

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this 24th day of October, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Lamphier-Gregory ("Consultant"), a California corporation.

RECITALS

On February 2, 2018, City and Consultant entered into an agreement for Consultant to provide professional environmental services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On November 6, 2018, the City and Consultant entered into a First Extension of Professional Services Agreement to extend the term from December 8, 2018 to December 8, 2019 ("First Amendment").

City and Consultant now desire to increase compensation by \$65,600 and to extend the term from December 8, 2019 to March 29, 2024. This is the second amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:
 - A. Section 5(a) of the Original Agreement is amended to read as follows:

Compensation and Payment. The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of \$114,900 ("not to exceed amount").

1. The compensation payable by the City to Consultant for the Services required by Exhibit "A" of the Original Agreement SHALL NOT EXCEED the sum of \$49,300.
2. The compensation payable by the City to Consultant for the Services required by Exhibit "A-1" to the Second Amendment SHALL NOT EXCEED the sum of \$65,600.

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement and Exhibit "A-1" to the Second Amendment up to the not to exceed amount. Except as provided in the body of the Agreement, the hourly rates or task

amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead, and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

B. Section 6 of the Original is amended to read as follows:

Term. The term of this Agreement commences on December 8, 2019, and terminates upon the completion of the Services or May 8, 2024, whichever occurs first. This Agreement may be extended for one additional six-month term(s) by the mutual written consent of the parties, provided the hourly rates or task amounts set forth in Exhibit "A-1" for each additional term are not increased by more than the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI rate in June.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement and First Amendment remain in full force and effect.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT:

DocuSigned by:
Rebecca Auld
5E5C2A28963641E
By: Rebecca Auld
Title: Vice-President

Dated:

10/19/2023 | 3:26 PM PDT

CITY OF LIVERMORE:

DocuSigned by:
Marianna Marysheva
67FF33A39740458
Marianna Marysheva
City Manager

Dated:

10/24/2023 | 10:05 AM PDT

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Citley
6F91E997FD5B454
Assistant/City Attorney

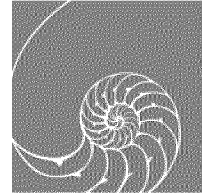
APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A3F7D348B0A748A
Risk Manager/Analyst

Attachments:

Exhibit A-1 Scope of Work

L A M P H I E . G R E G O R Y

URBAN PLANNING
ENVIRONMENTAL ANALYSIS

R

February 7, 2023

Steve Stewart
Planning Manager
Community Development Department
City of Livermore
(925) 960-4468

RE: PROPOSAL FOR GARAVENTA HILLS PROJECT RECIRCULATED EIR

BACKGROUND AND APPROACH TO CEQA

As you are aware, the Garaventa Hills project originally underwent environmental analysis with a Draft EIR circulated in November 2012 and a Final EIR issued in June 2014. Subsequent certification was vacated due to court order directing to provide additional analysis of an open space alternative.

In response, we have been asked to prepare a Recirculated EIR pursuant to section 15088.5 of the CEQA Guidelines, focused to the discussion of this alternative. Therefore, this proposal assumes that the Recirculated Draft and Final EIR will be limited to this topic only.

SCOPE OF WORK

Following execution of the contract, Lamphier-Gregory will coordinate with City staff about the information to be provided by the City regarding the details of the open space alternative to assess and similar alternatives rejected from further consideration including information related to coordination with relevant agencies, process, and funding as relevant. Expectations for schedule and deliverables will also be agreed upon. As discussed, Lamphier-Gregory does not propose engaging an open space specialist directly and this scope assumes such information will be provided by the City.

The Recirculated Draft EIR will contain only an intro and summary chapter and an alternatives chapter focused on the open space alternative.

Lamphier-Gregory will prepare the Administrative Draft Recirculated Draft EIR and submit electronic files (in MSWord) to City staff for internal review. Following review by City staff, Lamphier-Gregory will make any requested revisions to the Administrative Draft document and return as a redline MSWord document. We assume that the revision/review process will involve not more than two administrative drafts and a digital screencheck prior to producing the final version for release to the public.

Lamphier-Gregory will prepare and revise per City review a Notice of Availability suitable for the City to use in notifications. Lamphier-Gregory will coordinate with the City for authorization to submit directly to the State Clearinghouse on their behalf or will provide the required forms for the City to do so directly. This scope assumes the City will otherwise handle any printing and distribution of the notice and EIR, including filing with the County Clerk.

Following the close of the public comment period, Lamphier-Gregory will review any comments the City has received. Responses to those comments and any necessary revisions will be compiled into an

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Administrative Recirculated Final EIR. As noted above, comment review and responses will be limited to those pertaining only to the recirculated portion of the EIR focusing on the open space alternative. Due to the limited scope of material covered in the Recirculated EIR, this scope assumes the specific topics brought up in comments and the responses needed to address them would be limited even if numerous letters are submitted. This scope assumes preparation of the Administrative Recirculated Final EIR would not take more than 60 hours by the project manager. We will assess once comments are received and review and notify the City if the level of work required to respond requires additional scope and budget. City review, revision cycles, and distribution will be handled as for the Recirculated Draft EIR above.

Lamphier-Gregory will attend, prepare PowerPoint slides to summarize the EIR process and conclusions as necessary, present those slides if requested by the City, and be prepared to answer questions if called upon to do so at the following public meetings:

- A comment hearing during the Recirculated Draft EIR public review period. Our scope assumes minutes of the meeting suitable for inclusion in the Final EIR will be provided as written record of verbal comments received during this hearing.
- Up to three hearings before the Planning Commission and City Council when certification of the EIR is being considered.

It is anticipated that this scope will require close coordination with City staff and legal counsel. This scope also assumes up to 50 hours devoted to video meetings, phone calls, and email coordination throughout the process, in addition to the 20 hours for preparation and attendance at the hearings above. An additional 20 hours have been assumed for paperwork, budget, and schedule tracking and accountability throughout the project.

Attendance at City hearings (one comment hearing following issuance of the Recirculated Draft EIR and three approval hearings) is assumed to be in-person. All other meeting attendance is assumed in this scope to be virtual. Additional scope can be coordinated cover additional in-person attendance if requested.

Following decision on the project, Lamphier-Gregory will prepare a Notice of Determination in accordance with the CEQA Guidelines and submit the document to City staff, who will file it with the County Clerk. The City will arrange for payment of document filing fees. Lamphier-Gregory will submit digitally to the State Clearinghouse.

SCHEDULE

Lamphier-Gregory is available to begin work immediately upon receipt of a signed contract and Notice to Proceed. We can quickly incorporate City-provided information related to details of the open space alternative and would expect submission of the first Administrative Recirculated Draft EIR approximately 4 weeks from initiation and receipt of all/most anticipated information.

Completion of the final draft will depend on City staff availability, but we can return any requests for revisions within a week. Based on common City turn-around times for a document of this anticipated length and scrutiny, we anticipate the review, revision, and finalization cycle would span about 8 weeks total. The public review period would be 45 days.

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Following the assumptions related to comments and responses outlined in the scope above, we can prepare an Administrative Recirculated Final EIR within 4 weeks of the close of the comment period. A placeholder 8 weeks is again assumed for the review, revision, and finalization cycle.

The approval hearings will be at the discretion of City staff and can be as soon as about 2 weeks after issuance of the Recirculated Final EIR.

Given the above assumptions, the Recirculated Draft EIR could be released about 3 months after initiation and the project could reach hearings as soon as about 8 months from initiation.

Once the project is initiated, we will finalize the schedule and are happy to work with the City to try to meet schedule constraints.

BUDGET

Staffing for this project is proposed to include primarily Rebecca Auld, Vice President (\$225/hour) with support from Jenna Sunderlin, Environmental Planner (\$150/hour) and consultation if needed with Scott Gregory, President (\$250/hour).

The spreadsheet below presents our cost estimate for preparing the CEQA document and completing the CEQA process. Lamphier-Gregory bills monthly on a time and materials basis using current hourly rates shown; if ultimate costs are less than estimated, we will not bill for the remaining budget. Payment is due within 30 days of receipt of invoices.

Because of the inherent unpredictability of environmental work, we recommend the budget include a contingency budget for use only with prior approval. The contingency would be applied with administrative approval if necessary out-of-scope tasks arise. This could be used to request hard copies of documents, in-person meeting attendance, additional meetings, addition of a subconsultant expert, or address greater than expected effort to review and respond to comments. While not included in the current scope, if added under the contingency, reimbursable and subconsultant expenses would be billed at cost plus 10%. The requested contingency is 10%.

With the contingency, the total requested budget is \$65,600. This includes \$59,600 anticipated cost for the scope above and a \$6,000 contingency that could be used only with administrative approval.

Tasks	Lamphier-Gregory				Expenses	Total
	Vice President		Envtl Planner			
	Hrs	\$225	Hrs	\$150		
1 Recirculated Draft EIR	63	\$ 14,175	20	\$ 3,000	\$ 70	\$ 17,245
2 Recirculated Final EIR	60	\$ 13,500	20	\$ 3,000	\$ -	\$ 16,500
3 Notices and Forms	6	\$ 1,350	12	\$ 1,800	\$ -	\$ 3,150
4 Coordination	50	\$ 11,250		\$ -	\$ -	\$ 11,250
5 Project Management	20	\$ 4,500		\$ -	\$ -	\$ 4,500
6 Hearings	30	\$ 6,750		\$ -	\$ 205	\$ 6,955
Total Estimated Costs	229	\$ 51,525	52	\$ 7,800	\$ 275	\$ 59,600
Contingency (~10%)						\$ 6,000
TOTAL Budget						\$ 65,600