

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **LSA ASSOCIATES**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed House Foods expansion project at 7351 and 7421 Oranewood Avenue.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "A" (preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed House Foods expansion project at 7351 and 7421 Oranewood Avenue), and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Sixty Seven Thousand Three Hundred Fifty Dollars

(\$67,350.00), payable in arrears and in accordance with the proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by the Community and Economic Development Director will be required, and amendment to the budget will be requested before proceeding, and payment shall be based on the **Billing Rates for LSA Associates** which is included in the Proposal attached as Exhibit A.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. LSA Associates
20 Executive Park, Suite 200
Irvine, CA 92614
Attention: Ashley Davis
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR's proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or

wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\ \\

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
LSA Associates

By: _____

Name: Rob McCann

Title: CEO

Date: 1/3/18

Tax ID No. 94-2341614

Contractor's License: N/A

Expiration Date: N/A

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

1-8-18
Date

Attachment "A"
Preparation and Processing of California Environmental Quality Act (CEQA)
Compliance Documents for the Proposed House Foods Expansion Project at
7351 and 7421 Oranewood Avenue



BERKELEY
CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

December 1, 2017

Lisa Kim, Director
Community Development Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Proposal to Prepare an Initial Study/Mitigated Negative Declaration and Technical Studies for the House Foods Expansion Project in the City of Garden Grove, California

Dear Ms. Kim:

LSA Associates, Inc., doing business as LSA, is pleased to submit this proposal for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and technical reports for the proposed House Foods Expansion Project (project) at 7351 and 7421 Orangewood Avenue in the City of Garden Grove.

As detailed in the attached Scope of Work, LSA will provide professional services to assist you in the preparation of an environmental document that meets the requirements of the California Environmental Quality Act (CEQA) and *State CEQA Guidelines*. This Scope of Work is based on information provided by Lloyd R Nikaido, AIA, of Kajima Associates, Inc., on behalf of the Applicant; the Site Plan prepared by Kajima Associates dated November 27, 2017; and direction that an IS/MND is the appropriate environmental document required under CEQA. LSA acknowledges that the final CEQA determination is not a foregone conclusion; that determination shall be made by the City of Garden Grove and shall be based on the analysis in the IS.

Although every effort has been made to anticipate your needs, LSA welcomes the opportunity to discuss strategy and the details of this Scope of Work. If you have any questions, please contact me at (949) 553-0666.

Thank you again for contacting LSA and for your consideration of this proposal. If, after reviewing the proposal, you accept the terms and conditions therein, please sign and return the authorization on the following page.

LSA looks forward to working on the House Foods Expansion Project in the City of Garden Grove.

Sincerely,

LSA Associates, Inc.



Ashley Davis
Principal

Attachment: A. Schedule of Standard Contract Provisions and Billing Rates

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED.

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company

Company

Authorized Signature

Authorized Signature

Ashley Davis

Print Name

Print Name

Principal

Title

Title

Date

Date

**PROPOSAL TO PREPARE AN INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION
AND TECHNICAL REPORTS**

**THE HOUSE FOODS EXPANSION PROJECT
GARDEN GROVE, CALIFORNIA**

LSA

December 2017

**PROPOSAL TO PREPARE AN INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION
AND TECHNICAL REPORTS**

**THE HOUSE FOODS EXPANSION PROJECT
GARDEN GROVE, CALIFORNIA**

Submitted to:

City of Garden Grove
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Prepared by:

LSA
20 Executive Park, Suite 200
Irvine, California 92614
(949) 553-0666

LSA

December 2017

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- B: Schedule of Standard Contract Provisions and Billing Rates

SCOPE OF WORK

LSA is pleased to submit this proposal for the proposed House Foods Expansion Project (project) in the City of Garden Grove.

PROFESSIONAL CAPABILITIES

LSA is a diversified environmental, transportation, and community planning firm that evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. Since its founding, LSA has advanced from a small firm of a few biologists, archaeologists, and environmental analysts to a full-service environmental consulting firm with 10 offices in California.

Environmental Planning has been the cornerstone of LSA's professional services and continues to be one of the firm's key practice areas. LSA's environmental staff includes expert practitioners of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and has prepared thousands of Negative Declarations (NDs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), and Environmental Impact Statements (EISs). Processing CEQA documents is the core service which LSA provides. LSA's environmental planners offer deep knowledge of science and regulations, solid problem-solving skills, and well-rounded solutions. This balanced approach has earned LSA a reputation for thorough, credible, and objective reports. While LSA prides itself on its technical document preparation skills, the most important aspect of its overall service is its project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully achieve completion of CEQA requirements in a timely manner.

LSA assigns skilled professionals to each of its projects, including many who are recognized experts in their fields. All projects are overseen by a Principal in Charge throughout the life of the contract to ensure a high level of expertise and quality control. To ensure that the company's quality control program is implemented, all substantial work products are reviewed at the Principal level. LSA has a proven track record in project management and preparation of planning and environmental documents involving challenging technical, political, and community issues.

Additional Professional Capabilities

Transportation

LSA's Transportation staff offers comprehensive planning and engineering services for all aspects of development and transportation projects. Services include preparation of Traffic Impact Assessment reports, modeling for regional transportation networks, identifying roadway funding and cost-sharing opportunities, assessing traffic and parking conditions, and developing strategic solutions.

Natural Resources

LSA's Natural Resources staff members are known for their outstanding expertise in evaluation, management, and restoration of biological resources. LSA's staff of scientists prepares biological resource inventories, constraints analyses, and impact assessments. LSA's extensive experience in wetlands analysis, special-status species evaluation, and environmental permitting is respected by

both clients and regulatory agency staff. LSA designs habitat restoration plans and mitigation banks, implements and monitors revegetation programs, and facilitates successful completion of permitting assignments. Extensive use of geographic information systems (GIS) and global positioning systems (GPS) has become a regular part of LSA's work.

Noise and Air Quality

In Noise and Air Quality, the LSA staff offers complete assessment modeling and monitoring of noise and air quality impacts for school, residential, commercial, and industrial developments; General Plan and Specific Plan studies; and transportation projects. These services include modeling of construction and operational emissions with mobile and stationary sources. In addition, LSA remains current in regard to ever-changing regulations and requirements pertaining to greenhouse gas (GHG) emissions and global climate change.

Cultural Resources

LSA's Cultural Resources staff provides field surveys, testing, laboratory services, resource evaluation, and historical assessments. When required to offset significant impacts, LSA will develop cost-sensitive and practical mitigation for cultural and paleontological resource protection and preservation.

Water Quality

LSA's Water Quality staff offers specialized expertise in storm water runoff management, water quality assessment, and best management practices (BMPs) to develop effective solutions to water quality issues and prevent contamination of our nation's waters. LSA also provides water quality monitoring services for active construction sites.

Geographic Information Systems

LSA's GIS staff uses up-to-date technology to map and analyze environmental data and information. LSA applies GPS technology to locate resources and geographic reference points for surveys. Spatial data are used to generate digital maps and aerial photographic overlays to facilitate project planning, augment environmental impact assessments, and enhance public presentations.

Graphics

LSA's Graphics staff is critical to the firm's success, presenting complex information in visually appealing presentations. Accurate and clear mapping, visual simulations, shade and shadow analyses, and photography are essential components of the company's presentation of environmental analyses and planning projects.

PROJECT STAFF

Ashley Davis will serve as the Principal in Charge and the Project Manager for this contract. As the key team member, Ms. Davis will direct qualified supporting staff, as necessary, to assist in accomplishing specific requested assignments. LSA will also provide in-house review of all products by a technical editor prior to submittal to the City of Garden Grove (City).

Ms. Davis has extensive experience preparing environmental documents in accordance with the requirements of CEQA and the *State CEQA Guidelines*; her qualifications are discussed below. Through submission of this proposal, LSA guarantees that Ms. Davis will be available to respond to requests in a timely manner.

Ongoing and frequent communication between the Principal in Charge/Project Manager and the City will serve as the primary vehicle for identifying emerging project issues and developing solutions early in order to minimize schedule impacts. LSA staff will be available and easily accessible to the Project Team for meetings and conference calls as required.

LSA PROJECT MANAGEMENT STAFF

ASHLEY DAVIS, PRINCIPAL

Ms. Davis will serve as the Principal in Charge and Project Manager and main point of contact for this project. She will be responsible for the management and administrative aspects of this project as well as the team's performance with regard to technical issues. Her responsibilities include project oversight and preparation of environmental documents for a variety of land development, redevelopment, and public agency projects. Currently, Ms. Davis is preparing an Initial Study/Mitigated Negative Declaration (IS/MND) for a proposed residential project in Coto de Caza (Orange County), and a General Plan Land Use Element EIR for the City of Long Beach, and is overseeing the preparation of technical reports for a Medical Office Building in the City of Santee. She has also successfully provided CEQA clearance for a mixed-use project in the City of Garden Grove.

ALYSSA HELPER, ENVIRONMENTAL PLANNER

Ms. Helper will serve as the Assistant Project Manager for this work effort. She will assist in directing staff, disseminating project information, and ensuring that deliverables are submitted to the Applicant in a timely manner. Ms. Helper has assisted in preparing environmental compliance documents and managing projects with Ms. Davis on several development projects in the Southern California region as well.

RELEVANT PROJECT EXPERIENCE

United Methodist Church Mixed-Use

Garden Grove, California

LSA prepared the IS/MND for a mixed-use development consisting of 47 affordable housing units, 2,975 square feet (sf) of leasing office commercial space, and a new Head Start preschool facility on a 5.2 acre (ac) site in the City of Garden Grove. Discretionary actions associated with the project included a rezone of a 0.51 ac vacant parcel on the project site from Community Center Specific Plan-Civic Center Residential-20 Area 20 (CCSP-CCR20) to Civic Center Core (CC-3) as well as a General Plan Amendment for the 0.51 ac vacant parcel from Medium Density Residential to Civic Center Mixed Use. Primary environmental issues of concern included traffic and transportation as well as the provision of adequate parking for the project. The IS/MND was circulated in late 2014 and approved by the City Council in January 2015.

Oak Grove Residential Project

Coto de Caza, Orange County

LSA is currently preparing the IS/MND for a proposed residential development consisting of 13 low-density residential lots (approximately 13,900 sf each) on a 5.1 ac site in the community of Coto de Caza in southeastern Orange County. Discretionary actions associated with the project include a Specific Plan Amendment to the Coto de Caza Specific Plan to adjust the boundary of Planning Area (PA) 5 (Low Density Residential) to encompass the 5.1 ac project site currently located within a portion of PA 21 (Community Center/Commercial). Primary environmental issues of concern include biological resources (related to the preservation of Heritage Oak Trees) and hydrology and water quality.

CSULB Technology Park Phase III Project

Long Beach, California

LSA prepared an IS/MND for the construction and operation of a warehouse/office project on an approximately 10 ac site on the north side of Pacific Coast Highway between Cota Avenue and Hayes Avenue in the City of Long Beach. The proposed project would include 185,300 sf of warehouse space and 20,000 sf of office space. The IS/MND evaluated two operational variations for the project (single tenant/user and two tenants/users). LSA also provided technical analysis for air quality, GHG emissions, noise, and cultural/historic resources. Because the project would result in an increase in diesel-truck trips, a Health Risk Assessment was prepared by LSA. Key issues included traffic and air quality/health risks. The Draft IS/MND was circulated for public review in September 2017. The project and related Final IS/MND are expected to be considered by the Long Beach Planning Commission in December 2017.

Imperial Promenade

La Habra, California

Ms. Davis served as Project Manager for an IS/MND prepared for the redevelopment of a commercial site in La Habra. The proposed Imperial Promenade Project was intended to serve as a regional retail commercial center consistent with the City's Redevelopment Plan. The project

involved rehabilitation of the existing commercial structure by partitioning the interior, enclosing the uncovered portions of the garden center for retail space and updating the architectural elements on the exterior of the building. In addition, two new development pads with freestanding buildings were included to accommodate additional commercial tenants. Key issues addressed in the IS/MND included traffic, hydrology, and potential noise impacts.

Ganahl Lumber Expansion

Costa Mesa, California

Ms. Davis served as Principal in Charge for preparation of an IS/MND for this project in the City of Costa Mesa, which involved the construction of a new lumberyard, three sheds totaling 42,972 sf, and a 68,712 sf building materials retail store for the Ganahl Lumber Company adjacent to its existing lumberyard and store on Bristol Street. Solar panels would be installed on the roof of the retail building. The IS/MND was adopted and the project was approved by the Costa Mesa Planning Commission on February 23, 2015. The project was subsequently appealed to the Costa Mesa City Council, which upheld the Planning Commission's approval in December 2015.

34202 Del Obispo Street Residential Mixed-Use Project EIR

Dana Point, California

Ms. Davis served as Principal in Charge for this project with the City of Dana Point. LSA was contracted to address potential environmental impacts associated with the construction and operation of the 34202 Del Obispo Street Mixed-Use Project. An MND had previously been prepared for the project site to analyze the theoretical maximum development scenario that would be permitted by the proposed General Plan Amendment, Zone Change, and Local Coastal Program Amendment. The mixed-use project addressed in the MND included the addition of 168 residential condominiums, 2,471 sf of commercial space, and 0.45 ac of parkland on a 9 ac site in the City's Coastal Overlay Zone. Technical work performed by the project team included a traffic impact analysis, an air quality and GHG analysis, a noise and vibration analysis, a cultural resource assessment, a paleontological assessment, a biological resources memorandum, and review of existing technical reports and data. Key environmental and controversial issues included geotechnical stability, hydrology and water quality, flooding, traffic, and aesthetics.

General Plan Land Use and Urban Design Elements

Long Beach, California

LSA prepared an EIR for the City of Long Beach General Plan Land Use and Urban Design Elements Project located in the City of Long Beach. The General Plan Land Use Element (LUE) and Urban Design Element (UDE) are being prepared as companion documents to each other and are integrated with the new Mobility Element. The City is looking to target future growth in a few specific transit-rich corridors and districts, seeking to increase job density in commercial and industrial areas, focus on improving the corridors, and maintaining and improving the existing established neighborhoods in a largely built-out City of 468,000. The LUE will replace land use designations with PlaceTypes that are more flexible and comprehensive, and will lead to a subsequent comprehensive zoning code update. The UDE will provide minimum design standards for the PlaceTypes and their respective component development types and patterns. In support of the EIR, LSA is preparing technical documentation, including air quality/GHG emissions, noise, and

traffic analyses, as well as assisting with Native American Consultation. Ms. Davis is serving as Principal in Charge for this project.

24 Hour Fitness EIR Addendum

San Juan Capistrano, California

Ms. Davis served as Principal in Charge for the preparation of an Addendum to the previously certified Ventanas Business Center (VBC) EIR for the proposed 24 Hour Fitness Center Project in the City of San Juan Capistrano. The VBC EIR found no significant impacts based on the environmental assessment of a 225,000 sf office-industrial project. The project consists of development of a less intense 38,000 sf health club that would develop about 16.9 percent of the building area proposed by the VBC project. The Addendum summarized the findings of the VBC EIR and was supported by updated technical data generated by LSA, including an air quality and GHG memorandum. LSA also assisted the City with Native American consultation as it relates to the project, consistent with Assembly Bill 52.

Port of Long Beach Joint Security Operations Facility

Long Beach, California

Ms. Davis is currently serving as Principal in Charge for preparation of an MND for a proposed Joint Security Operations Facility to serve Port of Long Beach (POLB) Security, the Long Beach Police Department, and the Long Beach Fire Department on Pier F in the POLB. The proposed project consists of both land-side and marine improvements in order to complete a new shared-use Security Operations Campus that would allow for efficient emergency response operations. Marine improvements would include the removal of the security dock and the existing Challenger Fireboat dock, the relocation and extension of the existing Jacobsen Pilot Services dock, and construction of a multi-use boat dock providing eight slips for security vessels. The proposed project also includes a fixed breakwater to protect the proposed multi-use boat basin by reducing impacts associated with wind waves, swells, seiches, and tsunami currents. Land-side improvements would include the demolition of the existing Fire Station No. 15 buildings and existing apparatus/storage building, construction of a 23,200 sf shared-use Security Operations Campus Building and a 3,500 sf shared-use Dive Locker facility. The project also requires an Amendment to the Port Master Plan. Primary environmental issues to be addressed include water quality, marine biology, and construction impacts.

PROJECT UNDERSTANDING AND APPROACH

Project Understanding

House Foods America Corporation (located at 7351 Orangewood Avenue) has recently purchased the adjacent property located at 7421 Orangewood Avenue and is proposing to construct a new one-story tofu manufacturing plant expansion between the two existing buildings. As part of the entitlement process, a request for a Lot Line Adjustment will be submitted to the City of Garden Grove for approval in order to consolidate both properties to one site. A summary of the existing and proposed square-footage uses is provided below in Table A.

Table A: House Foods Square Footage Summary

| Use | Existing | | Proposed | | Net Difference |
|---------------|-----------------|----------------|-----------------|----------------|----------------|
| | 7421 Orangewood | Expansion Area | 7421 Orangewood | Expansion Area | |
| Office | 35,101 | 0 | 24,470 | 0 | -10,631 |
| Manufacturing | 46,512 | 0 | 0 | 25,864 | -20,648 |
| Warehouse | 0 | 0 | 57,143 | 11,410 | 68,553 |
| Total | 81,613 | 0 | 81,613 | 37,274 | 37,274 |

As indicated in the table above, the project will result in a reduction of office and manufacturing uses and an increase of warehouse uses, for a total increase of 37,274 sf as compared to the existing conditions.

Project Approach

The City of Garden Grove has recommended that Air Quality/GHG Emissions, Noise, and Water Quality studies be prepared for the proposed project to support the analysis in the IS/MND. The City's traffic engineer has determined that a Traffic Study will not be required for this project based on a traffic generation analysis prepared by LSA that indicated an overall reduction in both peak hour and daily traffic trips. The Water Quality Study (Preliminary and Final WQMP) will be prepared by the Applicant's Civil Engineer and provided to LSA.

LSA understands that the following project-specific studies have already been prepared and will also be made available for LSA's use in preparing the IS/MND:

- Phase 1 Environmental Site Assessment (prepared by PSI)
- Geotechnical Investigation Report (prepared by AMEC Foster Wheeler)
- Hazardous Materials Report (prepared by PSI)

LSA will take a proactive role in resolving issues and pursuing needed information and decisions to facilitate completion of the environmental analysis within the schedule. If issues arise that would jeopardize the schedule, LSA will immediately apprise the City and project Applicant of the problem and diligently develop alternative approaches to maintain the schedule.

WORK PROGRAM

The tasks identified below comprise LSA's work program for completion of the environmental analysis and CEQA process for the proposed project.

TASK 1: PROJECT INITIATION AND PROJECT DESCRIPTION

Task 1.1: Project Description

The environmental document will include a detailed Project Description based on the project plans provided by Kajima Associates. LSA will use the Project Description to determine the potential environmental effects of project implementation and to identify appropriate mitigation measures, if necessary. LSA will assemble all pertinent data provided by Kajima Associates for the preparation of the environmental document. To enable LSA to proceed, the following information must be provided by the project Applicant to conduct the environmental analysis:

- The most current Site Plan and any related statistical summary of the proposed project including any "green features" beyond those required by the California Green Building Code;
- A photometric study;
- A grading plan with cut-and-fill quantities;
- A construction Phasing Plan (if applicable), including estimated construction equipment and personnel;
- A conceptual Landscape Plan;
- A Lighting Plan;
- Conceptual infrastructure improvement plans (e.g., water, sewer, storm drain, and electricity connections).
- A hydrology Report that includes the necessary information for completion of the CEQA checklist Hydrology Study. The Hydrology Report will include calculations of the existing and proposed impervious/pervious surface areas and change in runoff volumes and peak flow using appropriate County of Orange (County) *Hydrology Manual* guidelines, as necessary. The Hydrology Report will identify storm drain and detention facilities necessary to mitigate changes in runoff resulting from the project. The Hydrology Report will also confirm that the downstream storm drain lines have adequate capacity to accommodate any increased flows.
- A Water Quality Management Plan (WQMP) that includes the necessary information for completion of the CEQA Checklist for water quality. The WQMP will include the disturbed soil area, any change in impervious/pervious surface areas, the receiving water bodies, pollutants of concern, and 303(d) listings and existing and the proposed total maximum daily loads for receiving waters. The WQMP must also identify and recommend applicable Site Design, Source Control, and Treatment Control BMPs, including Low-Impact Development features, for incorporation in the proposed project to minimize impacts and satisfy water quality requirements; and

- A Geotechnical Report prepared in accordance with applicable State requirements that addresses all CEQA-related topics, including those outlined in the California Department of Mines and Geology Note 46.

LSA will work with Kajima Associates to prepare a detailed CEQA-oriented Project Description for use in the IS/MND. LSA will submit the draft Project Description to the City and the project Applicant for review and comment. For the purposes of this scope and budget, LSA will respond to one round of comments from the City and the project Applicant on the Project Description.

TASK 2: TECHNICAL ANALYSIS

The following tasks outline the technical analyses to be prepared by LSA to support the proposed project. For budgetary purposes, the Scope of Work assumes LSA will respond to one round of comments on the technical studies from the City and one round of comments from the project Applicant.

Task 2.1: Air Quality

LSA will prepare an Air Quality Analysis for the proposed project in accordance with the City and South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook* (1993) guidelines. The CEQA-based Air Quality Analysis will address emissions that are generated by both the construction and operations phases of the proposed manufacturing use. This scope and budget does not include preparation of a stand-alone report; rather, the analysis will be included in the air quality section of the IS/MND. Applicable modeling outputs will be included in an appendix.

Task 2.1.1: Air Quality Analysis

LSA will prepare the air quality section that will focus on the criteria pollutants of greatest concern in the South Coast Air Basin (Basin) that would be generated by construction and operation of the project. Those pollutants include ozone precursors (volatile organic compounds [VOCs] and oxides of nitrogen [NO_x]), carbon monoxide (CO), sulfur dioxide (SO₂), and inhalable particulate matter (PM₁₀ and PM_{2.5}). The air quality analysis will address all of the five air quality issues identified in the Initial Study Checklist in Appendix G of the *State CEQA Guidelines*. The air quality study will consist of the following tasks:

1. LSA will evaluate whether the project would conflict with or obstruct implementation of the Air Quality Management Plan (AQMP). The existing air quality in the vicinity of the project site will be characterized, including local meteorology and existing pollutant levels based on data obtained from nearby air quality monitoring stations. LSA will describe the existing State and Federal ambient air quality standards, the Basin's attainment status with regard to those standards, and the SCAQMD's AQMP.
2. LSA will analyze whether construction and operational emissions will result in a violation of air quality standards. The impact evaluation will be based on the SCAQMD's Air Quality Significance Thresholds in their CEQA Air Quality Guidelines. LSA will estimate construction emissions, including diesel truck and heavy-duty equipment exhaust and fugitive dust based on available information from the project Applicant and City. If the project-specific

construction equipment and schedule are not available, a generalized schedule will be used along with the default construction equipment anticipated in the model. LSA will calculate future operational emissions associated with the net increase in motor vehicle activity and on-site energy consumption. Construction and operational emissions would be estimated using the California Emission Estimator Model (CalEEMod) program, which includes OFFROAD and EMFAC emission factors to calculate off-road construction equipment and on-road vehicle emissions.

3. LSA will evaluate whether the project could lead to the potential exposure of sensitive receptors to substantial concentrations of air emissions. The evaluation of the potential for carbon monoxide (CO) and toxics air contaminants will be assessed in a qualitative manner, since it is not expected that the project would result in a significant increase in traffic congestion.
4. LSA will assess whether the project would result in a cumulatively considerable net increase of any criteria pollutant for which the Basin is in non-attainment under an applicable Federal or State Ambient Air Quality Standard. The evaluation of cumulative impacts will follow the procedures outlined in the SCAQMD's *CEQA Air Quality Handbook* guidelines.
5. LSA will evaluate whether the proposed project would create objectionable odors affecting a substantial number of people, based on the guidance provided in the SCAQMD *CEQA Air Quality Handbook* guidelines. However, objectionable odors are not anticipated to be a significant concern for this project.

Task 2.2: Greenhouse Gas Emissions

LSA will prepare a technical GHG impact analysis based on the *State CEQA Guidelines* and SCAQMD's *Interim CEQA Greenhouse Gas Significance Threshold*. The GHG impact analysis will place particular emphasis on delineating the issues specific to the City's and SCAQMD's air quality requirements. This scope and budget does not include preparation of a stand-alone report; rather, the analysis will be included in the GHG section of the IS/MND. Applicable model outputs will be included in an appendix.

Task: 2.2.1: Greenhouse Gas Analysis

The City of Garden Grove does not have a qualified climate action plan. LSA will prepare a GHG emission analysis that complies with the SCAQMD *CEQA Greenhouse Gas (GHG) Significance Threshold Guidance*. The analysis will focus on the emissions of GHG that would be generated by construction and operation of the project (primarily carbon dioxide [CO₂], methane (CH₄), and nitrous oxide [N₂O]). In addition, the GHG analysis will be prepared in response to the two GHG questions in the Appendix G Checklist of the *State CEQA Guidelines*. The GHG analysis will include the following tasks:

1. LSA will prepare a discussion of the potential GHG emission impacts. This discussion will describe the methodology used to estimate GHG construction and operational emission impacts and (if applicable) identify mitigation measures. LSA will estimate project-related GHG emissions using the CalEEMod software program. The analysis would include the five

primary sources of GHG emissions (as applicable): motor vehicle vehicular traffic, generation of electricity, natural gas consumption/combustion, solid waste generation, and water usage.

- a. LSA will compare the net annual increase of GHG emissions from the project to regulatory thresholds. Should the project exceed the 3,000 metric ton per year emission threshold for the commercial site, the project must prepare a consistency analysis to demonstrate the reduction in GHG emissions.
 - b. LSA will provide mitigation strategies to reduce GHG emissions if the project is determined not to be consistent with applicable regulatory strategies to reduce GHG emissions. This could include vehicle mile reduction, energy/water conservation measures, Leadership in Energy and Environmental Design (LEED) certification, carbon sequestration, or contribution to available regional and state mitigation programs to reduce GHG impacts to a less than significant level.
2. Local GHG emission background information will be obtained from the California Air Resources Board's ambient GHG background and Scoping Plan for the state, the City of Garden Grove's *General Plan*. LSA will conduct a consistency analysis to determine whether the project conforms to these plans in accordance with the procedures set forth by CARB.

Task 2.3: Noise

LSA will conduct a Noise and Vibration Impact Analysis for the proposed project. LSA will review the City's Municipal Code and the City's General Plan Noise Element to identify applicable noise regulations for the proposed project and adjacent noise-sensitive land uses. Noise standards applicable to mobile and stationary noise sources will be identified. Noise standards identified in the General Plan Noise Element will be discussed for land uses on and adjacent to the project site, and potential noise impact criteria from project-related traffic trips will be discussed. This scope and budget does not include the preparation of a stand-alone report; rather, the analysis will be included in the noise section of the IS/MND. Applicable model outputs will be included in an appendix.

LSA will identify vibration standards from the City's regulatory documents, if any, as well as those recommended by the Federal Transit Administration (FTA) in its *Transit Noise and Vibration Impact Assessment* (May 2006) and the California Department of Transportation (Caltrans) in its *Transportation and Construction Vibration Guidance Manual* (September 2013).

LSA will conduct an ambient noise survey to document existing noise environment in the project area to be used as baseline conditions for noise impact determination purposes. A noise measurement will be conducted with hourly average noise levels over a period of 24 hours, including daytime and nighttime hours. Measured ambient noise levels will be summarized in a table and included as part of the existing conditions.

Construction would occur during implementation of the proposed project. LSA will review and identify applicable construction noise standards in the City's Municipal Code. Potential noise impacts on adjacent land uses during project construction will be identified based on the equipment to be used, the length of a specific construction task, the equipment power type (i.e., gasoline or

diesel engine), horsepower, load factor, and the percentage of time in use. California Environmental Protection Agency-recommended or industry-recognized empirical noise emission levels will be used for the construction equipment. Construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the City Noise Ordinance specifications. Noise abatement measures designed to reduce short-term impacts to acceptable noise levels in the vicinity of the project site will be determined where necessary.

The potential vibration impacts from on-site construction equipment and on-road delivery trucks will be assessed at the nearest sensitive land uses to the project site. The proposed project is not expected to generate long-term vibration impacts. Vibration thresholds identified in the *FTA Transit Noise and Vibration Impact Assessment* (May 2006) will be used to assess potential construction vibration impacts.

LSA will evaluate potential outdoor stationary noise sources and vibration impacts from the project site to adjacent noise-sensitive uses in the study area. LSA will assess all feasible noise and vibration mitigation measures, if necessary, for the proposed land uses on the project site to reduce the stationary source noise and vibration impacts to a less than significant level.

If necessary, mitigation measures will be identified to ensure that both short-term and long-term noise and vibration impacts, if any, will be reduced to the extent possible.

Task 2.4: Native American Consultation

Task 2.4.1: Native American Consultation per Assembly Bill 52

As required under CEQA, specifically Public Resources Code 21080.3.1 and Chapter 532 Statutes of 2014 (Assembly Bill 52), Native American consultation is required for any CEQA project that has a Notice of Preparation or a Notice of Negative Declaration filed or Mitigated Negative Declaration on or after July 1, 2015.

The Lead Agency must notify Tribes that have requested to be notified regarding projects, within 14 days of determining that a project application is complete or deciding to undertake a project (i.e., prior to the release of the environmental document). This is a government-to-government process between the CEQA Lead Agency (the City of Garden Grove) and the Native American tribe(s) that request consultation. LSA is available to advise and assist the City with this process.

Tasks performed by LSA would include the following: (1) contacting the Native American Heritage Commission for a search of the Sacred Lands File and a list of Native American tribes to be invited to consult on the project; (2) drafting a letter for the City to send to the tribal contacts on City letterhead that includes a project description, an invitation to consult on the project, and a request for cultural information pertaining to the project area; (3) mailing the letters via certified mail; and (4) preparing a summary of the consultation for inclusion in the CEQA document. LSA's involvement does not include following up with the interested parties or attending any meetings. If these tasks are requested of LSA, a budget adjustment will be necessary.

TASK 3: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

As part of this task, LSA will prepare an IS/MND consistent with the requirements of CEQA and the *State CEQA Guidelines*. The environmental documentation will include a careful, objective, and detailed evaluation of the proposed project. For each document submittal described below, LSA's Scope of Work and budget assumes one set of nonconflicting and consolidated comments from the City and one set of nonconflicting and consolidated comments from the project Applicant. Unless instructed otherwise from the City, documents will first be submitted to the City for review and comment, and then to the project Applicant. Preparation of an IS/MND includes the following subtasks.

Task 3.1: Administrative Draft Initial Study/Mitigated Negative Declaration

LSA will prepare an Administrative Draft IS/MND. The technical analyses completed to date along with the technical analysis identified above will be incorporated into the environmental document.

Preparation of the Administrative Draft IS/MND includes an evaluation of the potential impact of the proposed project on the on the various public services and utilities that will serve the project. The public services that will be analyzed include police and fire protection, solid waste collection, water, wastewater, electricity, and natural gas. Service letters will be sent to the relevant utility/public agencies to solicit their comments with regards to impacts of the project on their respective services.

Once complete, LSA will submit the administrative draft document to the City. LSA will submit five hard copies of the document and one electronic copy of the document for staff review and comment.

LSA will incorporate the City's comments into the MND and submit a second Administrative Draft IS/MND to both the City and the project Applicant for review. LSA will submit five hard copies of the document and one electronic copy of the document for staff review and comment.

After the City and Applicant have reviewed the second Administrative Draft IS/MND, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with *State CEQA Guidelines* Section 15097 for use in ensuring implementation of the project's mitigation measures. The MMRP will list all mitigation measures presented in the MND and identify the City department that will be responsible for monitoring and/or implementing each mitigation measure. LSA recommends that the MMRP be circulated with the Draft IS/MND.

Task 3.2: Draft Initial Study/Mitigated Negative Declaration for Public Review

As described above, LSA will respond to two rounds of comments from the City and the project Applicant and will complete necessary revisions to the document. LSA will provide the preprint version of the Draft IS/MND to City staff and the Applicant for a limited final review prior to printing. The purpose of submitting this preprint version will be to review the changes to the document, resolve any remaining questions that arise from comments, and verify that the City and the project Applicant are satisfied with the overall Draft IS/MND.

LSA will prepare a Draft Notice of Intent (NOI) regarding the availability of the Draft IS/MND for public review. LSA will assemble the project distribution list for the NOI in consultation with the City; this Scope of Work assumes distribution of up to 30 NOIs via the United States Postal Service (first class). The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, the list can be prepared and provided at an additional cost.

Once the preprint Draft IS/MND is approved for public review, LSA will print and mail (via overnight delivery service) up to 30 copies of the IS/MND (this assumes 15 print copies with technical information on CD to the State Clearinghouse and 15 CD copies to other interested agencies) to a distribution list for the project that is developed by LSA with City staff input. This distribution list will include responsible agencies and other relevant public agencies. Copies of the document will be distributed via overnight delivery service with delivery confirmation.

LSA will also provide up to three print copies (with technical information on CD) to the City, one print copy (with technical information on CD) to an area library, and two print copies (with technical information on CD) to the project Applicant.

LSA will also prepare and submit a Notice of Completion (NOC) to the State Clearinghouse for distribution to State agencies.

It is assumed that the City will make the IS/MND available in Portable Document Format (PDF) on its website. The City will also be responsible for publication of the public notice in a general-circulation newspaper.

LSA will file the NOI with the Orange County Clerk to begin the required public review period. The project Applicant will be responsible for providing checks for all necessary filing fees the County Clerk requires.

Task 3.3: Final Initial Study/Mitigated Negative Declaration

LSA will confer with City staff to review written comments and to develop a general framework and strategies for the preparation of responses. LSA will then prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and will submit the responses for review to City staff and the project Applicant after the close of the public comment period. Although it is hard to estimate the number of comments to be received, LSA specifies 30 professional staff hours for the preparation of responses to comments. If a large number of comments are received or comments require additional technical analysis, a budget augment may be warranted. Any revisions to the IS/MND will be included in an Errata to be prepared as part of the Final IS/MND. Responses to comments and the Errata, if necessary, will be submitted to the City and the project Applicant for one concurrent round of review.

LSA will provide up to 15 print copies (with technical information on CD) of the proposed Final IS/MND.

Following the City's approval of the IS/MND, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk. The project Applicant shall provide a check for all necessary filing fees (including California Department of Fish and Wildlife [CDFW] fees) to be submitted to the County Clerk with the NOD. Once the NOD is filed with the Orange County Clerk, LSA will provide the original CDFW receipt and copy of the filed NOD to the City for its records.

TASK 4: PROJECT MANAGEMENT

This task represents an active project management role and includes attendance at various project meetings and coordination with agencies and interested parties. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the IS/MND.

This task includes notifying both the City and the project Applicant of problems as they are encountered and working expeditiously to resolve them. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the project Applicant, the City, and other team members. This task also includes time to provide the Project Team with information and advice related to the particular environmental issues associated with the proposed project. As such, LSA's Principal in Charge/Project Manager will maintain ongoing verbal and email communication with the Project Team. Per standard protocol, the City will be included in any and all correspondence with the project Applicant.

LSA's Scope of Work includes attendance at one scoping meeting, four conference calls, and two public hearings (e.g., City Planning Commission and City Council) by LSA's Principal in Charge and Assistant Project Manager. During the environmental documentation process, LSA will monitor the number of meetings actually attended in order to determine compliance with this estimate. Any additional meetings will be attended at an additional cost with the project Applicant's prior written approval.

PROJECT SCHEDULE

LSA can begin work on the Scope of Work provided herein immediately upon receipt of a Notice to Proceed. Based on LSA's experience, the Draft IS/MND can be completed within 4 to 6 months.

BUDGET ESTIMATE

LSA proposes to accomplish Tasks 1–4 as described in the Scope of Work for an estimated fee of \$67,350 as shown in Table B.

LSA fees are charged on an hourly basis, consistent with the Schedule of Standard Contract Provisions and Billing Rates, provided in Attachment A. The fee will not be exceeded without prior authorization. This fee is based on LSA's past experience related to the level of effort needed to complete the environmental process and technical studies for projects of this type. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the Client's objectives and the legal adequacy of the work products.

Table B: LSA Initial Study/Mitigated Negative Declaration Budget Estimate

| Task | Fee Estimate |
|---|-----------------|
| Task 1: Project Initiation/Project Description | \$2,500 |
| Task 2: Technical Analyses | |
| Task 2.1: Air Quality Analysis | \$3,750 |
| Task 2.2: Greenhouse Gas Emissions Analysis | \$3,750 |
| Task 2.3: Noise Analysis | \$4,900 |
| Task 2.4: Native American Consultation | \$1,500 |
| Task 2: Technical Analyses Subtotal | \$13,900 |
| Task 3: Preparation of the IS/MND | |
| Task 3.1: Administrative Draft IS/MND | \$23,500 |
| Task 3.2: Draft IS/MND | \$11,750 |
| Task 3.3: Final IS/MND | \$7,500 |
| Task 3: Preparation of the IS/MND Subtotal | \$42,750 |
| Task 4: Project Management | \$6,200 |
| Labor Subtotal | \$65,350 |
| Reimbursable Expenses | \$2,000 |
| Total | \$67,350 |

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost (unless other arrangements are made in advance) and are not included in the hourly fee for professional services provided above. Appendix B provides LSA’s current fee schedule for direct costs.

Printing costs are difficult to quantify because the size and composition (i.e., graphics size and medium) are uncertain at this time. LSA stresses that the cost of reproducing a document is not known until the document is complete. For the purposes of the reimbursable estimate provided above, LSA estimates a cost of \$45 per draft document (with technical information on CD) and \$55 for the proposed final document (with technical information on CD). Reimbursable expenses also include mileage for site visits, team meetings, and public meetings. Table C provides a summary of LSA work products and the number of copies anticipated.

Table C: LSA Work Products

| LSA Work Products | Deliverable Quantities |
|---|---|
| First Administrative Draft IS/MND | 5 bound hard copies and one electronic (PDF) copy on CD |
| Second Administrative Draft IS/MND | 5 bound hard copies and one electronic (PDF) copy on CD |
| Preprint IS/MND | 1 bound hard copy and one electronic (PDF) copy on CD |
| IS/MND | 21 bound hard copies of the Draft IS/MND with technical information on CD, 15 CDs (complete IS/MND), overnight delivery |
| Notice of Intent to Adopt a Negative Declaration/Notice of Completion | 30 copies mailed via first class United States Postal Service; 1 PDF. LSA will prepare and file with the County Clerk and the State Clearinghouse, if necessary. The City will be responsible for all newspaper postings. |
| Proposed Final IS/MND | 15 bound copies (technical information on CD); 1 PDF |
| Notice of Determination | LSA will prepare and file with the County Clerk and the State Clearinghouse. |

CDFW = California Department of Fish and Wildlife
City = City of Garden Grove
IS/MND = Initial Study/Mitigated Negative Declaration

LSA = LSA Associates, Inc.
PDF = Portable Document Format

ATTACHMENT A

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 5 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with 7 days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

HOURLY BILLING RATES EFFECTIVE JUNE 2017

| | | | | | | | |
|-----------------------------------|---------------------------------|---|-------------------------------------|-----------------------------------|---|--------------------------|-----------|
| | | | | | | | |
| Principal | Principal | Principal | Principal | Principal | Principal | Principal | \$180-325 |
| Associate | Associate | Associate | Associate | Associate | Associate | Associate | \$95-240 |
| Senior Planner | Senior Environmental Planner | Senior Transportation Planner/Engineer | Senior Air Quality/Noise Specialist | Senior Cultural Resources Manager | Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist | Senior GIS Specialist | \$95-195 |
| Planner | Environmental Planner | Transportation Planner/Engineer | Air Quality/Noise Specialist | Cultural Resources Manager | Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist | GIS Specialist | \$80-140 |
| Assistant Planner | Assistant Environmental Planner | Assistant Transportation Planner/Engineer | Air Quality/Noise Analyst | Cultural Resources Analyst | Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist | Assistant GIS Specialist | \$70-105 |
| Field Services | | | | | | | |
| Senior Field Crew/Field Crew | | | | | | | \$70-100 |
| Office Services | | | | | | | |
| Graphics | | | | | | | \$115-125 |
| Marketing | | | | | | | \$80-185 |
| Office Assistant | | | | | | | \$55-105 |
| Project Assistant | | | | | | | \$70-100 |
| Research Assistant/Intern | | | | | | | \$50-70 |
| Word Processing/Technical Editing | | | | | | | \$60-115 |

- ¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.
- ² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE JUNE 2017

| | | | |
|-------------------------------|----------------------|--------------------------------------|------------------|
| Reproduction (8.5 x 11) B/W | \$0.07 per page | GPS Unit | \$75.00 per day |
| Reproduction (8.5 x 11) Color | \$0.40 per page | Total Station Surveying Instrument | \$50.00 per day |
| Reproduction (11 x 17) B/W | \$0.10 per page | Level (Laser or Optical) | \$25.00 per day |
| Reproduction (11 x 17) Color | \$0.75 per page | Laser Rangefinder | \$25.00 per day |
| CD Production | \$5.00 per CD | Sound Meter | \$75.00 per day |
| USB Flash Drive | \$5.00 per drive | Sound Meter with Velocity Transducer | \$85.00 per day |
| Plotting | \$3.75 per sq ft | Aerial Photo | Cost |
| Aerial Drone | \$200.00 per day | Boat Rental | \$125.00 per day |
| Mileage On-Road | Current federal rate | Water Quality Meter | \$25.00 per day |
| Mileage Off-Road | Current federal rate | | |