice date, and past due thereafter. Past due invoices will incur interest at the rate of 1.5% per month on the balance due.

Insurance Coverage

Bollard Acoustical Consultants, Inc. maintains general and professional liability insurance policies with two million dollars coverage each and maintains automobile liability insurance coverage at one million dollars. Should you require insurance coverage greater than BAC's coverage, or special language which would incur additional costs from our insurers, BAC reserves the right to revise this proposal to cover the additional cost of the increased coverage and/or additional language.

If BAC is not made aware of additional insurance requirements at the time of acceptance of this proposal, no additional insurance shall be required to be provided by BAC in order to have BAC's invoices paid by the Client.

Commitment to the Environment

In our ongoing effort to minimize our environmental footprint and reduce costs, BAC will transmit project correspondence electronically via e-mail, including proposals, draft and final reports (including graphics and appendices), and invoices for professional services rendered. Paper copies of our work products will not automatically be generated. If paper copies of any work product are required, BAC will provide such copies upon request. We ask that our Clients please partner with us by transmitting all project correspondence to us electronically as well.

Appendix D
Traffic Analysis Study Scope of Work



January 11, 2024

Mr. Gary Price
Price Consulting Services
12144 Bitney Springs Road
Nevada City, CA 95959

Proposal to Prepare a Transportation Study for the Clearlake Airport Area Commercial Project EIR

Dear Mr. Price;

W-Trans is pleased to provide this proposal to evaluate potential transportation impacts and traffic operational effects associated with the proposed redevelopment of the former Airport site in the City of Clearlake. The following scope of services is based on our experience with preparation of numerous transportation studies for projects in Clearlake including the Airport Hotel Project at the northern end of the subject project site and our conversations with you. Although not relevant to the CEQA review process, it is understood that the potential for the development to affect traffic operation is a concern to the community; therefore, an operational analysis with Level of Service (LOS) is included in our scope of work.

Understanding

It is understood that the proposed project is redevelopment of the former airport site in the City of Clearlake on approximately 40 acres west of SR 53 and east of Old Highway 53. As indicated in the Clearlake Conceptual Plan dated December 6, 2021, the project is anticipated to include commercial, residential, public park, and healthcare components.

Study Area and Periods

The study area will encompass the project site itself, as well as connections to the primary street system including Old Highway 53 and SR 53. The following five intersections would be analyzed. Conditions during the weekday a.m. and p.m. peak periods will be documented as well as the Saturday afternoon peak period.

1. Old Highway 53/18th Avenue Extension (proposed intersection)
2. SR 53/18th Avenue
3. Old Highway 53/Street A (proposed intersection)
4. Old Highway 53/Street B (proposed intersection)
5. SR 53/Dam Road

Project Initiation

1. Available background documents such as the City's General Plan, the LAPC Regional Baseline Study, the SR 53 Corridor Local Circulation Study, and development traffic studies will be reviewed for relevance to the current effort.
2. The Project Manager will participate in a kick-off meeting with the consultant team and City staff to define the goals and objectives of the project, fine-tune the scope and schedule, and establish communication protocols. It is assumed that this meeting will either be virtual or in conjunction with a site visit. Following this meeting the scope will be adjusted, if necessary, though it is anticipated that any changes would need to be cost-neutral to avoid modifying the contract amount.
3. A site visit will be performed to review the area and gain a better understanding of the existing circulation network, including streets, sidewalks, bike facilities, as well as right-of-way controls. Photographs will be taken to document current field conditions.

4. Machine counts will be obtained for a typical weekday and Saturday on SR 53 and Old Highway 53. New multi-modal turning movement counts will be obtained for the weekday a.m., weekday p.m., and Saturday afternoon peak periods at the two existing study intersections.

Project Description Refinement and Trip Generation

5. W-Trans staff will remain available to assist the project team with refinement and finalization of the project description in consideration of our local knowledge of circulation patterns and traffic issues in the project vicinity. Up to ten hours of meetings and coordination regarding development of the project description is included in this scope.
6. The trip generation for the project area will be developed on a parcel-specific basis, if possible. Up to three iterations of the trip generation are included in this scope of work. Additional iterations beyond that would require an amendment to the contract amount. It is anticipated that this information would be beneficial in fine-tuning and finalizing the project description prior to initiating work on the EIR.

Transportation Study

A stand-alone transportation study will be prepared to address traffic operation issues as well as CEQA topics.

Operations

7. Traffic operation under existing volumes, controls and lane configurations will be determined and presented in text, a summary table, and figures.
8. Build-out volumes for the study intersections under current zoning will be obtained from the General Plan analysis and used to project future operating conditions assuming the planned controls and lane configurations identified in the General Plan. No new modeling is anticipated to be needed for development of future traffic volumes as there has been sufficient historical work done in the study area that can be relied upon.
9. Project trips will be added, and operation evaluated under Existing plus Project and Future plus Project volumes to determine if any additional improvements would be needed to support the development beyond those already identified in the General Plan.

CEQA Issues

The four bullet points identified in CEQA, will be addressed as follows.

10. Consistency with programs, plans, ordinances, and policies addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, will be evaluated in light of the anticipated increase in use of alternative modes associated with the project.
11. The potential for the project to conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b) will be evaluated based the project's anticipated Vehicle Miles Traveled (VMT). The analysis will rely on screening maps prepared for the LAPC Regional Baseline Study, which indicates that the development area is located within pre-screened low VMT generating area for both residential and commercial land uses. It is understood that Caltrans has indicated that they would accept this level of analysis; therefore, project-specific model runs are not anticipated to be needed. Because the focus of the redevelopment is to intensify development, create local centralized jobs and housing, and promote non-vehicular modes of travel, it is anticipated that the impact of the proposed project compared with the existing baseline will be a net benefit to the region. Should the project be determined to have a significant impact, preparation of mitigation measures would require an amendment to our scope of work.

12. The potential for the project to impact safety will be evaluated in terms of the anticipated need for new or additional turn lanes at intersections and driveways serving the project site, right of way controls needed for new intersections, available sight distance, and the potential increase in queuing in dedicated turn lanes at study intersections. The need to adhere to applicable design standards will also be cited.
13. The project will be evaluated qualitatively to determine the adequacy of emergency access.

Report

14. A draft report providing details of the analysis, tables, figures, conclusions, and recommendations will be provided for review.
15. Following one round of review, the transportation study will be finalized.

EIR

16. It is understood that the standalone transportation study would be used to develop the transportation section of the EIR. W-Trans will remain available to provide ten hours of support in development of the transportation section of the draft EIR.
17. The Project Manager or Principal in Charge will be available to virtually attend a hearing in front of the Planning Commission to obtain comments.
18. Comments on the transportation section of the EIR will be addressed in writing. W-Trans will provide up to 40 hours of support responding to comments received on the draft EIR.
19. The Project Manager or Principal in Charge will be available to virtually attend a hearing in front of the City Council to certify the Final EIR.

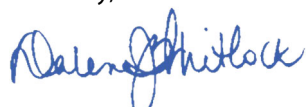
Exclusions – The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings beyond those specified, requests for further analysis, multiple rounds of comments, or responding to peer review comments, if needed would be provided on a time and materials basis after receiving written authorization for the extra work.

Schedule and Budget

The draft Transportation Study can be submitted within approximately 8 to 10 weeks upon finalization of the project description. All other services would be conducted in parallel with the overall project schedule. Our services will be conducted on a time and materials basis at the rates indicated on the enclosed sheet. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$54,850, as shown by task in the enclosed fee estimate summary.

Enclosed is a copy of our standard contract. Please sign and return it if you wish to initiate work. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,



Dalene J. Whitlock, PE (Civil, Traffic), PTOE
Senior Principal

DJW/cn/CLE032.P1

Enclosures: Standard Contract Form, 2024 Fee Schedule, Fee Estimate Summary

**Contract Agreement to Engage the Services of
Whitlock & Weinberger Transportation, Inc. (DBA W-Trans)**

Project Number CLE032

THIS AGREEMENT, entered into on _____, 2024, by and between Whitlock & Weinberger Transportation, Inc., whose address is 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401, hereinafter called W-Trans, and the party whose name and address are:

Firm Name Price Consulting Services
Street Address 12144 Bitney Springs Road
Mailing Address Same
City, State Zip Nevada City, CA 95959
Telephone (530) 272-6434
Attention Mr. Gary Price
E-mail gary@plannerprice.com

Hereinafter called "CLIENT," concerns the proposed project of CLIENT. The following is a general description of the project which is hereinafter referred to as "PROJECT":

Transportation Impact Study for the Clearlake Airport Area Commercial Project EIR


Regarding the PROJECT, the CLIENT and W-Trans agree as follows:

- A. W-Trans agrees to perform certain consulting, design, investigation or other services for CLIENT as detailed in our attached scope of services and letter dated **January 11, 2024**.
- B. CLIENT agrees to pay W-Trans as compensation for its services on a time and materials basis in accordance with the fee schedule in the letter dated **January 11, 2024**, up to an estimated maximum amount of **\$54,850**.
- C. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and will be applied to any unpaid balance commencing 30 days after the original invoice.
- D. The standard provisions set forth upon the reverse side hereof are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

Whitlock & Weinberger Transportation, Inc.

Client

By: 
Printed Name: Dalene J. Whitlock, PE, PTOE
Title: Senior Principal
License No. C38942
Date: January 11, 2024

By: _____
Printed Name: _____
Title: _____
Date: _____

Standard Provisions of Agreement

The CLIENT and W-Trans agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrator, and assigns to W-Trans this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the PROJECT covered by this contract is required by a governmental agency or the CLIENT and, in the event that due to change of policy of said agency or CLIENT after the date of the agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.
3. The CLIENT shall pay as extra work the costs of any fees, aerial photography, costs for attendance at public hearings and meetings, mileage costs, blueprints and reproduction, and all other charges not specifically covered by the terms of this agreement.
4. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, attorneys' fees and court costs shall be paid by the non-prevailing party.
5. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Any deposit collected shall be applied to the final invoices, or earlier at the discretion of W-Trans. If the invoice is not paid within 30 days, W-Trans may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the work.
6. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and may be applied to any unpaid balance commencing 30 days after the date of the original invoice at the sole election of W-Trans. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection and reasonable attorneys' fees.
7. In the event all or any portion of the work prepared or partially prepared by W-Trans be suspended, abandoned or terminated, the CLIENT shall pay W-Trans for the work performed on a percent complete basis, not to exceed any maximum contract amount specified herein, to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. The CLIENT or W-Trans may terminate this Agreement without penalty upon giving the other party 30 calendar days' notice in writing. In the event that the CLIENT terminates, payment shall be remitted within seven (7) calendar days of receipt.
9. In the event that CLIENT institutes a suit against W-Trans because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if the verdict is rendered in favor of W-Trans, CLIENT agrees to pay W-Trans any and all costs of defense, including attorneys' fees, expert witnesses' fees, court costs and any and all other expenses of defense which may be needful immediately following dismissal of the case or immediately upon the verdict being rendered in behalf of W-Trans.
10. W-Trans makes no representation concerning the cost figures made in connection with maps, plans, specifications, or drawings other than that all cost figures are estimates only and W-Trans shall not be responsible for fluctuations in cost factors.
11. No conditions or representations altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon in writing by either party to this agreement and accepted in writing by the other.
12. W-Trans shall not be responsible for damages resulting from delays in performance caused by any factors beyond W-Trans' reasonable control. In the case of any such cause of delay, the time of completion shall be extended accordingly.
13. W-Trans makes no warrant, either express or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
14. In accepting and utilizing any drawings, reports or data on any form of electronic media generated and provided by W-Trans, the CLIENT covenants and agrees that all such electronic files are instruments of service of W-Trans, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees that when transferring these electronic files to others without the prior written consent of W-Trans, it will be at their own risk. W-Trans cannot guarantee the accuracy of the receiving party's data. The CLIENT further agrees to waive all claims against W-Trans resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than W-Trans.
15. The CLIENT agrees to limit W-Trans' liability to the CLIENT and/or the owner, and to all contractors and subcontractors on the PROJECT, due to W-Trans' negligent acts, errors or omissions, such that the total aggregate liability of W-Trans to all those named shall not exceed \$50,000 or W-Trans' total fee for services rendered on this PROJECT, whichever amount is greater. The client agrees to hold W-Trans harmless for all claims for property damage and bodily injury, including death, arising out of the work to be performed by the W-Trans hereunder and resulting from the negligent act or omissions of the Client and/or owner, all Contractors and subcontractors on the project.
16. In the event any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
17. Services provided within this agreement are for the exclusive use of the CLIENT.
18. Billing rates are subject to increase annually effective January 1 of each calendar year. If the project is not completed within the calendar year, compensation may be renegotiated between W-Trans and CLIENT, though the new rates would automatically be applicable.



Fee Schedule

2024 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	\$300 – \$375
Principal	\$230 – \$300
Senior Engineer/Planner	\$200 – \$230
Engineer/Planner	\$175 – \$200
Associate Engineer/Planner	\$160 – \$175
Assistant Engineer/Planner	\$135 – \$155
Technician/Administrative	\$125 – \$155
Intern	\$30 – \$80
Field Technician	\$30 – \$75

2024 Expense Charges

Item	Charge
Mileage	\$0.74/mile*
Services and Expenses	10% surcharge

These rates are valid for work performed prior to December 31, 2024. Work performed after January 1, 2025, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.67/mile effective January 1, 2024) plus 10 percent.

**Clearlake Airport Area Commercial Project EIR
W-Trans Fee Estimate**

Task	HOURS BY STAFF MEMBER						Total Hours
	Dalene Whitlock	Zack Matley	Cameron Nye	Mark Brown	Admin 1	Misc	
Project Initiation & Data Collection	2	1	13	2	1	\$2,860	19
Project Description Refinement & Trip Generation	6	1	15	14	0	\$0	36
Transportation Study	10	12	28	56	15	\$0	121
EIR	18	7	20	22	0	\$0	67
Project Management	2	1	8	0	2	\$0	13
	38	22	84	94	18	\$2,860	256

Task	FEE AT HOURLY RATES INDICATED						TOTAL
	\$355	\$260	\$190	\$155	\$125	LS	
Project Initiation & Data Collection	\$710	\$260	\$2,470	\$310	\$125	\$2,860	\$6,735
Project Description Refinement & Trip Generation	\$2,130	\$260	\$2,850	\$2,170	\$0	\$0	\$7,410
Transportation Study	\$3,550	\$3,120	\$5,320	\$8,680	\$1,875	\$0	\$22,545
EIR	\$6,390	\$1,820	\$3,800	\$3,410	\$0	\$0	\$15,420
Project Management	\$710	\$260	\$1,520	\$0	\$250	\$0	\$2,740
	\$13,490	\$5,720	\$15,960	\$14,570	\$2,250	\$2,860	\$54,850

These rates are valid for work performed prior to December 31, 2024. Work performed after January 1, 2024, and any subsequent year may be billed at the revised rates established for that year. * Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.67/mile effective January 1, 2024) plus 10 percent.