



PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(Town of Yountville / PlaceWorks)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Yountville, a California municipal corporation (“Town”), and PlaceWorks, A CA Corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. Town has determined that it requires the following professional services from a consultant: PlaceWorks will assist the Town of Yountville in permitting and performing an evaluation under the California Environmental Quality Act (CEQA) for the Yountville Commons project.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, Town Council members, or employees of Town which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. Town has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Town shall not operate as a waiver or release. Consultant represents and warrants to Town that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless Town, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Town and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s April 28, 2025 proposal to Town attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Brad Raulston, Town Manager. The Agreement Administrator shall be the principal point of contact at the Town for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. Town reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by Town under this Agreement. The Maximum Amount under this Agreement is One Hundred Eighty Three Thousand One Hundred Thirty Eight Dollars (\$183,138.00).
- 3.5. “Commencement Date”: [May 7, 2025].
- 3.6. “Termination Date”: [July 1, 2028]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by Town in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with Town.** In performing services under this Agreement, Consultant shall coordinate all contact with Town through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1. Only the Town Manager or Town Council may authorize extra and/or changed work. Consultant expressly recognizes that other Town personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Council's or Town Manager's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the Town of the fact. Town shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that Town determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between Town and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the Town Manager or Town Planning & Building Director.
 - 5.2.3. In the event Town determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by Town staff, said determination may be appealed to the Town Council as long as a written appeal is submitted to the Town Manager within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The Town Manager's or Town [Planning & Building Director]'s decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a Town business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to Town. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed Town official's campaign or committee in an amount of more than five hundred fifty dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to Town prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Town may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David Early shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Town's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to Town that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. If Town and Consultant cannot agree as to the substitution of key personnel, Town may terminate this Agreement for cause.

- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, Town or authorized representatives of Town shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by Town do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to Town as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and 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 Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Town. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of Town, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to Town for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultant shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. **Compensation for Subconsultants.** Town shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. Town shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** Town agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit B in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Town in advance.
- 7.2. **Invoices.** Consultant shall submit to Town an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** Town shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by Town through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of Town.
- 7.6. **Town Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Town is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, Town shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold Town, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Town without restriction or limitation upon its use or dissemination by Town except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to Town, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of Town or that it or they have the power to bind or commit Town. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Town.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to Town as an employer. Consultant shall not be entitled to any benefits. Town makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this

Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of Town, Consultant shall indemnify, defend, and hold harmless Town for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Town.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “Town” shall include Town, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify Town.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend Town from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant’s alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant’s performance under this Agreement or failure to comply with any provision in this Agreement. The Town’s right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. The Town shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend the Town hereunder has arisen.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Town for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of Town.
- 11.4. **Attorneys’ Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of Town’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.4.1. **Attorneys’ Fees in Enforcing Indemnity.** Attorneys’ fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.
- 11.5. **Defense Deposit.** Town may request a deposit for defense costs from Consultant with respect to a claim. If Town requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Town.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** Town does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by Town shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** Town will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with Town:
- Certificate of Insurance, indicating companies acceptable to Town, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: CEQA Evaluation and Documentation.
 - Documentation of Best's rating acceptable to the Town.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
 - General Liability:
 - General Aggregate: \$4,000,000

- Products Comp/Op Aggregate \$1,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$2,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the

commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** Town, its Town Council, Commissions, officers, and employees of Yountville must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The Town must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by Town, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, Town has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Town of

Yountville, Attn: Aaron Hecock, Planning & Building Director, 6550 Yount Street, Yountville, CA 94599.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Town. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against Town. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to Town.** Consultant shall report to Town, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to Town. Town may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, Town must approve all such amounts prior to execution of this Agreement.

Town has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to Town's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify Town under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **Town Cooperation in Performance.** Town shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against Town relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Town may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on:
(i) the day of delivery if delivered by hand, facsimile or overnight courier service during

Consultant's and Town's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Town

Aaron Hecock, AICP
Town of Yountville
Director of Planning & Building
6550 Yount St.
Yountville, CA 94599
Telephone: (707) 944-8851
Email: ahecock@yville.com

If to Consultant:

David Early
2040 Bancroft Way, Suite 400
Berkeley, CA 94704
Telephone: (510) 507-3711
Email: dearly@placeworks.com

With courtesy copy to:

Gary B. Bell
Yountville Town Attorney
Colantuono, Highsmith & Whatley, PC
333 University Avenue, Suite 200
Sacramento, CA 95825
Phone (916) 400-0370
Email: gbell@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **Town Termination.** Town may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If Town should terminate this Agreement, Consultant shall be compensated for all work satisfactorily

performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by Town shall be determined by the Town Manager in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by Town pursuant hereto.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to Town only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of Town's last payment shall be relinquished to Town. Town may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, Town may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by Town by virtue of Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Town shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** Town retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by Town and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Town. Town shall grant such consent if disclosure is legally required. All Town data shall be returned to Town upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or 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. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with Town's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Multiple Phase Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting the Town with any portion of the Town's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Town. The Town shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Town to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.
- 18.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Town or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Town's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.13. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Napa. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Town”
Town of Yountville

“Consultant”
PlaceWorks

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Hilary Gaede, Town Clerk

Date: _____

Approved as to form:

By: _____
Gary B. Bell, Town Attorney

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Towns are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the Town with your application.

1. No Town Councilmember or Commissioner/Boardmember shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months after the date a final decision is rendered by the Town. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a Town proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Councilmember or Commissioner/Boardmember by the party or party's agent during the 12 months preceding the proceeding. No party or participant in a Town proceeding shall make a contribution of more than \$500 to a Councilmember or Commissioner/Boardmember while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the Town. No agent to a party or participant shall make a contribution in any amount to a councilmember or Commissioner/Boardmember during the proceeding and for 12 months following the date a final decision is rendered by the Town.
3. Prior to considering your application, any Councilmember or Commissioner/Boardmember who received a contribution of more than \$500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Councilmember or Commissioner/Boardmember receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that Councilmember or Commissioner/Boardmember shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the Town for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Councilmember or Commissioner/Boardmember within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current Town Councilmembers and Commissioner/Boardmembers are available on the Town's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the Town Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- ☐ License
- ☐ Permit
- ☐ Franchise
- ☐ Mills Act or Development Agreement
- ☐ Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- ☐ Lease
- ☐ Other Entitlement⁴

Name and address of any party, participant, or agent who has contributed more than \$500 to any Councilmember or Commissioner/Boardmember within the preceding 12 months. If none, write in "none:"

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

(c) Name of Councilmember or Commissioner/Boardmember to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by Town:

Document No.: _____

⁴ "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California 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. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless Town for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A

April 28, 2025

Brad Raulston and Aaron Hecock
Town of Yountville
6550 Yount Street
Yountville, CA 94599

Subject: Yountville Commons Permitting and CEQA Scope of Work

Dear Brad and Aaron,

This document describes the scope of work that PlaceWorks will implement to assist the Town of Yountville in permitting and performing an evaluation under the California Environmental Quality Act (CEQA) for the Yountville Commons project.

Understanding of the Project

The project site is a single 6.8-acre parcel that formerly housed the Yountville Elementary School. The elementary school was closed in June 2020, and the site was purchased by the Town from the Napa Valley Unified School District in April 2024.

The proposed project consists of the following components:

- Demolition of the former school administration building.
- Development of a civic promenade along Yount Street featuring up to 8,000 square feet of ground floor space for as-yet undetermined civic uses such as a possible museum, small medical facility or artist studios and housing units above.
- Creation of a mixed-use “locals’ hub” featuring ground floor retail space, possibly to include a local food hub, with residential units above the retail uses.
- Construction of a total of up to 150 units of short- and long-term housing in the buildings of the civic promenade, the locals’ hub and a cluster of housing on the southern portion of the site. At least 72 of the units will be affordable to meet the Town’s assigned Regional Housing Needs Allocation (RHNA).
- Relocation of the recently-created dog park to the southeast corner of the site along Finnell Road near Hopper Creek.
- Retention and new landscaping of a portion of the ballfield to create an informal park area.
- Development of a three-lane exercise pool near Schmitt Hall, along with pool locker rooms to be added to the Schmitt Hall building.
- Approximately 125 parking spaces in two lots, which will replace the existing parking lot on site and add additional parking as well.
- Retention of Yountville Fit, Schmitt Hall, the farmstand garden and the farmstand.

Scope of Work

PlaceWorks and its subconsultants will conduct the following tasks for the project:

Task 1. Project Management

PlaceWorks will manage the project by staying in contact with Town staff, providing updates on our work as needed, submitting monthly invoices, and attending up to five in-person staff-level meetings.

Task 2. Project Description

PlaceWorks will review the project description already prepared by PlaceWorks with Town staff and make any necessary edits to it.

Task 3. Permitting

PlaceWorks will assist the Town with permitting for the project, including the following:

- Advising on creation of a parcel map for subdivision of the site. The parcel map itself will be prepared by others, probably a civil engineering firm.
- Developing one or more amendments to the Town's existing Zoning Code or developing new base or overlay zones to accommodate the project.
- Preparing a zoning map of the site.
- Attending one hearing each of the Planning Commission and Town Council to approve the subdivision and zoning maps.

Approval of the subdivision map, the new zoning and the project itself cannot occur until the CEQA document described in Task 4 is certified by the Town.

Task 4. CEQA Analysis

PlaceWorks has reviewed the Town's existing General Plan Environmental Impact Report (EIR) and believes that this project can be cleared through an Addendum to that document. PlaceWorks' efforts on preparing the Addendum will be as follows:

4.1 Environmental Review

PlaceWorks will review all environmental issues covered in the Yountville General Plan EIR to document how any potential environmental effects of the project will be identified and mitigated due to existing Town policies, State and federal regulations, and mitigation measures in the General Plan EIR.

This work will include three technical studies to be conducted by outside subconsultants working as subconsultants to PlaceWorks, which are attached to this scope:

- Environmental Collaborative will conduct a **biological resource assessment** of the site to identify any sensitive resources, regulatory implications, and recommendations to avoid or minimize potential adverse impacts, particularly to the Hopper Creek riparian corridor.
- ECORP will conduct a **cultural resources inventory** and evaluation of the site to identify any cultural resources within the project site, including both a site assessment for archaeological artifacts as well as an evaluation of the historical significance of the 1949 school building to be demolished.
- Padre Associates will conduct a **Phase I Environmental Site Assessment** of the site to identify the potential hazardous materials to exist on the project site and provide recommendations regarding them.

4.2 Addendum Preparation

Using the information assembled in Task 4.1, PlaceWorks will prepare an Addendum to the Yountville General Plan EIR to cover the project as described in the Project Description to be finalized in Task 2. The Addendum is expected to include the following contents:

- A brief description of the existing General Plan and its certified EIR.
- The project description developed in Task 2.
- Documentation of each of the potential environmental effects of the newly proposed project and how these effects would be addressed by existing Town policies, State and federal regulations, and mitigation measures in the General Plan EIR, as developed in Task 4.1.
- An explanation of why a subsequent EIR wasn't required, with references to substantial evidence as developed in Task 4.1.

4.3 Addendum Certification Hearings

PlaceWorks staff will attend one hearing each of the Planning Commission and Town Council to approve the Addendum.

4.4 Notice of Determination

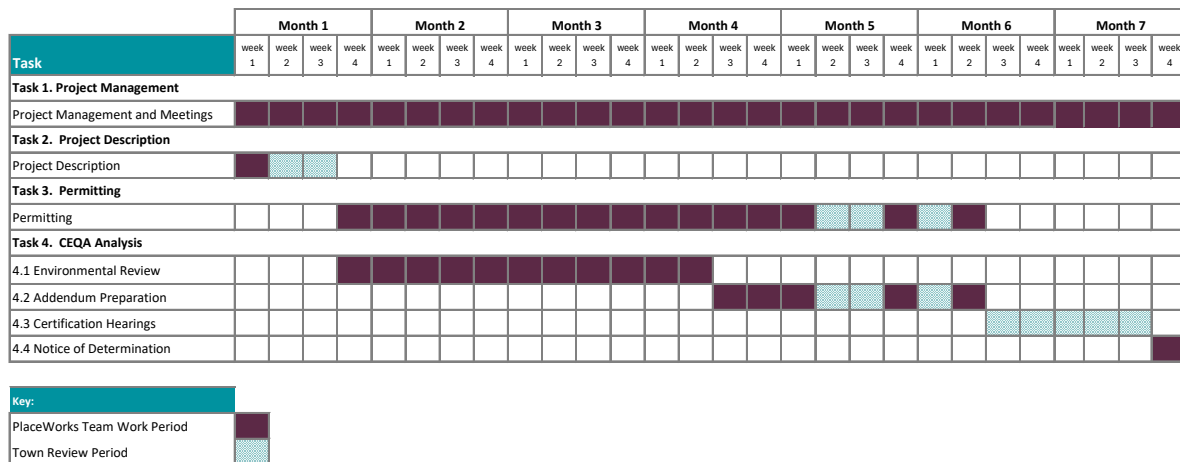
Within five days of approval of the project and the Addendum, PlaceWorks will prepare the Notice of Determination (NOD) to be filed by the Town at the Napa County Clerk's Office and posted to the Town's website. PlaceWorks will submit the NOD to the State Clearinghouse via CEQAnet. We have not included any filing fees since the Addendum should not require the payment of California Department of Fish and Wildlife fees.

Task 5. Additional Assistance

As an optional task, PlaceWorks will be available to assist on other aspects of project planning, permitting and review, on a time-and-materials basis outside of the budget that accommodates Tasks 1 through 4.

Proposed Schedule

Our proposed schedule is provided below. We anticipate that the Addendum to the entire project can be completed in seven months.



Estimated Costs

As shown in the table on the next page, our estimated cost to complete the scope of work described in this proposal is \$151,455. The PlaceWorks team will complete this scope of work for a fixed fee not to exceed this amount. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Table 1. Cost Estimate

TASK	COST
Task 1. Project Management	\$31,055
Task 2. Project Description	\$5,390
Task 3. Permitting	\$25,310
Task 4. CEQA Analysis	\$43,090
Subtotal	\$103,685
Expenses	\$965
*Subconsultant – Environmental Collaborative (biological resources)	\$8,800
*Subconsultant – ECORP (cultural resources)	\$31,625
*Subconsultant – Padre Associates (hazardous materials)	\$6,380
GRAND TOTAL	\$152,615
Note: *Fee includes PlaceWorks 10% subconsultant markup.	

We look forward to continuing to work with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me.

Respectfully submitted,

PlaceWorks



David Early
Senior Advisor

Attachments:

Scope of Work from:

- Environmental Collaborative (biological resources)
- ECORP (cultural resources)
- Padre Associates (hazardous materials)

Cultural Resources Scope of Work: ECORP



April 18, 2025
(P25-232)

Madeline Miller
PlaceWorks, Inc.
2040 Bancroft Way, Suite 400
Berkeley, CA 94704
Email: mmiller@placeworks.com

Subject: *Proposal to Provide Cultural Resources Support Services for the Yountville Commons Project, Town of Yountville, Napa County, California*

Greetings:

ECORP Consulting, Inc. is pleased to provide this proposal for cultural resources support services for the Yountville Commons Project, located at 6554 Yount Street in Yountville, Napa County, California. The Scope of Work and Cost Estimate below provides the technical approach and costs proposed by ECORP for this effort. Important costing assumptions follow.

SCOPE OF WORK

Task 1 – Cultural Resources Inventory and Evaluation

ECORP will conduct a cultural resources inventory of the Project Area as described above. The cultural resources inventory will be conducted under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. This study will be conducted pursuant to compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act.

The scope of work for the cultural resources inventory includes a records search of the California Historical Resources Information System (CHRIS) and literature review for the Project Area. ECORP will request a records search of the CHRIS from the Northwest Information Center (NWIC) located at California State University-Sonoma. Due to the high number of historic-era structures in the town of Yountville, the CHRIS records search will identify the locations and extent of previous surveys conducted within 0.25 mile of the Project Area (rather than 0.5 mile) and will determine if there are any known cultural resources (i.e., pre-contact [prehistoric] or historic archaeological sites or historic-period features) located within or near the Project Area. In addition, the records search will identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) located within or near the Project Area.

ECORP will also request a search of the Sacred Lands File from the NAHC. The Sacred Lands File search will identify any known sensitive or sacred Native American resources located within or near the Project Area. It should be noted that the Sacred Lands File search will not constitute consultation in compliance with Senate Bill (SB) 18, Assembly Bill (AB) 52, or Section 106 of the National Historic Preservation Act

(NHPA). SB 18, AB 52, and Section 106 consultation are separate processes from cultural resources technical studies and are not included in this scope of work.

ECORP will complete an intensive field survey of the Project Area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. An ECORP archaeologist will closely examine the Project Area for surface evidence of cultural materials, including pre-contact and historic-period (i.e., over 50 years of age) cultural deposits and features. ECORP assumes no resources will be recorded within the Project Area as a result of the field survey. If any resources are identified in the Project Area, they will be documented and mapped in detail in accordance with the standards of the California Office of Historic Preservation (OHP).

Based on preliminary review and background provided by the client for the project, ECORP has identified that the elementary school, built in 1948, exceeds the age threshold (older than 50 years) to be considered a cultural resource. Pursuant to compliance with CEQA, and Section 106, ECORP will document and evaluate the school against the eligibility criteria of the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). The evaluation will be incorporated into the cultural resources report to support the CEQA document.

ECORP will prepare a cultural resources inventory report that documents the methods and results of the CHRIS records search, Sacred Lands File search, field survey, and evaluation of the elementary school. The report will include a brief summary of the environmental setting and cultural background of the Project Area, will describe any cultural resources within the Project Area in detail. The report will also present recommendations for further work, if needed. All correspondence with the NAHC will be provided as an attachment to the report. If cultural resources are identified inside the Project Area as part of the inventory, the report will provide brief descriptions only and ECORP will provide a contract amendment proposal to record, map, and evaluate their significance under state and federal law.

SCHEDULE

ECORP will submit the deliverables to the Client within 90 calendar days of the receipt of a notice to proceed and all required data needs. This schedule may be affected and/or delayed by third parties, including the California Historical Resources Information System. ECORP will strive to provide the deliverable sooner than anticipated, but reserves the right to use the entire timeframe specified herein, subject to the stated assumptions.

COST ESTIMATE

The cost will be billed on a TIME AND MATERIALS basis. The cost estimates to complete the work are presented in the following table. ECORP reserves the right to flex the budget between and among line items and comparable staff to reflect the actual distribution of effort required.

Table 1 – Cost Estimate

Activity/Task(s)	Cost (\$)
Task 001 – Cultural Resources Inventory and Structure Evaluation	\$28,750
TOTAL COST ESTIMATE	\$28,750

Costing Assumptions

- ◆ The cost proposal is presented on a Time-and-Materials basis.
- ◆ Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances, including agency or other delays. ECORP will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP will offer separate proposals for any out-of-scope work.
- ◆ ECORP Consulting, Inc. assumes that, by receipt of notice to proceed, full access to the property will be provided by the Client, including keys to locked gates and advance notice to existing property tenants of our right of entry.
- ◆ ECORP Consulting, Inc. has not been delegated authority under applicable state or federal law to carry out consultation with Native American tribes; therefore, tribal outreach, coordination, or consultation is not included in this scope of work. Should these services be required, they will be separately negotiated in coordination with the applicable lead agencies.
- ◆ Site recording, archaeological test programs and evaluation of historic period buildings are not included in the scope of work. Should these services be required, they will be separately negotiated.
- ◆ The cost estimate assumes that the letter report need not include a full cultural context or regulatory context, and will only report methods and results of a negative survey (no cultural resources observed). It also assumes that no justification for building age will be required, other than printouts of the Assessor Parcel Data.
- ◆ Project meetings, hard copies of reports, site recording, evaluation, surveys of off-site infrastructure, archaeological excavations, and other tasks not specified above are not included. Should these services be required, they will be separately negotiated.
- ◆ ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of ECORP Consulting, Inc.
- ◆ The fee for records search information at the California Historical Resources Information Center has been estimated herein; however, the actual cost of the information will not be known until after the Information Center provides the information. Client agrees to pay the full fee from the Information Center in accordance with the Rate Schedule.

- ◆ *In compliance with the terms of agreement between ECORP and the California Office of Historic Preservation, one unbound copy of the final report will be submitted to the appropriate confidential OHP Information Center within 60 days of completion, where it will be archived and remain confidential (accessible only by qualified archaeologists; note that this is required, regardless of project status, and does not affect project approval).*
- ◆ *It is assumed that ECORP Consulting, Inc. can use and rely on the data and information contained in the project related documents provided by the Client. ECORP Consulting, Inc. will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.*
- ◆ *Change orders will be issued and signed by the Client and ECORP Consulting, Inc. before starting additional work not provided for in the original proposal. If the Client's authorized representative is not available for a signature, the additional out-of-scope work will not commence until the change order is signed.*
- ◆ *This cost is valid for a period of 90 days from the date of this proposal. Beyond 90 days, ECORP Consulting, Inc. reserves the right to reevaluate the cost.*
- ◆ *Color copies, equipment, and other direct expenses are reimbursed with a 14% administrative handling charge (excluding mileage). These charges are included in the cost estimate, above.*
- ◆ *Subcontractor expenses (if any) are reimbursed with a 12% administrative handling charge. These charges are included in the cost estimate, above.*
- ◆ *Mileage is reimbursed at the current IRS rate. These charges are included in the cost estimate, above.*

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, please call me at (916) 782-9100.

Sincerely,

ECORP Consulting, Inc.

A handwritten signature in black ink, appearing to read 'Jeremy Adams', with a stylized, flowing script.

Jeremy Adams

Assistant Operations Manager/Senior Architectural Historian

Attachment: Fee Schedule

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ECORP Consulting, Inc. – 2025 Rates¹

Principal V	\$420
Principal IV	\$350
Principal III.....	\$300
Principal II.....	\$255
Principal I.....	\$240
Professional XI.....	\$255
Professional X.....	\$235
Professional IX.....	\$215
Professional VIII	\$200
Professional VII	\$185
Professional VI	\$175
Professional V	\$165
Professional IV	\$150
Professional III.....	\$140
Professional II.....	\$130
Professional I.....	\$120
Technician IV	\$115
Technician III	\$110
Technician II	\$100
Technician I	\$90
Project Admin III.....	\$130
Project Admin II.....	\$110
Project Admin I.....	\$100

¹Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, Geospatial Specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.

Madeline Miller

April 18, 2025

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5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. Hourly rates will escalate at a rate of 3% per annum.

Biological Resources Scope of Work: Environmental Collaborative

Jim Martin

Environmental Collaborative

The Biological Resource Assessment (BRA) will involve the following tasks - background review, site reconnaissance survey, and report preparation. Available information will be reviewed to determine whether any known resources have been reported from the site, including the California Natural Diversity Data Base (CNDDB) maintained by the California Department of Fish and Wildlife, the National Wetland Inventory maintained by the U.S. Fish and Wildlife Service (USFWS), critical habitat units designated by the USFWS and National Marine Fisheries Service, among other sources. The focus of the field survey will be to confirm that suitable habitat for special-status species is absent on the site, verify conditions along Hopper Creek and likely limits or regulatory agency jurisdiction, presence or potential for nesting raptors and other native birds, presence or potential for roosting bats, and location of native trees. A report will be prepared describing the findings of the information review and field reconnaissance surveys. Maps showing occurrence data from the CNDDB, location of native trees, and any other sensitive resources will be included in the BRA. No protocol surveys are proposed as part of this scope or believed necessary based on the largely developed condition of the site. Our scope assumes that adequate setbacks will be provided from the Hopper Creek corridor and that permit authorizations from regulatory agencies such as CDFW under Section 1600 of the Fish and Game Code, the Regional Water Quality Control Board under Section 401 of the Clean Water Act and the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act will not be required.

Tasks, hours and costs are detailed below. I'm assuming I won't need to attend any meetings and that PlaceWorks will handle the CEQA piece for this, using my BRA. But if envelopes are pushed and we have impacts to Hopper Creek or other resources, this would require an expanded scope and cost.

Background Review - 4 hrs

Site Review - 6 hrs

BRA preparation - 24 hrs

Planning Input - 4 hrs

This estimate comes to a total of 38 hours at my rate of \$200 and with \$400 in expenses for travel and graphics, this comes to a total non-to-exceed of \$8,000.00

Hazardous Materials Scope of Work: Padre Associates



 **ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS**

April 23, 2025

Project Number: 2501-1741

Terri McCracken, Principal
PlaceWorks
2040 Bancroft Way, Suite 400
Berkeley, California 94704

Subject: Proposal to Complete a Phase I Environmental Site Assessment
Sunshine Gardens Elementary School, South San Francisco, CA

Dear Ms. McCracken,

Padre Associates, Inc. (Padre) appreciates the opportunity to provide PlaceWorks with this proposal to complete a Phase I Environmental Site Assessment (ESA) for the Yountville Commons project, located at 6554 Yount Street in Yountville, Napa County, California (Subject Property). A site map is attached.

Padre understands that the Subject Property was purchased by the Town of Yountville from Napa Valley Unified School District, and was previously occupied by the Yountville Elementary school, which closed in June 2020. According to Napa County the Subject Property consists of 6.83-acres and is identified as assessor's parcel number (APN): 036-070-026-000.

This proposal is based on the American Society for Testing and Materials (ASTM) Standard Practice Designation E 1527-21. The proposed scope of services is presented below followed by a cost summary.

SCOPE OF SERVICES

Phase I Environmental Site Assessment

Task 1 - Site History

Padre will research and review pertinent, readily available geologic and hydrogeologic literature, and available historical aerial photographs, Sanborn Fire Insurance Maps, and topographic maps of the Subject Property and surrounding area. Additionally, Padre will interview knowledgeable personnel identified by the client who are familiar with the historical operations at the Subject Property and will review documents supplied by the current property owner.

Task 2 - Site Reconnaissance

Padre will perform a reconnaissance of the Subject Property and evaluate the Subject Property and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance will include a detailed site visit to assess the presence of on-site hazardous substances use, storage, treatment, and/or disposal.

Task 3 - Regulatory Agency Review

Padre will obtain a current governmental database search report for the Subject Property and the area within a one-mile radius of the Subject Property. Padre will also contact applicable municipal, county, state, and federal agencies to review readily available files, records, permits, and known site lists, as well as interview knowledgeable agency personnel.

Task 4 - Report Preparation

Padre will prepare and submit a report summarizing the results of our findings, which will present our interpretations and recommendations as they pertain to hazardous substances at the Subject Property and adjacent areas. Padre will recommend an additional assessment, if warranted, based on information from the assessment. Padre will submit an electronic copy of the final report.

SCHEDULE

Padre is prepared to begin work on the proposed environmental services within one week of receiving authorization. The scope of services described herein is estimated to be completed within 5-6 weeks from project initiation.

COST SUMMARY

The scope of services detailed herein will be performed on a fixed fee basis in accordance with Padre's Professional Services Agreement and General Conditions for a cost of *five-thousand, eight-hundred dollars (\$5,800)*. This proposal does not include the cost of obtaining a property title search, which would be completed at additional cost if requested by the client.

Padre appreciates the opportunity to provide environmental consulting services to PlaceWorks. If you have any questions or require additional information, please contact the undersigned at (916) 333-5920, Ext. 240.

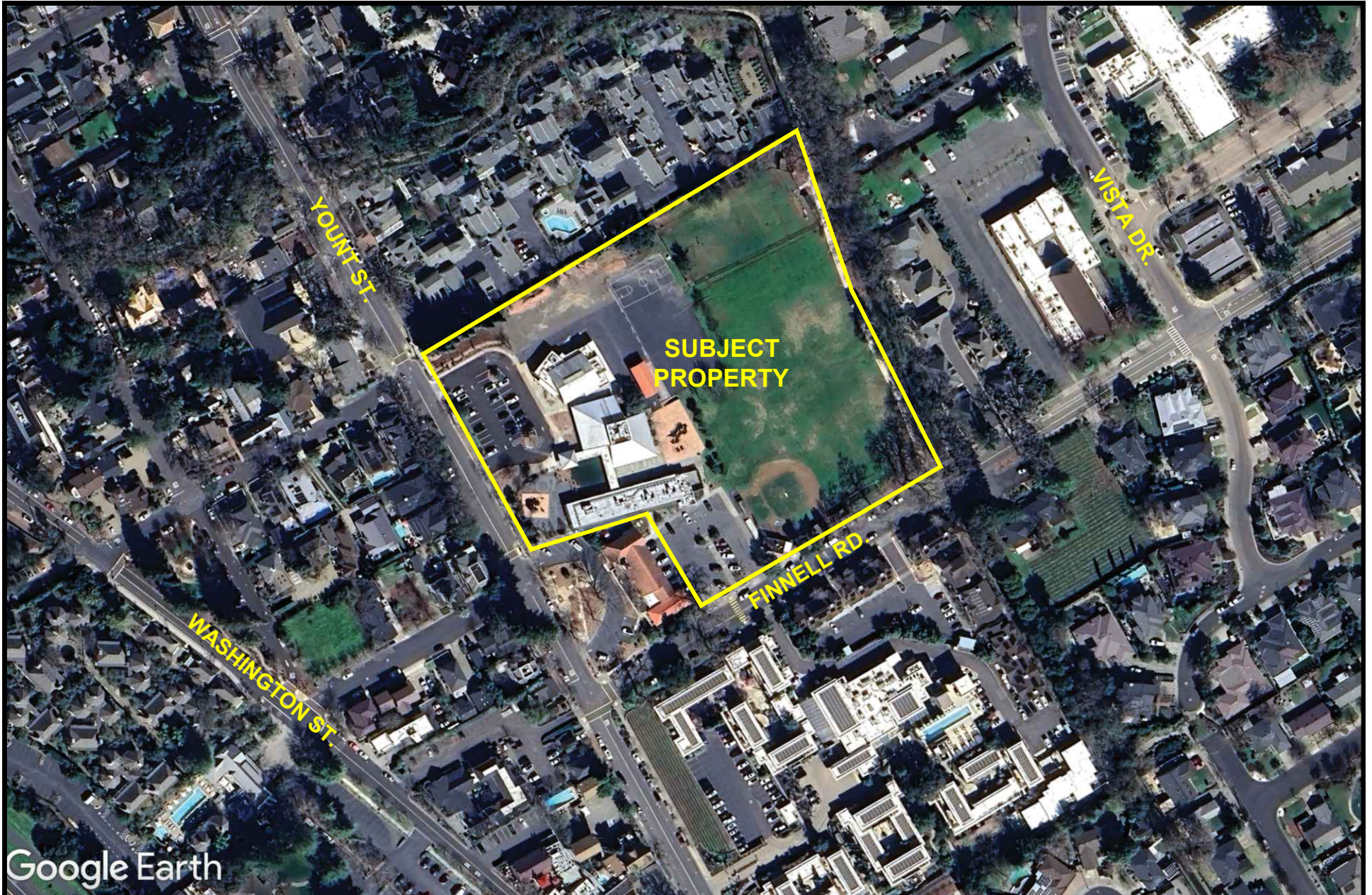
Sincerely,
PADRE ASSOCIATES, INC.




Alan J. Klein, R.E.P.A., C.P.E.S.C., QSD/QSP
Associate Senior Environmental Scientist

ATTACHMENTS: Plate 2: Site Map
 Professional Services Agreement and General Conditions
 2024 Standard Fee Schedule

Cc: Madeline Miller, Associate I, PlaceWorks
 David Early, Senior Advisor, PlaceWorks



 padre associates, inc. ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS	GOOGLE EARTH IMAGERY (02/25)	YOUNTVILLE COMMONS 6554 YOUNT STREET YOUNTVILLE, NAPA COUNTY, CA				PLATE 2 SITE MAP
		PROJECT NO. 2501-1741	DATE 4/23/25	DR. BY AC	APP. BY AJK	



PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between **PADRE ASSOCIATES, INC.** (CONSULTANT), and **PLACEWORKS** (CLIENT). This AGREEMENT is subject to the GENERAL CONDITIONS, printed on the second page, along with any other attachments specifically referenced herein.

Date: April 23, 2025

Project No: 2501-1741

Client: PlaceWorks

Contact: Terri McCracken, Principal

Address: 2040 Bancroft Way, Suite 400
Berkeley, CA 94704

Phone: (510) 848-3815

Padre Contact: Alan Klein, Project Manager

Phone: (916) 333-5920 x240

Project Title: Yountville Commons, 6554 Yount Street, Yountville, CA.

Scope of Services: ☒ Phase I Environmental Site Assessment

Compensation: ☒ \$5,800.

Terms and Conditions: ☒ Attached

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

CLIENT:

CONSULTANT:

PLACEWORKS

PADRE ASSOCIATES, INC.

BY:

BY: Alan J. Klein

Date:

Date: April 23, 2025

GENERAL CONDITIONS

1. PAYMENT. CLIENT accepts responsibility for payment of CONSULTANT under the conditions stated herein. All invoices are due and payable upon presentation. Amounts unpaid more than thirty (30) days after the date of the invoice shall bear interest at the rate of one-and-one-half (1.5) percent per month or the maximum rate permitted by law, whichever is less.

2. STANDARD OF CARE. CLIENT recognizes that site and subsurface conditions may vary from those observed at locations where drill holes, surveys, or explorations are made, and that site and subsurface conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for information provided by others.

CONSULTANT agrees to strive to perform the services set forth in this AGREEMENT in accordance with generally accepted professional engineering and geologic practices, in the same or similar localities, at the time the services are performed. CONSULTANT's services shall not be subject to any express or implied warranties whatsoever.

3. CLIENT RESPONSIBILITIES. The CLIENT shall provide all information it has access to that relates to the site and may bear upon the services of the CONSULTANT, including, but not limited to, a legal description of the site, a site plan, the location of utilities and underground structures at the site, previous geologic/geotechnical reports and any previous environmental assessments and audits. The CLIENT shall obtain all necessary authorizations and permits to allow the CONSULTANT to have access to the site at reasonable times throughout contract performance. CONSULTANT will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and CLIENT agrees to assume responsibility for same. CLIENT agrees to assume responsibility for damages due to CONSULTANT's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided to CONSULTANT.

4. LIMITATION OF LIABILITY. CLIENT hereby agrees that to the fullest extent permitted by law the CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this AGREEMENT from any cause or causes, including, but not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of the CONSULTANT under this contract or \$50,000.00, whichever is greater. CLIENT and the CONSULTANT further agree that, to the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, or consequential damages.

5. INDEMNIFICATION. CLIENT shall defend, indemnify, and hold harmless CONSULTANT and its directors, officers, shareholders, employees, contractors, subcontractors, agent, or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of CONSULTANT's negligence: (a) exceed the limitation on CONSULTANT's liability provided for in Article 4, or (b) result from, arise out of, or are in any way connected with: (i) acts or omissions of CLIENT, CLIENT's employees, agents, and subcontractors and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, treatment, or transport of waste materials.

CLIENT agrees that CONSULTANT had nothing whatsoever to do with the creation, existence, or presence of asbestos, hazardous substances, or pollutants on or near the subject property. Accordingly, and to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to CONSULTANT's reports or recommendations concerning this AGREEMENT, CONSULTANT's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of CONSULTANT, its agents, subcontractors, or employees.

6. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS. If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project costs will be reconsidered and that this contract shall immediately become subject to renegotiation or termination.

7. SAMPLE DISPOSAL. Samples of unpolluted soil and rock will be disposed of by the CONSULTANT thirty (30) days after submission of the final Report. If samples are suspected to contain hazardous substances as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing (i) return such samples and materials to CLIENT, or (ii) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assumes title to said waste.

2024 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 220/hr
Principal Professional	\$ 190/hr
Senior Professional II.....	\$ 170/hr
Senior Professional.....	\$ 160/hr
Project Professional II.....	\$ 135/hr
Project Professional	\$ 125/hr
Staff Professional II.....	\$ 115/hr
Staff Professional.....	\$ 100/hr
Senior Technician (Non-Prevailing Wage).....	\$ 95/hr
Senior Technician (Prevailing Wage).....	\$ 115/hr
Technician (Non-Prevailing Wage)	\$ 85/hr
Technician (Prevailing Wage)	\$ 110/hr
Senior GIS/CAD Specialist.....	\$ 115/hr
GIS/CAD Specialist.....	\$ 100/hr
Drafting.....	\$ 80/hr
Word Processing/Technical Editor	\$ 85/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$450 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Per Diem (Overnight Stay)	\$ 220/night
Vehicle (Company).....	\$ 90/day
Arrow GPS/Day	\$ 200/day
Meteorological Weather Station	\$ 150/week
Mileage (Private Vehicle).....	\$ IRS Std

PSA #: _____

EXHIBIT B

Staff Person	Early	Goodfellow	McCracken	El Chammas	Miller	Reddy	Docs	Totals
Hourly Rate	\$335	\$235	\$275	\$235	\$155	\$145	\$150	
1. Project Mgmt								
Ongoing Mgmt	10	10	15		10			\$11,375
Meetings (5 total)	30	12	18		12			\$19,680
2. Project Description	4		6		8	8		\$5,390
3. Permitting								
Parcel map	4							\$1,340
Zoning text	8	40					10	\$13,580
Zoning map	4	4				6		\$3,150
Hearings	16	8						\$7,240
4. CEQA								
Review	4		20		80			\$19,240
Document Prep	4		12	6	48	12	10	\$16,730
Certification Hearings			16		8			\$5,640
Notice of Dermination			2		6			\$1,480
Total Hours	84	74	89	6	172	26	20	471
Total Cost	\$28,140	\$17,390	\$24,475	\$1,410	\$26,660	\$3,770	\$3,000	\$104,845
Expenses								
Mileage	10 trips @ 95 miles per trip @ .70 per mile						\$665	
Meals	15 meals @ \$20 each						\$300	
Total Expenses								\$965
Subconsultants (including 10% markup)								
Environmental Collaborative								\$8,800
ECORP								\$31,625
Padre Associates								\$6,380

Grand Total	\$152,615
Plus 20% Contingency	\$183,138