

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
LSA ASSOCIATES, INC.
FOR
PREPARATION OF ENVIRONMENTAL IMPACT REPORT FOR
BELLA TERRA RESIDENTIAL UNITS

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and LSA ASSOCIATES, INC., hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to prepare an environmental impact report for Bella Terra Residential Units; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Anthony Petros who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than (3) three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two Hundred Forty One Thousand Four Hundred Fifty Dollars (\$241,450.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and 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 CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Ursuala Luna-Reynosa
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

LSA Associates, Inc.
ATTN: Anthony Petros
20 Executive Park
Irvine, CA 29614

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
LSA ASSOCIATES, INC

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: *(circle one)* Chairman/President/Vice President

AND

By: _____

print name

ITS: *(circle one)* Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Community Development

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney *WU*

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

LSA Associates, Inc., will prepare an Environmental Impact Report for the Bella Terra
Residential Units

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

See AttachedC. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

SCOPE OF WORK

LSA is pleased to submit this revised proposal to prepare an EIR and peer review technical studies provided by the Applicant for the proposed Bella Terra Residential project (proposed project) located at 7777 Edinger Avenue in the City of Huntington Beach. This proposal has also been revised to briefly outline the work tasks associated with preparing an Addendum to The Village at Bella Terra Final EIR No. 07-03 rather than preparing a new EIR. This Scope of Work is based on information provided in the Site Plan prepared by DJM Capital Partners, TCA Architects, BrightView Design Group, and MollenHauer Group, dated March 19, 2021.

METHODOLOGY

Project Understanding

The City is seeking a consultant to prepare environmental documentation for the proposed project, which is proposed for a 3.35-acre site located at 7777 Edinger Avenue in the City of Huntington Beach. The project site is currently developed with an approximately 149,000 sf building occupied by a Burlington Coat Factory store and an adjacent approximately 33,000 sf retail commercial building (known as Building E), which will be demolished as part of the project. The project site is bounded by a mixture of commercial, office, and hotel uses located to the north/northeast of the project site, commercial and retail uses of the Bella Terra Center to the east of the project site, commercial and office uses to the south of the project site, and mixed-use residential and commercial uses to the west of the project site. In the project site's existing condition, vehicular access is provided via driveways on Center Avenue and Edinger Avenue. The existing Burlington Coat Factory is served by surface parking lots south of the project site and the adjacent parking structure to the north of the project site.

The proposed project would involve the development of a mixed-use project consisting of approximately 300 apartment units, approximately 25,000 sf of new retail, a 3-level parking structure, and associated hardscape, landscaping, and related improvements. The project proposes to satisfy the apartment guest and commercial parking requirements by providing 150 guest parking spaces and 201 commercial parking spaces in the off-site parking structure immediately to the north of the project site. The proposed project would also require a General Plan Amendment, a Specific Plan Amendment, and a Zone Text Amendment.

The project site is located within the Bella Terra Specific Plan (Specific Plan) and occupies a portion of Subarea 5A, which is designated for commercial land uses. The proposed project involves a General Plan and Specific Plan Amendment to shift a total of 7.315 acres of land area, including the project site, from the Specific Plan Area 5A/Subarea A of the larger Bella Terra development into Area 5B/ Subarea B. The project would also require a realignment of the boundary line between the General Plan Area 5A/Subarea A and Area 5B/Subarea B, the modification of the General Plan designation for Subarea 5A and Subarea 5B, the modification of Subarea 5A to eliminate residential uses, and the modification of Subarea 5B to address an increase in commercial floor area ratio (FAR) in the expanded Subarea 5B. The General Plan Land Use Map and the Land Use Element of the City's General Plan would also be revised to account for these changes. Implementation of the proposed project would also require amendments to the Huntington Beach Zoning and Subdivision Ordinance and the existing Bella Terra Specific Plan to reflect the adjustment of the Subarea A/B Boundary line.

It is LSA's understanding that the proposed project would require analysis consistent with previous CEQA documents, including The Village at Bella Terra Final EIR No. 07-03 (SCH No. 2008031066), which analyzed the adoption of the Bella Terra Specific Plan and an Addendum to FEIR 07-03 prepared in 2010, which modified previously established development boundary lines within the Specific Plan, and permitted construction of a Costco warehouse store and fueling center on land within the Specific Plan that is immediately to the west of the project site. Upon review of these previous environmental documents and the project materials, and due to the changed circumstances in the immediate area, as well as the necessary discretionary actions, LSA continues to recommend the preparation of an EIR for the proposed project. However, LSA is available to coordinate with City staff regarding potential adjustments to this scope of work if additional information suggests that an alternate approach to CEQA compliance is viable.

While it is always difficult to anticipate the level of interest that neighboring property owners, residents, businesses, and the community at-large may take in a project, LSA anticipates that the project will generate a moderate amount of public controversy, based on the fact that other recently completed high-density housing projects in the community and the City's current efforts to update its Housing Element have attracted a great deal of community interest. Therefore, LSA's Scope of Work and budget reflect this assumption. This Scope of Work also reflects the fact that the City recently disbanded its Environmental Assessment Committee (EAC); therefore, the EIR will not require EAC review prior to its circulation.

PROJECT APPROACH

Based on LSA's understanding of the proposed project and project vicinity, it is anticipated that preparation of an EIR with supporting technical work will be adequate to satisfy the requirements of CEQA. Should there be any changes to the scope described above, the budget may need to be revisited. The following is an outline of the proposed work program tasks required to complete an EIR and peer review the related technical analyses provided by the Applicant. At the City's request, the Scope of Work required to prepare an EIR Addendum is also provided.

CLIENT INFORMATION REQUIRED

LSA requires the following from the Applicant in order to prepare the EIR:

- Conceptual site plans, including proposed elevations of buildings, landscaping, setbacks, and access points (LSA notes here that these were provided by City staff on May 27, 2021).
- Narrative text for inclusion in the Project Description that provides a description of the following:
 - Existing conditions on the project site, including the existing office buildings (square footage), vehicular access points, utilities, and landscaping;
 - A statistical summary of the proposed building square footage, with a breakdown of the number of residential units and various ancillary uses and amenities that would be included in the project;
 - Proposed discretionary approvals that would be required for the project;

- Proposed operations associated with the project (anticipated number of employees, work shifts, and delivery schedules, if known);
- Building design, including the proposed architectural style(s), building materials, and maximum building heights;
- Proposed driveway and vehicular access points, including gates, fire lanes, and service areas (trash and loading areas, as well as parking for move ins/outs);
- Proposed number of parking spaces for the residential and retail uses, with a comparison to applicable City requirements (the description should clearly differentiate how many spaces would be provided in the parking garage versus at-grade and identify how many spaces would be dedicated to guests);
- Proposed utilities (dry and wet) that would be required to be extended and/or rerouted to accommodate the project;
- Proposed signage and outdoor lighting; and
- Proposed conservation and sustainability features (this should be limited to only those features that the Applicant is committed to incorporating).
- Preliminary grading information, including depth of excavation, if known, and whether import or export of soils will be required.
- Construction information, including length of construction and phasing, average number of daily workers, anticipated construction equipment, and staging area, if known.
- A Preliminary Hydrology Report that includes the necessary information to complete the CEQA Checklist for hydrology (calculations of the existing and proposed impervious/pervious surface areas, changes in runoff volumes and peak flows, and identification of storm drain and detention facilities necessary to mitigate changes in runoff resulting from the proposed project).
- A Preliminary Water Quality Management Plan (WQMP) that includes the necessary information to complete the CEQA Checklist for water quality (disturbed soil area; the change in impervious/pervious surface areas; the receiving water bodies; any pollutants of concern; 303[d] listings and existing and proposed total maximum daily loads for receiving waters; and identified and recommended applicable Site Design, Source Control, and Treatment Control best management practices [BMPs], including Low Impact Development [LID] features, for incorporation into the proposed project to minimize impacts and satisfy water quality requirements).
- A Preliminary Soils/Geotechnical Report, prepared in accordance with applicable State requirements, that addresses all CEQA-related topics, including those outlined in California Geological Survey Note 46.
- A conceptual landscape plan.
- Lighting plans, including specifications of light fixtures and lumens, if available.
- Conceptual infrastructure improvement plans (e.g., water, sewer, storm drain, and electricity connections).
- Phase I Environmental Site Assessment (ESA) and any other applicable hazardous-materials studies prepared for the project site.

- Air Quality/Greenhouse Gas (GHG) Report;
- Noise Technical Report;
- Cultural Resources Technical Report (including built environment and paleontological resources analysis); and
- A digital vector file (produced by either computer-aided design [CAD] or a geographic information system [GIS]) in a real-world coordinate system (e.g., State Plane Zone VI, North American Datum [NAD] 83, or Survey Feet) of the grading limits, building/structural footprints, landscaping, and any other ground/vegetation disturbance areas associated with the project.

According to the draft project schedule provided in the Schedule section of this document, it is anticipated that the data needs outlined above will be submitted to LSA within 1 week of receiving a notice to proceed. Any delays in the receipt of data required to complete the EIR and peer review the related technical analyses may result in the need for a budget amendment.

SCOPE OF SERVICES

The following Scope of Services describes LSA's work program for the preparation of the EIR and peer review of the related technical analyses. As indicated in the Project Understanding section of this proposal, LSA anticipates that the project may generate a moderate amount of public controversy. Therefore, it is assumed that most of the deliverables outlined below will be reviewed by the Applicant's legal counsel.

As discussed earlier, it is LSA's understanding that the Applicant would like to pursue the preparation of an Addendum to The Village at Bella Terra Final EIR No. 07-03 rather than the preparation of a new EIR, if possible. The Alternative Scope of Services for preparation of an EIR Addendum and a peer review of the related technical analyses is provided immediately after this Scope of Services for an EIR.

Task 1.0: Project Initiation and Project Description

LSA will meet with the City team and the Applicant's representative(s) at a project kickoff meeting to discuss the project schedule and LSA's data needs, and develop a mutual understanding of the scope and approach to be used in completing the work tasks outlined herein. The budget associated with this kickoff meeting is included as part of Task 5.2, Attendance at Meetings.

The EIR will include a detailed Project Description based on information and narrative text provided by the Applicant. LSA will use the Project Description to determine the potential environmental effects of implementation of the proposed project and to identify appropriate mitigation measures, if necessary. The Project Description is the core element of the Initial Study and the EIR. Any change to the Project Description after the technical analyses or Initial Study, described in Tasks 2.0 and 3.0 below, are initiated may result in a change to the scope, budget, and schedule. LSA will assemble all pertinent data provided by the City and the Applicant for preparation of the environmental document.

LSA will submit the Project Description for review and approval by the City and the Applicant. For the purposes of this scope and budget, LSA will respond to one round of comments each from the

City and the Applicant and will update the Project Description as necessary. This scope and budget assumes one set of nonconflicting, consolidated comments from both the City and the Applicant. It will be important that the Project Description and any subsequent revisions to it are shared with the Applicant's consulting team to ensure that the various technical studies reflect any adjustments made to the project.

Task 2.0: Technical Analyses, Peer Reviews, and Related Support

Preparation of the EIR will require a peer review of the technical analyses provided by the Applicant (Air Quality/Greenhouse Gas [GHG] Analysis [including a Health Risk Assessment], Noise Technical Report, and Cultural Resources Technical Report [including built environment and paleontological resource analyses]). At this time, it is not clear whether the Applicant will provide a transportation analysis for review by LSA and City staff. Therefore, this proposal includes two options for the transportation analysis: (Option A) preparation of a transportation analysis by the Applicant, with peer review conducted by LSA and City staff; and (Option B) preparation of a transportation analysis by LSA. Preparation of these technical assessments, along with the other technical reports to be provided to LSA by the Applicant, will assist in the environmental analysis. For the purpose of this scope, it is assumed that the transportation analysis will include two rounds of review by the Applicant and the City and that all peer reviews will include two rounds of review by LSA. All deliverables will be provided in electronic Portable Document Format (PDF). It is assumed that additional technical studies required in support of the EIR will be provided by the Applicant, as identified in the Client Information Required section above.

Task 2.1: Air Quality/Energy/Greenhouse Gas Report Peer Review

LSA will conduct a peer review of the Applicant's Air Quality and Greenhouse Gas (GHG) Report. LSA will evaluate the methodologies and conclusions contained in the report for legal and scientific adequacy and accuracy. LSA will ensure that the analyses are consistent with the South Coast Air Quality Management District's (SCAQMD) *CEQA Air Quality Handbook* (1993, currently being revised) for air quality and greenhouse gas emissions analyses. LSA will review the air quality model input and output data for accuracy and compare the output data with those identified in the report. LSA will also conduct a peer review of the cumulative impacts analysis methodologies and conclusions and confirm that the report addresses the CEQA checklist questions related to energy. Once LSA has received an acceptable peer-reviewed and City-approved Air Quality and Greenhouse Gas (GHG) Report, LSA will incorporate the findings of the study into the EIR.

Task 2.2: Health Risk Assessment Peer Review

It is LSA's understanding that the Applicant has proposed to complete a Health Risk Assessment as part of the Air Quality and Greenhouse Gas (GHG) Report described above in Task 2.1 as an optional task. If a Health Risk Assessment is completed, LSA will conduct a peer review of the Applicant's Health Risk Assessment. LSA will evaluate the methodologies and conclusions contained in the report for legal and scientific adequacy and accuracy. LSA will ensure that the analyses are consistent with procedures developed by California Office of Environmental Health Hazard Assessment (OEHHA) and SCAQMD for estimating Toxic Air Contaminants (TACs) using the U.S. Environmental Protection Agency's (USEPA) atmospheric dispersion model, AERMOD. Once LSA has received an acceptable peer-reviewed and City-approved Health Risk Assessment, LSA will incorporate the findings of the analysis into the EIR.

Task 2.3: Noise Technical Report Peer Review

LSA will conduct a peer review of the Noise Technical Report prepared by the Applicant. LSA will review the documented noise and vibration levels described in the report and will review the assessment of the land use compatibility associated with the project site based on the applicable City and State criteria. LSA will also review the findings on potential impacts related to project construction to off-site sensitive receptors. Noise and vibration reduction measures identified in the report will be reviewed for adequacy in reducing impacts to a less than significant level. LSA will summarize the findings in a memorandum report. LSA will conduct one secondary review of the report based on the incorporation of suggestions based on its peer-review memorandum. Once LSA has received an acceptable peer-reviewed and City-approved Noise Technical Report, LSA will incorporate the findings of the analysis into the EIR.

Task 2.4: Cultural Resources Technical Report Peer Review

It is LSA's understanding that the Applicant has proposed to complete a Cultural Resources Technical Report as an optional task. If a Cultural Resources Technical Report is completed, an LSA architectural historian and an LSA archaeologist will peer review the Cultural Resources Technical Report prepared by the Applicant and will prepare a memorandum documenting their peer review comments. The purpose of the peer review is to ensure that the study is adequate for purposes of CEQA. The peer reviewers will analyze the methodology and findings of the study. The peer review will not include site visits, independent research, alternative analyses, or opinions regarding the historical significance findings. This scope assumes that the Cultural Resources Technical Report will be a maximum of 50 pages (including attachments, such as graphics, maps, and California Department of Parks and Recreation (DPR) forms). LSA will also conduct one follow-up review of the revised study to ensure the initial set of comments were adequately addressed and will prepare a follow-up memorandum.

Task 2.5: Paleontological Resources Peer Review

It is LSA's understanding that the Applicant has proposed to complete a paleontological resources analysis as part of the Cultural Resources Technical Report described above in Task 2.4 as an optional task. If a Cultural Resources Technical Report is completed, a senior-level LSA Principal Paleontologist with an advanced degree in that field will provide peer review of the Applicant-prepared paleontological resources section of the Cultural Resources Technical Report and provide technical comments to the City. The peer review will verify that the paleontological resources section of the report has been appropriately prepared according to industry best practices and is adequate with respect to the applicable requirements of CEQA and any other appropriate regulations and policies. As needed, LSA will request clarification of any ambiguous or unclear issues and will make recommendations for revisions and/or additions as warranted. LSA will summarize the findings of this peer review in a memorandum and coordinate with the City to ensure that comments were adequately addressed by the Applicant's consultant.

Once LSA has received an acceptable peer-reviewed and City-approved Cultural Resources Technical Report, LSA will draft the response to the CEQA checklist question regarding potential impacts to paleontological resources in the Geology/Soils section of the EIR.

Task 2.6.A: Transportation Analysis Peer Review (Option A)

It is not clear whether the Applicant will provide a transportation analysis or if LSA will be responsible for preparing one (refer to Task 2.6.B below). If a Transportation Analysis for the proposed project is provided by the Applicant, LSA will review the document to determine whether it is satisfactory for summarization into the EIR. LSA's peer review will confirm that the Transportation Analysis conforms to the traffic analysis requirements of the City, the County of Orange (County) and applicable provisions of CEQA. LSA will also confirm that the Transportation Analysis is prepared using accepted traffic engineering methodologies and procedures.

LSA will present the peer review in a technical memorandum to the City. This technical memorandum will discuss the objectives of the review, relevant CEQA and local planning consistency issues, and recommendations for clarification and/or additional analysis, if required. Upon any revisions by the Transportation Analysis consultant, LSA will conduct a second review of the Transportation Analysis and prepare an additional technical memorandum, if appropriate.

Task 2.6.B: Transportation Analysis Memorandum (Option B)

LSA will prepare a Transportation Analysis Memorandum for the proposed project. The following presents the tasks that are necessary to complete the Transportation Analysis Memorandum.

Trip Generation. LSA will coordinate with the Applicant to determine the specific land use components of the project. LSA will generate vehicle trips using trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017). Based on the selected land use types, LSA will generate daily, a.m. peak-hour, and p.m. peak-hour trips for the project.

LSA will also work with the Applicant to identify the current occupancy and tenants (land uses) of the existing buildings to be demolished. LSA will estimate the daily, a.m. peak-hour, and p.m. peak-hour trips of the existing uses on site. LSA will apply a credit (reduction) for the existing trips, as well as for pass-by trips and internal trip capture, to identify the net trip generation for the site. It should be noted that LSA has conducted preliminary trip generation calculations based on the current project description.

Traffic Impact Analysis Requirement. LSA will determine whether the net change in trips for the project site would require preparation of a Traffic Impact Analysis (TIA), including a level of service (LOS) analysis. Based on LSA's initial trip calculations, the project may not generate a substantial enough increase in trips to and from the site to require a TIA or an LOS analysis. LSA will discuss the trip generation results and need for further analysis with the City's Public Works Department. This proposal does not include preparation of a formal TIA or a quantitative LOS analysis. A separate scope and budget amendment would be required for this comprehensive report and analysis if determined to be necessary by City staff.

Site Access. LSA will provide a review and assessment of site access and on-site circulation based on the site plan, the net new trips generated by the project, and the previous traffic studies conducted in 2008 and 2010. LSA will review project traffic volumes, turn movements, traffic controls, sight distance, and throat lengths (and gate stacking, if applicable) at the project driveways to determine the adequacy of the interface with the arterial street system. If necessary, LSA will provide

recommendations for site access. The collection of traffic counts at the site driveways and/or adjacent intersections is not included in this proposal.

Vehicle Miles Traveled. LSA will conduct a vehicle miles traveled (VMT) analysis for the project. Senate Bill (SB) 743 required changes to CEQA regulations that introduced VMT as the new metric for determining project transportation impacts (replacing LOS). Although the City has not adopted any VMT guidelines or thresholds, LSA will utilize the Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018) and the County of Orange (County) *Final Draft Guidelines for Evaluating Vehicles Miles Traveled under CEQA* (September 2020) for purposes of the VMT analysis. Based on preliminary review, the project may be screened out from a detailed VMT analysis due to the trip generation differential compared to existing uses and the proximity to the Goldenwest Transportation Center. LSA will communicate the results of the VMT analysis immediately with the Applicant, in case mitigation measures would be required.

Shared Parking. LSA will request the latest parking study (shared parking analysis) conducted for the Bella Terra site from the City/Applicant and prepare an update to this document. The project anticipates residential guests and new retail customers will use existing parking supply within the overall center. Because of the mixed-use character of the site, the demand for each land use may peak during different times of the day. It is therefore anticipated that the parking can be shared among the uses, thereby reducing the overall parking requirement of the site. LSA will apply the City parking rates and the hourly utilization percentages from the Urban Land Institute (ULI) *Shared Parking Manual* (3rd Edition), if appropriate. This analysis will identify whether a parking surplus or deficit will occur at the Bella Terra Center as a result of the project. If necessary, LSA will provide recommendations for the site, including additional/modified parking. Parking demand surveys of the existing uses on the Bella Terra site (generally bounded by Center Avenue to the north, Edinger Avenue to the south, Beach Boulevard to the east, and the railroad tracks to the west) are not included in this proposal.

Task 3.0: Initial Study and Scoping Process

Task 3.1: Screencheck Draft Initial Study

LSA will prepare an Initial Study pursuant to *State CEQA Guidelines* Section 15063 to evaluate the potential impacts of the project. An Initial Study is a preliminary analysis of a project that is intended to do the following:

- Provide project information to the public and agencies;
- Enable an agency to identify methods for changing a project with the intent of eliminating or reducing (mitigating) substantial environmental damage;
- Assist in the preparation of EIRs by identifying the environmental damages upon which an EIR should focus;
- Identify possible appropriate mitigation measures; and
- Ensure that all potential areas of environmental damage are identified.

LSA will use the Environmental Checklist form in Appendix G of the *State CEQA Guidelines*. LSA will complete the CEQA Checklist and will provide a brief discussion for each resource area identified in the checklist to adequately explain impact significance conclusions. The Initial Study will also include a Project Description commensurate with the level of detail available from the City and the Applicant at the time of its preparation (see Task 1.0).

The Initial Study will identify which environmental thresholds may result in potentially significant impacts and which thresholds may have less than significant or no impact and therefore can be scoped out of the EIR. Therefore, the Initial Study will help streamline the topics to be analyzed in the EIR.

LSA will prepare a Screencheck Draft Initial Study and will submit the document to the City for review. The format will be based on City requirements and will also meet CEQA compliance procedures. For the purposes of this scope and budget, LSA will respond to one round of comments from the City. The Applicant will review the Initial Study drafts at the City's discretion. All comments must be consolidated and non-conflicting (i.e., LSA must receive one set of non-conflicting, consolidated comments per round).

Task 3.2: Revised Screencheck Draft Initial Study

LSA will respond to City comments on the Screencheck Draft Initial Study and will complete the necessary revisions in redline/strikeout format for ease in reviewing the changes to the Revised Screencheck Draft Initial Study from the previously submitted version of the document.

Task 3.3: Prepare and Distribute Notice of Preparation

Following completion of the Initial Study, LSA will prepare a Notice of Preparation (NOP) per Section 15082 of the *State CEQA Guidelines*. The NOP will include a brief Project Description, a site map, the topics to be evaluated in the EIR, the probable environmental effects of the proposed project, and the process for completing the EIR. It will also provide notice of a public scoping meeting to present the project to the public. LSA will submit the NOP to the City for review and signature.

Once finalized, the NOP will be packaged with the Initial Study for distribution. This Scope of Work assumes that the City will provide its distribution list and the radius distribution list for private addresses (i.e., neighbors). Using the City's distribution list, LSA will identify responsible, State, trustee agencies, and/or other interested parties and members of the public who should receive the NOP. LSA will provide the mailing list to the City for review and approval.

LSA will file the NOP with the Orange County Clerk-Recorder. The Applicant will be responsible for paying all filing fees associated with the County Clerk-Recorder. The City will be responsible for posting the IS/NOP on the City's website and for posting the NOP in local newspapers. LSA will provide the City with the IS/NOP as a PDF file for posting.

LSA will distribute/mail the NOP to persons/agencies/organizations on the City's mailing list and radius distribution list (radius distribution list to be provided by the City/Applicant). LSA will prepare up to 10 hard copies and up to 30 CD copies of the IS/NOP for distribution to the City and responsible agencies. LSA will provide the City with delivery confirmation of each copy of the IS/NOP that is distributed.

LSA will electronically file the IS/NOP with the State Clearinghouse. The submittal to the State Clearinghouse will consist of the State Clearinghouse Summary Form, one copy of the Notice of Completion (NOC), and an electronic copy of the IS/NOP. LSA will complete the NOC and Summary Form and will submit them to the City for review and signature.

Task 3.4: Early Consultation (Scoping)

LSA will assist the City in coordinating one public scoping meeting. LSA will provide CEQA-related display boards (a maximum of four), comment cards (a total of 100), and a sign-in sheet for the public scoping meeting. The purpose of the meeting will be to solicit concerns related to environmental issues prior to initiating the environmental review. LSA recommends conducting the scoping meeting in a more informal "open house" style that features topic "stations" with experts in various fields/topics who can answer questions. At the open house, attendees will be invited to fill out comment cards; no verbal comments will be taken at the meeting, and no video recording or streaming comments will be taken.

Subsequent to closure of the 30-day NOP review period, LSA will review all comments received during the NOP review period, including comments received at the scoping meeting, and will prepare a summary scoping report. LSA will identify any new issues that are applicable for incorporation into the EIR, recommend any needed changes to the proposed Scope of Work, and ensure that all submitted concerns are adequately covered by the EIR. The scoping report and public comments will be included as an appendix of the Draft EIR. The scoping summary report will be provided to the City for review and approval.

Task 4.0: Environmental Impact Report

Task 4.1 Screencheck EIR

LSA will prepare a Screencheck Draft EIR for review by the City in accordance with the requirements of CEQA and the *State CEQA Guidelines*. The Screencheck Draft EIR will reflect CEQA requirements along with any requirements of regulatory and responsible agencies as determined by comments received during the scoping meeting or through the NOP process. The EIR will primarily rely on technical analyses/reports completed to date and provided by the City for incorporation into the environmental document. As much of the technical information as possible will be placed in the appendices to the EIR. Duplication of information in multiple locations of the EIR will be avoided to the greatest degree possible.

The Screencheck Draft EIR will contain all applicable environmental components required by CEQA, including an Introduction and Project Description; Setting, Impacts (Project and Cumulative), Mitigation, and Level of Significance; and mandatory CEQA topics (i.e., Growth Inducement and Appendix F/Energy Demand), Alternatives, Lists of References, Persons Consulted, and EIR Preparers. The Executive Summary impact table and Draft Mitigation Monitoring and Reporting Program (MMRP) will not be provided with the Screencheck Draft EIR but will be submitted for review with the Preprint Draft EIR once the level of environmental impacts is agreed upon and the mitigation measure language is close to being finalized. The EIR that is submitted to the City will reflect LSA's internal review and quality control procedures.

Each topic in the Screencheck Draft EIR will include a discussion of the existing setting, thresholds of significance, project analysis, cumulative impacts, mitigation measures (if necessary), and level of significance after mitigation. The Screencheck Draft EIR will compare the existing setting to the post-project environmental setting. Mitigation measures will be identified to address potentially significant impacts. Each section will discuss the potential short-term environmental impacts associated with project construction, the long-term effects associated with project operation, and the cumulative impacts associated with project implementation.

LSA anticipates that biological resources, agriculture and forestry resources, mineral resources, and wildfire will be screened out during the IS/NOP process and therefore not discussed in detail in the EIR. The following environmental topics are anticipated to be included in the EIR analysis.

- Aesthetics
- Air Quality
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

Preparation of the Screencheck Draft EIR includes an evaluation of the potential impact of the proposed project on the various public services and utilities that will serve the project. The public services that will be analyzed include police and fire protection, schools, solid-waste collection, water, and wastewater. Service letters will be sent to the relevant utilities and public agencies to solicit their comments with regard to the impacts of the project on their respective services.

LSA will submit the Screencheck Draft EIR to the City for review (without the Executive Summary or the MMRP). For the purposes of this Scope of Work and budget, LSA assumes two rounds of review (Screencheck Draft EIR I and II) with one set of non-conflicting, consolidated comments from the City per round. LSA will submit electronic copies of each draft to the City for review.

After receiving comments from the City staff on the Screencheck Draft EIR, LSA will make necessary revisions to the document, including completing the Executive Summary impact table. In compliance with Public Resources Code (PRC) Section 21081.6, LSA will also prepare an MMRP. The MMRP will describe the required mitigation necessary to avoid or reduce significant impacts and the responsible parties, tasks, and schedule necessary for monitoring mitigation compliance. The MMRP will be incorporated into the certification documents for the Final EIR. LSA recommends circulation of the MMRP as part of the Draft EIR.

LSA will provide one electronic preprint version of the Draft EIR and technical appendices to City staff for a limited final review prior to printing the Draft EIR. The purpose of this review will be to review the entire document with all appendices and technical reports, and to verify that the City is satisfied with the Draft EIR. Following receipt of approval, LSA will prepare a camera-ready (i.e., preprint) copy of the Draft EIR for printing.

Task 4.2: Circulation of Draft EIR

Prior to distribution of the Public Review Draft EIR, LSA will prepare a draft public Notice of Availability (NOA) of the Draft EIR for City review. LSA will also work with the City to update the distribution list for the Public Review Draft EIR, as needed. This Scope of Work assumes the City will update and provide the radius distribution list if needed. LSA will file the NOA with the Orange County Clerk-Recorder's Office. The City will be responsible for posting the NOA on the City's website and in local newspapers. LSA will provide a PDF file of the NOA to the City for posting. If it is determined that the City will not post the NOA in local newspapers, LSA can post the NOA in local newspapers for an additional cost.

LSA will electronically file the NOC and NOA with the State Clearinghouse. LSA will also reproduce and distribute the NOA and the Public Review Draft EIR to appropriate agencies. LSA will also distribute up to 25 copies of the NOA to interested parties. LSA will distribute up to 10 hard copies of the Draft EIR with technical appendices to be placed on CDs and up to 30 copies of the Draft EIR on CD. LSA will provide the City with delivery confirmation for each copy of the Draft EIR distributed. LSA will provide bound copies of the Draft EIR with technical appendices on CD for the City's Planning Division counter and one area library. Additionally, LSA will provide one copy of the Draft EIR and technical appendices in HTML format or other acceptable web-friendly format and will break the document into smaller, easily downloadable portions, so they can be easily placed on the City's website.

Task 4.3: Prepare Final Environmental Document

Task 4.3.1: Comment Responses and EIR Revisions. Following the public review period, the LSA Team will prepare responses to public comments on the Draft EIR as received. LSA will work with the City to determine responsibilities for preparing the responses. General responses will be prepared for significant repetitive comments. Specific individual responses will be prepared as needed. LSA's objectives for the responses are the following: (1) be aggressive in establishing the strategy and determining responsibilities in order to maintain the schedule and minimize later revisions; (2) prepare a document that is well organized and usable by all parties, including the public; and (3) adequately respond to all comments. Although the focus of the responses will be on those comments that are truly subject to CEQA review, LSA will also endeavor to answer all questions in an informative manner.

Providing a budget estimate for responding to comments on the Public Review Draft EIR is extremely difficult because it is impossible to predict the volume and nature of the comments. Significant new analysis is not included in this task. Please refer to the Proposal Fee Estimate below for staff time to organize, prepare, and compile the responses to comments and prepare the Final EIR (discussed below). However, this estimate may change once comments are received and reviewed by the City and LSA. One electronic (i.e., PDF and/or CD) copy of the response-to-comments document will be submitted to the City. For the purposes of this Scope of Work and budget, LSA assumes one set of non-conflicting, consolidated comments from the City.

Following City review of the response-to-comments document, LSA will prepare a Screencheck Draft Final EIR that will consist of the following: (1) the final MMRP (discussed below); (2) comment letters and responses with supporting materials in appendices; and (3) any modifications to the Draft EIR document that may be needed (to be accomplished through the preparation of an errata

document). Minor revisions/corrections to the Draft EIR will be made within the responses themselves or incorporated by LSA into an errata section of the Final EIR. If the City prefers to have a Final EIR that reflects all changes in track changes (redline/strikeout), this can be provided in lieu of the errata. LSA will submit the Screencheck Draft Final EIR to the City for review. LSA will respond to one round of non-conflicting, consolidated comments from the City.

Task 4.3.2: Prepare Final Mitigation Monitoring and Reporting Plan. After the proposed Final EIR has been reviewed by the City, LSA will prepare a Final MMRP in accordance with *State CEQA Guidelines* Section 15097, for use in ensuring implementation of the mitigation measures for the proposed project. The MMRP will contain an inventory of mitigation measures, the timing for their implementation (e.g., prior to issuance of grading permits), the responsible staff or agency assigned to monitor the condition, and a compliance/noncompliance statement. LSA's Scope of Work and budget assume one set of non-conflicting, consolidated comments from the City. The approved Final MMRP will be attached to the City's resolutions for consideration by the City Planning Commission and the City Council.

Task 4.3.3: Prepare and Distribute Final EIR. Once LSA has addressed the City's comments on the Screencheck Draft Final EIR, it will provide one electronic preprint version of the Final EIR to City staff for a limited final review prior to printing the Final EIR. The purposes of this review will be to review the entire document and to verify that the City is satisfied with the Final EIR. Following receipt of approval, LSA will prepare a camera-ready (i.e., preprint) copy of the Final EIR for printing.

LSA will be responsible for the production of up to 10 hard copies of the Final EIR and 10 CD copies. The Final EIR will include the Draft EIR, the Response to Comments/Errata, and the MMRP with technical appendices in an electronic format delivered on CD or other suitable media. Subsequent to the finalization of the Final EIR, LSA will distribute responses to agency comments. Each agency will receive a cover letter, a coded copy of the agency's comment letter, and the responses to that agency's comments.

Task 4.3.4: Draft and File/Distribute Notice of Determination. Following the City's approval of the EIR, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk-Recorder. The City will provide a check for all necessary filing fees (including CDFW fees) to be submitted to the County Clerk-Recorder with the NOD. Once the NOD is filed with the County Clerk-Recorder, LSA will provide the original CDFW receipt and copy of the filed NOD to the City for its records. LSA will also file the NOC and proof of payment of the CDFW fees with the State Clearinghouse within 5 days of the City's certification of the Final EIR.

Task 5.0: Project Management and Attendance at Meetings

Task 5.1: Project Management

This task represents an active project management role to supervise the project schedule and budget. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the EIR. This task includes notifying the City and the Applicant's team of problems as they are encountered and working expeditiously to resolve them. To facilitate the dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with the Applicant and City staff. This task will be especially critical given LSA's involvement in the peer review process.

Task 5.2: Attendance at Meetings

LSA anticipates attendance at one Project Kick-off Meeting, up to eight team coordination calls/meetings with City staff and the Applicant, one EIR scoping meeting, and two public hearings (City Planning Commission and City Council) are included in LSA's Scope of Work. The budget anticipates attendance by one or two LSA staff members at the conference calls and in-person meetings, depending on the issues to be discussed. This Scope of Work also includes attendance at the scoping meeting and public hearings by two LSA staff members. During the environmental-documentation process, LSA will monitor the number of meetings attended to maintain compliance with this estimate. Attendance at meetings over the maximum identified in Table A below or attendance by additional technical specialists at community meetings/public hearings will be on a time-and-materials basis with the City's written approval, consistent with LSA's standard fee schedule.

Table A: Estimated Meetings

Meeting Type	Number
Kick-off Meeting	1
Scoping Meeting	1
Team Coordination Calls/Meetings	8
Planning Commission Meeting	1
City Council Meeting	1
TOTAL	12*

*Any additional meetings will be addressed on a time-and-materials basis.

ALTERNATIVE SCOPE OF SERVICES – EIR ADDENDUM

The following Alternative Scope of Services describes the differences in LSA's work program for the preparation of an Addendum to The Village at Bella Terra Final EIR No. 07-03 (The Village at Bella Terra EIR).

The following tasks described above would also be included in the Alternative Scope of Services for preparation of an EIR Addendum:

- Task 1.0: Project Initiation and Project Description
- Task 2.1: Air Quality/Energy/Greenhouse Gas Report Peer Review
- Task 2.2: Health Risk Assessment Peer Review
- Task 2.3: Noise Technical Report Peer Review
- Task 2.4: Cultural Resources Technical Report
- Task 2.5: Paleontological Resources Peer Review
- Task 2.6.A: Transportation Analysis Peer Review (Option A) or Task 2.6.B: Transportation Analysis Memorandum (Option B)
- Task 5.1: Project Management
- Task 5.2: Attendance at Meetings

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. Charges for time during travel are not normally reimbursable and will only be paid if such time is actually used in performing services for CITY or otherwise arranged with CITY.

2. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

Task List

Task 1.0 - Project Initiation and Project Description: \$5,500

Task 2.0 - Technical Analyses, Peer Reviews, and Related Support: 24,500

Task 3.0 - Initial Study and Scoping Process: \$23,500

Task 4.0 - Environmental Impact Report: \$138,000

Task 5.0 - Project Management and Attendance at Meetings: \$24,000

Reimbursable Expenses: \$4,000

10% Contingency: \$21,950

Complete Task List also available in Table B in proposal.

3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time.

Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Exhibit B

PROPOSAL FEE ESTIMATE

EIR OPTION

LSA proposes to accomplish Tasks 1 through 5, including Task 2.6.A (peer review a transportation analysis provided by the Applicant; Option A), as described in the EIR Scope of Work, for an estimated fee of **\$241,450**, as shown in Table B, below. This is inclusive of a 10 percent contingency budget. If LSA is responsible for preparation of a Transportation Analysis Memorandum (Task 2.6.B; Option B), the overall fee would be increased by \$7,150 to **\$248,600**.

Table B: LSA Fee Estimate – EIR Option

Phase/Task	Estimate
Task 1.0: Project Initiation and Project Description	\$5,500
Task 2.0: Technical Analyses, Peer Reviews, and Related Support	
Task 2.1: Air Quality/Energy/Greenhouse Gas Report Peer Review	\$6,000
Task 2.2: Health Risk Assessment Peer Review	\$3,000
Task 2.3: Noise Technical Report Peer Review	\$5,000
Task 2.4: Cultural Resources Technical Report	\$4,000
Task 2.5: Paleontological Resources Peer Review	\$2,500
Task 2.6.A: Transportation Analysis Peer Review (Option A)	\$4,000
Task 2.0: Technical Analyses Subtotal (with Option A)	\$24,500
Task 2.6.B: Transportation Analysis Memorandum (Option B)	\$10,500
Task 2.0: Technical Analyses Subtotal (with Option B)	\$31,000
Task 3.0: Initial Study and Scoping Process	
Task 3.1: Screencheck Draft Initial Study	\$11,000
Task 3.2: Revised Screencheck Draft Initial Study	\$4,500
Task 3.3: Prepare and Distribute Notice of Preparation	\$2,500
Task 3.4: Early Consultation (Scoping)	\$5,500
Task 3.0: Initial Study and Scoping Process Subtotal	\$23,500
Task 4.0: Environmental Impact Report	
Task 4.1: Screencheck EIR	\$85,000
Task 4.2: Circulation of Draft EIR	\$25,500
Task 4.3: Prepare Final Environmental Document	\$27,500
Task 4.0: Environmental Impact Report Subtotal	\$138,000
Task 5.0: Project Management and Attendance at Meetings	
Task 5.1: Project Management	\$15,000
Task 5.2: Attendance at Meetings	\$9,000
Task 5.0 Project Management and Attendance at Meetings Subtotal	\$24,000
Reimbursable Expenses	\$4,000
Subtotal (with Option A)	\$219,500
Subtotal (with Option B)	\$226,000
10% Contingency (Option A/B)	\$21,950/\$22,600
OPTION A TOTAL (Including Contingency)	\$241,450
OPTION B TOTAL (Including Contingency)	\$248,600

LSA charges fees on an hourly basis, consistent with the Schedule of Billing Rates provided in Appendix A. The fee estimate above 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 an EIR and related technical analyses for projects of this type. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the City's objectives and the legal adequacy of the work products. Should there be any changes to the scope described above, the budget may need to be revisited. This proposal shall remain valid for 90 days from the proposal date.