

Mt. Diablo Unified School District

Independent Contract Agreement

LSA Associates, Inc.

For

**Professional Services – CEQA for Northgate
High School Aquatic Center**

**Dated
September 11, 2011**

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 11th day of September, 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and LSA Associates, Inc. (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 150,580.00 total fee for Services (NOT TO EXCEED)

The basis of the fee for Services shall be as follows:

- a. \$ X per hour (see Exhibit A.1),
b. \$ _____ per day, or
c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall be paid upon completion of services after obtaining originator's signature at the bottom of this contract, indicating that services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on September 11, 2012. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be

entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Mr. David Clore</u>
1936 Carlotta Drive	Address: <u>LSA Associates, Inc.</u>
Concord, CA 94519-1397	<u>2215 Fifth Street</u>
Attn: Superintendent	<u>Berkeley, California 94710</u>
	Phone: <u>(510) 540-7331</u>
	Fax: <u>(510) 540-7344</u>
	Tax ID #: <u>81-0625728</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Budget Administrator Date

By: _____
Date

Title: _____

Title: _____

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input type="checkbox"/>	It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.
OR	
<input type="checkbox"/>	This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.
_____ Administrator's Signature Date	

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

Originator's Signature _____ Date _____ Phone _____

358.7606.58.6210 - \$150,580.00 (NTE)

Budget Code _____

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

EXHIBIT A**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

1. Per proposal dated June 13, 2011 (exhibit A.1), Contractor shall provide initial study analyzing the environmental effects of the proposed Ball Field Lighting project, pursuant to the California Environmental Quality Act (CEQA) Services shall include but not be limited to the tasks listed below:
2. IS/MND Tasks
 - 2.1. Project initiation
 - 2.2. Environmental Analysis
 - 2.3. Prepare Initial Study
 - 2.4. Prepare response to Comments
 - 2.5. Mitigation Monitoring and Reporting Plan
 - 2.6. Notice of Determination
 - 2.7. Project Management
 - 2.8. Meetings
3. EIR Tasks (if required)
 - 3.1. Update Initial Study
 - 3.2. Prepare Initial Study
 - 3.3. Prepare Notice of Preparation
 - 3.4. Prepare Draft EIR
 - 3.5. Respond to Comments
 - 3.6. Prepare Findings
 - 3.7. Prepare Mitigation Monitoring and Reporting Plan
 - 3.8. Prepare Notice of Determination
 - 3.9. Project Management
 - 3.10. Meetings and Public Hearings

Services of Contractor arranged by

Signature

2010 Measure C
Department / School

Exhibit A.1



LSA ASSOCIATES, INC.
2215 FIFTH STREET
BERKELEY, CALIFORNIA 94710

510.540.7381 TEL
510.540.7344 FAX

CARLSBAD
FORT COLLINS
FRESNO
IRVINE

PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROCKLIN

SAN LUIS OBISPO
SEATTLE
S. SAN FRANCISCO

August 24, 2012

Pete Pedersen
Mount Diablo Unified School District
Holbrook Elementary School
3333 Ronald Way
Concord, CA 94519

Subject: CEQA Environmental Review for the Northgate High School Aquatic Center

Dear Pete:

LSA Associates, Inc. (LSA) is pleased to submit this proposed scope, schedule and budget for the preparation of appropriate environmental review documentation (both for an Initial Study/Mitigated Negative Declaration (IS/MND) and for an Environmental Impact Report (EIR), should one be necessary) analyzing the environmental effects of the Northgate High School Aquatic Center (project), pursuant to the California Environmental Quality Act (CEQA). This memo includes a short summary of our understanding of the project, and our approach to preparing both of these documents.

INTRODUCTION

Preparation of the IS/MND will be completed by LSA staff, utilizing the final site plan for the project, and any other supporting documents provided by the District. Primary staff on this project will be **Caroline Park, Assistant Planner**, who will research and draft the preliminary version of the IS/MND. **Amy Paulsen, Associate**, will serve as project manager and will oversee the IS/MND, review all outgoing emails or memoranda and complete the administrative draft version submitted to the District. **David Clore, Managing Principal**, will review all final products.

PROJECT UNDERSTANDING

The project is proposed by the Mount Diablo Unified School District (District) and includes the construction of a new aquatic center. Elements of the project are described below:

- A new 25x40 meter outdoor competition pool which would include 16 lanes and could accommodate both competitive swim meets and competitive water polo. Once built, the pool may also be available for public use.
- Decks, retaining walls, fencing, seating, and associated site improvements. Site improvements may include exterior lighting and a public address (P.A.) system.
- A new two-story building addition adjacent to the existing weight room, which would include the following:

Exhibit A.1

LSA ASSOCIATES, INC.

- Pool pump/heating equipment (a passive heating system for the pool is desired);
- Aquatic facility offices (300 feet);
- Aquatics shower (exterior preferred) and toilet facilities;
- Sports medicine program/team meeting classroom (2,500 square feet);
- Wrestling/dance/cheer practice gymnasium (7,500 square feet); and
- Alterations/modifications to the existing boys and girls locker rooms.

Currently, the water polo and swim teams practice at other swimming pools: the water polo teams practice at Acalanes High School in Lafayette (boys team) and Diablo Valley College in Pleasant Hill (girls team). The swim team practices at Clarke Swim Center (Heather Farm) in Walnut Creek, approximately 2¾ miles northwest of the project site. Construction of this proposed project would allow for practice and swim meets at Northgate High School. The construction of the pool would also allow for students located at other schools within the District to use this pool. While not known at this time, it is possible that the pool may also be opened for public use at some point in the future.

SCOPE OF WORK – IS/MND

Table 1 outlines LSA's proposed scope of work for this assignment, which is discussed in greater detail below.

TASK A. PROJECT INITIATION

Project initiation will include several tasks, including a site visit, preparation of a base map, data gathering, and contacting select agencies and City departments. The project description for the IS/MND will also be prepared as part of project initiation subtasks.

1. Start-Up Meetings/Site Visit

LSA will meet with the project team to discuss the proposed project and the appropriate environmental review approach for the project. We will also visit the project site to familiarize ourselves with existing conditions and site features. Photographs of the site and adjacent land uses will be obtained during the site visit.

2. Base Map Preparation

A base map of the project site and vicinity will be prepared by LSA. The project site base map will be used to illustrate the project site's relationship to surrounding land uses, roads, and key physical features of this part of Walnut Creek.

Table 1: Work Program Outline – IS/MND

TASK A. PROJECT INITIATION
1. Start-Up Meetings/Site Visit
2. Base Map Preparation
3. Data Gathering and Evaluation
4. Prepare Project Description
TASK B. CONDUCT ENVIRONMENTAL ANALYSIS
1. Aesthetics
2. Agricultural Resources
3. Air Quality and Greenhouse Gases
4. Biological Resources
5. Cultural Resources
6. Geology and Soils
7. Hazards and Hazardous Materials
8. Hydrology and Water Quality
9. Land Use and Planning
10. Mineral Resources
11. Noise
12. Population and Housing
13. Public Services and Recreation
14. Transportation and Circulation
15. Utilities and Service Systems
TASK C. PREPARE INITIAL STUDY
1. Administrative Draft IS/MND
2. Screencheck Draft IS/MND
3. Public Draft IS/MND
TASK D. RESPOND TO COMMENTS
TASK E. PREPARE MITIGATION MONITORING AND REPORTING PLAN
TASK F. PREPARE NOTICE OF DETERMINATION
TASK G. PROJECT MANAGEMENT
TASK H. MEETINGS AND PUBLIC HEARINGS

Exhibit A.1

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3. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity will be collected and evaluated. These include any background documents prepared by the District, environmental review documentation from previous projects, and applicable City of Walnut Creek planning and policy documents. It is anticipated that the District will provide the following information:

- Geotechnical Report
- Phase I Environmental Assessment Report (Hazards); (as an optional task on page 4 below, LSA could engage a technical subconsultant to prepare this report)
- Final details of the proposed project, including: details regarding lighting and PA system; demolition and construction schedule; anticipated construction equipment to be used; bleacher capacity; anticipated storm drainage features
- Details regarding the anticipated pool use, including: details regarding the swim meets (approximate number per year, hours per day, starting and ending time of meets); approximate size of swim/water polo teams; hours of public use of pool; chemicals used for pool maintenance, and identified storage and District procedures for handling these materials

4. Prepare Project Description

LSA will prepare the project description based on materials provided by the project team. The project description will include a discussion of the key characteristics of the project site and its vicinity, project objectives, details of the proposed project, the approval process, the anticipated construction schedule, and any permits that would be sought as part of project approval.

TASK B. CONDUCT ENVIRONMENTAL ANALYSIS

LSA will undertake the research that will be necessary to evaluate the environmental effects of the proposed project. The following topics will be addressed in the IS/MND, as outlined in the CEQA Environmental Checklist Form (Appendix G of the CEQA Guidelines): *aesthetics; agriculture and forestry resources; air quality and greenhouse gas emissions; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services and recreation; transportation and circulation; and utilities and service systems.* The assumptions and methodology for addressing these topics are addressed below.

Aesthetics. The aesthetics section will describe existing visual conditions in and around the project site as well as views to and from the surrounding area. The effects of potential nighttime lighting on scenic views and visual character will be qualitatively evaluated. LSA will also determine whether proposed lighting would spill over (should exterior lighting be included in the proposed project) into adjacent properties or increase glare or reduce the quality of nighttime views. We would anticipate discussing the appropriate level of detail for this presentation with District staff.

Agriculture and Forestry Resources. It is not expected that the proposed project would have any effect on agricultural or forestry resources in or around Walnut Creek.

Air Quality and Greenhouse Gases. Project construction activities would include limited ground disturbance, the use of diesel vehicles on the site, potential release of dust, and traffic related to construction worker travel and delivery of materials to the site, all of which could have adverse effects on air quality. The provision of electricity to the site may contribute to the generation of

Exhibit A.1

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greenhouse gas emissions. LSA will prepare the air quality impacts analysis for the proposed project, based on the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines. Traffic-related air quality effects during construction will be discussed qualitatively. This scope of work does not include a detailed analysis of traffic-related air impacts associated with an increased attendance at pool events during the operational phase of the project. It is anticipated that construction phase fugitive dust and vehicular emissions could all be sufficiently mitigated through the imposition of the BAAQMD's standard construction measures.

Biological Resources. Because the project site is developed, the project is not expected to result in impacts to terrestrial wildlife, including special-status species, or their habitats. Therefore, no field surveys or database searches for special-status species or sensitive habitats are included in the scope of work. Mitigation measures will be recommended, if necessary.

Cultural Resources. The school facilities were constructed in the 1970s and are not believed to be historic resources; as such, a historical records search will not be included as part of the analysis. Because accidental discovery of cultural resources is a possibility whenever ground-disturbing activities are conducted, mitigation measures may be recommended for accidental discovery of paleontological and archaeological resources during subsurface construction activities.

Geology and Soils. The geology and soils section will summarize the potential for geologic impacts based on information available in geotechnical reports provided by the District. The geology, seismicity and soils analysis will assess the proposed project and its potential impacts associated with earthquakes, landslides, and unstable soil conditions, including erosion and shrink-swell soils. Potential impacts will be evaluated against the significance criteria. Applicable local, regional, State, and federal laws and regulations will be identified. The IS/MND will address potential impacts related to geologic and soils hazards and suggest mitigation measures, if necessary.

Hazards and Hazardous Materials. LSA will summarize any available information on hazards and hazardous materials. To prepare the analysis LSA will need a description of any new hazardous materials that might be used as part of the project for pool maintenance, and the campus procedures for handling hazardous materials/wastes associated with the proposed project. Information included in the Phase I report will be summarized.

Option Task - Phase I: As an option task, LSA could engage a technical subconsultant to prepare a Phase I Environmental Site Assessment for the project site. *Estimated cost: \$6,000 - \$8,000*

Hydrology and Water Quality. The IS/MND will qualitatively evaluate potential impacts related to hydrology and water quality. If necessary, practical mitigation measures will be identified that would reduce or eliminate potential impacts related to hydrology and storm drainage. Additional mitigation may focus on incorporating source control (designed to eliminate exposure of runoff to pollutants) and treatment control (designed to treat runoff that may contain pollutants) BMPs in the project design to minimize impacts to water quality.

Land Use and Planning. This section will include a description of existing land uses within and in the vicinity of the project site. The IS/MND will address potential land use and planning impacts and suggest mitigation measures, if necessary.

Mineral Resources. It is anticipated that the project will have no effect on mineral resources.

Exhibit A.1

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Noise. The following noise scope of work assumes that a P.A. system will be incorporated into the project. Because the project site is adjacent to a residential neighborhood, the area around Northgate High School is particularly sensitive to high noise levels. The proposed project could result in localized noise increases associated with new outdoor noise sources such as spectator and participant noise, as well as a P.A. system for the new aquatic center. LSA would perform the following tasks as part of the noise impact analysis:

- **Conduct ambient noise monitoring.** Short-term ambient noise monitoring will be conducted at up to four locations in the project vicinity (including, as access is granted, in and around neighboring residential properties) to establish the baseline noise environment associated with existing activities on the project site. A long-term noise measurement would also be conducted to capture existing baseline ambient noise levels in the project vicinity and enable calculation of the 24-hour weighted-average day-night level (L_{dn}).
- **Construction noise impacts.** Construction of the project would require the short-term operation of heavy equipment in the vicinity of educational uses and adjacent homes. EPA recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and/or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. Analysis requirements will be based on the sensitivity of the project area and City of Walnut Creek noise ordinance specifications.
- **Identify operational noise source impacts.** Increased noise from project-related spectator and equipment (P.A. system) noise sources will be evaluated for potential noise impacts on adjacent noise sensitive uses commensurate with the level of detail available for project operations. Event noise will be based on documented noise levels of similar equipment configurations and the anticipated maximum number of spectators for the anticipated aquatic events. Increased noise from project-related traffic will also be evaluated commensurate with the level of detail available for average daily project trips.
- **Identify mitigation measures.** Mitigation measures designed to reduce potential short- and long-term noise impacts to acceptable levels will be identified where appropriate. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.
- **Deliverables.** LSA will provide this analysis in the form of a technical report with supporting appendix data. The findings of this report will be summarized in the IS/MND document that is prepared for the project.

Population and Housing. It is not expected that the proposed project would have any effect on population or housing.

Public Services and Recreation. The proposed project would expand the hours of the day over which sports activities could operate at the site. It is possible that these expanded hours of operation could increase demand for fire/emergency and police services. LSA will contact the City of Walnut Creek fire and police departments to determine the level and adequacy of service currently provided to the campus and the potential impact of the extended hours allowed by the lighting facilities, if any. The IS/MND will address potential public service impacts and suggest mitigation measures, if necessary.

Transportation and Circulation. The proposed project would not lead to additional student growth, but rather would extend use of the project site for pool related activities by students and spectators. Those extended hours of operation would, by definition, not occur during the AM or PM peak traffic period and would be expected to be less – at their peak – than the existing daily peak volumes of

Exhibit A.1

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traffic. Thus, the scope of work does not include a detailed analysis of traffic impacts during the operational phase of the project. Potential use of the pool by the general public will be described qualitatively because, again, the traffic volumes expected to result from such use would occur during off-peak times and not exceed existing peak traffic volumes. The IS/MND will address potential construction period traffic impacts and suggest mitigation measures, if necessary.

Utilities and Service Systems. LSA will evaluate the impacts to utilities and service systems that could result from implementation of the proposed project. The IS/MND will suggest mitigation measures, if necessary.

TASK C. PREPARE INITIAL STUDY

Based on the environmental analysis conducted as part of Task B, LSA will prepare an IS/MND for review by the project team.

1. Administrative Draft IS/MND

LSA will prepare an Administrative Draft IS/MND with the following components. Figures will be provided to illustrate the project site and the proposed project.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Technical Appendices (as needed)

Five (5) paper copies and one digital copy of the Administrative Draft IS/MND will be submitted to the project team for review and comment. At the end of the District's review, LSA will discuss comments on the Administrative Draft by phone or e-mail, if desired.

2. Screencheck Draft IS/MND

Based on a single set of consolidated and non-contradictory comments, LSA will amend the Administrative Draft IS/MND and prepare a Screencheck Draft for final review by District staff. The Screencheck Draft will be provided in digital format, along with a compare version that explicitly shows changes between the two drafts in underline and strikeout.

3. Public Draft IS/MND

LSA will make any final refinements to the Screencheck Draft IS/MND based on a single set of consolidated non-contradictory comments provided by District staff. Ten (10) copies of the Draft IS/MND will be submitted to the project team. Digital files would also be provided.

TASK D. RESPOND TO COMMENTS

Immediately following the end of the public review period, LSA will discuss with the District any comments received during the public review period, and the approach to undertake in responding to comments. This scope assumes that LSA would respond to a moderate number of comments from the public and agencies in the form of a memorandum, and a total of 24 hours of time has been allocated for response.

Exhibit A.1

LSA ASSOCIATES, INC.

TASK E. PREPARE MITIGATION MONITORING AND REPORTING PLAN

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures identified in the IS/MND. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, for review and approval by District staff.

TASK F. PREPARE NOTICE OF DETERMINATION

Immediately upon project approval, LSA will prepare a Notice of Determination (NOD) for the District to file with the State Clearinghouse and the Contra Costa County Clerk.

TASK G. PROJECT MANAGEMENT

LSA will undertake a variety of general project management tasks throughout the process of preparing the IS/MND and presenting it to decision-makers. Amy will provide input on and monitor the scope, budget, and scheduling of the project. She will review all prepared text, tables, and graphics before these materials are presented as administrative review documents. David will review all final products and ultimately be responsible for quality assurance for all work undertaken. He will also be available for consultation on CEQA procedural matters, as well as application of the *CEQA Guidelines* to this project. Caroline will coordinate the day-to-day research, analysis and writing activities associated with the project.

TASK H. MEETINGS AND PUBLIC HEARINGS

David and Amy will be available throughout the environmental documentation period to meet with the project team to discuss the environmental review strategy and work products. The cost estimate includes attendance by David and Amy at two conference calls/meetings and two Board hearings, in addition to the start-up/strategy meeting described under Task A.

BUDGET AND SCHEDULE

For completion of the scope of work discussed above, LSA proposes a total budget of \$57,305. Table 2 (attached) provides a detailed budget estimate. It also includes \$4,000 to be used to fund any contingencies that may arise during the course of the assignment. Funds would not be drawn from the contingency without authorization by the District's project manager. The total budget with the contingency would be \$61,305.

LSA would provide receipts when submitting requests for reimbursable costs.

As noted under Hazards and Hazardous Material (page 4), as an optional task, LSA could engage a technical subconsultant to prepare a Phase I Environmental Site Assessment for the project site at an estimated cost of \$6,000-\$8,000.

LSA would provide an Administrative Draft IS/MND to the District within approximately 8 weeks of authorization to proceed. Our turnaround times for the Screencheck Draft and Public Review Draft would depend on the extent of District comments but could generally be accomplished within a 1-2 week period. A proposed schedule is included in Table 3.

Exhibit A.1

Table 2
MDUSD Northgate High School
Initial Study/Mitigated Negative Declaration
Budget Estimate

LABOR COSTS								
	Principal (Clere)	Project Manager (Patterson)	Assistant Planner (Patt)	Air/Noise Manager (Fischer)	Air/Noise Specialist (Ault)	Word Processing (Chonau)	Graphics/Prod. (Lindner)	Totals
Hourly Rate:	\$240	\$120	\$75	\$130	\$110	\$95	\$105	
Task A Project Initiation								
(1) Start-Up Meetings/Site Visit	6	6						\$2,160
(2) Base Map Preparation			2				6	\$780
(3) Data Gathering and Evaluation		4	4					\$780
(4) Prepare Project Description	4	8				1	2	\$2,225
Subtotal for Task A	10	18	6	0	0	1	8	\$5,945
Task B Environmental Analysis								
(1) Land Use and Planning Policy	1	1	8				4	\$1,380
(2) Aesthetics	1	4	8				1	\$1,425
(3) Agricultural Resources			2					\$150
(4) Air Quality and Greenhouse Gases	1	4		16	16	2		\$4,750
(5) Biological Resources		1	4					\$420
(6) Cultural Resources		1	4					\$420
(7) Geology and Soils	1	2	6					\$930
(8) Hazards and Hazardous Materials		4	8			1	1	\$1,280
(9) Hydrology and Water Quality		4	6					\$930
(10) Mineral Resources			1					\$75
(11) Noise	4	6		8	44	1	2	\$7,865
(12) Population and Housing			2					\$150
(13) Public Services and Recreation	1	2	8			1		\$1,175
(14) Transportation and Circulation	2	6		12		1	2	\$3,065
(15) Utilities and Service Systems	1	2	12					\$1,380
(16) Mandatory Findings of Significance		1	2					\$270
Subtotal for Task B	12	38	71	36	60	6	10	\$25,665
Task C Initial Study/Mitigated Negative Declaration								
(1) Administrative Draft IS/MND	10	12	8	1	1	6	8	\$6,090
(2) Serecheck Draft IS/MND	4	8	6	1	1	4	4	\$3,410
(3) Draft IS/MND	2	4	4			2	2	\$1,660
Subtotal for Task C	16	24	18	2	2	12	14	\$11,160
Task D Response to Comments								
Subtotal for Task D	8	16	0	0	0	2	2	\$4,240
Task E Mitigation Monitoring and Reporting Plan								
Subtotal for Task E	0	1	3	0	0	1	0	\$440
Task F Notice of Determination								
Subtotal for Task F	0	1	2	0	0	1	0	\$365
Task G Project Management								
Subtotal for Task G	8	10	0	0	0	0	0	\$3,120
Task H Meetings and Public Hearings								
Subtotal for Task H	12	12	0	0	0	0	0	\$4,320
TOTAL LABOR (ALL TASKS)	66	120	100	38	62	23	34	\$85,255
DIRECT AND MISCELLANEOUS COSTS								
1. Deliveries and Postage								\$100
2. Travel								\$250
3. Maps; Plans; Reports								\$200
4. Printing								\$1,500
TOTAL DIRECT AND MISC. COSTS								\$2,050
TOTAL BUDGET								
								\$87,305
CONTINGENCY								
								\$4,000
TOTAL BUDGET WITH CONTINGENCY								
								\$61,305

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Exhibit A.1

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Table 3: Northgate High School Initial Study/MND Schedule

Milestone	Responsible Party	Weeks to Complete	Cumulative Weeks
Authorization to Proceed (Assume 9/30/12)	District	--	--
Prepare Administrative Draft IS/MND	LSA	6	6
Review of Administrative Draft IS/MND	District	2	8
Prepare Screencheck Draft IS/MND	LSA	2	10
Review Screencheck Draft IS/MND	District	1	11
Prepare and Reproduce Public Review Draft IS/MND	LSA	1	12
Public Review Period (30 days)	--	4	16
Prepare Final IS/MND and MMRP	LSA/District	2	18
Earliest date for IS/MND adoption	District	--	20

Exhibit A.1

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OPTIONAL SCOPE OF WORK: ENVIRONMENTAL IMPACT REPORT

If, after completion of the Initial Study, the District determines that an Environmental Impact Report (EIR) would be the appropriate review document for the proposed project, the following tasks would be completed.

Table 4 outlines LSA's proposed scope of work for this assignment, which is discussed in greater detail below.

TASK A. PROJECT INITIATION

Project initiation will include data gathering and updating the project description to reflect the additional elements described above. In the case of this EIR, in which the transition from IS/MND to EIR would occur with little delay, these project initiation steps would be minimal.

Table 4: Work Program Outline – EIR

TASK A. PROJECT INITIATION
TASK B. UPDATE INITIAL STUDY
TASK C. PREPARE INITIAL STUDY
TASK D. PREPARE NOTICE OF PREPARATION
TASK E. PREPARE DRAFT EIR
1. Project Description
2. Setting, Impacts and Mitigation Measures
a. Aesthetics
b. Noise
3. Alternatives
4. CEQA-Required Assessment Conclusions
5. Administrative Draft EIR
6. Screencheck Draft EIR
7. Public Review Draft EIR
TASK F. RESPOND TO COMMENTS
TASK G. PREPARE FINDINGS
TASK H. PREPARE MITIGATION MONITORING AND REPORTING PLAN
TASK I. PREPARE NOTICE OF DETERMINATION
TASK J. PROJECT MANAGEMENT
TASK K. MEETINGS AND PUBLIC HEARINGS

TASK B. UPDATE INITIAL STUDY

If necessary, LSA will update the research and analysis provided in the Initial Study to reflect the revised project. The following topics will be addressed in the Initial Study, as outlined in the CEQA Environmental Checklist Form (Appendix G of the *CEQA Guidelines*): *agricultural and forestry resources; air quality and greenhouse gases; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; population and housing; public services and recreation; transportation and circulation; and utilities and service systems.*

The previous Initial Study analysis of the two topics of aesthetics and noise would be removed and direction provided for the reader to see the main text of the Focused EIR for analysis of these two topics.

TASK C. PREPARE INITIAL STUDY

Based on the updated environmental analysis conducted as part of Task B, LSA will prepare an Initial Study for review by the project team. This Initial Study would then become Appendix A to the EIR. We would prepare an Administrative Draft and the Final Draft for inclusion in the EIR.

Exhibit A.1

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TASK D. PREPARE NOTICE OF PREPARATION

LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements of CEQA. LSA will be responsible for distribution to the State Clearinghouse. The District will be responsible for distribution and noticing in a local newspaper and to adjacent property owners. Following the 30-day comment period, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR.

TASK E. PREPARE DRAFT EIR

In consultation with LSA, the District has determined that an EIR will be required to address the potentially significant impacts associated with aesthetics and noise. The subtasks associated with preparation of the Draft EIR are discussed below.

1. Project Description

LSA will expand the Initial Study project description for inclusion in the EIR. The EIR project description will include maps showing the location and boundaries of the project and a description of the characteristics of the project site.

2. Setting, Impacts and Mitigation Measures

For the purpose of this optional EIR task, LSA proposes to prepare a very focused EIR, which will evaluate the impacts related to aesthetics and noise. These topics constitute our best guess as to which topics might trigger an EIR. All other environmental topics will be screened out using the Initial Study, as discussed above under Tasks B and C.

Aesthetics. The aesthetics section will describe existing visual conditions in and around the project site, as well as views to and from the surrounding area. The effects of the lighting project on scenic views and visual character will be qualitatively evaluated. LSA will also determine whether proposed lighting would spill over into adjacent properties, increase glare or reduce the quality of nighttime views. To prepare the analysis LSA will require a description of the size, number and appearance of the proposed lighting facilities and/or drawings, renderings, or design guidelines from the District, as available. We assume that the selected lighting contractor will be able to provide illumination studies illustrating the intensity and distance over which fugitive light and glare would be cast by the proposed project. We would anticipate discussing the appropriate level of detail for this presentation with District staff and the lighting contractor.

Noise. Because the Project site is adjacent to a residential neighborhood, the area around project site is particularly sensitive to high noise levels. The proposed project (P.A.) system project could result in localized noise increases associated with extended hours of operational use of the ball-field facility, possible increase in attendance at night-time sporting events, and the addition of a new noise source (i.e., the P.A. system). LSA would assess the noise impacts associated with the proposed project

3. Alternatives

LSA will work with the District to develop an appropriate range of alternatives. This section will likely only analyze alternatives to the proposed project which may reduce the impacts to aesthetics and/or noise.

Exhibit A.1

LSA ASSOCIATES, INC.

TASK D. PREPARE NOTICE OF PREPARATION

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LSA will expand the Initial Study project description for inclusion in the EIR. The EIR project description will include maps showing the location and boundaries of the project and a description of the characteristics of the project site.

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LSA will work with the District to develop an appropriate range of alternatives. This section will likely only analyze alternatives to the proposed project which may reduce the impacts to aesthetics and/or noise.

Exhibit A.1

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4. CEQA-Required Assessment Conclusions

The potential growth-inducing impacts of the proposed project will also be evaluated. Additionally, *CEQA Guidelines* require that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone or together with other projects. The analysis of cumulative effects will address the potential impacts associated with the proposed project in conjunction with other off-site, permitted, under-construction, or probable future projects.

5. Administrative Draft EIR

LSA will prepare five (5) copies of an Administrative Draft EIR for review by the District (this draft will also include the updated Initial Study). LSA will amend the Administrative Draft EIR based on a single set of consolidated non-contradictory comments received from the District.

6. Screencheck Draft EIR

LSA will prepare five (5) copies of a Screencheck Draft EIR for review by the District and will amend the Screencheck Draft EIR based on comments received from the District.

7. Public Review Draft EIR

LSA will submit fifty (50) copies of the Public Review Draft EIR (with the Initial Study included as an appendix) to the District. LSA will also provide the District with one digital version of the document on CD and one camera-ready copy of the document for making duplicate copies. In addition, LSA will prepare the Notice of Completion (NOC), in accordance with the *CEQA Guidelines*, coordinate with the District, and be responsible for circulation of the NOC to the State Clearinghouse. LSA will assist the District with local distribution of Draft EIRs and for publishing the notice in the local newspaper so as to ensure that appropriate noticing and distribution requirements are met.

TASK F. RESPOND TO COMMENTS

Immediately following the end of the public review period, LSA will discuss with the District all comments received during the public review period, and the approach to undertake in responding to comments. Based on the level of interest in the earlier project from neighbors of the campus, this scope assumes that LSA would respond to a substantial number of comments from the public and agencies. As with the Public Review Draft EIR, we would first provide an Administrative Draft Responses to Comments document, followed by a Screencheck version, followed by a Public Review version.

TASK G. PREPARE FINDINGS

LSA will prepare a draft Findings of Fact for significant environmental impacts identified in the EIR and a draft Statement of Overriding Considerations for significant unavoidable impacts, if applicable. This document will demonstrate the relationship of the Response to Comments Document to the project and the mitigation measures to be considered by the School Board during the review of the project.

Exhibit A.1

LSA ASSOCIATES, INC.

TASK H. PREPARE MITIGATION MONITORING AND REPORTING PLAN

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures identified in the Initial Study and Focused EIR. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, for review and approval by District staff.

TASK I. PREPARE NOTICE OF DETERMINATION

Immediately upon project approval, LSA will prepare a Notice of Determination (NOD) for the District to file with the State Clearinghouse and the Contra Costa County Clerk.

TASK J. PROJECT MANAGEMENT

LSA will undertake a variety of general project management tasks throughout the process of preparing the IS/MND and presenting it to decision-makers. Amy will provide input on and monitor the scope, budget, and scheduling of the project. She will review all prepared text, tables, and graphics before these materials are presented as administrative review documents. David will review all final products and ultimately be responsible for quality assurance for all work undertaken. He will also be available for consultation on CEQA procedural matters, as well as application of the *CEQA Guidelines* to this project. Caroline will coordinate the day-to-day research, analysis and writing activities associated with the project.

TASK K. MEETINGS AND PUBLIC HEARINGS

David and Amy will be available throughout the environmental documentation period to meet with the project team to discuss the environmental review strategy and work products. The cost estimate includes attendance by David and Amy at one kick-off meeting, three conference calls/meetings and two Board hearings.

BUDGET AND SCHEDULE

For completion of the scope of work discussed above (i.e., the expansion of the scope from an Initial Study/Mitigated Negative Declaration to a Focused EIR), LSA proposes a budget of 76,275. Table 5 (below) provides a detailed budget estimate. It also includes a suggested \$5,000 to be used to fund any contingencies that may arise during the course of the assignment. Funds would not be drawn from the contingency without authorization by the District's project manager. The total budget for this optional scope of services with the contingency would be \$81,275.

We would provide receipts or other appropriate documentation for all direct/reimbursable costs.

As illustrated in Table 6, below, LSA would provide an Administrative Draft EIR to the District within approximately 5 weeks of authorization to proceed. This timeline assumes that the proposed project does not change from that analyzed in the Initial Study. Our turnaround times for the Screencheck Draft and Public Review Draft would depend on the extent of District comments but could generally be accomplished within a 1-2 week period.

Exhibit A.1

Table 5
MDUSD Northgate High School
Environmental Impact Report
Budget Estimate

LABOR COSTS								
	Principal/Project Mgr. (Clore)	Project Manager (Paulsen)	Assistant Planner (Pank)	Air/Noise Manager (Fischer)	Air/Noise Specialist (Ault)	Word Processing (Croman)	Graphics/Prod. (Linder)	Totals
<i>Hourly Rate:</i>	\$240	\$120	\$75	\$130	\$110	\$95	\$105	
Task A Project Initiation								
<i>Subtotal for Task A</i>	4	8	2	2	2	1	2	\$2,855
Task B Update Initial Study								
<i>Subtotal for Task B</i>	2	4	12	8	8	6	6	\$4,980
Task C Prepare Initial Study								
<i>Subtotal for Task C</i>	8	12	12	2	0	8	8	\$6,120
Task D Prepare Notice of Preparation (NOP)								
<i>Subtotal for Task D</i>	1	1	2	0	0	2	0	\$700
Task E Preparation of Draft EIR								
(1) Project Description	4	6				2	2	\$2,080
(2) Setting, Impacts and Mitigation Measures								\$0
(a.) Aesthetics	2	10				1	1	\$1,880
(b.) Noise	2	10		4	28	2	2	\$5,680
(3) Alternatives	4	20		4	6	1	1	\$4,740
(4) CEQA Required Assessment Conclusions	2	4	6			1	1	\$1,610
(5) Administrative Draft EIR	8	12	12	2	2	6	8	\$6,150
(6) Screencheck Draft EIR	4	8	8	2	2	4	4	\$3,800
(7) Public Review Draft EIR	6	8	8	1	1	4	4	\$4,040
<i>Subtotal for Task E</i>	32	78	34	13	39	21	23	\$29,980
Task F Response to Comments								
<i>Subtotal for Task F</i>	20	24	0	8	16	6	6	\$11,680
Task G Findings								
<i>Subtotal for Task G</i>	6	24	0	0	0	2	0	\$4,510
Task H Mitigation Monitoring and Reporting Plan								
<i>Subtotal for Task H</i>	1	0	4	0	0	1	0	\$635
Task I Notice of Determination								
<i>Subtotal for Task I</i>	1	2	0	0	0	1	0	\$575
Task J Project Management								
<i>Subtotal for Task J</i>	10	12	0	0	0	0	0	\$3,840
Task K Meetings and Public Hearings								
<i>Subtotal for Task K</i>	20	20	0	0	0	0	0	\$7,200
TOTAL LABOR (ALL TASKS)	105	185	66	33	65	48	45	\$73,075

Exhibit A.1

**Table 5
MDUSD Northgate High School
Environmental Impact Report
Budget Estimate**

LABOR COSTS								
	Principal/Project Mgr. (Clore)	Project Manager (Paulsen)	Assistant Planner (Pank)	Air/Noise Manager (Fischer)	Air/Noise Specialist (Ault)	Word Processing (Croman)	Graphics/Prod. (Linder)	Totals
<i>Hourly Rate:</i>	\$240	\$120	\$75	\$130	\$110	\$95	\$105	
DIRECT AND MISCELLANEOUS COSTS								
1. Deliveries and Postage								\$100
2. Travel								\$400
3. Maps; Plans; Reports								\$200
4. Printing								\$2,500
TOTAL DIRECT AND MISC. COSTS								\$3,200
TOTAL BUDGET								
								\$76,275
CONTINGENCY								
								\$5,000
TOTAL BUDGET WITH CONTINGENCY								
								\$81,275

Exhibit A.1

LSA ASSOCIATES, INC.

Table 6: Northgate High School Focused EIR Schedule

Milestone	Responsible Party	Weeks to Complete	Cumulative Weeks
Authorization to Proceed	LSA	--	--
Prepare Project Description	LSA	1	1 week
Prepare Administrative Focused EIR	LSA	4	5 weeks
Review of Administrative Focused EIR	District	2	7 weeks
Prepare Screencheck Draft Focused EIR	LSA	2	9 weeks
Review Screencheck Draft Focused EIR	District	1	10 weeks
Prepare and Reproduce Public Review Draft Focused EIR	LSA	1	11 weeks
<i>Public Review Period (45 days)</i>	--	7	18 weeks
Prepare Administrative Draft Response to Comments Document	LSA	4	22 weeks
Review Administrative Draft Response to Comments Document	District	2	24 weeks
Prepare Screencheck Draft Response to Comments Document	LSA	2	26 weeks
Review Screencheck Draft Response to Comments Document	District	1	27 weeks
Prepare and Reproduce Final Response to Comments Document	LSA	1	28 weeks
Earliest date for Focused EIR certification	District	10 days (min.)	30 weeks

We appreciate the opportunity to propose on this interesting project and look forward to working on it. Feel free to call us if you have any questions or suggestions for refinements to any aspect of this submittal.

Sincerely,

LSA ASSOCIATES, INC.



David Clore, AICP
Principal



Amy Paulsen, AICP
Associate