

**NATOMAS UNIFIED SCHOOL DISTRICT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**

This Independent Consultant Agreement for Professional Services (“Agreement”) is made as of the **19th** day of **May** in the year **2021**, between the Natomas Unified School District ("District") and **AECOM Technical Services, Inc.** ("Consultant") (together, “Parties”).

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District is in need of such services and advice; and

**WHEREAS**, the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the scope of services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“Services” or “Work”) **to assist the District and HALO by preparing an Initial Study, supporting a Mitigated Negative Declaration (IS/MND).**
2. **Term.** Consultant shall commence providing services under this Agreement within one week of receiving authorization from the District and will diligently perform as required or requested by District as applicable. The term for these services shall expire on five weeks after work begins. This Agreement may be extended upon mutual written approval of both parties.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certificate
<input type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Required Endorsements
<input type="checkbox"/>	W-9 Form
<input checked="" type="checkbox"/>	Scope of Work
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty Thousand and Fifty-One Dollars (\$50,051)**. District shall pay Consultant according to the following terms and conditions:
  - 4.1 Payment for the Work shall be made for all undisputed amount within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:



No expenses shall be allowable without the prior written approval of the District.

6. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees and shall defend and indemnify the District against any claim or liability for any such payments.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services, and Consultant shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Consultant's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Consultant.
11. **Intellectual Property.** Consultant understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
  - 13.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Consultant for services satisfactorily rendered to the date of termination, and Consultant expressly waives and releases any claims for damages against District that could arise from such termination.



- 13.2 Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 13.3 With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.3.1. material violation of this Agreement by the Consultant; or
  - 13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 13.3.3. Consultant is adjudged a bankrupt, Contactor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to the District for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 13.4** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

#### **14. Hazardous Materials.**

- 14.1** Consultant shall not use, store, release or otherwise introduce on the Premises any substance, chemical, waste or other material that is identified as hazardous, toxic or dangerous in any Federal, State or local law or regulation (hereafter "Hazardous Material").
- 14.2** Consultant shall not damage, alter or otherwise affect any clay cap present on the Premises, if any.
- 14.3** Consultant shall be solely responsible for the complete cost of removal and/or remediation of any Hazardous Material spilled introduced by Consultant onto the Premises, and Consultant shall defend and indemnify District and its officers and employees from and against all claims or other liabilities therefore, in accordance with the indemnification provisions of this agreement.
- 14.4** Any sediment, debris, soil or material of any kind that is extracted by Consultant from the Premises shall not be stored onsite; rather the material(s) shall be disposed of by Consultant at an off-site government-approved location.

- 15. Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.



**16. Insurance.**

**16.1** The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with limits equal to the amount indicated below.

**16.1.1. Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

**16.1.2. Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**16.1.3. Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Limits Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General	\$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Accident	\$ 1,000,000
<b>Professional Liability</b>	Each Claim/Aggregate
<b>Workers Compensation</b>	Statutory Limits

**16.2 Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates shall evidence, and insurance policies shall include the following:

**16.2.1.** A clause stating: "This policy shall not be canceled or until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

**16.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

**16.2.3.** An endorsement including the District and the City of Sacramento, and their employees, trustees, officers, as additional insureds under all required policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies affording additional insured status shall be primary to any insurance or self-insurance maintained by District.



16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**16.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**17. Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the District's prior written consent.

**18. Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising there from.

**19. Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

**20. Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**21. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**22. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

**23. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

**24. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

**24.1** Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performances.

**24.2** Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

**25. Limitations of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. In no event shall either party or their parent companies, affiliates, and subsidiaries, and their respective directors, officers, and employees be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind or



character, including, without limitation, lost profits, loss of revenue, loss of use, or interruption of business, arising from or relating to this agreement, even if advised of the possibility of such damages.

26. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend for a period of five (5) years from date of disclosure.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Attn: Javetta Cleveland, Deputy Superintendent  
Natomas Unified School District  
1901 Arena Blvd.  
Sacramento, CA 95834

Attn: Matthew Gerken, Project Manager  
AECOM  
2020 L Street, Suite 400  
Sacramento, CA 95811

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement supersedes any other written or oral agreement regarding the scope of services addressed by this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the Sacramento County, State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.



**Natomas Unified School District**

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Javetta Cleveland

Its: Deputy Superintendent

**AECOM Technical Services, Inc.**

Date: May 19, 2021

By: 

Print Name: J. Matthew Gerken

Its: Environmental Planning Department Manager

**Information regarding Consultant:**

Consultant: \_\_\_\_\_

Address: 2020 L Street  
Sacramento, CA 95811

Telephone: 916-414-5800

Facsimile: 916-414-5850

E-Mail: matthew.gerken@aecom.com

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: CA

Limited Liability Company

Other: \_\_\_\_\_

61-1088522

Employer Identification and/or Social Security Number

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_  
Proper Name of Consultant: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below must be checked:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: May 7, 2021  
District Representatives Name and Title: Jennifer Mellor, Director  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ Installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representatives Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subconsultant(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE.]**

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_



**EXHIBIT A**

**Scope of Services**

1. **Scope of Work** to be performed- **to assist the District and HALO by preparing an Initial Study, supporting a Mitigated Negative Declaration (IS/MND).**

[Please see attached proposal and related scope of work.]



April 23, 2021

Jennifer Mellor, Director  
Facilities and Strategic Planning  
Natomas Unified School District  
1901 Arena Blvd  
Sacramento, CA 95834

**Subject: Sacramento Community Clinic- B. Teri Burns Health Center California  
Environmental Quality Act Review**

Greetings, Jennifer,

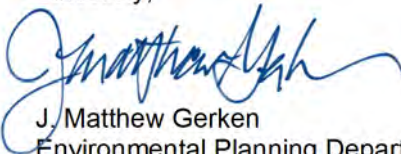
We understand that the District requests assistance with environmental review for Health and Life Organization (HALO) to construct and manage a new community health clinic on a District-owned parcel (APN 225-0170-054) within the city of Sacramento adjacent to Natomas High School.

This Proposal reflects our approach and understanding for the level of effort necessary to provide California Environmental Quality Act (CEQA) clearance for the Sacramento Community Clinic- B. Teri Burns Health Center based on the very helpful conversation we had, and the follow-up information you provided.

AECOM proposes to assist the District and HALO by preparing an Initial Study, supporting a Mitigated Negative Declaration (IS/MND). Compared to an Environmental Impact Report (EIR), this is a "lower-level" type of environmental review that assumes no significant unavoidable environmental impacts. For certain topics, we would propose mitigation that may be needed to ensure that all impacts are less than significant. We have described the work we believe would be necessary in the material that follows.

Please let me know if you have any questions, and we look forward to assisting the District and HALO with this analysis and documentation. Our staff is ready to initiate this work immediately.

Sincerely,



J. Matthew Gerken  
Environmental Planning Department Manager  
Greater Northern California

## PROJECT UNDERSTANDING

The project subject to environmental analysis consists of:

- ▶ Construction of a multifaceted health center and school classroom or office for joint occupancy with the District on an approximately 1.05-acre site located at Fong Ranch Road and San Juan Road in the city of Sacramento.
- ▶ The project site would be located on a District-owned parcel (APN 225-0170-054) and the District would execute a long-term Joint Occupancy Agreement with HALO.
- ▶ The project facilities would be between 3,100 to 10,000 square feet and may include examination rooms, a classroom, office space, and a parking lot.

## SCOPE OF SERVICES AND COST ESTIMATE

AECOM proposes to prepare an IS/MND on behalf of the District that addresses the environmental effects of construction and operation of the new community clinic.

### Task 1: Project Initiation

As a part of project initiation, AECOM would meet with the District and HALO to review details of the proposed project, the scope of services, cost estimate, and schedule goals, and make appropriate revisions, as necessary.

### Task 2: Preconstruction Biological Resources Survey

AECOM will conduct a one-day biological resources survey consistent with the Natomas Basic Habitat Conservation Plan (NBHCP) to support the IS/MND. AECOM biologists will also prepare a Biological Survey Report that meets the requirements of the NBHCP Pre-Construction Survey Protocol.

### Task 3: Phase I Environmental Site Assessment

We understand that no “due diligence” studies have been conducted to date and a Phase I Environmental Site Assessment is needed to identify any recognized environmental conditions at the project site. AECOM will conduct the Phase I Environmental Site Assessment in general accordance with the ASTM E1527-13 standard (see Attachment 1 for more detail). We would conduct a one-day reconnaissance survey and prepare a Phase I Environmental Site Assessment for review and use by the District. We assume there are no recognized environmental conditions, and that no further study would be required.

### Task 4: Arborist’s Survey and Report

AECOM will review the City’s Municipal Code to identify requirements for a site plan and arborist’s report, in addition to the types and sizes of trees that are protected and whether any such trees would be removed, or whether any grading or other earth disturbance would occur within the protection zone/s of protected trees. AECOM will conduct one site visit to identify all the protected trees and any off-site protected trees with a dripline hanging over the parcel boundary. An Arborist’s Report will be

prepared summarizing the on-site tree inventory and appropriate measures to protect trees or compensate for the removal of trees, as appropriate.

## **Task 5: Prepare Supplemental Initial Study and Mitigated Negative Declaration**

AECOM would prepare for the District and HALO review and comment, an administrative draft (electronic only), an ADA-compliant public review draft (electronically submitted to the State Clearinghouse), and final Initial Study (electronic only) in support of a Mitigated Negative Declaration.

This documentation would address the potential adverse environmental effects of constructing and operating a new community clinic on the project site. The IS/MND would include mitigation measures, as appropriate. The IS/MND would be developed with the assumption that all relevant permits would be obtained, and permit conditions would be fulfilled by the District, including, but not limited to stormwater permitting, Habitat Conservation Plan-compliant mitigation and fees, and any necessary authority to construct permit from the Sacramento Metropolitan Air Quality Management District.

AECOM will electronically submit the Initial Study to the State Clearinghouse. We will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and deliver a notice to the County Clerk's office. We assume the District would circulate to other parties that have indicated an interest in CEQA notices from the District and publish this notice in the Sacramento Bee.

The IS/MND will be very concise, given the small scale of the project, and will provide a brief discussion of the following topics. We assume comments would be minor and editorial only and would not require any new analysis or mitigation.

### **Aesthetics**

AECOM will very briefly describe the change in visual character attributable to implementation of the project based on current conditions as they exist today, which consists of an undeveloped parcel adjacent to Natomas High School and surrounded by existing residential areas. We assume the new community clinic would include outdoor lighting and parking lot security lighting, but we assume a brief description of proposed lighting would be appropriate. We assume no visual simulations are needed.

### **Air Quality**

AECOM will evaluate project impacts on air quality based on the current, updated guidance provided by the Sacramento Metropolitan Air Quality Management District guidelines, as appropriate. AECOM will briefly describe the existing attainment status of the project region (to which the project may contribute), based on current conditions in 2021. Using the California Emissions Estimator Model (CalEEMod), AECOM will estimate criteria pollutant emissions from project construction and operation. The increase in criteria pollutant emissions will be compared with significance thresholds recommended by the Air District and standard construction mitigation would be applied. We assume no need for operational mitigation. We will qualitatively discuss toxic air contaminant effects and odor effects and assume no need for dispersion analysis or health risk assessment.

### **Biological Resources**

The biological resources section of the IS/MND will be based on the preconstruction biological resources survey to be conducted by AECOM in Task 2, above. AECOM will create a list of species with the potential to occur on-site with a California Natural Diversity Database search, and will include a brief discussion of the Natomas Basin Habitat Conservation Plan (which was adopted in 2003).

Based on the current status of regulatory permitting, site conditions, and potential for rare species on-site, we will recommend relevant mitigation measures and/or avoidance and minimization measures consistent with the Natomas Basin Habitat Conservation Plan. We will also incorporate findings from the arborist's report into the Biological Resources section of the IS/MND. We assume the City or District has already paid any applicable HCP fees.

### **Cultural and Tribal Cultural Resources**

AECOM will send a notification to the Native American Heritage Commission to request a Sacred Lands File search and request a list of Native American Tribal representatives that may have an interest in the project. We will prepare a brief letter for the District to send to all potentially interested Native American Tribal representatives regarding the project to invite consultation. We assume no need for consultation.

An AECOM cultural resources specialist will conduct one reconnaissance visit to the site to characterize the on-site resources and briefly describe potential impacts to support the Initial Study. AECOM will perform a records search for the IS/MND, which we assume will cost up to \$500. Since the site consists of vacant, undevelopment land, we assume no historic structures would be affected. Recommended mitigation measures will be included, if appropriate.

### **Energy**

We will very briefly and qualitatively describe how the project's construction and operation would relate to energy consumption and energy efficiency. We assume no mitigation is necessary.

### **Geology, Soils, and Paleontological Resources**

We assume no need for a detailed description of the geologic setting of the vicinity of the project site, and that a brief description of geologic and soils conditions will be sufficient. AECOM will identify the geologic formations on which project site is located and assess their sensitivity for containing significant fossils. AECOM will identify proposed mitigation to reduce or eliminate adverse impacts, if needed. We assume that a geotechnical site investigation would be commissioned later by the District/HALO, and that any recommendations in this investigation to avoid adverse effects (including expansive soil) will be incorporated into the design and construction of the project, and that this will be sufficient to avoid any adverse impacts.

### **Greenhouse Gas Emissions**

AECOM will provide a brief background discussion related to climate change and briefly evaluate GHG emissions impacts related to construction and operation. GHG emissions will be calculated for project construction and operation, and compared to applicable GHG reduction targets. Mitigation measures will be recommended, if appropriate.

### **Hazards and Hazardous Materials**

As part of the hazard and hazardous materials section, we will identify previous contamination at the project site by researching the Geotracker and Envirostor databases. We will prepare a Phase I Environmental Site Assessment and summarize the findings in the Initial Study. We will incorporate mitigation measures, as needed, based on existing regulatory requirements, especially as they relate

to the potential presence of potential contaminants at the project site. We assume no need for any follow-up sampling or analysis, a Phase II ESA, or site remediation.

### **Hydrology and Water Quality**

This section will examine project impacts on surface and groundwater resources. The section will briefly identify the current baseline hydrologic conditions as they exist today. We assume that others would prepare a Stormwater Pollution Prevention Plan and that existing regulatory requirements would avoid any adverse impact.

### **Land Use and Planning**

Since the District is not required to be consistent with City policies or zoning, we anticipate that a brief discussion will be sufficient.

### **Mineral Resources**

AECOM assumes that given the location of the project site in a developed area, no mineral resources are present and a very brief discussion will be sufficient.

### **Noise and Vibration**

The ambient noise environment on and near the project site will be briefly described based in part on one long-term noise measurement and a site visit. We will identify existing noise-sensitive receptors in the vicinity, along with existing noise sources. We will provide an analysis of short-term construction impacts based on current default equipment assumptions, focused on potential impacts to the existing surrounding sensitive receptors. In addition, operational noise analysis will also be provided, which includes project-generated traffic noise and general noise from operation of the project. Mitigation measures will be provided, if necessary.

### **Population and Housing**

Since the project does not propose any housing or the removal of housing, we anticipate that a brief discussion will be sufficient.

### **Public Services, Including Recreation**

AECOM will provide a brief discussion of fire and police protection services that are available to serve the proposed project. We assume that the proposed project would not adversely affect nearby recreational facilities, and therefore we anticipate that a brief discussion will be sufficient.

### **Transportation**

AECOM will provide a brief analysis of construction trips and vehicular traffic associated with operation of the project and briefly describe how relevant public improvement standards would avoid any impact related to traffic hazards. We assume a qualitative description of vehicular travel demand (VMT) impacts. We assume that the City will not require a separate traffic impact study, and that compliance with City design standards and California Department of Education Standards would be sufficient to avoid any traffic hazard impacts. We assume no level of service analysis is needed.

It is possible that, to issue an encroachment permit, the City would require some type of traffic study. AECOM can provide this study, if the District so requests. However, since traffic congestion is not a CEQA issue, we have assumed no need for a traffic study as a part of this proposal.

## Utilities and Service Systems

AECOM will provide a brief discussion of the need for utilities to serve the proposed project, including electricity, stormwater drainage, water, and wastewater supply and conveyance, along with solid waste and current requirements for recycling. We assume that sufficient water supplies are available and that an SB 610 alternative water supply analysis will not be necessary. We assume the proposed project would be served by installing connections to current electricity, stormwater drainage, water, and wastewater lines in Fong Ranch Road or San Juan Road, and that no on-site or off-site groundwater wells would be constructed.

## Wildfire

Since the project site is not in a Very High Fire Hazard Severity Zone or State Responsibility Area, we assume a brief discussion will be sufficient.

## Task 6: Approval Documents

At the conclusion of the 30-day comment period, we will revise the Initial Study, as needed, and help the District prepare a response to comments, if necessary. We assume only minor editorial changes. AECOM will attend one Board meeting where the CEQA document is considered for adoption and assist the District with a brief section of the staff report in advance of this meeting. We assume no presentation is needed. We will collaborate with District's counsel to prepare a resolution that includes very brief CEQA findings.

Upon certification of the Initial Study, AECOM will draft and file a Notice of Determination (NOD) to comply with Section 15094 of the Guidelines. We will file the NOD with the County Clerk within five working days of the date of the District's actions. We assume that the District will pay the filing fees (currently \$2,480.25, <https://www.wildlife.ca.gov/conservation/ceqa/fees>). Additionally, AECOM will file the NOD with the Governor's Office of Planning and Research.

AECOM will prepare a draft Mitigation Monitoring and Reporting Program (MMRP, electronic only). The MMRP will identify each mitigation measure, the responsible implementing party, the entity confirming implementation, and the time period when the measure would be implemented. After meeting with the District to discuss the MMRP, AECOM will prepare a Final MMRP (electronic only).

## COST ESTIMATE

Based on the assumptions detailed above, we can complete the above-described work for no more than \$50,051. We will **only invoice** for what is actually required to complete this work on a time-and-materials basis, using applicable labor rates. We assume all work would be completed in the 2021 calendar year.

## SCHEDULE ESTIMATE

Based on the preliminary scope of services identified above, assuming no significant interruptions attributable to the coronavirus and timely receipt of information about the project, we can prepare a draft IS/MND within four months. With one month for public review, and assuming one month to schedule and hold the public meeting where the Board adopts the MND, the total schedule would be approximately six months.