

**PROFESSIONAL SERVICES  
AGREEMENT BETWEEN  
ORCHARD, HILTZ & MCCLIMENT, INC.  
AND THE CITY OF ANN ARBOR FOR  
ENVIRONMENTAL ASSESSMENTS**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and ORCHARD, HILTZ & MCCLIMENT, INC., a Michigan corporation, 34000 Plymouth Road, Livonia, Michigan 48150 ("Contractor"). City and Contractor agree as follows:

**1. DEFINITIONS**

**Administering Service Area/Unit** means **Administration / Sustainability and Innovations**.

**Contract Administrator** means Missy Stults, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

**Deliverables** means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

**Effective Date** means the date this Agreement is signed by the last party to sign it.

**Services** means Environmental Assessments as further described in Exhibit A.

**2. DURATION**

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

**3. SERVICES**

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

#### **4. INDEPENDENT CONTRACTOR**

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **5. COMPENSATION OF CONTRACTOR**

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$88,500.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit A. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit A. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit A.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **6. INSURANCE/INDEMNIFICATION**

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work

under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
  - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
  - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
  - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
  - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an

additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

## 7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815;

and otherwise to comply with the requirements of Chapter 23.

**8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR**

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

**9. OBLIGATIONS OF THE CITY**

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

## **10. ASSIGNMENT**

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

## **11. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **12. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise

of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

### **13. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to Contractor:

ORCHARD, HILTZ &  
MCCLIMENT, INC.  
ATTN: George Tsakoff  
34000 Plymouth Road  
Livonia, Michigan 48150

If notice is sent to the City:

City of Ann Arbor  
ATTN: Missy Stults  
301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

### **14. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient

and waive any claim of non-convenience.

## **15. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

## **16. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **17. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

## **18. EXTENT OF AGREEMENT**

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted

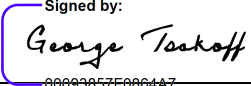
successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**19. ELECTRONIC TRANSACTION**

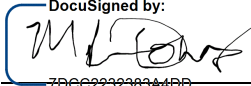
The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**ORCHARD, HILTZ  
& MCCLIMENT, INC.**

By:  Signed by:  
00093857F0804A7...  
Name: George Tsakoff  
Title: PE, Principal  
Date: 11/17/2025

**CITY OF ANN ARBOR**

By:  DocuSigned by:  
7DCC2232383A4DD...  
Name: Milton Dohoney Jr.  
Title: City Administrator  
Date: 11/19/2025

By:  DocuSigned by:  
627306896F804DD...  
Name: Atleen Kaur  
Title: City Attorney  
Date: 11/19/2025

*(Signatures continue on following page)*

**CITY OF ANN ARBOR**

DocuSigned by:  
By: Christopher Taylor  
D26062A97392421...

Name: christopher Taylor

Title: Mayor

Date: 11/20/2025

DocuSigned by:  
By: Jacqueline Beaudry  
5CFB24F59BD041E...

Name: Jacqueline Beaudry

Title: City Clerk

Date: 11/21/2025

## Scopes of Services – Environmental Reviews

The Office of Sustainability and Innovations is seeking external support to conduct National Environmental Policy Act (NEPA) reviews as part of a series of recently secured federal grants. These include the Charging and Fueling Infrastructure (CFI) program administered through the Federal Highway Administration and a Congressionally Directed Funding award through the U.S. Department of Housing and Urban Development. In total, this work needs to be completed by the dates specified in the schedule section below.

### Task One: Charging and Fueling Infrastructure Associated Work

The City of Ann Arbor was awarded a CFI grant to install electric vehicle (EV) chargers at up to 35 sites throughout the City. Part of receiving approval to install chargers from the Federal Highway Administration is the successful completion of NEPA reviews. To keep the project on time and on budget, the City is looking to contract with a firm to conduct these NEPA reviews at all 35 sites before the end of January 2026.

The City has been coordinating with the FHWA representative for the CFI grant program, who has confirmed that the NEPA review will be conducted utilizing the Michigan Department of Transportation (MDOT) 5323 Form. One form will be required for the project, with appropriate attachments for all 35 sites. FHWA has also indicated that the project is exempt from Section 106 review through the State Historic Preservation Office (SHPO) due to the scope of work. An exemption was published in the Federal Register in November 2022 exempting electric vehicle supply equipment (EVSE) from Section 106 requirements. This exemption does not apply to facilities requiring solar panels, photovoltaic canopies, or locations which require significant changes to the facility's materials, features, spaces, etc., including landscapes and streetscapes. However, the City plans to install Level 2 and DC Fast Chargers only, which fall under the exemption.

As such, the City is seeking a firm to complete and submit the NEPA 5323 Form to FHWA by the end of January 2026. The City expects that completion of this assignment will require the following actions:

- Meet with the City to kickoff the project.
- Completion of Project Details, Preparer Information, and Project Mapping section requirements in the 5323 Form. This information will be coordinated with City staff.
- Review of potential environmental impacts, including required mapping and documentation and completion of each section of the 5323 Form. The following environmental focus areas will be reviewed for each site:
  - Natural Rivers
  - Commercially Navigable Rivers and Streams
  - Coastal Zones
  - Wetlands
  - 100-yr Floodplains
  - Inland Lakes and Streams

- Water Quality
- Soil Disturbance
- Threatened and Endangered Species
- Historic Properties and Archeological Resources
- Section 4(f) and Section 6(f) Public Park, Recreation, and Refuges
- Agricultural Properties
- Contamination Sites
- Traffic Impacts
- Noise Impacts
- Air Quality
- Document public involvement in the project in the 5323 Form. This information will be provided by City OSI staff.
- Assist the City with selection of a Project Classification (categorical exclusion, preparation of an EA, preparation of an EIS). Document in the 5323 Form.
- Engineer's certification of the environmental clearance form.
- One (1) revision of the 5323 Form based on FHWA comments.

### **Deliverables**

The City anticipates two main deliverables for this task:

- Completed 5323 Form for submission to FHWA, including all required maps and attachments.
- One (1) revision of the submitted 5323 Form based on FHWA comments.

### **Task Two: Solar and EV Site Assessments**

The City of Ann Arbor previously received a Congressionally Directed Spending Grant to install solar and EVs at various sites throughout the city. This funding is administered through the U.S. Department of Housing and Urban Development's (HUD) Community Project Funding (CPF) program.

While the City has done some environmental assessments and work under this award, additional sites need to be added. In particular, the City now wishes to use this grant for additional solar work, HVAC electrification, battery storage, and EV charging at the City's new election center at 3021 Miller Road. There is also potential to add another 4-5 sites, but the locations are currently unknown.

As such, the City is seeking a contractor to complete all the required environmental assessments to determine if work can move forward at the Election Center and one additional, to be determined site. The City expects that completion of this assignment will require the following actions:

- Michigan State Historical Preservation Office (SHPO) Section 106 Application, Review & Administration
  - Conduct a literature review using site file information obtained from MI SHPO and online cartographic sources regarding previously identified

archaeological sites and surveys and archaeological potential in the Project Areas and a surrounding 1-mile radius.

- Conduct a desktop review of above-ground architectural/historic resources in the Project Areas and a surrounding 1.0-mile study area to account for potential indirect effects on above-ground properties near the Project (typically one parcel deep from the Project Areas).
- Photograph potential historic structures that are within one parcel of the Project Areas for inclusion in the MI SHPO Application for Section 106 Review as needed.
- Prepare a report summarizing the results of the literature review. The report will include an overview map of each Project Area, photographs of the project area, and digitized resource and survey locations, if applicable, within the survey area.
- Prepare a draft of the MI SHPO S106 application and required identification forms/above-ground identification table as needed; the S106 application will be finalized and submitted to SHPO by the City.
- Prepare a template letter for tribal consultation.
- National Environmental Protection Act (NEPA) Clearances
  - Prepare project background information for each site and submit a request for documentation from the appropriate regulatory agencies regarding social and environmental data sets pertaining to each site. Data will be requested from the following agencies: U.S. Fish and Wildlife Service (USFWS), Michigan Natural Features Inventory (MNFI), U.S. Environmental Protection Agency (USEPA), Department of Environment Great Lakes and Energy (EGLE), Michigan Department of Natural Resources (MDNR) and the Federal Emergency Management Agency (FEMA).
  - Review documentation provided by the regulatory agencies and compare to historical and spatial occurrence data and determine if potential impacts may occur as a result of proposed project activities.
  - Based on potential impacts to historical, social, or environmental resources, prepare summary reports where applicable following the data review for potential impacts and prepare Environmental Assessment Reports for each site as required as part of the HEROS NEPA submission.
  - The City will continue to act as the Responsible Entity on behalf of HUD. Contractor will act as a Partner User, assisting the City with reporting through the online system.

## **Deliverables**

The City anticipates four main deliverables for this task:

- Completed SHPO Application with appendices related to parcels impacted by the projects.

- Tribal Consultation letter template for the City-led consultation with federally recognized tribes.
- Technical Memo for all field analysis performed as part of environmental assessment along the project route, with associated figures.
- NEPA related forms for environmental clearances for the project areas will be uploaded via the HEROS online program.

## Project Fees

Task One: \$69,500

Task Two: \$19,000

TOTAL: \$88,500

Fee will be charged as outlined in Professional Services Agreement (PSA) dated August 16, 2025, for Civil Engineering and Surveying Services (RFP 25-27).

## Schedule

All work under task one must be completed by January 31, 2026. All work under task two must be completed by February 28, 2026.