

ATTACHMENT 2**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 27th day of December, 2023, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **DeNovo Planning Group, INC.** ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform environmental and planning services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated December 1, 2023. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the environmental and planning services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 2. All work shall be completed no later than December 31, 2024. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE HUNDRED SEVEN SIX HUNDRED EIGHTY DOLLARS (\$107,680). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Beth Thompson. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, or subcontractors harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or subcontractors. This provision shall survive the termination or suspension of this contract.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment
3. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street

Manteca, CA 95337
Attention: Lea C. Simvoulakis, Deputy Director

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

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to

JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:



Gary Singh,
Mayor

CONSULTANT:

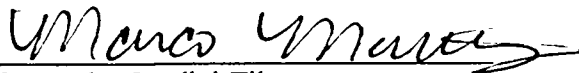
DeNovo Planning Group

(Type name of Consultant/form of organization)*

ATTEST:

By:



(Signature)

for 
Cassandra Candini-Tilton,
Director of Legislative Services

Beth Thompson, Principal
(Type name and title)

COUNTERSIGNED:

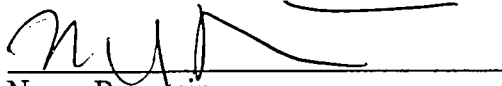
By:


Shay Narayan
Director of Finance
(Signature)

Benjamin Ritchie, Principal
(Type name and title)

COUNTERSIGNED:

Address:


Nancy Bronstein,
Interim Director of Human Resources

1020 Suncast Lane #106
El Dorado Hills, CA 95762

Telephone: 916-812-7927

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 
Daniella Green, Assistant City Attorney

ATTACHMENT 1
CONSULTANT'S PROPOSAL

Scope of Work

Revised to Include VMT Analysis

1. General Plan Amendment

De Novo will amend the General Plan to reflect the proposed revisions to General Plan land use designations. The Land Use Map will be revised to show the revised land uses for the new Policy Area 6 and modified land uses in the Sphere of Influence north of Union Ranch. De Novo will amend figures throughout the General Plan to reflect the revised land uses. We will update the Land Use Element text to include policy language addressing uses allowed in Policy Area 6 and will revise the Land Use Element and other elements where additional changes to element text, including policies and actions, are necessary for internal consistency of the General Plan.

Upon completion of the administrative draft General Plan Amendment, De Novo will provide the City with an electronic review copy of the document. De Novo will revise the document to address one round of City staff comments, and then prepare the final document for Planning Commission consideration. De Novo will deliver a final PDF of the General Plan Amendment to the City that is suitable for printing.

2. Addendum to the General Plan Environmental Impact Report (EIR)

The changes to the General Plan will replace residential, commercial, industrial, and mixed use designations in Policy Area 6 with park and agricultural use designations and will replace an area of High Density Residential with Low Density Residential. De Novo will review the changes pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines.

The General Plan Amendment will result in changes to the General Plan text and figures that reduce the overall residential and non-residential development potential in the Sphere of Influence/Planning Area. These changes are not anticipated to increase the significance of any impacts addressed under the General Plan EIR and are not anticipated to result in any new significant and unavoidable impacts. De Novo anticipates that an addendum to the General Plan EIR will be the appropriate CEQA document.

De Novo will review the General Plan Amendment project to determine if an Addendum is the appropriate CEQA document pursuant to Section 15164(a) of the CEQA Guidelines, including an analysis of the project under each of the CEQA topics related to the circumstances described in Section 15162 of the CEQA Guidelines, which are identified below:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; mitigation measure or alternative.

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

CEQA topics addressed in the General Plan EIR will be reviewed to determine if the project has the potential to trigger any of the circumstances identified at CEQA Guidelines Section 15162(a) and include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

The Addendum does not include any site-specific studies. Technical analysis will be limited to updated acreages by land use designation (Recirculated Draft EIR Table 3-1), growth projections, including single family and multifamily housing units, population, non-residential square feet by type, and employees by type for the traffic analysis and Recirculated Draft EIR Tables 3-2 and 3-3)), projected water demand (Recirculated Draft EIR Table 3.15-6), projected wastewater demand (Recirculated Draft EIR Table 3.15-11), solid waste generation, and associated analysis of these changes in types of land use, growth, and

associated effects on the environmental topics. A Vehicle Miles Traveled (VMT) and Transportation Impact Analysis will be performed by Fehr & Peers and will include:

Upon completion of the administrative draft Addendum, De Novo will provide the City with an electronic review copy of the document and collaborate with City staff to confirm that the appropriate CEQA determination document for the project, based on the results of the analysis, is an Addendum. De Novo will revise the document to address one round of City staff comments, and then prepare the final documentation for Planning Commission consideration. De Novo will deliver a final PDF of the CEQA documentation to the City that is suitable for printing.

3. Zoning Code Amendment

De Novo will prepare amendments to the Zoning Code text and Zoning Map to 1) rezone properties within the City limits to be consistent with the adopted General Plan land use designations, and 2) revise the Zoning Code to reflect the density ranges, allowed uses, and development standards necessary to ensure consistency between the rezoned sites and the adopted General Plan.

Upon completion of the administrative draft Addendum, De Novo will provide the City with an electronic review copy of the document and collaborate with City staff to confirm that the appropriate CEQA determination document for the project, based on the results of the analysis, is an Addendum. De Novo will revise the document to address one round of City staff comments, and then prepare the final documentation for Planning Commission consideration. De Novo will deliver a final PDF of the CEQA documentation to the City that is suitable for printing.

4. Zoning Code Amendment Addendum

De Novo will prepare an Addendum to the General Plan EIR to address the Zoning Code and Zoning Map amendments pursuant to Section 15164(a) of the CEQA Guidelines, including an analysis of the project related to the circumstances described in Section 15162 of the CEQA Guidelines.

Upon completion of the administrative draft Zoning Code Amendment, De Novo will provide the City with an electronic review copy of the document. De Novo will revise the document to address one round of City staff comments, and then prepare the final document for Planning Commission consideration. De Novo will deliver a final PDF of the Addendum for the Zoning Code Amendment to the City that is suitable for printing.

5. Project Management and Planning Commission and City Council Staff Reports and Presentations

De Novo will prepare the draft staff reports and resolutions to adopt the General Plan Amendment, approve an ordinance to revise the Zoning Code, and approve an ordinance to rezone sites to be consistent with the adopted General Plan. De Novo will attend the Planning Commission and City Council meetings, present the projects to the decision-making body, and respond to questions regarding the project and CEQA documentation. De Novo anticipates that our services will be needed at up to four public hearings (2 Planning Commission, 2 City Council). Fehr & Peers will attend up to two meetings, including staff meetings, commission, and/or council meetings.

Schedule

The below schedule identifies the dates estimated for completion of the tasks and delivery of the documents identified by the Scope of Work. The below schedule anticipates De Novo is given notice to proceed the week of November 20, 2023 and that no changes are made to the proposed General Plan Amendment Land Use Map.

Task	Date
General Plan Amendment	
De Novo submit Draft Text and Figure Revisions, Draft Addendum to the General Plan EIR to City for review	December 19, 2023
De Novo submit Draft Addendum to the General Plan EIR to the City for review (includes 1 week for De Novo to update growth projections and 8 weeks for Fehr & Peers VMT & Transportation Analysis) ¹	January 3, 2024
City Comments on General Plan Amendment	January 10, 2024
De Novo submit adoption draft General Plan Amendment	January 19, 2024
Zoning Code Amendments	
De Novo submit Draft Zoning Code Text, Draft Zoning Map, Draft Addendum to the General Plan EIR	January 26, 2024
City Comments to De Novo team on General Plan Amendment and Zoning Code Amendments	February 2, 2024
De Novo submit adoption draft Zoning Code Amendments:	February 9, 2024
Public Hearings	
De Novo submit draft Staff Reports and supporting resolutions/ordinance	February 9, 2024
Planning Commission Hearing	February/March 2024
City Council for a regularly scheduled meeting or special meeting	February/March 2024

¹If any of conditions are identified during the CEQA review for the Addendum that requiring a Supplemental or Subsequent EIR pursuant to CEQA Guidelines Section 15162, De Novo will provide an updated scope, cost, and schedule for the Supplemental or Subsequent EIR.

Fee

The Scope of Work can be completed for a not-to-exceed fee of \$107,680. The fee is anticipated to be broken down as shown in the table below.

	Principal / Principal Planner	Senior Planner	Associate Planner	GIS	Fehr & Peers	FEE
	\$185	\$125	\$115	\$125	Fee ²	
	Hours	Hours	Hours	Hours		
1. General Plan Amendment	24	30	0	16	-	\$10,190
2. General Plan Amendment CEQA Addendum1	100	60	0	8	\$29,400	\$55,900
3. Zoning Code Amendment and Rezone	60	60	40	20	-	\$25,700
4. Zoning Code Amendment CEQA Addendum	10	6	24	4	-	\$5,860
5. Project Management, Hearings, and Presentations	48	0	10	0	-	\$10,030
TOTAL FEE	242	156	74	44	\$29,400	\$107,680

¹If any of conditions are identified during the CEQA review for the Addendum that requiring a Supplemental or Subsequent EIR pursuant to CEQA Guidelines Section 15162, De Novo will provide an updated scope, cost, and schedule for the Supplemental or Subsequent EIR.

²Includes 5% mark-up

De Novo reserves the right to re-allocate staff time and budget between individual tasks provided the total cost is not exceeded.

Assumptions

This proposal is based on the following assumptions. We propose to prepare the General Plan Amendment, Zoning Code Amendment, and environmental documents based on the body of statutes, guidelines, and case law that are in affect at the time the contract is executed. Any significant revision to the project description after the agency approves the project description is considered outside of the scope of this proposal. Any additional work that is requested by the agency that is outside of the scope of this proposal may require a contract amendment. Additional meetings not identified in this proposal are outside of the scope, but can be accommodated on a time and materials basis. It is assumed that the City will arrange for the preparation of all required notices, as well as publishing notices in the newspaper, as required. We anticipate timely cooperation with the applicant, lead agency staff, and other responsible agency staff. If work is halted or delayed for thirty (30) days or more, De Novo will be reimbursed for costs to date and the time required to re-familiarize staff with the project. In the event that the project receives a legal challenge, De Novo will provide assistance to the legal defense on a time and materials basis.

ATTACHMENT 2
SCHEDULE OF ACTIVITIES

Schedule

The below schedule identifies the dates estimated for completion of the tasks and delivery of the documents identified by the Scope of Work. The below schedule anticipates De Novo is given notice to proceed the week of November 20, 2023 and that no changes are made to the proposed General Plan Amendment Land Use Map.

Task	Date
General Plan Amendment	
De Novo submit Draft Text and Figure Revisions, Draft Addendum to the General Plan EIR to City for review	December 19, 2023
De Novo submit Draft Addendum to the General Plan EIR to the City for review (includes 1 week for De Novo to update growth projections and 8 weeks for Fehr & Peers VMT & Transportation Analysis) ¹	January 3, 2024
City Comments on General Plan Amendment	January 10, 2024
De Novo submit adoption draft General Plan Amendment	January 19, 2024
Zoning Code Amendments	
De Novo submit Draft Zoning Code Text, Draft Zoning Map, Draft Addendum to the General Plan EIR	January 26, 2024
City Comments to De Novo team on General Plan Amendment and Zoning Code Amendments	February 2, 2024
De Novo submit adoption draft Zoning Code Amendments:	February 9, 2024
Public Hearings	
De Novo submit draft Staff Reports and supporting resolutions/ordinance	February 9, 2024
Planning Commission Hearing	February/March 2024
City Council for a regularly scheduled meeting or special meeting	February/March 2024

¹If any of conditions are identified during the CEQA review for the Addendum that requiring a Supplemental or Subsequent EIR pursuant to CEQA Guidelines Section 15162, De Novo will provide an updated scope, cost, and schedule for the Supplemental or Subsequent EIR.