

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 1, 2010

FROM: Kate Black, City Planner

SUBJECT: Consultant Services Contract with LSA Associates, Inc. for Environmental Consulting Work Related to the Proposed Townhouse Development at 408 Linda Avenue

RECOMMENDATION

1. Approve the attached Contract with LSA Associates, Inc. (Exhibit B, page 4) in the amount not to exceed \$60,105.00 for services related to the preparation of environmental documents pursuant to the California Environmental Quality Act, related to the proposed townhouse development at 408 Linda Avenue (Application #08-0099); and
2. Authorize the Finance Director to establish a “pass-through” account in the amount of \$60,105, funded by the Piedmont Station LLC, developers of the proposed development at 408 Linda Avenue, to pay for the afore-mentioned services with LSA.

INTRODUCTION

Staff is recommending that the Council approve the attached Contract with LSA Associates, Inc., to provide technical and professional assistance to the City in the preparation of environmental analyses and documents related to the proposed townhouse development at 408 Linda Avenue.

BACKGROUND

On March 28, 2008, the Piedmont Station LLC submitted an application to redevelop the abandoned PG&E substation site at 408 Linda Avenue with 7 new, four-story townhouses. Since then, City staff have been working with the development team toward getting an application complete enough for processing for design review. During that time, the development team paid for the preparation of an Initial Study pursuant to the California Environmental Quality Act (CEQA), and LSA Associates was retained by the City to prepare it. The Initial Study has determined that the preparation of a focused Environmental Impact Report (EIR) will be required pursuant to CEQA, in order for the City to take action on the application.

Exhibit B (page 4) is the Contract, which was prepared by the City Attorney. Attached to it is the Scope of Services proposed by LSA Associates, Inc. that sets forth the steps and budget necessary to complete the EIR (Exhibit C, page 8). The EIR will “focus” on the aspects of the project identified in the Initial Study that may potentially create a negative impact on the

environment, along with possible mitigation measures. Using standard methodologies required by CEQA, the preparation of the focused EIR is expected to take approximately 8 months. The contract amount is a not-to-exceed amount. Should the project encounter unexpected tasks not anticipated under the Scope of Services (such as an extraordinary number of written public comments that require written responses), additional funds will be required of the development team. Any funds remaining in the budget at the end of the process will be returned to the development team (for example, if fewer public hearings are needed).

Should the Council approve the Contract with LSA Associates, the Piedmont Station LLC will be required to provide the City with a check in the amount of \$78,136.50, to cover the cost of the preparation of the EIR (\$60,105.00) and the City's 30% administrative fee (\$18,031.50), which will be placed in the General Fund to cover City and staff costs to oversee the project.

The attached memorandum from City Attorney George S. Peyton (Exhibit A, page A) addresses some of the specific provisions of the Contract between the City and LSA Associates.

EXHIBITS:

Exhibit A	Page 3	Supplemental Memorandum form George Peyton
Exhibit B	Page 4	Contract to provide Consulting Services with LSA Associates, Inc.
Exhibit C	Page 8	LSA Scope of Services

City of Piedmont

SUPPLEMENTAL COUNCIL AGENDA REPORT

DATE: March 1, 2010

FROM: George Peyton, City Attorney

SUBJECT: CONTRACT CONSIDERATIONS - LSA Associates

SUPPLEMENTAL INFORMATION: As a supplement to Kate Black's Agenda Report, the attached Contract with LSA Associates is similar to a prior Contract with LSA Associates relating to EIR work on Blair Park, with three additions to basic Contract terms:

1. In Paragraph 4 on Compensation all of the language beyond the first sentence is new. The second sentence emphasizes that the Contract price of \$60,105.00 will not be exceeded except by prior written consent of the City. The third sentence requires LSA to immediately notify the City whenever it determines that there will be a possibility of an increase in their Scope of Services, particularly if this would cause an increase in cost to the City. Since the nature of the EIR work to be performed by LSA in connection with the 408 Linda Avenue Project may sometimes turn up whole new areas or new aspects of prior Tasks that must be investigated, this requirement is meant to give a rapid heads-up to the City. It should be kept in mind that the owners of the 408 Linda Avenue Project are providing the funding for the EIR Study, and would also be required to fund additional costs.
2. Paragraph 16 on Termination is new and follows recommended language suggested in the past by Council Member Fujioka. However, based on the suggestion of Kate Black, I have eliminated reference to a mutual ability to terminate without cause on 60 days notice as had been part of the original suggested language from Council Member Fujioka. The reasoning behind this is that we do not want to provide LSA an opportunity to terminate without cause, since it could cause a major delay in locating a new consultant to complete and to be brought up to speed on the EIR work, and undoubtedly would increase the cost. In addition, because of the City's prior very positive experience with LSA, it is very unlikely that the City would ever want to terminate without cause.
3. Paragraph 17 on Equal Opportunity also mirrors language previously recommended by Council Member Fujioka.

RECOMMENDATION: I join Kate Black in recommending that the City Council approve the attached Contract with LSA Associates. LSA has approved the Contract as attached.

CONTRACT

This Contract made March 1, 2010, between the City of Piedmont, California, a municipal Corporation, 120 Vista Avenue, Piedmont, California 94611, referred to as "City" and **LSA ASSOCIATES, INC**, hereinafter referred to as "Independent Contractor."

1. City is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. Independent Contractor agrees to perform these services for City under the terms and conditions set forth in this Contract.

3. Services

Independent Contractor shall provide documentation and associated services to meet the requirements of the California Environmental Quality Act (CEQA) for the 408 Linda Avenue Project as more specifically set forth in the Piedmont Station LLC - 408 Linda Avenue Townhouses Focused EIR Scope of Services Proposal ("the Proposal") dated February 11, 2010, which is attached hereto as Exhibit A and incorporated herein by reference.

4. Compensation

City will pay Independent Contractor an amount not to exceed **\$60,105.00** for the work set forth in the Proposal dated February 11, 2010, which is attached hereto and incorporated herein by reference. As stated in Exhibit A, attached hereto, the estimated budget will not be exceeded by Independent Contractor without the prior written consent of City. In addition, in connection with the work set forth in Independent Contractor's Scope of Services, Independent Contractor agrees that as soon as it is aware that it will be either necessary or appropriate to increase or expand its Scope of Services, particularly if this will require an increase in the amount of compensation above \$60,105.00 set forth above, Independent Contractor will immediately notify City of that fact in writing and promptly thereafter provide City with a detailed report on the expanded Scope of Services and any additional costs to City related thereto.

5. Term

The term of this Contract shall be until the completion of the items set forth in the Proposal dated February 11, 2010, which is attached hereto and incorporated herein by reference.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered agents or employees of City for any purposes, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities while they are under Contract with City. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Hold Harmless Agreement

Independent Contractor agrees to defend, indemnify and hold the City harmless from any and all damages to the extent caused by reason of the Independent Contractor's negligent performance of this Contract. Independent Contractor shall have the responsibility of defending the City at their sole expense against any claim or legal action whatsoever relating to such negligence of Independent Contractor and City in connection with this Contract and to pay any such damages found due in any such claim or legal action; provided that in the event a court of law determines that Independent Contractor is not responsible for specific percentage of such damages and/or attorney's fees and/or costs of defense related thereto, such specific percentage shall not be the responsibility of Independent Contractor. City shall have the option of providing its own separate legal defense at its own expense at anytime, in which case City shall notify Independent Contractor. If Independent Contractor's professional liability insurance does not provide coverage for the City's defense set forth in this Section 7, Independent Contractor shall reimburse City for City's cost of defense to the extent caused by and arising out of Independent Contractor's negligence.

8. Insurance

Independent Contractor shall provide proof of insurance in accordance with Exhibit B, Insurance Requirements for Contractors (or Consultants), which is attached hereto and incorporated herein by reference.

9. Disputes

In the event of any disputes or disagreements between the parties relating to this Contract, the parties will make good faith efforts to resolve any such dispute or disagreement by negotiations between the City Administrator and/or his designated representative(s) and a Principal or Vice President of Independent Contractor and/or their designated representative(s). No legal action will be filed pursuant to Paragraph 14 unless the parties have met at least once pursuant to this Paragraph 9.

10. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

11. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

12. Notices

Any notices to be sent pursuant to this Contract shall be directed to City at 120 Vista Avenue, Piedmont, California 94611, to LSA Associates, Inc. at 157 Park Place, Point Richmond, CA 94801, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

13. Governing Law

This Contract shall be governed by the laws of the State of California.

14. Attorney's Fees

In the event of legal action by one party against the other relating to this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

15. Time

Time is of the essence of this Contract.

16. Termination

Either party may terminate this Contract for cause as follows:

- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that have been violated, and a full statement of the facts surrounding the violations(s).

- (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
- (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
- (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide the necessary service, if the terminating party is the City.

17. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written

CITY OF PIEDMONT:

LSA ASSOCIATES, INC.

By: _____
Dean Barbieri, Mayor

By: _____
Malcolm Sproul, Asst. Secretary

Attest:

Approved as to form and legality:

Ann Swift, City Clerk

George S. Peyton, Jr., City Attorney

**PIEDMONT STATION LLC –
408 LINDA AVENUE TOWNHOUSES
FOCUSED EIR**

SCOPE OF SERVICES

Submitted to:

Kate Black
Public Works Department
City of Piedmont
120 Vista Avenue
Piedmont, California 94611

Prepared by:

LSA Associates, Inc.
157 Park Place
Point Richmond, California 94801
(510) 236-6810

LSA Project No. CPI0801

LSA

February 11, 2010

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APPROACH AND SCOPE OF WORK

This document provides LSA Associates, Inc. (LSA's) Approach, Scope of Work, Schedule and Fee for the Piedmont Station, LLC ("Applicant") – 408 Linda Avenue Townhouses Focused Environmental Impact Report (EIR) as required by the California Environmental Quality Act (CEQA). Piedmont Station LLC proposes to develop an approximately 0.4-acre site within the City of Piedmont with seven three-story over basement townhouse structures. The property is currently improved with an approximately 5,700-square-foot, two-story, concrete electrical utility substation that was vacated in 1991. The proposed project would involve: demolition and removal of the existing electrical substation building; removal of existing vegetation and excavation and/or placement of fill for the housing pads; construction of the seven new townhouse structures and associated site improvements; and landscaping and irrigation.

The following approvals and/or discretionary actions are required by the City for the project:

- Design Review Approval in accordance with Chapter 17, *Regulations Prescribing the Character of Construction*, and Chapter 19, *Subdivisions*, of the City's Municipal Code.
- Building Permit, including demolition and excavation.
- Tentative and Final Map, in accordance with Chapter 19, Subdivisions, of the City's Municipal Code.

APPROACH

LSA has prepared an Initial Study for the City of Piedmont to explore the potential effects of the proposed project. The Initial Study identifies mitigation, as applicable, for environmental topic areas to reduce potential impacts to less-than-significant levels. With implementation of the recommended mitigation measures, the following topics would not have potentially significant effects: aesthetics, agricultural resources, air quality, biological resources, hazards & hazardous materials, hydrology/water quality, land use, noise, mineral resources, population/housing, public services, recreation, transportation/traffic, and utilities/services systems. Cultural Resources is the only topic that warrants detailed analysis in the EIR because the existing PG&E substation building on the project site retains sufficient integrity to be eligible for listing in the California Register of Historical Resources. The PG&E substation building would be demolished to accommodate the proposed project. As a result, a Focused EIR is the appropriate level of environmental documentation.

SCOPE OF SERVICES

This section describes the scope of services, schedule and products for the 408 Linda Avenue Townhouses Focused EIR to be conducted by LSA Associates, Inc. (LSA) for the City of Piedmont.

Task A: Meetings and Project Management

Malcolm Sproul will serve as the Principal-in-Charge for this project. Kristin Granback, environmental planner, will serve as the Project Manager. Both will undertake a variety of general project management tasks throughout the EIR preparation period. Dennis Brown, an Associate from LSA's Berkeley office, will be providing technical direction throughout the CEQA process as necessary.

LSA management staff will be available to City staff throughout the environmental review process via phone and e-mail to gather information, review progress, and discuss staff comments and offer advice and input on the project. This scope of work includes any necessary site visits, team meetings, and public hearings. The proposed cost estimate includes attendance by the LSA Principal-in-Charge and Project Manager at up to two (2) staff meetings and four (4) public hearings.

LSA management staff will provide input on and monitor the scope, budget, and scheduling of the project. Management staff is also ultimately responsible for quality assurance for all work undertaken. They will review all text, tables, and/or graphics before these materials are presented to the City as administrative review documents. Project management tasks include: regular client contact, contract negotiation and contract management, oversight of in-house staff, schedule coordination and updates, and development of products. The budget assumes that the project manager will spend about four hours per month on these tasks over the approximately 8-month duration of the project, with occasional assistance from the Principal-in-Charge and the project's technical director.

Task B: Project Initiation

The start-up period will involve gathering any updated project information, contacting responsible agencies as necessary, refining the project description used in the Initial Study, and preparing a draft set of significance criteria.

1. Data Gathering and Evaluation

Any updated project information applicable to the 408 Linda Avenue Townhouses project will be collected from the City and evaluated in order to gain an understanding of the available information that will be used as part of the environmental review. LSA will also review all relevant documentation that has been prepared previously, including the previous cultural resources background research done of the project site by PAR Environmental Services, Inc. LSA will contact responsible or potentially affected agencies to identify issues regarding the proposed project as necessary.

2. Project Description

Using the project information included in the Initial Study and any additional project details provided by the City or Applicant, LSA will update the project description for the EIR describing the purpose, phasing, and physical elements of the project. The project description will include figures showing the location and boundaries of the project. As a part of the project description, LSA will incorporate a list of project objectives, to be provided by the Applicant. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for the identified objectives.

The project description will describe the overall approval process for the project and identify discretionary and anticipated subsequent approvals. Relevant agencies and reviewing bodies will be identified. The project description will include a statement briefly describing the purpose of the CEQA documents (e.g., IS, EIR), including a list of agencies, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies.

A draft of the project description will be submitted to the City for review and acceptance before LSA begins conducting the impact analysis.

3. Base Map Preparation

LSA will prepare a base map of the project area and vicinity for use in the EIR using the best available map information from the City and the Applicant. Topographic maps and/or aerial photos (preferably at the same scale) with the property boundaries clearly marked in an electronic format (e.g., AutoCAD, .dwg or PDF) would be preferred.

The base map will be used to illustrate the project site vicinity, the project site's relationship to surrounding areas, topography, surrounding land uses, and General Plan and Zoning designations. The base map will also be available for use during meetings and presentations.

4. Significance Criteria

LSA will prepare a draft set of significance criteria for review by City staff. The draft significance criteria will include proposed evaluation criteria for the cultural resources analysis. Early agreement regarding significance criteria will help to focus the baseline environmental conditions information and the impact analysis provided in the Focused EIR.

Task C: Setting, Impacts and Mitigation Measures

Cultural Resources, as described below, is the only environmental topic that will be addressed with a full impact analysis. All other issues found not to be significant as part of the Initial Study process will be documented in the CEQA Conclusions chapter of the EIR (see Task G below). These topic areas will not be addressed in the Setting, Impacts and Mitigation Measures discussion. Any issues identified as a result of the public scoping session in addition to those pertaining to cultural resources may warrant a scope and budget adjustment to accommodate additional impact analyses.

The setting, impacts, and mitigation measures for impacts to cultural resources will be incorporated into the EIR. LSA will begin the preparation of the setting section for this topic based on the project Applicant's formal development application submittal for the project, and any revisions thereto. The setting section for this topic will describe the current conditions of the site. Following City approval of a complete project description, LSA will conduct an impact analysis for this environmental topic. The impact analysis for cultural resources will evaluate project-level impacts of the project. Where relevant, impacts will be separately identified in terms of whether they would occur during the *construction* or *operation* periods.

1. Cultural Resources

LSA will prepare the Cultural Resources Section of the Focused EIR that will address the project's impacts to historical resources, archaeological resources and paleontological resources. A separate technical report of findings will not be prepared. LSA will complete the following subtasks for the EIR cultural resources analysis and Senate Bill 18 consultation:

a. Setting. LSA will describe the cultural resources setting for the project site. The PG&E Substation building, which qualifies as a "historical resource" under CEQA, and its historical context will be addressed. This section will use previous cultural resources background research prepared for the project site by both PAR Environmental Services, Inc. and LSA Associates, Inc. A field review of the project site and vicinity will be conducted by an architectural historian, and additional background and archival research will be conducted, as appropriate, at the Northwest Information Center, Sonoma State University; Pacific Gas and Electric Company Archives, San Bruno; and the Oakland History Room of the Oakland Public Library. LSA will also summarize relevant cultural and paleontological resource laws, regulations and policies. Documents that LSA will refer to include the City's General Plan; Municipal Code; and other applicable local, regional, and State regulations and policies.

b. Impacts. The proposed project will demolish the PG&E Substation building, which was identified as a historical resource in the Initial Study. Demolition of the building would result in a "substantial adverse change" (PRC Section 21084.1) in its historical significance and is a significant and unavoidable impact under CEQA. The impact will be fully described and documented in the EIR. As part of the impacts analysis, LSA will review project construction plans and the project description to determine whether the project will have a less-than-significant or significant impact to any recorded historical resources adjacent to the project site.

c. Mitigation Measures. Mitigation measures will be provided to reduce significant project impacts to the PG&E Substation building and adjacent historical built environment resources, as appropriate. The mitigations may include options for avoiding impacts through avoidance (i.e., relocating the PG&E Substation building off-site), as well as contingency recommendations for impact mitigation (e.g., resource documentation).

Task D: Alternatives Analysis

LSA will work with City staff to devise up to three project alternatives. The CEQA-Required No Project Alternative will be among the alternatives. Other possible alternatives that could evolve in consultation with City staff and the Applicant may include: (1) a revised site layout alternative (e.g., relocated site access, revised site plan, relocation of building elements); (2) a reduced scale alternative; or (3) a land use alternative.

LSA will complete an evaluation of each alternative proposed for the site. The evaluation will include the same elements as included in Task C. Based on this analysis; the Environmentally Superior Alternative will be identified, as required by CEQA. A summary matrix comparing impacts of each of the alternatives to the proposed project will be prepared.

Task E: Cumulative and Growth-Inducing Impacts

Section 15130 of the *CEQA Guidelines* requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone or together with other projects.

The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. Cumulative impacts will be summarized by topic and reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects will be identified.

The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation, in consultation with City staff.

The potential growth-inducing impacts of the proposed project will also be evaluated. CEQA considers a project to be growth-inducing if it would foster economic or population growth. Examples of projects that would typically have growth-inducing impacts include extensions or expansions of infrastructure beyond that needed to serve the project-specific demand, and development of industrial parks in undeveloped or sparsely developed areas. Although significant growth-inducing impacts are not anticipated, potential impacts will be evaluated to adequately describe the nature of the project in relation to existing and proposed development.

Task F: Global Climate Change Evaluation

LSA will prepare a separate section for the EIR that will include a quantitative assessment of the project's contribution to Global Climate Change with an estimate of the project's greenhouse gas emissions. The discussion will include an evaluation of the project's compatibility with the City's Climate Action Plan and will be consistent with the latest recommendations of the Bay Area Air Quality Management District (BAAQMD). The evaluation will also take into account any green design or energy conservation measures that would be implemented as part of the proposed project. The following tasks will be completed as part of the global climate change EIR analysis:

Setting:

- ***Review "best practice" global climate change analyses.*** As the research and analytical methods underlying climate change issues are evolving at a very rapid pace, LSA will compile and summarize recent best approaches to this analysis.
- ***Describe existing environmental setting.*** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State and regional setting.
- ***Describe the existing regulatory framework.*** The existing regulatory framework for global climate change will be described, including applicable federal, State, and local policies, regulations, and programs (particularly regulations/guidelines that apply to CEQA review).
- ***Determine significance criteria.*** LSA will use the draft BAAQMD CEQA guidance regarding specific significance thresholds and will work with the City to determine significance criteria that will provide thresholds for evaluating global climate change impacts.

Impacts. In accordance with the recent Office of Planning and Research CEQA Guideline Amendments, LSA will quantitatively evaluate the effects of the project development on global climate change. LSA will conduct the following subtasks as part of this impacts analysis:

- **Assess project impacts.** LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, electricity consumption, and water usage.
- **Assess Energy Use and Efficiency.** LSA will also evaluate the extent to which the project may increase the consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. LSA will evaluate the degree to which the project may result in increased energy efficiency and a reduction in overall green house gases from the proposed measures.
- **Determine effect of climate change on the project.** Local temperature could increase in time as a result of global climate change, with or without the proposed project. This increase in temperature could lead to other climate effects including, but not limited to, increased flooding due to increased precipitation and runoff, and a reduction in the Sierra snowpack with impacts on the available water supply. LSA will identify and discuss the effects of climate change on the project.
- **Identify mitigation measures.** Mitigation measures will be identified, where necessary, to address any identified significant project or cumulative impacts. Mitigation measures may include solid waste reduction measures, energy conservation measures, and water conservation and efficiency measures.

Task G: CEQA Conclusions

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of several mandatory impact categories including:

- Effects found not to be significant;
- Unavoidable significant environmental impacts; and
- Significant irreversible environmental changes which would be caused by the proposed project, should it be implemented.

Task H: Draft Environmental Impact Report

1. First Administrative Draft EIR

LSA will prepare an Administrative Draft EIR that will contain descriptions of existing setting, impacts and mitigation measures. This information, developed in Tasks B through G, will be refined and organized into a First Administrative Draft Focused EIR. The ADEIR is expected to include the following components:

- Cover
- Table of Contents
- List of Figures
- List of Tables

- Executive Summary and Impact and Mitigation Summary Table
 - Introduction and Purpose
 - Project Location
 - Project Description
 - Summary of Significant Effects and Mitigation Measures
 - Areas of Controversy and Issues to be Resolved
 - Project Alternatives Considered But Rejected
- Project Description
- Setting, Impacts and Mitigation Measures
- Project Alternatives
- Cumulative and Growth-Inducing Impacts
- CEQA-Required Assessment Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices (as needed)

Up to five (5) hard copies and one digital version of the first Administrative Draft EIR will be submitted to the City for review and comment. At the end of the review period, LSA will discuss comments on the Administrative Draft with the City.

2. Second Administrative Draft EIR

LSA will amend the First Administrative Draft EIR based on a single set of consolidated non-contradictory comments received from the City. LSA has allotted time for responding to changes; however, if this task exceeds the cost shown in the budget due to changes in the project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost could be billed on a time-and-materials basis, or subject to a scope and budget augment.

Up to five (5) hard copies and one digital version of the second Administrative Draft EIR will be provided to the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

3. Screencheck Draft EIR

LSA will amend the Second Administrative Draft EIR based on one set of consistent, non-contradictory, comments received from City staff. Based on those comments, LSA will prepare a final Screencheck version of the Draft EIR for final City review before printing. One (1) Screencheck Draft EIR, with all Administrative Draft EIR changes incorporated, will be submitted to the City for final review to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

4. Public Review Draft EIR

Up to fifty (50) copies of the Draft Environmental Impact Report will be produced for public distribution and submittal to the City. The DEIR on the project will be circulated to the public for the legally-required 45-day review period.

One CD will be delivered to the City. This CD will contain digital files of the Draft Environmental Impact Report (in MS Word and PDF format). LSA will distribute paper copies of the Draft Environmental Impact Report to local and State agencies, the State Clearinghouse, and will transmit the remaining copies to the City for distribution to the Planning Commission, City Council, and residents.

LSA will prepare a Notice of Completion (NOC), in accordance with the CEQA Guidelines, coordinate with the City, and be responsible for mailing the NOC to the State Clearinghouse and State agencies. The City will be responsible for distribution locally and for publishing the notice in the local newspaper or online.

If requested by the City, a public hearing can be held during the public review period (e.g., before the City Planning Commission) to summarize the findings of the Draft EIR and to receive oral public comments on the DEIR. LSA will select and prepare graphics and summary handout materials for this Draft EIR hearing as necessary. The City will be responsible for setting the meeting date, time, and location and will be responsible for noticing the public hearing.

Task I: Response to Comments/Final EIR Document

LSA will respond to comments on the project following the public review period. Following public review, LSA will formulate responses to comments on the Draft EIR. LSA will discuss their approach to the response to comments with City staff following the close of the comment period. The Response to Comments document is anticipated to be a separate addendum. Together, the Draft EIR and the Response to Comments document will form the Final EIR for the project.

1. Administrative Response to Comments

The LSA team will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies, as well as verbal comments provided at the public hearing. Included in the Response to Comments Document will be a list of all commentors and any organizations with which they are formally affiliated, copies of all written comments, a paraphrased summary of all relevant verbal comments and the responses to these comments. LSA will discuss the best approach to the responses with City staff following the close of the comment period. The budget estimate shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted, LSA would ask that staff process an augment to the budget to cover work beyond the assumed level. Up to five (5) hard copies and one digital version of the Administrative Response to Comments document will be provided to the City for review.

2. Screencheck Response to Comments

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Response to Comments Document and prepare a Screencheck version for final review by City staff. LSA has allotted time for responding to changes; however, if this task were to exceed the cost allotted

in the budget, the additional cost would be billed on a time and materials basis. One copy of the Screencheck version will be provided for review by City staff.

3. Response to Comments

Upon successful completion and approval of the RTC/Final EIR Document, up to fifty (50) bound copies will be prepared for public distribution and review. In addition to comments and responses, the Document will include any necessary revisions to the Draft EIR. Up to ten (10) digital copies in MS Word and/or PDF on CD would also be provided to City staff.

Task J: Mitigation Monitoring and Reporting Program

LSA will prepare a Mitigation Monitoring and Reporting Program for this project and will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. LSA will also work closely with City staff to ensure the program is prepared in a format that will be easy for staff and the Applicant to implement and be tailored to the City's zoning and building permit procedures. A checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development and review.

The Mitigation Monitoring and Reporting Program will be submitted to City staff for review with the Administrative Response to Comments Document. The final Mitigation Monitoring and Reporting Program will be included as a chapter in the Response to Comments Document.

SCHEDULE

A preliminary work schedule for the preparation and completion of the 408 Linda Avenue Townhouses Focused EIR will be prepared and submitted to the City for review prior to initiating work on the EIR. LSA will refine the detailed schedule for preparation of the EIR with specific milestone dates once LSA receives a notice to proceed. The duration of each task is contingent upon receipt of any requested information of the City or Applicant and completion of reviews of project submittals within the projected timelines. The preliminary work schedules prepared to date have assumed approximately eight months to prepare and certify an EIR for the project.

BUDGET

We estimate that a budget of **\$60,105** will be adequate for the work described above, including associated expenses. The work will be performed on an hourly basis consistent with our standard rates and provisions (attached). The estimated budget will not be exceeded without prior approval.

The table below provides a breakdown of the estimated budget by task.

		Estimated Costs
LSA ASSOCIATES LABOR COSTS		
Task A. Meetings and Project Management		
	<i>Subtotal</i>	15,820
Task B. Project Initiation		
	<i>Subtotal</i>	4,155
Task C. Settings, Impacts, and Mitigation Measures		
	<i>Subtotal</i>	5,900
Task D. Alternatives Analysis		
	<i>Subtotal</i>	2,940
Task E. Cumulative and Growth Inducing Impacts		
	<i>Subtotal</i>	950
Task F. Global Climate Change Evaluation		
	<i>Subtotal</i>	4,755
Task G. CEQA Conclusions		
	<i>Subtotal</i>	1,185
Task H. Draft EIR		
	<i>Subtotal</i>	13,390
Task I. Responses to Comments/Final EIR Document		
	<i>Subtotal</i>	6,090
Task J. Mitigation, Monitoring, and Reporting Program		
	<i>Subtotal</i>	1,520
	SUBTOTAL	56,705
	<i>Reimbursables</i>	3,400
	TOTAL:	\$60,105