

CONTRACT FOR CONSULTANT SERVICES

This CONTRACT, entered into this 17th day of October, 2007, by and between the CITY OF LOMPOC, State of California (hereinafter referred to as "CITY"), and Rincon Consultants, Inc. (hereinafter referred to as "CONSULTANT"),

WHEREAS, the CITY has a need for special services and assistance in the area of preparing a legally defensible and comprehensive General Plan Update and Environmental Impact Report (EIR) for the City of Lompoc.

WHEREAS, the CITY has determined the need to proceed with this project in an expedited manner, which the CITY staff cannot perform the necessary studies and document preparation at this time due to workload constraints and lack of specialized expertise in necessary areas; and

WHEREAS, CONSULTANT is qualified to perform such special services for CITY; and

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. Employment. CITY hereby engages CONSULTANT and CONSULTANT hereby agrees to perform for CITY the services hereinafter set forth for the compensation hereinafter set forth in Exhibit A, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, based upon standards consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions and subject to review by CITY staff, CONSULTANT shall perform the services outlined in Exhibit B – Scope of Work.

3. Compensation. CITY shall pay to CONSULTANT compensation in accordance with the following schedule:

Payment shall be made based on a time and materials basis for specific tasks performed as agreed to by City staff and the Consultant and as set forth in Exhibit A (in an amount not to exceed \$907,103.00).

Consultant shall provide itemized billing to the Planning Division identifying completed task and listing the City Purchase Order Number on each invoice, no later than sixty (60) days following completion of the specific task. Billing received by the City later than sixty (60) days after completion of a specific task will not be paid by the City unless agreed to by the City in writing.

4. Termination of Contract for Cause. If CONSULTANT fails to fulfill in a timely and professional manner any obligation under this Contract, CITY shall have the right to terminate this Contract effective immediately upon the CITY's giving written notice thereof to CONSULTANT. CONSULTANT shall be paid for all work satisfactorily completed prior to the effective date of such termination.

5. Changes in Scope of Work. The parties hereto may modify the terms of this Contract by mutual written consent.

6. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.

7. Conflicts of Interest. No officer, employee, director or agent of the CITY shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.

8. Independent Contractor. It is expressly understood between the parties of this Contract that no employee/employer relationship is intended; the relationship of CONSULTANT to the CITY being that of an independent contractor.

9. Insurance. CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this Contract and any extensions thereof, carry adequate insurance, including an Errors and Omissions policy in the amount of not less than \$1,000,000. CONSULTANT shall also, at CONSULTANT's sole cost and expense and throughout the term of this Contract and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$100,000 for the injury or death of a person or persons and property damage in any one accident. The CITY, its elective officials, officers and employees shall be named as an additional insured on the automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall provide CITY with certificates of insurance on forms acceptable to the CITY of all policies written and each shall contain an endorsement that they are not subject to cancellation without thirty (30) days written notice being given to CITY by the insurance company or companies writing such insurance.

10. Hold Harmless. CONSULTANT shall indemnify, defend and hold harmless the CITY, its City Council, boards and commissions, officers, agents, and employees against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of CONSULTANT or CONSULTANT'S officers, agents,

employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

11. Attorney Fees and Venue. In the event of any litigation to enforce, or construe the terms of this Contract, the prevailing party herein shall be entitled to recover reasonable attorneys' fees and costs. Any lawsuit brought by either party to enforce the terms and conditions of this Contract shall be brought in the Superior Court for the County of Santa Barbara, California.

12. Inspections. CITY reserves the right to inspect the work being done by CONSULTANT at any time.

13. Time is of the Essence. It is understood and agreed that time is of the essence of this Contract.

14. Business Tax Statement. CONSULTANT shall maintain a valid Business Tax Statement with the City of Lompoc during the term of the contract.

15. Ownership of Documents. All reports and documents prepared by CONSULTANT under this Contract are the property of the CITY and shall be turned over to the CITY upon completion of the Contract. CONSULTANT shall not release any data, information, and/or materials resulting from the project without prior written consent from CITY.

16. Nonexclusivity. It is understood and agreed that CONSULTANT will be engaged in the practice of providing consulting services and may continue such practice during the period of this Contract.

17. Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intend of the provisions of this Contract.

18. Inconsistency. In the event any provision of this Contract and the documents incorporated herein by reference in Paragraph 2 and 3 are deemed to be in conflict, the provision in this Contract shall prevail.

19. Interpretation. The terms and conditions of this Contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

20. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that the CONSULTANT is skilled in the professional calling

necessary to perform the work agreed to be done by it under this Contract, and that the CITY, not being skilled in such matters, relies upon the skill of the CONSULTANT to do and perform its work in the most skillful manner in accordance with generally-accepted professional practice and the CONSULTANT agrees to thus perform its work, and the acceptance of its work by the CITY shall not operate as a release of the CONSULTANT from said Contract.

21. Consultant Staff: The professional staff identified in the CONSULTANT proposal dated August 29, 2007 shall be the professional staff preparing the agreed upon documents for City review. There shall be no change to the identified staff unless the CITY has reviewed the qualifications of the proposed staff and agreed to the change.

22. Notices. Any notices required pursuant to this Contract shall be served at the following addresses:

<u>CITY</u>	<u>CONSULTANT</u>
City of Lompoc Community Development Dept. 100 Civic Center Plaza P O Box 8001 Lompoc, CA 93438-8001	Rincon Consultants, Inc. Richard Daulton, Planning Manager 1530 Monterey St, Suite D San Luis Obispo CA 93401 FAX 805 547-0901

23. Understanding of the Parties. This Contract represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Contract shall be valid unless evidenced in writing and executed by the parties thereto.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM:

CITY OF LOMPOC:

Signed by Sharon D. Stuart

Signed by Dick DeWees

Sharon D. Stuart
City Attorney

Dick DeWees, Mayor

ATTEST:

CONSULTANT:

Signed by Donna Terrones

Signed by Stephen Svete

Donna Terrones, CMC
City Clerk

Stephen Svete, AICP
President
Rincon Consultants, Inc/

Attachment: Exhibit A – Scope of Work
Exhibit B – Schedule of Consultant Rates

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ATTEST:

Signed by Donna Terrones

Donna Terrones, CMC
City Clerk

CONSULTANT:

Signed by Stephen Svete

Stephen Svete, AICP
President
Rincon Consultants, Inc/

Attachment: Exhibit A – Scope of Work
Exhibit B – Schedule of Consultant Rates

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Rincon Consultants, Inc.

1530 Monterey Street, Suite D
San Luis Obispo, California 93401

PHONE 547 0900
FAX 547 0901

info@rinconconsultants.com
www.rinconconsultants.com

October 3, 2007
Project Number 07-61640

Lucille Breese, AICP, City Planner
City of Lompoc
Community Development Department/Planning Division
100 Civic Center Plaza
Lompoc, California 93436

**Subject: Revised Proposal and Fee Estimate to Prepare the
City of Lompoc General Plan Update and Environmental Impact Report**

Dear Ms. Breese:

Pursuant to your recommendations, Rincon Consultants, Inc. is pleased to submit this revised proposal to prepare the City of Lompoc General Plan Update and Environmental Impact Report (EIR). We have revised the scope and budget to reflect the selection of two optional tasks, and submit the revised cost herewith. Each of these requested scope revisions are described in the paragraphs below.

1. **Addition of one neighborhood meeting (Portion of Optional Task A).** The consultant team will conduct one neighborhood meeting at a location within the community selected with input from City staff. This meeting is designed to augment the stakeholder interviews, educate and inform citizens about the General Plan and the process, and continue to build the foundation for the public workshops. This session is intended to encourage participation of residents and others who do not typically attend public meetings to become involved in City issues. It could be held at a school, church, community center, or other available public facility.
2. **Preparation of Citywide Multimodal Street Design Guidelines (Optional Task F).** Fehr & Peers will develop guidelines for approximately six street types, with parametric standards. Fehr & Peers will prepare the graphics of proposed typologies, which will consist primarily of cross-sections, and will ensure that the types are keyed to the frontage types developed in the City's developing form-based code. These would include prototypical neighborhood streets, alleys, connector/collector/avenues, commercial/main streets with parallel or angled parking, and a number of corridor/arterial/boulevard types, including transit-preferential streets. Fehr & Peers will also develop a prototypical roundabout design and criteria for its application.

Fehr & Peers will explore opportunities to provide environmental benefits through street design. This would entail developing street typologies with parkways, medians and other design solutions that maximize storm water treatment and infiltration potential.

Fehr & Peers will develop prototypical cross-sections and prototypical plans to illustrate the fabric of typical neighborhoods as they relate to adjacent major circulation corridors. Potential streets included would include:

- North Avenue
- College Avenue



- Ocean Avenue
- Olive Avenue
- O Street
- H Street
- 7th Street
- Pine Avenue

In addition, it should be noted that the cost estimate spreadsheet has been updated to reflect current Rincon Consultants, Inc. hourly rates for professional and technical personnel. Hours by task and staff person have been adjusted such that minimal net change in fees resulted.

Revised Fee Estimate. As shown in the following table, the fee estimate has been revised to reflect the requested changes to the scope of work noted above. A complete revised cost estimate spreadsheet and current Rincon standard fee schedule are enclosed.

Scope of Work Component	Revised Fee Estimate
Previous Fee Estimate (Labor + Additional Costs)	\$882,730
Revised Scope of Work Component	
1. Neighborhood Meeting	\$6,000
2. Citywide Multimodal Street Design Guidelines	\$15,320
Subconsultant Management	\$3,053
Subtotal – Revisions to Fee Estimate	\$24,363
Revised Total Fee Estimate (Labor + Additional Costs)	\$907,103

We appreciate your consideration of Rincon Consultants, Inc. to prepare this revised scope of work for the City of Lompoc General Plan Update and EIR and welcome the opportunity to further discuss our proposal with you.

Sincerely,
RINCON CONSULTANTS, INC.

Richard Daulton
Planning Manager

Stephen Svete, AICP
Principal

Table 1
City of Lompoc
General Plan Update and EIR
Cost Estimate - Revised October 2, 2007

Tasks	Cost	Hours	Rincon Consultants						
			Sr. Principal \$175/hour	Principal \$148/hour	Sr. Assoc. \$125/hour	Analyst \$95/hour	CAD/DGIS \$95/hour	Graphics \$75/hour	Clerical \$55/hour
Project Kickoff/Workscope Development	\$2,335	17	1	1	8				
Phase 1: Land Use, Circulation, and Housing Elements									
Task 1 - Public Outreach, Assessment, and Land Use Alternatives Development									
1.1 Project Coordination Meeting with City Staff	\$3,725	27	8	8	6				3
1.2 Community Outreach Program									
Stakeholder Interviews	\$2,510	16	2	8	8				
Neighborhood Meeting	\$1,000	8			8				
Initial Public Workshop	\$4,090	30	4	12	12			2	
1.3 Draft Background Technical Reports (Assumes 5 Issue Papers)	\$13,015	121	5	8	32	40	24	12	
1.4 Public Educational Workshops (3)	\$9,520	80	6	24	24	10		8	8
1.5 Joint Planning Commission/City Council Public Workshop	\$2,660	20		8	12				
1.6 Land Use Scenario Development	\$10,320	88	12	16	20		20	20	
1.7 Meeting with PCACC to Recommend Preferred Land-Use Alternatives	\$2,660	20		8	12				
Task 2 - Land Use, Circulation, and Housing Element Policy Development									
2.1 Land Use Design Concept Illustration	\$5,060	44	4	8	16			16	
2.2 Development of Land Use, Circulation, and Housing Elements									
Land Use (with RRM Design Group)	\$19,210	174	12	20	40	60	20	20	2
Circulation (w/Fehr & Peers)	\$12,540	108	12	12	40	20	2	20	2
Housing (w/Thomas Figg)	\$5,970	54	4	8	12	20		8	2
2.3 Planning Commission/City Council Hearings to Endorse Draft Elements	\$5,550	42	2	16	20	4			
Task 3 - General Plan Update Phase 1 Completion									
3.1 General Plan Phase 1 Program EIR (see Table 2)	\$126,433								
3.2 Final General Plan Phase 1 Refinement	\$5,490	34	8	16	8			12	2
3.3 Final General Plan Phase 1 Staff Reports and Resolutions	\$4,640	44	2	2	12	24			4
3.4 Final General Plan Phase 1 Adoption Hearings (2)	\$3,700	28	2	12	12				2
Phase 2: Conservation, Open Space, Noise, Safety, Parks and Recreation, Urban Design, and Public Services Elements									
Task 4 - Public Outreach and Assessment									
4.1 Project Coordination Meeting with City Staff	\$4,000	32	8	8	8				8
4.2 Community Outreach Program									
Stakeholder Interviews	\$2,160	16		8	8				
Phase 2 Initial Public Workshop	\$2,960	24		8	12			4	
4.3 Joint Planning Commission/City Council Public Workshop	\$3,920	32		8	16	8			
Task 5 - Phase 2 Element Policy Development									
5.1 Development of Conservation, Open Space, Noise, Safety, Parks and Recreation, Urban Design and Public Services Elements									
Conservation	\$12,350	114	4	8	40	40	4	16	2
Open Space	\$7,160	66	4	8	16	20	4	12	2
Noise	\$10,010	86	12	16	16	20	4	16	2
Safety	\$11,250	102	12	8	20	40	4	16	2
Parks and Recreation	\$8,410	78	4	12	16	24	4	16	2
Urban Design (w/RRM)	\$5,770	54	4	8	8	16	4	12	2
Public Services	\$7,030	66	4	8	12	24	4	12	2
5.2 Planning Commission/City Council Hearings to Endorse Draft Elements	\$3,610	30	2	8	12				8
Task 6 - General Plan Update Phase 2 Completion									
6.1 General Plan Phase 2 Supplemental EIR	\$24,180	220	12	20	60	100	8	16	4
6.2 Final General Plan Phase 2 Refinement	\$4,660	44	2	4	12	16		8	2
6.3 Final General Plan Phase 2 Staff Reports and Resolutions	\$3,940	36	2	4	8	20			2
6.4 Final General Plan Phase 2 Adoption Hearings (2)	\$3,560	24	8	8	8				
Project Management									
Project Coordination Meetings with City Staff (6)	\$5,280	48			24	24			
Status Reports	\$4,740	36		12	24				
Project Management	\$11,040	80	16	20	40		2	2	
Subtotal Rincon Labor:	\$377,448	2,165	177	362	856	538	104	256	86
Additional Costs									
Subconsultants:									
RRM Design Group (Public Outreach, General Plan Support, Urban Design Element)	\$169,700								
Fehr & Peers (Circulation)	\$156,720								
Thomas Figg (Housing)	\$65,000								
Boyle Engineering (Infrastructure)	\$32,700								
Applied Earthworks (Cultural)	\$20,150								
The Naleison Dale Group (Economics and Fiscal)	Optional								
Printing (Includes 1 CD ROM per product):									
Issue Reports 30 copies @ \$20	\$900								
All Land Use Scenarios: 25 @ \$20	\$600								
Screen Check Draft GP: 30 @ \$35	\$1,350								
Pub Hng Draft GP: 50 @ \$35, 200 fold-out @ \$15	\$4,750								
Graphics:									
Visual Aids for Public Workshops	\$2,500								
Supplies, Travel, Communications	\$4,000								
Project Management, General & Administrative	\$69,066								
Total Additional Costs:	\$529,856								
TOTAL LABOR PLUS ADDITIONAL COSTS	\$907,103								
Optional Task Costs									
Task A: Neighborhood Meetings/Interviews (per additional meeting)	\$2,500								
Task B: Develop and Update General Plan Website	\$20,000								
Task C: Develop Project Newsletter: (2 Issues, 4 page, full color, 1,000 copies per issue)	\$16,000								
Task D: Market Assessment (The Naleison Dale Group)	\$48,000								
Task E: Visioning Charter (w. RRM Design Group)	\$45,500								
Task G: Fiscal Impact Analysis (The Naleison Dale Group)	\$18,100								

Table 2.
City of Lompoc
General Plan Update Phase 1 Program EIR
Itemized EIR Cost Estimate - Revised October 2, 2007

Tasks	Cost	Hours	Rincon Labor						
			Sr. Principal \$175/hour	Principal \$145/hour	Sr. Assoc. \$125/hour	Analyst \$95/hour	CADD/GIS \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Notice of Preparation/Initial Study	\$3,070	34			4	20		6	4
2. Scoping Meeting	\$1,770	14		6	6			2	
3. Project Description	\$6,770	62		2	6	32	6	12	4
4. Administrative Draft EIR									
4.1 Summary	\$1,055	11			1	8	1	1	
4.2 Introduction and Environmental Setting	\$2,025	21			3	12	3	3	
4.3 Environmental Impact Analysis									
Land Use Policies	\$5,310	58		4		32	8	8	6
Transportation*	\$1,150	10		4		5			
Air Quality	\$4,970	50		4	2	40	2	2	
Noise	\$4,950	50		4	4	30	6	6	
Safety and Geologic Hazards	\$4,020	40		4	2	30	2	2	
Cultural and Historic Resources	\$4,020	40		4	2	30	2	2	
Aesthetics and Community Design	\$4,570	46	4			30	8	6	
Flooding and Drainage	\$4,270	42		4	4	30	2	2	
Biological Resources	\$5,690	86		4	16	50	8	8	
Public Services and Infrastructure	\$4,270	42		4	4	30	2	2	
4.4 Alternatives	\$4,500	44			12	28	2	2	
4.5 Other CEQA-required Sections	\$1,350	14			2	8	2	2	
5. DEIR Report Preparation	\$9,750	106	4	4	8	30	22		16
6. Staff Meetings	\$3,240	24	6	6	6	6			
7. Final EIR									
7.1 Response to Comments	\$13,380	124	12	12	12	80			8
7.2 Final EIR Publication	\$3,130	38				8	12	12	6
7.3 Mitigation Monitoring Plan	\$3,980	34	2	12		20			
7.4 Findings/Overriding Considerations	\$9,820	66	12	36	20				
Project Management	\$5,910	65	12	24	24				6
Subtotal Labor:	\$117,980	944	30	92	108	576	102	112	44
Additional Costs									
Printing (includes CD ROM as specified):									
Screen Check Draft EIR: 5 @ \$55	\$575								
Draft EIR: 30 @ \$55	\$2,100								
Prelim Final EIR: 5 @ \$85	\$625								
Final EIR: 50 @ \$65	\$3,550								
Supplies and Miscellaneous Expenses	\$500								
General & Administrative	\$1,103								
Total Additional Costs:	\$6,453								
TOTAL LABOR PLUS ADDITIONAL COSTS:	\$126,433								

* Fehr & Peers EIR budget included in GP budget



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Senior Principal.....	\$ 150-175/hour
Principal.....	\$ 120-145/hour
Senior Environmental Scientist/Planner.....	\$ 105-125/hour
Environmental Scientist/Planner.....	\$ 85-95/hour
Environmental Technician.....	\$ 75-85/hour
Environmental Field Aide.....	\$ 55-65/hour
AutoCAD, GIS Technician.....	\$ 85-95/hour
Graphic Designer.....	\$ 75/hour
Clerical/Administrative Assistant.....	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$250/hour.

<u>Equipment</u>	<u>Unit Rate</u>	<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day	DC Purge Pump	\$ 35/day
Flame Ionization Detector	\$ 200/day	Dissolved Oxygen Meter	\$ 45/day
Four Gas Monitor	\$ 120/day	Turbidity Meter	\$ 30/day
Oil-Water Interface Probe	\$ 85/day	Sound Level Meter	\$ 125/day
Water Level Indicator	\$ 35/day	GPS Locator	\$ 35/day
Temperature-pH-Conductivity Meter	\$ 50/day	Laser Rangefinder	\$ 40/day
Bailer	\$ 25/day	Integrated GPS/GIS	\$ 550/day
Disposable Bailer	\$ 20/each	Field Computer Equipment	\$ 45/day
Hand Auger Sampler	\$ 55/day	Vacuum Gas Chamber Sampler	\$ 25/day
Brass Sample Sleeves	\$ 10/each	Digital Projector/Computer	\$ 60/day
Decontamination Equipment	\$ 25/day	Infrared Sensor Digital Camera	\$ 75/day
Level C Health and Safety Equipment	\$60/person/day	Anemometer	\$ 30/day
Submersible Pump	\$ 160/day	Soil Vapor Extraction Monitoring Equipment	\$ 140/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.10/copy for single-sided copies and \$0.20 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$75/day for regular terrain vehicle use and \$125 per day for 4-WD off-road vehicle use, plus \$0.75/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.75/mile will be charged. Rental vehicles will be billed at cost plus 15%.

September 2007