



CITY OF PIEDMONT

Recreation Commission Agenda
Wednesday, September 18, 2019
7:30 p.m.

City Council Chambers, 120 Vista Avenue, Piedmont, CA

Call to Order

Public Forum This is an opportunity for members of the audience to speak on an item not on the agenda.

Regular Agenda

1. Approval of Minutes – August 21, 2019
 2. Chair's Report
 3. Director's Report
 4. Program/Staff Spotlight
 5. Schoolmates Update - Jackson Stearns
 6. Update: Harvest Festival September 22, 2019 -Jackson Stearns
 7. Update: Coaches Field – Public Works Director Staff Report
 8. Update: City Website Live/Social Media – City Clerk Staff Report
 9. Update: Tennis/Pickleball Sub Committee – Steve Roland
-

Announcements, old business and consideration of future agenda items

Adjourn

Materials related to an item on this agenda submitted to the Recreation Commission are available for public inspection in the Recreation Department during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (510) 420-3040. Notification at least two business days preceding the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

In accordance with G.C. Sec. 54954.2 (a) this notice and agenda were posted on the City Hall bulletin board and also in the Piedmont Police Department on September 13, 2019

DRAFT

PIEDMONT RECREATION COMMISSION

Regular Meeting Minutes for Wednesday, August 21, 2019

A Regular Session of the Piedmont Recreation Commission was held August 21, 2019, in the City Hall Council Chambers at 120 Vista Avenue. In accordance with Government Code Section 54954.2(a) the agenda for this meeting was posted for public inspection on August 16, 2019.

CALL TO ORDER

Vice Chair Conna McCarthy called the meeting to order at 7:30 p.m.

ROLL CALL

Present: Vice Chair Conna McCarthy; Commissioners Glyn Burge, Dick Carter, Jeff Dorman and Vincent Fisher

Absent: Chair Steve Roland and Commissioner Carrie Graham Lee

Staff: Interim Recreation Director Erin Rivera, Katrina Morris, Amanda Tehaney, Steven Chavarria

PUBLIC FORUM

There were no speakers for Public Forum.

REGULAR CALENDAR

The Commission considered the following items of regular business:

Minutes

Resolved, that the Recreation Commission approves its Recreation Commission Meeting minutes of June 19, 2019, as submitted.

Moved by Burge, Seconded by Fisher
Ayes: Burge, Carter, Fisher, McCarthy
Noes: None
Abstain: Dorman
Absent: Roland, Graham Lee

Chair's Report

Vice Chair Conna McCarthy indicated that Interim Recreation Director Erin Rivera, Chair Steve Roland and City Administrator Sara Lillevand held a meeting to ensure that there was a smooth transition between Ms. Lillevand and Ms. Rivera.

Director's Report

Interim Recreation Director Erin Rivera gave an update, stating the Piedmont Pool is up and running after being shut down for ten days. She indicated that staff was able to locate the part and replace the pump. Ms. Rivera described projects which had taken place over the summer across the City, including repaving of streets, renovation of the Recreation Center tennis courts, and rebuilding of the retaining wall in the Recreation Center parking lot, among others.

Ms. Rivera reported that summer programs went well serving over 4,000 campers attending 220 sessions of camp over 10 weeks. She thanked the staff members, CITs, Junior CITs, and contractors who made this possible. She also reported that the aquatics center served approximately six hundred children through the hard work of over eighty staff members. She described the Department's focus on high quality programming, using strengths of their team.

Ms. Rivera announced that the Schoolmates program has been under way since the beginning of the school year. She reported that enrollment has been at capacity thus far every day. She stated that the team has created a drop-in program for the first three weeks of the school year in order to ensure that care

would be provided to all who need it. She also reported that preschool programs started today and younger classes start next week.

Mr. Rivera reported that preschool and Schoolmates staff has received disaster preparedness and safety training from the Police & Fire Departments, which will continue throughout the year.

Ms. Rivera also reported that planning for the Winter/Spring programming brochure began today. She also indicated that the hiring process for the City Council approved full-time Coordinator position is under way.

Ms. Rivera reported on Middle School programming, including sports and debate. She also announced the annual Harvest Festival would be held on Sunday, September 22nd.

There was no **Public Testimony** on this matter.

Commissioners briefly discussed the Director's report, including the pool closure and repairs, status of the Coaches Field project, and the Recreation Coordinator Position.

**PRD Summer 2019
Programming**

Childcare Program Coordinator Katrina Morris and Schoolmates Site Coordinator Amanda Tehaney gave a presentation on the Camp Everything and Summer Everything programs, describing the planning and scheduling processes along with the goals and activities for each camp. They reported that both staff and participants had a great camp experience.

Ms. Morris and Ms. Tehaney then presented a slide show on Summer 2019 programming.

There was no **Public Testimony** received.

Commissioners thanks Ms. Morris and Ms. Tehaney for their presentation, suggesting that the slideshow could serve as a recruitment tool.

**Piedmont Middle School
Sport Court Renovation
Project**

Ms. Rivera reported that the joint City / School District project to renovate the Piedmont Middle School Sport Courts was on schedule. She indicated that the courts will be open from 10:00 a.m. to 2:00 p.m. this Saturday. She stated that an opening ceremony will be planned and held shortly. Ms. Rivera indicated that the Department has exciting upcoming programming for pickleball.

In response to Commission questions, Ms. Rivera indicated that the courts should be available to the public outside of school hours and specifically reserved for pickleball from 10:00 a.m. to 2:00 p.m. on weekends.

There was no **Public Testimony** received.

**Pickleball Trial at
City Tennis Courts**

Recreation Coordinator Steven Chavarria indicated that a trial of pickleball play on City tennis courts began April 9th. He indicated that, to date, there have been no major issues regarding the trial and that both tennis and pickleball players have been respectful in sharing the courts. Mr. Chavarria reported that an average of ten to twelve players on any given day, with a maximum of twenty one, with both residents and non-residents playing. Mr. Chavarria indicated that the department has been setting up and taking down the nets and providing loaner equipment for players.

Mr. Chavarria referred to the previous agenda item regarding the Middle School sport courts. He indicated that this weekend's opening would be used to build up momentum for pickleball programming. He announced the formal opening of the Middle School Sport Courts for pickleball on Saturday, September 7th from 10:00 a.m. to 2:00 p.m.

Mr. Chavarria indicated that weekend pickleball play would be moved from the Linda Beach courts to the Middle School sport courts.

Mr. Chavarria reported that he and Anna Jackson met with Les Ellis and Rick Schiller on Friday and discussed program options starting with the middle school. They will offer paid lessons through three pickleball pros for beginner and intermediate levels. Players will register through the Recreation Department and they are still working out the details.

There was no **Public Testimony** received.

The Commission discussed the matter, asking questions about programming, lessons, designation of courts for different skill levels, funding sources, and times for play.

**Corey Reich Tennis
Center Renovation**

Ms. Rivera stated the renovations to the Corey Reich Tennis Center were completed in time for the beginning of the Piedmont High School girls' tennis season. She indicated that the balance of the work to complete the renovations will take place over the coming months. She announced that the community celebration of the renovations will take place this Saturday, August 24th from 1:00 p.m. to 3:00 p.m. and will include a tennis demonstration from the PHS tennis team.

There was no **Public Testimony** received.

Commissioner Burge noted that over \$400,000 has been raised to date from the community and encouraged community members to donate at www.prfo.org.

ANNOUNCEMENTS

Ms. Rivera announced that the application deadline for the Recreation Director position is Friday, August 23rd and that the hope was to have a permanent director in place in October.

NEXT MEETING

Wednesday, September 18, 2019

ADJOURNMENT

There being no further business, Vice Chair McCarthy adjourned the meeting at 8:24 p.m.

City of Piedmont
COUNCIL AGENDA REPORT

DATE: September 16, 2019

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of a Contract with Lamphier-Gregory for Consulting Services for California Environmental Quality Act Review Related to the Coaches Field Expansion Plan in an Amount Not To Exceed \$154,215

RECOMMENDATION

Approve the contract with Lamphier-Gregory in the amount not-to-exceed \$154,215 to provide professional consulting services to prepare appropriate environmental analysis and documents for compliance with the California Environmental Quality Act (CEQA) for the Coaches Field Expansion Plan prepared by Callander & Associates dated January 9, 2019.

BACKGROUND

At the March 5, 2018 meeting, The City Council approved a contract with Callander & Associates for the development of the Coaches Field Master Plan. Through a series of design development meetings, site visits, and discussions with Staff, Callander & Associates carefully molded the design program needs into a series of plan iterations that were reviewed by Staff. As the concepts for the new plan came into more focus, then City Administrator Paul Benoit and Recreation Director Sara Lillevand conducted meetings with the neighbors surrounding and in the vicinity of Coaches Field. These occurred on October 21, 2018, and January 28, 2018, both at the home of William & Marge Blackwell, and provided an opportunity for neighbors to raise concerns. The project was also presented to the Recreation Commission on January 16, 2019. In addition, another public meeting was noticed and held at the EOC Conference Room on February 13, 2019 to give the neighbors and public in general, an opportunity to express their concerns. Finally, at the June 17, 2019 City Council meeting, Mark Slichter of Callander & Associates made an informational presentation of their Concept Plan for Coaches Field Expansion.

DISCUSSION

During the design development, Staff has been careful to take into consideration the compliance requirements of the California Environmental Quality Act (CEQA). To that end, Staff has consulted with LSA Associates, the City Attorney, and other experts in this field to develop a plan to address required CEQA review. As a result of this analysis, Staff developed a Request for Proposals (RFP) to solicit responses from environmental professionals to provide CEQA

consulting services for this project. This was completed with the assistance of Doug Herring, an independent environmental consultant familiar with similar projects. The Coaches Field project was previously analyzed as part of the EIR and associated documents prepared for Moraga Canyon Sports Field Project first initiated in 2010. These documents include:

1. Moraga Canyon Sports Field Project - Public Review Draft Environmental Impact Report by LSA Associates, Inc., June 2010
2. Moraga Canyon Sports Field Project - Public Review Draft Environmental Impact Report APPENDICES by LSA Associates, Inc., June 2010
3. Moraga Canyon Sports Field Project - Draft Response to Comments by LSA Associates, Inc., November 5, 2010
4. Moraga Canyon Sports Field Project – Final Environmental Impact Report ADDENDUM by LSA Associates, Inc., November 23, 2010

Due to their size, these documents are not included with this report, but are available on the City's website. The RFP sought a qualified consultant to review and analyze existing environmental documents in light of proposed changes to the Coaches Field project, and prepare the appropriate environmental documents that may be required by CEQA in light of changes to the project since 2010.

The RFP was published on June 24, 2019, and a pre-proposal meeting with potential candidates was held on July 11, 2019. On the due date for the responses, July 26, 2019, 3 proposals were received from the following firms:

- Eco-Tierra Consulting
- LSA
- Lamphier – Gregory

Interviews and discussions with each firm were conducted on August 20, 2019 with a panel consisting of Doug Herring, Consultant, Kathleen Livermore, (former City of Piedmont City Planner and current temporary City employee), Sara Lillevand, City Administrator, and Chester Nakahara, Director of Public Works.

Independently, each firm made a brief presentation of their proposal, and then was asked the same set of questions. This was then followed by a more informal discussion with their team. Approximately 1 hour was allotted for each consultant. After the interviews, the panel met to discuss our impressions, characteristics and qualities that stood out for each firm, and which firm was best prepared to tackle the complexities of the Coaches Field Expansion Plan approval process. In the end, the choice of Lamphier – Gregory was unanimous.

With respect to their fee proposal, it is presented as requested in the RFP. The proposed services covers the preparation of an Initial Study, modified to provide analysis in light of prior environmental documents, and address 2 possible alternate routes of CEQA compliance. If the recommended path forward is to prepare an Addendum to the prior EIR documents, their fee will be a not-to-exceed amount of \$74, 200 inclusive of costs to prepare the Initial Study. On the other hand, if the recommended path forward is a Supplemental or Subsequent EIR, their fee will

be a not-to-exceed amount of \$140,215, inclusive of costs to prepare the Initial Study. As stated in their proposal, it is recommended that a 10% contingency be added to each of these fees for “out of scope work should the need arise.” That would bring the not-to-exceed total for the Addendum alternative to \$81,600 and the Supplemental or Subsequent EIR alternative to \$154,215. Therefore, Staff is requesting approval of the maximum possible not-to-exceed amount for the most extensive CEQA compliance work in order that the CEQA review process flow smoothly to its logical conclusion. If the Addendum alternative proves to be viable and appropriate after completion of analysis in the modified Initial Study, the City will realize a savings from the approved maximum. Lamphier – Gregory’s discussion of the Budget & Costs appears on page 26 of their proposal and a breakdown of costs appears on page 27 of their proposal, which is attached as Exhibit A to the contract.

SCHEDULE

Lamphier – Gregory is prepared to begin work immediately after approval of their contract. It is anticipated that the Addendum approach will take 6 – 8 months to complete, and the Supplemental or Subsequent approach will take 10-12 months to complete. In as much as they have control of the work product production, the public engagement processes is a variable that could affect the completion dates. However, Staff and Lamphier – Gregory both feel that it is important for this process to be allotted adequate time to be as methodical, inclusive, and transparent as possible.

FISCAL CONSIDERATIONS

Funding for this contract is proposed to be an appropriation from the General Fund to the Capital Improvement Fund account previously established as the Coaches Field Master Plan.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the contract as to form and legality.

By: Chester Nakahara, Public Works Director

CITY OF PIEDMONT
CALIFORNIA



CONTRACT
CEQA Consulting Services for Coaches Field Expansion Plan

This Contract (“Contract”) made **September 16, 2019** (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (“City”) and **Lamphier - Gregory** (“Independent Contractor”).

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

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein. **Specifically, to provide professional consulting services to prepare appropriate environmental analysis and documents for compliance with the California Environmental Quality Act (CEQA) for the Coaches Field Expansion Plan prepared by Callander & Associates dated January 9, 2019.**

4. Compensation

City will pay the Independent Contractor for satisfactory work performed in accordance with the budget and rates set forth in Exhibit A. Total compensation under this Agreement shall be subject to a not-to-exceed amount of **One Hundred Fifty Four Thousand, Two Hundred Fifteen dollars (\$154,215)** for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services completed for said billing period.

5. Term

This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate **365 calendar** days from the Effective Date.

6. Contractual Relationship

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

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor. Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by

this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability Insurance appropriate to the Independent Contractor's profession and covering the scope of services to be performed: Not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

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

10. Miscellaneous

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

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 1944 Embarcadero, Oakland, CA. 94606 or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

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

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

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

CITY OF PIEDMONT:

LAMPHIER - GREGORY

By: _____
Robert McBain, Mayor

By: _____
Scott Gregory, President

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney



July 26, 2019

Chester Nakahara
Director of Public Works
City of Piedmont
120 Vista Avenue
Piedmont, California 94611

Re: CEQA Consulting Services for Coaches Field Expansion Plan

Dear Mr. Nakahara:

Lamphier-Gregory is very pleased to submit our proposal for preparing appropriate environmental analysis and documents for compliance with the California Environmental Quality Act (CEQA) for the Coaches Field Expansion Plan.

Lamphier-Gregory is celebrating our 40th year as a highly regarded and successful small local Bay Area environmental planning firm. Although Lamphier-Gregory is a relatively small firm, we are asked frequently to handle environmental, planning and/or project management responsibilities for major projects requiring a wide range of professional planning and environmental expertise.

Christopher Barnobi, an acoustical expert from Coffman Engineers, attended the pre-bid meeting on July 11 and he is included on our team. Based on his attendance, we assume that our team has met the requirements to be considered for this contract and we greatly appreciate your interpretation on this matter.

We are uniquely qualified for this assignment in light of our relevant project experience with other projects involving public athletic playfields and challenging and sensitive sites. As shown by the examples provided in our proposal, Lamphier-Gregory was the lead consultant on playfield projects at St. Mary's College High School in Albany and the Cartan field Upgrade project for Menlo School and Menlo College in the Town of Atherton. We also showcase herein our CEQA work on the Mountain View Cemetery Expansion project and the Turk Island project in the City of Union City.

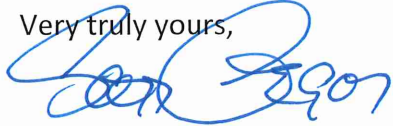
For this project, we have brought together three technical specialists to assist us in evaluating the proposed project's potential impacts in four critical topic areas: H. T. Harvey & Associates for biological resources, Christopher Barnobi of Coffman Engineers for noise and Mark Spencer of W-Trans for traffic and parking. As your lead consultant, Lamphier-Gregory will manage the subconsultant team, complete the analysis of all other CEQA topics, prepare the Initial Study and Addendum or Supplemental EIR, as the case may be, and work closely with you and other City staff throughout the CEQA process.

L A M P H I E R - G R E G O R Y

Chester Nakahara
July 26, 2019
Page 2 of 2

We look forward to meeting with you in person where we can best present our qualifications for this environmental assignment and answer any questions you may have.

Very truly yours,



Scott Gregory, President
LAMPHER-GREGORY

Proposal:

CEQA Consulting Services for Coaches Field Expansion Plan



Submitted to:

Public Works Department,
City of Piedmont

Submitted by:

LAMPHIER-GREGORY
1944 EMBARCADERO
OAKLAND, CA 94606



July 26, 2019

CEQA Proposal Re: Coaches Field Expansion Plan Project

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Work Samples (Provided on thumb drive, attached to rear cover of proposal document)	
• Mountain View Cemetery Expansion Project Draft and Final EIR	
• Turk Island Landfill Consolidation and Residential Subdivision Project Draft and Final EIR	
• Cartan Field Upgrade Project Draft EIR	

I. Qualifications

A. Statement of Qualifications

1. Lamphier-Gregory



Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports and Environmental Impact Statements (EIR/EISs) and other environmental review documents required for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). We also offer services related to project review, permit or entitlement processing and providing peer reviews of the work of others. This often involves serving as an extension of public agency staff to manage large, complex and controversial projects through the local approval process.

Lamphier-Gregory began as a sole proprietorship in 1979 under the name Lamphier & Associates. In 2000, the firm changed its form and incorporated as a closely held California corporation. Ownership of the firm rests with only two individuals: Scott Gregory, President and Britt Hallquist, Vice President, Business and Finance. The firm's offices are located at 1944 Embarcadero, Oakland, where we have been since 1999.

Since inception 40 years ago, the core of the firm's business continues to be the preparation of environmental documents for compliance with the CEQA and to a lesser extent, NEPA. We typically serve as the prime environmental consultant for cities, counties, other governmental agencies and private developer clients. Typical assignments include environmental analyses and CEQA documentation for urban and suburban residential development projects, municipal facilities, churches, schools, office buildings, retail centers, highway projects, transportation programs, industrial projects and surface mining and quarry operations. We have also prepared program-level EIRs for Specific Plans, General Plans, Regional Transportation Plans and zoning ordinance amendments.

Lamphier-Gregory Staffing

Rebecca Auld, Senior Planner will be the Project Manager for the Coaches Field Expansion Project, working under the overall supervision of Scott Gregory, President and Project Director. Rebecca has 12+ years of experience in environmental planning including acting as the primary report preparer and project manager for a number of challenging projects including preparing an EIR for the Cartan Field Upgrade Project in the Town of Atherton, profiled in greater detail, below, and included electronically as an example of the firm's and Rebecca's work on the thumb drive attached to the rear of this proposal document.



The Cartan Field project involved a complete overhaul and updating of the athletic fields used by Menlo School and Menlo College at the campus site in the Town of Atherton. Due to technical complications involving noise levels at the sports fields that historically have exceeded the Town of Atherton's Noise Ordinance standards, the Town was unable ultimately to certify the EIR and the proposed upgrade program has not been implemented.

Other notable and recent work by Rebecca includes having prepared the original Draft and Final EIR and a later Supplemental EIR for the Oyster Point Specific Plan project in South San Francisco and a Draft and Final EIR for the Napa Oaks II project in the City of Napa. Rebecca will be the primary point of contact for City of Piedmont staff throughout the term of the project and will be the principal author of the Coaches Field environmental document which is expected to be either an Addendum to the City's 2010 Moraga

Canyon Sports Fields Project EIR or Supplemental EIR. The project would require approximately 25 percent of Rebecca's time during the course of the work program.

Rebecca performs best in the role of Project Manager, serving as the primary point of contact for Lead Agency staff and being the principal author of the CEQA document. She excels in synthesizing and clearly communicating complex technical material. She also has developed expertise in conducting air quality and greenhouse gas (GHG) emission modeling using the latest version of the California Emissions Estimator Model (CalEEMod) and other tools and preparing those sections of CEQA documents in a manner consistent with the CEQA Guidelines of the Bay Area Air Quality Management District (BAAQMD). Rebecca has a BS from the SUNY College of Environmental Science & Forestry (Syracuse NY) and a Master of Urban and Regional Planning from UC Irvine.

As Project Manager, Rebecca will be responsible for ensuring the completion of all tasks described in our Work Program. This effort includes:

- Managing and reviewing relevant background information and establishing baseline conditions
- Managing, coordinating, and assuring quality control of all technical studies
- Attending and making presentations at local hearings on the CEQA process and CEQA documents
- Preparing responses to comments received during the CEQA process
- Collaborating with City staff on the final stages of the work program—Final Addendum or SEIR, CEQA Findings, Certification Resolution, and the Notice of Determination

One Point of Contact. To ensure consistency and clarity in communication and work product, Lamphier-Gregory works under a system of one point of contact for the project. Clients know they can call the Lamphier-Gregory Project Manager to get the answers they need. The Project Manager will direct, coordinate, and review all work completed by in-house staff and subconsultant experts. Through this structure, the Project Manager has intimate knowledge of all aspects of the work being completed, and an on-going understanding of the schedule, costs, and progress.

The Project Manager coordinates with the in-house Project Director for strategy questions when the approach is uncertain or when issues are controversial, for review of deliverable work products, and for discussions of any concerns related to schedule, scope, or staffing if they arise.

The Project Manager also serves as the conduit for information exchange between City staff and our subconsultants and will compile technical information from them into comprehensive, accurate, and easily understandable documents for distribution.

Our ability to manage multi-disciplinary teams of subconsultants is exemplified by Lamphier-Gregory's lead role in preparing the Coliseum Area Specific Plan and its EIR for the City of Oakland in 2014. Our team on that project consisted of 17 consultants, working on an overall budget of some \$3 million. Even though we are a small firm we have the experience and capability to manage large teams undertaking large, complicated, and important work.

Schedule Control. Prior to beginning work on the project, the Project Manager and City staff will review and finalize a schedule. The final schedule will illustrate the sequence of individual tasks and milestones. The Project Manager will regularly monitor the schedule to verify the necessary activities and required resources to complete the scope of work. If the schedule appears to be in danger of slipping, the Project Manager, in coordination with City staff, will take actions to ensure timely completion of the work, including verifying the status of work tasks with the responsible individual, or adding internal or subcontracted resources to accelerate task completion, developing a more streamlined scope of work

for the task, and evaluating whether outside influences are responsible for schedule delay and, if so, work with City staff to negotiate a resolution to the problem.

Cost Control. The Project Manager will tabulate costs monthly and evaluate them against progress, assess the spending trend, and, if necessary, make corrections to keep the project on track. The Project Manager will prepare progress and budget status reports summarizing the work completed each billing period, deliverables submitted, and milestones achieved, along with the monthly invoice. The monthly invoice will also show a breakdown of hours and charges, by task. Subconsultant invoices will be attached and other expense backup documentation will be provided as required.

Consistent with the foregoing, we are prepared to employ the following procedures if deemed necessary by City staff, with approval of appropriate scope and budget:

- Regular bi-weekly conference calls with the City's Project Manager and members of our consultant team, with agenda items listed in advance and a written record kept of decisions made.
- Careful vetting and review of all technical reports prepared by subconsultants prior to submittal to City staff.
- Interdisciplinary brainstorming and problem solving, either in face-to-face meetings or on conference calls with others at Lamphier-Gregory and/or members of the consultant team, to address legal, procedural, logistical, or environmental policy questions or challenges as they arise.

Scott Gregory, President of Lamphier-Gregory, would be the Project Director, with ultimate



responsibility for quality control and quality assurance and being available for brainstorming consultations as issues arise. Scott has managed, prepared, and peer reviewed a wide variety of environmental documents including EIRs for many public and private development projects during his 25+ years of professional planning and environmental review practice.

Examples of Scott's recent projects include serving as the lead planning and environmental consultant for preparing a Campus Master Plan Update for Genentech in the East of 101 Area of South San Francisco along with the accompanying EIR (currently in preparation). Scott has performed similar challenging roles for large-scale planning projects for the City of Oakland including West Oakland Specific Plan and the Coliseum Area Specific Plan and their respective EIRs. Other recently completed environmental work by Scott includes:

- EIRs for the Mountain View Cemetery Expansion Project and the Rockridge Safeway Redevelopment Project
- Class 32 "In Fill" CEQA Exemption for affordable housing/mixed use developments in Oakland
- Serving as the City of Oakland's staff planner for the entitlement processing and CEQA compliance required for the Oak Knoll Mixed-Use Community Plan Project on the former Oak Knoll Naval Hospital site in Oakland

Discussion with any of the references given elsewhere in this document will attest to Scott's professionalism and his unique ability to lead public processes through to successful outcomes. Scott's academic credentials include a Bachelor of Environmental Design from the University of Colorado and a Master of Regional Planning and Landscape Architecture from the University of Massachusetts.

Sharon Wright, Senior Planner, will assist Rebecca on the Coaches Field project on an as-needed basis, helping to meet scheduling constraints or deadlines or providing other assistance. Sharon is an excellent technical writer with great attention to detail and internal consistency. Sharon is prepared to commit approximately 15 percent of her time to the project.



Sharon has been writing and editing environmental documents, including NEPA and CEQA compliance, for 12 years. Since joining Lamphier-Gregory in 2015, she has prepared environmental documents for CEQA compliance including Initial Studies and EIRs. She maintains time schedules and budgets and provides value-added problem solving expertise for complex issues. Sharon has a BA in literature from Prescott College and an MA in English from the University of Arizona.

NB: Note that Lamphier-Gregory staff and key staff from our subconsultants will not be replaced without the prior approval of the City of Piedmont.

2. Subconsultants and Key Staff

H. T. Harvey & Associates.

H. T. Harvey & Associates is a consulting firm that specializes in providing expert ecological services to public agencies, municipalities, and private companies. The company has earned a well-respected reputation for employing the highest caliber of scientific expertise to deliver sound data and technical analyses to our clients in support of their land use and resource management decisions. Our business mission is to furnish our clients with sound scientific information as the basis for making responsible decisions involving land use and environmental resource management. We serve our clients from our California offices in Los Gatos, Davis, Fresno, and Arcata.

At H. T. Harvey & Associates we pride ourselves in employing highly trained ecologists. Our staff includes experts in the full range of biological disciplines necessary to address the needs of our clients. With over 400 peer-reviewed scientific publications, our staff expertise is widely recognized. Our senior scientists average at least 20 years of experience in their respective disciplines.

Key Staff

Stephen L. Peterson, M.S., Senior Wildlife Ecologist. Stephen Peterson will be the Project Manager for the Coaches Field project. Steve is a project manager/senior wildlife ecologist at H. T. Harvey & Associates. His 12 plus years of professional experience have primarily consisted of research focusing on habitat and anthropogenic impact associations with avian and wildlife communities. Stephen has conducted extensive biological resource surveys and habitat assessments throughout the Bay Area for a variety of special-status wildlife species, including nesting raptors, burrowing owl, western pond turtle, California red-legged frog, and California tiger salamander. He has a strong background in personnel and project management; statistical methods and analyses; writing for scientific publications and technical reports; and communicating science to the general public through a variety of media.

Stephen Rottenborn, Ph. D., Principal, will provide senior oversight and review for the firm's work on the project. Dr. Steve Rottenborn is a principal in the Wildlife Ecology group at H. T. Harvey & Associates. He specializes in resolving issues related to special-status wildlife species and in meeting the wildlife-related requirements of federal and state environmental laws and regulations. Combining his research and training as a wildlife biologist and avian ecologist, Steve has built an impressive professional career that is highlighted by a particular interest in wetland and riparian communities, as well as the effects of human activities on bird populations and

communities. Steve's experience extends to numerous additional special-status animal species. The breadth of his ecological training and project experience enables him to expertly manage multidisciplinary projects involving a broad array of biological issues.

W-Trans Transportation Consultants

Whitlock & Weinberger Transportation, Inc. (W-Trans) provides traffic engineering and transportation planning services that emphasize mobility within available resources and help transform streets to serve all potential users. We are particularly skilled in retrofitting streets and roads to make walking, bicycling and transit use safer and more convenient while also appropriately managing vehicle traffic.

W-Trans was established in 1995 by Dalene Whitlock and Steve Weinberger. W-Trans opened its Oakland office in 2011 with Mark Spencer as the Branch Manager. In 2014, a San Jose office was added. W-Trans is an employee-owned company, with 19 employees currently having ownership. Our expertise and skills range from traffic operation analyses, traffic collision reduction programs, transportation facilities design including traffic signal and roundabout design to downtown revitalization, streetscape planning efforts and complete street projects. We take a holistic approach to traffic engineering, realizing that solutions cannot be developed in a vacuum or strictly follow the standards of the past. Traffic analysis and design must be sensitive to the context of the surrounding land use and community goals to be successful.

Key Staff

Mark Spencer will lead W-Trans' work on the Coaches Field Expansion project. Mark Spencer is a Principal and manager of the Oakland office, focuses on traffic analysis for multi-disciplinary projects, and excels at community engagement. He is registered in California as a Traffic Engineer. Mark holds a B. Eng. in Civil Engineering from McGill University and an M.S. in Civil Engineering from the University of California at Berkeley. He has been working as a consultant in the Bay Area since 1990, and joined W-Trans in 2011. His work includes managing a wide array of transportation planning projects, from EIRs and Specific Plans to parking studies and neighborhood traffic management plans. He is often invited to present projects before community forums and elected officials, and is recognized for his ability to present technical topics to both general and professional audiences. When asked what he does for a living, Mark will typically respond that, through transportation, he works to make communities better, safer and more livable. He also enjoys his role in mentoring and training staff.

Coffman Engineers

Coffman Engineers is a multidisciplinary engineering firm that brings creativity to designs, proven results in practical engineering solutions which are reflected in the company's lasting relationships with its clients. As the noise and vibration subconsultant on the Lamphier-Gregory team, Coffman Engineers is prepared to provide prompt, informative, and accurate noise analyses. Coffman's acoustical team has experience providing environmental noise expertise for numerous education related projects.

Key Staff

Christopher Barnobi, Senior Acoustical Consultant is an acoustical expert with experience providing acoustical services including traffic noise assessments, construction noise analyses, mechanical noise studies, and interior noise evaluations. Relevant work experience includes the collection of ambient sound measurements at Strawberry Field on the UC Berkeley Campus.

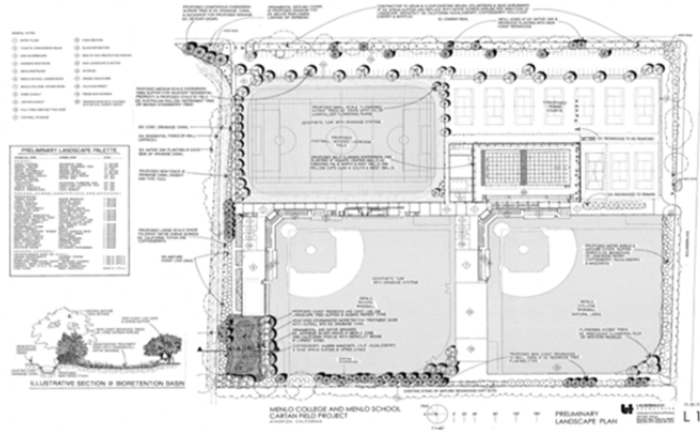
B. Lamphier-Gregory Relevant Project Experience – Five Examples

1. Cartan Field Improvement Project - Menlo School/Menlo College

Client: Town of Atherton

Project: Menlo College and Menlo School, acting together, wished to completely reconstruct and renovate Cartan Field, the 15-acre outdoor multi-use athletic complex used by both institutions for over 50 years. Cartan Field is located on the El Camino Real at Alejandra Avenue in the Town of Atherton. All of the existing buildings, uses and fields would be demolished and rebuilt with state-of-the-art designs.

The Project would retain largely the same usage, while increasing parking and security, and moving some activities between this complex and another nearby complex on campus to further ongoing efforts to separate school and college facilities.



Assignment: Rebecca Auld, serving as the Lamphier-Gregory Project Manager, led the environmental consultant team in the preparation of an Environmental Impact Report (EIR). The project presented a number of challenging environmental issues, including traffic, an old stable that potentially qualified as a historic resource, and - most particularly - noise. The project site is surrounded by very expensive residences, a fact that raises the inherent and unavoidable conflict between the “quiet enjoyment” of the residents’ properties and the on-going level of activity at the sports complex. During the course of work preparing the Draft EIR, the involved parties learned that the level of noise generated at the sports field under existing conditions (athletic activities, crowd noise, traffic, etc.) exceeded the level allowed under the Town’s Noise Ordinance. Efforts to identify effective means to mitigate the exceedance of the Town’s noise standards were unsuccessful as were attempts to have the Town amend its Noise Ordinance to resolve the noise level conflict.

Outcome: Ultimately, the project was abandoned; no action was taken to certify the EIR or approve the project. The two schools have since found a way to accept and live with the athletic facilities as they currently exist. Lamphier-Gregory’s EIR remains as a document ready for certification once the noise level problem is resolved.

Reference: Neal Martin, Town of Atherton Planning Department
650.752.0544
vmartin5@pacbell.net

Lamphier-Gregory’s involvement extended from January 2013 to July/August 2014. Total expenditures under our contract were \$211,753 vs. a budget of \$218,846.

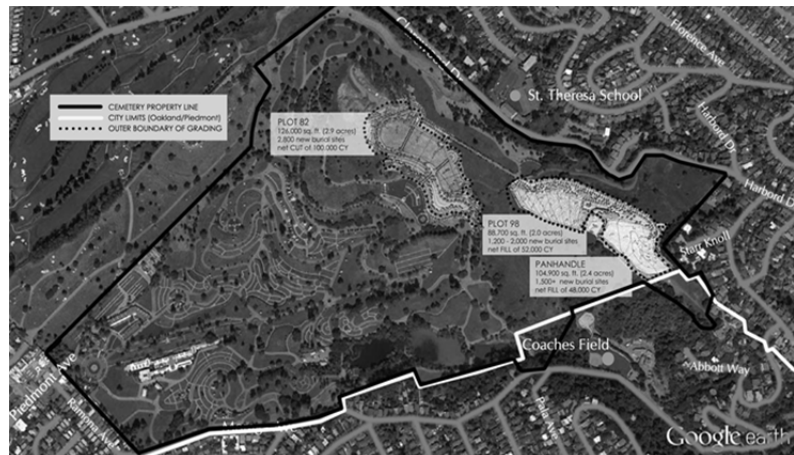
2. Mountain View Cemetery Expansion Project

Client: Mountain View Cemetery and City of Oakland

Project: Mountain View Cemetery has been in use since 1863, when it was originally designed by the renowned landscape architect Frederick Law Olmsted and is considered an important historic resource by the City of Oakland. The expansion project is intended to enable the Cemetery to continue to provide these same services into the future, with no substantial change to the existing condition. The project involves developing portions of the undeveloped upper one-third of the 223-acre Cemetery to accommodate future needs for additional burial sites.

Primary activities required for the project include tree removal and replacement and an interrelated cut-and-fill grading plan to move existing soils from proposed cut locations to proposed fill locations, with a resulting cut and fill balance on site. The outcome will be the establishment of new burial sites that are gently pitched to the southwest, offering panoramic views of the San Francisco Bay and skyline. With a design capacity of approximately 6,300 individual plots among the new areas to be developed, the Project provides Mountain View Cemetery with approximately 15 years of additional operational capacity.

CEQA Issues: The project required several approvals from the city of Oakland including a Conditional Use Permit which also involves approval under the City's regular Design Review process; a grading permit, building permits for retaining walls, tree removal permits and a Category II Creek Permit. Technical studies were prepared to map, explain, illustrate and assess the impacts of the project against applicable CEQA thresholds in regards to all of these particular topics. The resulting CEQA document was a project level EIR



Outcome: The Draft EIR, prepared by Scott Gregory, was published and released for public review in May 2016 followed by public hearings before the Oakland Landmarks Preservation Advisory Board and Planning Commission in July. A Final EIR, including responses to public comments, was released in October 2017 and certified by the City in November.

Contact: Jeff Lindeman, Executive Director, Mountain View Cemetery, Project Applicant
510.658.2588
jeff@mountainviewcemetery.org

Catherine Payne, Planner IV
City of Oakland Planning
510.238-6168
cpayne@oaklandca.gov

CEQA budget: \$175,777

3. St. Mary's College High School Athletic Field Renovation Project Initial Study

Client: City of Albany

Disclaimer: Lamphier-Gregory's involvement in this project dates back to 2007 and our CEQA document is much more than 5 years old. The Project Manager was John Courtney, a Senior Planner who retired from Lamphier-Gregory in 2012. Although it is much older than what the Coaches Field Project RFP has asked for, the example nevertheless serves to further illustrate our long-standing involvement in projects of this nature that posed challenges similar to those to be encountered with the Coaches Field project in Piedmont.

Project: The City of Albany selected Lamphier-Gregory to evaluate the environmental effects associated with proposed renovations of the existing athletic field on the Saint Mary's College High School campus. The renovations include the rebuilding of the existing six-lane, 400-meter all-weather surface running track, replacement of the natural turf field with an infill synthetic turf field, installation of an athletic equipment storage building, bleacher replacement and landscape modifications.



Although there would be no increase in the use of the renovated athletic field, neighbors' concerns with the noise associated with field use and the visual appearance of the landscaping and bleachers were the focus of many comments from the public during the CEQA process.

Outcome: Lamphier-Gregory prepared a thorough Initial Study to identify impacts. The document included mitigation measures to address all potentially significant impacts and reduce impacts to less than significant levels. The resulting CEQA document was a Mitigated Negative Declaration which was circulated for public review and comment. The public document drew a large volume of comments. Lamphier-Gregory provided City staff with extensive and appropriate responses that were satisfactory to City decision-makers who proceeded to adopt the Mitigated Negative Declaration (MND).

Following adoption of the MND, high school representatives met with neighbors to address concerns and build trust. The meetings resulted in an agreement on key issues: the school agreed to set certain limits on the use of the field, and agreed to make changes to the landscape plan as requested by the neighbors.

No appeals or legal challenges ensued and St. Mary's College High School proceeded to carry out the improvement program consistent with the negotiated agreement and the mitigation measures embodied in the MND.

4. Rockridge Safeway Redevelopment Project – The Ridge

Client: Terramar Retail Centers; Safeway Stores

Project: The 15.40-acre site, located at the northeast corner of Broadway and 51st St./Pleasant Valley Road, was once a gravel quarry dating back to the 1920s. In the early 1960s it was developed as a multi-tenant neighborhood shopping center, anchored with a large pharmacy and Safeway grocery store.



Safeway proposed a complete redevelopment and re-positioning the suburban-style shopping center to become a more urban scale mixed-use commercial center with higher densities and a wider mix of land uses. The existing 185,500 square foot center would be replaced with 280,000 square feet of mixed commercial uses.

Assignment: Safeway selected Lamphier-Gregory as its environmental consultant; Scott Gregory was the Project Manager and principal document preparer, with assistance from technical subconsultants for traffic, noise, air quality/GHG, biology, and urban decay. The City of Oakland approved the selection, determined that an EIR would be required and approved Lamphier-Gregory's scope of work and CEQA approach.

Challenges: The project presented complex topographic, land use, traffic circulation and urban design issues and a highly involved community that had galvanized over a much more protracted planning struggle involving the nearby College/Claremont Safeway project.

- **Vehicle access:** the center is located at the corner of two heavily travelled thoroughfares; the ultimate design opens up new points of access, providing relief at an already congested intersection;
- **Urban Design:** members of the community wanted the design to reflect more of an urban, tight-knit character, where cars and parking are subordinate to pedestrian/bicycle access rather than a typical suburban multi-tenant center; Lamphier-Gregory was able to work with Safeway and their architects to arrive at a site design that received acceptance and support from the community.
- **Mixed-Use:** Community input called for upper story residential to be incorporated into the project. Scott Gregory prepared a design scheme that would have accommodated 349 residential units and included this in the EIR as a project alternative. The alternative was rejected because the entire center is on leased land making a for-sale townhouse/condominium concept financially and legally infeasible. In addition, Safeway consistently objected to any involvement in residential land use.

Outcome: As the date for final public hearings approached, negotiations between Safeway, elected officials and community groups successfully resolved remaining issues and concerns. The EIR was certified and the project was approved on a unanimous vote of the Oakland Planning Commission. No appeals were filed.

Contact: **Darin Ranelletti**, now working as Special Assistant to the Mayor, City of Oakland
510.238-3640
dranelletti@oaklandca.gov

5. Turk Island Landfill Consolidation and Residential Subdivision Project

Client: City of Union City

Project: This small scaled single-family residential subdivision would, in most cases, be a relatively straightforward project for a CEQA review. In this case, however, the main challenge was that site had been used historically as a landfill and was known to contain inert construction debris and other non-toxic substances.

The Project proposal included removal of approximately 175,000 cubic yards of landfill debris from Parcel "C" and place it on top of the adjacent closed Turk Island Landfill and then cap the fill site using engineered controls under the supervision of State, regional, and local regulatory agencies. Parcel "C" would then be backfilled with clean, imported, engineered fill and developed for the 33-lot single-family residential subdivision that has been designed to conform to the site's residential General Plan designation (3-6 units/acre) and residential Zoning designation, compatible with surrounding neighborhoods.



CEQA Issues: The primary environmental issues related to the landfill consolidation efforts that would be required prior to development, including concerns related to hazardous materials, odors, emissions, noise, and truck traffic.

Rebecca Auld, Lamphier-Gregory's Project Manager, assembled and coordinated a team of numerous technical experts to prepare a comprehensive EIR to fully analyze the potential for environmental impacts related specifically to the landfill consolidation as well as the subsequent residential construction and occupancy.

A Draft EIR was completed and released for public review during March-April 2018. Lamphier-Gregory prepared responses to the public comments and, where necessary, made minor clarifications to the Draft EIR. A Final EIR was published in October 2018 and the EIR was certified in November 2018.

Contact: Avalon Schultz, Senior Planner
City of Union City Planning Department
510.675.5321
ASchultz@ci.union-city.ca.us

Lamphier-Gregory began work on this project in May 2016 and concluded in November 2018. Total expenditures for the CEQA work, including subconsultant charges were the same as the contract budget: \$244,135.

C. No Conflict of Interest

Lamphier-Gregory is not aware of any recent, current, or anticipated contractual obligations that relate to similar work within the City of Piedmont or elsewhere that may have a potential to conflict with Lamphier-Gregory's work on this project, including work of our subconsultants.

D. No Litigation

Lamphier-Gregory is not involved in any litigation currently and has not been so involved for at least the past fifteen (15) years pertaining to planning or environmental services work performed by Lamphier-Gregory.

E. Terms of Contract

Lamphier-Gregory has reviewed the City of Piedmont standard form contract as presented in Exhibit C to the City's RFP. Lamphier-Gregory is prepared to accept the terms of the City's contract without any changes or modifications and is prepared to meet the insurance requirements as set forth therein.

II. CEQA Approach

Project Understanding

The concept plan for the Coaches Field Expansion Project builds on the original proposal made in 2010. It fulfills many of the goals of the City to create a more functional, flexible, and usable athletic facility.

The major components of the proposed plan include the following:

- a. Expansion of the northeast corner of the existing play field, encroaching into the City's Corporation Yard. The expansion will require a retaining wall and changes to the Corporation Yard layout to achieve the desired field elevation and shape.
- b. Re-grading of the field topography to compensate for the current elevation difference of approximately 7 feet.
- c. Installation of artificial turf with a cork and sand infill, and associated sub-drainage required to properly discharge stormwater in compliance with State regulations.
- d. Installation of new field lighting for nighttime use.
- e. Installation of a new wood deck/walkway in the southwest corner near the baseball backstop to facilitate more convenient access to the field and skate park from the sidewalk on Moraga Ave.
- f. Creation of a new picnic area adjacent to the existing skate park.
- g. Re-configuration and expansion of the existing parking and enhancement of the vehicle entrance from Moraga Ave.

Approach Overview

Lamphier-Gregory understands the scope of the project and has reviewed and agrees with the City's anticipated approach to CEQA, calling for the preparation of a detailed and thorough Initial Study. The Initial Study would be used as the basis for a determination by the City as to which form of final CEQA document would be the most appropriate and legally defensible. Based on the findings of the Initial Study, Lamphier-Gregory will advise the City as to what we believe would be the most appropriate and defensible approach to the environmental review of the Project.

The two most likely alternatives are either an Addendum to the 2010 EIR or possibly a Supplemental or Subsequent EIR. The latter would be the case if the Initial Study identifies a new or more severe

environmental impact compared with what had been included in the 2010 EIR. Lamphier-Gregory will provide the City with its assessment and recommendations in the form of a Technical Memorandum for review and discussion with City staff and City Attorney.

The environmental checklist that Lamphier-Gregory will use will be based on the latest version presented in Appendix G of the CEQA Guidelines, modified to address the following questions:

- a. Is it a new significant or substantially more severe Impact compared with conclusions in the 2010 EIR?
- b. Is this the same Impact that was already identified and analyzed in the 2010 EIR?
- c. Have there been substantial changes with respect to the circumstances underlying the project which would result in new or more severe impacts?
- d. Is there new information since the certification of the 2010 EIR that shows new or more severe impacts from the project or newly feasible or different mitigation measures and alternatives available to address significant impacts?
- e. Do the mitigation measures in the prior EIR adequately address identified impacts?

These questions will be posed with respect to each topic in the resource areas identified in CEQA Guidelines Appendix G.

If an Addendum is ultimately selected as the path to CEQA compliance, the completed Initial Study checklist will comprise the majority of the analysis and documentation provided in support of an Addendum. Alternatively, if a Subsequent or Supplemental EIR is required, the Initial Study would serve to focus out from further evaluation the environmental resource topics that have been adequately addressed in the prior EIR and where there would be no potential for new or substantially more severe adverse effects than those previously analyzed.

Consistent with the City's RFP, the Initial Study will be circulated for public review and comment prior to any action being taken on the CEQA document or the project. If the Environmental Determination is to prepare a Subsequent or Supplemental EIR, a Notice of Preparation (NOP) will be distributed to the public along with the Initial Study. Comments from the public review of the Initial Study will be considered by the City Council as part of its deliberation on how to move forward on the project.

III. Scope of Services / Work Program

Preamble

In accordance with CEQA Section 21082.1(c)(3), environmental documents prepared pursuant to CEQA (such as the documents necessary for this project) must reflect the independent judgment of the City of Piedmont as the lead agency. The final responsibility for the content and adequacy of the environmental document will lie in the sole discretion of the City of Piedmont and its designated representatives. Therefore, Lamphier-Gregory will work under the sole direction and control of the City of Piedmont for this assignment.

Task 1: Project Initiation

1.1 Finalize Scope of Work and Contract Documents. Often, considerable time is spent in reaching final agreement among the parties and approval by Lead Agency staff regarding the specific elements of the work program and the scope of work required of the environmental consultant. In addition, time is also required to prepare proper contract documents and subcontract documents consistent with such

agreement. Lamphier-Gregory will work diligently to meet the requirements of all parties in this regard. A modest amount of time is identified in our budget for attending to these administrative duties.

1.2 Project Start-Up Meeting and Site Visit. Following receipt of a Notice to Proceed, the Lamphier-Gregory Project Manager will attend a project start-up meeting with City staff to review and discuss project plans, obtain background documents, discuss and finalize the approach to the environmental review, and agree on a project time schedule. We would also include a visit to the Project site to refresh our familiarity with relevant details of the Project setting and existing conditions.

1.3 Review of Project Materials. Lamphier-Gregory will review relevant information from City staff and other sources to gain a full understanding of the Project, the Project site, its history, and the environmental factors relevant to the evaluation of impacts and achievement of Project objectives.

1.4 Project Description. Lamphier-Gregory will prepare a draft project description based on information provided by City staff. The Project description will include illustrative figures, including a site location map, site plan, lighting plan, and other relevant project plans. The project description will be a detailed description of all of the project’s technical and environmental characteristics, hours of operation/use, projected use intensity, implementation schedule, required entitlements, construction considerations, and all other relevant information. The Project description will also include the Project objectives which will inform the selection of project alternatives to be evaluated in the EIR, if an EIR is prepared. The draft Project Description will be submitted to City staff for review for accuracy and completeness.

1.5 Staff Coordination Meeting. Following review by City staff, Lamphier-Gregory will attend a meeting with City staff to discuss the City’s administrative review. We will revise the project description in accordance with City comments, submitting both redlined and finalized screencheck versions.

1.6 Public Meetings. If requested by City staff, the Lamphier-Gregory Project Manager will make presentations about the project, the anticipated environmental effects, and the CEQA process before four (4) of the City’s decision-making bodies: the City’s Recreation Commission, Parks Commission, Planning Commission, and City Council. Our scope of work assumes one meeting at each of these four bodies.

Task 2: Initial Study: Environmental Analysis

2.1 Initial Study Environmental Checklist and Technical Analyses. Lamphier-Gregory will prepare an Initial Study, using the Environmental Checklist as presented in Appendix G of the *CEQA Guidelines*. The Checklist sets forth significance criteria in nineteen environmental topic areas and asks whether the project would result in impacts above threshold levels. In this case, and because the Project site was already evaluated for impacts in the 2010 EIR, the focus of the evaluation will be a comparison between the potential impacts of the project as currently proposed and the impacts identified and analyzed in the 2010 EIR. The checklist will be modified to indicate which of the following possible conclusions is appropriate based on the analysis of potential impacts:

Same or less severe Impact	New or More Severe Significant impact	New Impact resulting from Changed Circumstances	New Impact resulting from New Information
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All environmental topics included in the Checklist will be evaluated. Brief description of our approach and scope of work for the most sensitive topic areas are as follows:

2.1.1 Aesthetics/Visual. Lamphier-Gregory will provide an assessment of aesthetic impacts using CEQA criteria, with a focus on potential impacts related to light and glare from the proposed addition of

light standards for soccer practices during late afternoon/early evening hours. With regard to the light and glare issue, we will rely on photometric data to be provided by the City as the basis for determining the level of impacts. As we understand it, having spoken with the City's lighting engineer, Mr. Ron Zeiger, the light level will be set to accommodate soccer practice, or approximately 15 foot candles. This level of intensity would be about half what is required for softball, which would need 30 foot candles at the infield and 20 in the outfield. It is a given that all light fixtures will be aimed downward toward the field and that none of the lighting fixtures would aim light towards surrounding residences directly. Residences above the site will be able to observe indirect light that reflects off the playing field, generating a sort of glow that will be unavoidable but would most likely not be considered a significant impact. No photo-simulations of the appearance of the field are considered to be necessary and none are proposed.

2.1.2 Air Quality, Greenhouse Gas Emissions, and Energy. Lamphier-Gregory will prepare an evaluation of potential impacts related to air quality and greenhouse gas emissions compared against the findings of the 2010 EIR. Given the small size of the site and the relatively limited extent of physical changes and likely short duration of construction activities, our assessment of impacts will be on a qualitative basis and will assume that the City will require its contractor to comply with standard construction period Best Management Practices for dust control consistent with the recommendations of the Bay Area Air Quality Management District.

Energy usage will be discussed based on information to be provided by City staff.

2.1.3 Biological Resources. H. T. Harvey & Associates (HTH) will complete the following scope of work related to potential impacts to biological resources.

Background Review. Prior to conducting a site visit, HTH ecologists will review all project materials and relevant background information concerning biological resources in the project area, including the 2010 EIR; aerial photographs of the vicinity; U.S. Geological Survey topographic maps; U.S. Fish and Wildlife Service National Wetland Inventory Maps; the California Natural Diversity Database (CNDDDB); and species data compiled by the California Native Plant Society, or other public interest groups.

This task includes limited time for project coordination by HTH staff and project manager to correspond by telephone or email with the project team during the preparation of the biological resources report.

Site Visit. An HTH ecologist will conduct a single reconnaissance-level field survey of the project site to put into context the information generated in Task 1 and document the current biological conditions on the project site. This information will be generated both for the purpose of characterizing the botanical resources of the site and for characterizing wildlife habitat values. The dominant biotic communities of the project site, characterized based on dominant plants and associated wildlife will be mapped on suitable base materials (e.g., an aerial photo base map). The reconnaissance survey will also be conducted to determine the site's potential to support special-status species of plants and animals. During our survey, we will determine whether any potentially sensitive or regulated habitats, such as wetlands and other waters of the U.S./State, are present on the project site. Although we do not expect such regulated habitats to be present, we will map the approximate boundaries of such habitats if any are present. Our habitat mapping will be adequate to allow us to quantify approximate impacts on these habitats for CEQA assessment purposes. However, our proposed scope and budget do not include preparation of a detailed wetland delineation report adequate for project permitting or conducting a site visit with the U.S. Army Corps of Engineers to obtain verification of jurisdictional boundaries. Likewise, no species-specific protocol-level surveys are proposed.

Biological Resources Report. Upon the completion of our fieldwork, we will prepare a biological resources report that describes existing biological conditions, including special-status species with the potential to occur on the site and any potentially sensitive/regulated habitats that occur on the site or that may be affected by project activities. The report will describe potential impacts on existing biological resources and any conceptual mitigation measures necessary to mitigate potentially significant impacts to less-than-significant levels under CEQA. Graphics to be prepared include a site/vicinity map, habitat map, and CNDDDB map. This report will be prepared in such a way as to be suitable to serve as the basis for CEQA review of biological resources. We have included time in this task to address any identifiable differences between our survey findings and those documented in the 2010 EIR.

2.1.4 Cultural Resources and Tribal Cultural Resources. Lamphier-Gregory will assess potential impacts related to archaeological, paleontological and tribal resources drawing on information provided in the 2010 EIR. To update that information, Lamphier-Gregory will request a records search from the Northwest Information Center and Native American Heritage Commission (NAHC) Sacred Lands Files to screen out this topic. In our experience, the NAHC requests letters be sent to all the local tribes to fully screen out the potential for concerns of tribal cultural resources, so our scope includes preparation of such letters and sending via registered mail. If requested by the City, we can coordinate such that these letters satisfy the City's coordination requirements under AB 52.

2.1.5 Geology/Soils. Lamphier-Gregory will rely on technical information expected to be available from the City's geotechnical consultant to assess whether there are new or more severe impacts relating to soils and site stability concerns resulting from the excavation into the hillside to accommodate the enlarged playing field and the resulting need for a large retaining wall.

2.1.6 Hazards and Hazardous Materials.

Lamphier-Gregory will describe known and available information regarding the presence of hazards or hazardous materials on the Coaches Field site, the City's Corp Yard or the skate park. If available at the time we are preparing the Initial Study, we will evaluate the findings of the Phase I Environmental Site Assessment (ESA) that is being prepared by a consultant to the City in regards to the fuel storage tank on the Corp Yard portion of the site. Mitigation via compliance with applicable local and state regulations will be referenced. If the City's Phase I ESA is not available at the time of the Initial Study and if the CEQA process involves preparation of an SEIR then the discussion about the Phase I ESA report will be included in the SEIR.

2.1.7 Land Use. The 2010 EIR found that the combined Coaches Field and Blair Park project would result in conflicts with General Plan policies that promote the protection of open space, natural terrain, native vegetation and trees, and viewsheds. Although select individual policy conflicts would be reduced to a less than significant level with mitigation measures outlined in the EIR, and the proposed [larger] project would further many General Plan policies, the cumulative effect of the policy inconsistencies were found to represent a significant environmental impact. And because the policy inconsistency could cause the City to deviate from certain of the overarching goals and policies in the General Plan, many of which were adopted for the purpose of protecting the environment, resulting in adverse physical impacts, the EIR found this impact to be significant and unavoidable.

Lamphier-Gregory will review the discussion in the 2010 EIR as it relates specifically to the Coaches Field portion of the former project and as it relates to the current Coaches Field project. The focus will be to identify whether the policy inconsistencies identified earlier would remain and continue to result in a significant and unavoidable impact or whether the project would result in a new or more severe impact.

2.1.8 Noise. Christopher Barnobi of Coffman Engineers will complete the following scope of work to address potential noise impacts.

Ambient Sound Measurements: It has been a few years since the studies for the EIR for the Moraga Canyon Project were conducted. The ambient sound level measurements would benefit from updating. We propose to visit the site to conduct short and long-term sound level measurements to characterize the existing ambient sound environment in the project vicinity. Up to 4 short-term sound level measurements (5 to 20 minutes long) and 1 long-term (24 hours) measurement will be conducted.

Technical Assessment of Construction Noise/Vibration Impacts: Coffman Engineers will prepare a technical noise memorandum evaluating potential impacts associated with the Coaches Field Project. Coffman will review the noise analysis conducted as part of the Moraga Canyon Sports Field Project EIR. We will review the noise and vibration criteria applied to the Moraga Canyon EIR and update any regulation that have changed. A brief summary of the analysis and conclusions from the Moraga Canyon EIR will be included in the noise memorandum.

Based on an initial review of the Moraga Canyon EIR, the noise analysis for that project included construction noise and vibration, operational traffic noise, and sports event noise analyses. The Coaches Field project appears to be generally consistent with these analyses. The memorandum will include a discussion of the consistent project details and any variations. Analysis of variations that would impact noise will be addressed. This includes a simplified traffic noise analysis and sporting event noise analysis. The simplified traffic noise analysis will qualitatively examine traffic noise increases. Typically, a doubling of traffic trips equates to a 3 dB increase in traffic noise. We do not expect for traffic trips on the vicinity roadways to double and thus expect traffic noise to increase by less than 3 dB. Therefore, traffic noise will be discussed on a qualitative manner. The sporting events will be quantitatively analyzed. Previous data of sporting events of similar size will be reviewed, and estimations of typical sporting event noise will be calculated at the nearest noise sensitive receptors. Also, noise from the newly proposed picnic area will be qualitatively analyzed for impacts on the nearby noise sensitive land uses.

Results of the review and analyses will be compared against the project criteria to inform significance conclusions. If potentially significant impacts are part of the conclusions, then mitigation measures to reduce impacts will be included in the memorandum.

Meetings: This scope includes up to two (2) in-person meetings to explain the results of the noise analysis to City Staff and/or the public.

2.1.9 Transportation/Traffic. Subconsultant W-Trans, under the direction of Mark Spencer, will undertake an assessment of potential impacts related to transportation and traffic. The intent of the transportation analysis is to evaluate the potential effects of changes at Coaches Park compared to the 2010 and 2011 CEQA documents. These changes include timing and frequency of scheduled events, and the removal of the Blair Park component. Where possible, use of the prior CEQA data will be applied to the updated analysis.

Phase 1 – Initial Study Checklist

The Phase 1 analysis will be focused on the difference in trip generation and parking adequacy compared to the prior CEQA documents. Based on the findings, a recommendation for an Addendum or Supplemental EIR will be made.

1. Traffic Impact Analysis

1.1 Trip Generation Survey. The 2010 CEQA documents included a trip generation survey of Coaches Field. We proposed to use the same data for this study, with the assumption that trip generation, mode share percentages, and vehicle occupancy levels have not changed. We will apply the trip generation rates from the 2010 CEQA analysis to the currently proposed park plan (which includes changes to Coaches Field compared to the 2010 CEQA analysis, and no longer

includes the Blair Park component), and summarize the number of net new trips that would be added to the study area based on a three-step process; trip generation, trip distribution patterns, and trip assignment.

The net number of new trips that the proposed park project would be expected to generate on a typical weekday, morning peak hour and afternoon peak hour, and a typical weekend peak hour, will be determined.

1.2 Parking Analysis. The parking survey data from the 2010 CEQA documents will be reviewed to determine parking demand rates during typical event hours. The parking demand associated with the proposed change in park use and scheduling will be estimated and compared to the proposed parking supply during peak periods to determine if on-site parking will be adequate to accommodate future parking demand with the project.

- 2. Draft and Final Initial Study Transportation Reports.** The Draft Initial Study Transportation Impact Analysis Report will include all assumptions, analysis procedures, findings, potential impacts and recommendations. If the trip generation is found to be similar or reduced from the 2010 CEQA documents, then a recommendation for an Addendum will be made. If the trip generation is found to increase to a level that requires more detailed traffic operations analysis (i.e., intersection LOS, roadway analysis, etc.) then a recommendation for a Supplemental EIR will be made.

The report will be provided electronically. Only one draft submittal is intended.

Following receipt of one set of unified non-contradictory comments draft report, we will revise the report and prepare the Final Initial Study Transportation Impact Analysis Report. The Final report will be provided electronically. Only one final submittal is intended.

- 3. Meetings (4)/Project Coordination.** During the Initial Study phase of work, W-Trans staff will participate in conference calls and attend up to four (4) formal meetings. These include a kick-off meeting, project team meetings with City, and/or public meetings at the Planning Commission and City Council. Additional meetings can be arranged through a contract amendment with written authorization prior to the meeting.

Phase 2 –Preparation of Addendum or Supplemental EIR

4a. Addendum

It is assumed that no new analysis will be required to prepare the Addendum. We have budgeted for a limited number of traffic-related comments on the Addendum. We will prepare a comments and responses memo that will be provided electronically.

W-Trans staff will participate in conference calls and attend up to two (2) formal meetings associated with an Addendum. Additional work (if requested) or meetings can be arranged through a contract amendment with written authorization prior to the meeting.

4b. Supplemental EIR

1. Collect and Review Existing Information and Data.

Traffic counts. To be consistent with the prior CEQA documents, we have assumed that the study analysis periods will be:

- weekday a.m. (7:00 a.m. – 9:00 a.m.)
- weekday p.m. (4:00 p.m. – 6:00 p.m.)

Although the park will generate weekend trips, the overall traffic in the area is highest during weekday a.m. and p.m. commute periods. Therefore, these are the analysis periods for this analysis.

Intersections. New 2019 peak period traffic counts will be conducted at the same study intersections and project driveway locations as previously analyzed, during the same two study periods. These are:

1. Pleasant Valley Road/Moraga Avenue
2. Highland Avenue/Moraga Avenue
3. Highland Avenue/Oakland Avenue
4. Red Rock Road/Moraga Avenue
5. West Driveway Entrance/Moraga Avenue
6. West Driveway Exit/Moraga Avenue
7. East Driveway Entrance/Moraga Avenue
8. Maxwellton Road/Moraga Avenue
9. Harbord Drive/Moraga Avenue
10. Estates Drive/Moraga Avenue

The final list of study intersections should be confirmed with City of Piedmont staff prior to project commencement.

Roadway Segments. New peak and off-peak roadway segment traffic counts will be conducted along the same roadway segment as previously analyzed (Moraga Avenue east of the Coaches Field), during the same four study periods. These are:

- weekday a.m. (7:00 a.m. – 9:00 a.m.)
- weekday p.m. (4:00 p.m. – 6:00 p.m.)
- weekday p.m. (6:00 p.m. – 8:00 p.m.)
- weekend Sat. (11:45 a.m. – 1:45 p.m.)

Parking survey. The 2010 CEQA documents included a parking survey of the existing site. We proposed to use the same data for this study, with the assumption that parking inventory and parking occupancy levels have not changed.

2. Field Reconnaissance. W-Trans will conduct field reconnaissance visits during a typical weekday (Tuesday, Wednesday or Thursday) evening and a typical weekend day to coincide with the analysis periods. We will observe and note the following:

- Roadway cross-sections
- Intersection lane geometry and configuration
- Traffic control devices
- Surrounding land uses
- Sight distance
- Locations of pedestrian, bicycle, and transit facilities

The trip distribution (where people are coming from to get to the development) will be based on data and assumptions used in the 2010 CEQA document. Trip assignments (how traffic is assigned to the local street network) will be based on the origin and destination patterns evaluated in the trip distribution, and the likely route of travel for the net-new trips.

3. Traffic Analysis. The analysis of study intersections and roadway segments will be conducted using the 2000 Highway Capacity Manual (HCM) methodologies and Synchro Analysis Software (or other method and software if requested by City staff). To be consistent with the 2010 CEQA documents, we will analyze the following four study scenarios:

a. Existing Conditions – Existing operating conditions at the study intersections will be estimated based on the field reconnaissance, data collection, and methodologies described above. In addition, a qualitative review of transit, bicyclist and pedestrian facilities will be included.

b. Existing plus Project Conditions – Existing plus Project operating conditions will include the existing traffic volumes plus net-new trips associated with the proposed project. The traffic analysis for the Project scenario will include trip estimates, trip distribution patterns, and intersection LOS analysis for the study intersections and project driveways.

c. Opening Year Conditions – Opening Year operating conditions will include the existing traffic volumes plus background growth traffic derived from known approved projects in the study area and growth projected in the Alameda CTC travel forecast model or other source or a five-year horizon (2025). The traffic analysis for this scenario will include trip estimates, trip distribution patterns, and intersection LOS analysis for the study intersections.

d. Opening Year plus Project Conditions – Opening Year plus Project Conditions will include the Opening Year Conditions traffic volumes plus net-new trips associated with the proposed project. The traffic analysis for the Opening Year plus Project scenario will include trip estimates, trip distribution patterns, and intersection LOS analysis for the study intersections and project driveways. Changes to transit, bicyclist and pedestrian facilities (if any) will be evaluated and a qualitative discussion of general project-related influences will be included. The analysis will include a discussion of potential project-related impacts to the analysis intersections and roadway segments, and recommended measures to mitigate potential project-related impacts. For any mitigation measures that are required, the LOS analysis for the conditions before and after incorporating the recommended measures will be provided.

Peak-hour traffic signal warrants will be prepared for all unsignalized study intersection that are projected to operate at an unacceptable level of service in the future, including a potential roundabout option at the Maxwellton Road/Moraga Avenue intersection.

e. EIR Alternative Analysis - It is assumed that a qualitative analysis (i.e., trip generation comparison) of one project alternative (i.e., smaller project, reduced operating hours, alternate site, etc.) will be required in order to prepare the Supplemental EIR.

4. Safety, Access, and Circulation Analysis. The five-year collision history will be reviewed to examine rates and possible trends. Existing and proposed pedestrian and bicyclist circulation and amenities in the area will be qualitatively reviewed, including the 2010 CEQA analysis pedestrian volume counts in the study area.

Sight distance analysis will be conducted at the site driveways. Operations at project driveways will be analyzed as well as the gaps in traffic flow on Moraga Avenue, using data from the 2010 CEQA documents.

5. Draft and Final Supplemental EIR (SEIR) Transportation Reports. The Administrative Draft SEIR Transportation Impact Analysis Report will include all assumptions, analysis procedures, findings, graphics, impacts and recommendations. It will be provided electronically. Only one draft submittal is intended.

Following receipt of one set of unified non-contradictory comments on the Administrative Draft SEIR report, we will revise the report and prepare the Draft SEIR Transportation Impact Analysis Report. The Draft SEIR report will be provided electronically. Only one final submittal is intended.

We have budgeted for a limited number of traffic-related comments on the Draft SEIR. We will prepare a comments and responses memo that will be provided electronically.

6. Meetings (4)/Project Coordination. During the SEIR phase of work, W-Trans staff will participate in conference calls and attend up to two (2) formal meetings associated with a SEIR. Additional work (if requested) or meetings can be arranged through a contract amendment with written authorization prior to the meeting.

2.1.10 All Other CEQA Topics. Lamphier-Gregory will prepare an assessment of all other topic areas listed below, relying on information available from the 2010 EIR, the City's General Plan EIR, and other public sources:

- Agricultural and Forestry Resources
- Hydrology and Water Quality
- Mineral Resources
- Public Services
- Recreation
- Utilities and Service Systems
- Wildfire

2.2 Administrative Draft Initial Study. We will compile all parts of the Initial Study into an Administrative Draft Initial Study (ADIS) including all of the technical studies. We will provide the City with three (3) printed bound copies along with an electronic version in MS Word format.

2.3 Recommendation Memo: Addendum v. SEIR. Lamphier-Gregory will prepare a memorandum for City staff consideration that summarizes the findings of the draft Initial Study checklist and recommends whether the CEQA process should proceed with preparation of an Addendum to the 2010 EIR or, alternatively, whether a Subsequent or Supplemental EIR is required. Lamphier-Gregory will attend a meeting with City staff to present and explain the findings of the ADIS checklist and our recommendation in regards to the Environmental Determination and form of the appropriate final CEQA document.

2.4 Final Initial Study. We will revise the ADIS in accordance with City staff comments and will submit a redlined 2nd draft showing all revisions in underscore and strikeout format using Track changes. No more than two rounds of review and revisions are assumed. Upon approval by the City, submit a final print-ready Screencheck Initial Study in MS Word and PDF formats electronically and 25 printed copies.

2.5 Public Meeting. Lamphier-Gregory and key subconsultants will prepare material for and attend a City-sponsored public meeting to present a summary of the Initial Study and its conclusions. The City will be responsible for providing appropriate public notification and making all logistical arrangements

needed for the meeting. The Lamphier-Gregory Project Manager will facilitate the meeting and another staff person will take notes of questions asked and answers provided. The meeting summary document will be published online at the City's project website.

2.6 Environmental Determination. The City shall make the final determination as to which CEQA path to follow in regards to the remaining steps of the CEQA process based on the findings of the Initial Study and input from the public meeting.

Task 3 Option A: Prepare Addendum

3a.1 Prepare Administrative Draft Addendum. Lamphier-Gregory will prepare the Addendum document in which the final Initial Study would be the substantive supporting element. Findings and conclusions relating the CEQA Guidelines §15162 - §16164 will be referenced and explained.

3a.2 City Reviews and Lamphier-Gregory Revisions. Lamphier-Gregory will provide the City with a revised and final Addendum document after making changes in response to comments or corrections as directed by City staff. We will provide the City with a total of 25 final bound copies of the final Addendum document along with an electronic version suitable for posting on the City's website.

3a.3 Public Review. Although not legally required, the City intends to hold a public hearing before its Planning Commission to allow for public input on the Addendum. The Lamphier-Gregory Project Manager and key subconsultants, if necessary, will attend the hearing and will be prepared to answer questions from the Commission or the public.

3a.4 Final Addendum. If necessary, Lamphier-Gregory will revise the Addendum based on staff comments or to address issues raised by public comment at the public hearing. We will provide City staff with 25 final revised versions of the Addendum document if changes are made.

3a.5 Final Hearing and Notice of Determination. Lamphier-Gregory will attend up to two (2) hearings before the City's Planning Commission and/or City Council at which time the Addendum would be presented for final action along with approval of the Project. If the Project is approved, Lamphier-Gregory will provide the City with a draft Notice of Determination (NOD) to be filed by the City with the County Clerk in accordance with CEQA.

Task 3 Option B: Prepare Subsequent or Supplemental EIR

3b.1 Prepare Notice of Preparation (NOP). Once the Environmental Determination has been made to proceed with a Subsequent or Supplemental EIR (hereinafter, "SEIR"), Lamphier-Gregory will prepare a draft NOP for submittal to City staff and will make revisions in response to City staff review. The NOP will advise the public of the City's intent to prepare an SEIR and will announce a time and place for an SEIR scoping meeting to be held during the 30-day review period for the NOP. City staff will be responsible for distributing the NOP, along with the final Initial Study, to its distribution list and filing the document with the State Clearinghouse in accordance with CEQA requirements.

3b.2 SEIR Scoping Meeting. The Lamphier-Gregory Project Manager will prepare for and attend the SEIR scoping meeting to present the scope of the SEIR, the additional work that is to be undertaken (especially in regards to alternatives), and the opportunities for further public input. Careful notes will be taken of all comments made during the scoping meeting. The audience will be encouraged to submit additional comments in writing prior to the end of the 30-day NOP comment period.

3b.3.1 Administrative Draft SEIR. Lamphier-Gregory will prepare an administrative Draft SEIR including introductory and summary chapters, a description of the project adequate for CEQA purposes, environmental analysis chapters (detailed below), and an assessment of up to three alternatives, including the no project alternative. Any comments received in response to the NOP will be included in

an appendix, summarized in the Draft EIR introduction, and carried through as “Known Concerns” in relevant topic areas, as applicable.

If additional technical studies are to be undertaken beyond those already completed for the Initial Study, Lamphier-Gregory will coordinate and manage the completion of such studies and will prepare all other sections of the SEIR including the alternatives analysis and the section dealing with “Other CEQA Considerations.” We anticipate that the SEIR will need focused chapters on only a few topics including aesthetics/visual, biology, noise and traffic. Each of these chapters will include a Setting section that sets forth baseline or existing conditions, followed by a Regulatory Setting section that sets forth applicable statutes, policies, and regulations that apply to the subject matter of that topic. Each chapter will conclude with the Impact Analysis section, which presents the analysis of environmental impacts against applicable significance criteria. The analyses will include recommended mitigation measures to avoid or reduce impacts to less than significant levels.

The document will consist of the following sections:

- Introduction
- Executive Summary
- Project Description
- Environmental Analysis, by topic, each one to include Settings, Impacts and Mitigation Measures
- Other CEQA Considerations (Significant/Unavoidable Impacts, Growth-Inducing Impacts, Cumulative Impacts)
- Alternatives (up to 3, including the No Project Alternative)
- References

3b.3.2 Additional Subconsultant Work. Preparation of the SEIR will require some additional work by our subconsultants beyond what is required for the Initial study/Addendum:

Biology (H. T. Harvey & Associates):

- **Additional SEIR Content:** HTH will write a complete description of the Regulatory Setting, and provide input on the two potential Alternatives.
- **Responses to Public Comments on SEIR:** HTH will assist Lamphier-Gregory in preparing responses to what is assumed to be minimal comments regarding biological resource issues.
- **Attendance at Public Hearings:** HTH budget includes modest additional funding to allow HTH attendance at public hearing(s), if necessary.

Noise (Coffman Engineering, Christopher Barnobi):

Coffman Engineering will provide assistance in preparation of the noise chapter of the SEIR including additional detail and documentation beyond what is provided for the Initial Study/Addendum.

Traffic (W-Trans, Mark Spencer):

W-Trans will include a qualitative analysis of a project alternative for the SEIR as an addition to their technical study for the Initial Study. In addition, W-Trans budget includes modest funding for preparing responses to what is assumed to be a limited number of traffic-related public comments on the SEIR. W-Trans will prepare a comments and responses memo that will be provided electronically. No other changes to the Initial Study report are anticipated.

W-Trans staff will participate in conference calls and attend up to two (2) formal meetings associated with the SEIR. Additional work (if requested) or meetings can be arranged through a contract amendment with written authorization prior to the meeting.

Lamphier-Gregory will submit 3 bound copies and 1 electronic copy (in MS Word format) of the first administrative Draft SEIR to City staff for internal review.

3b.4 Reviews, Revisions, and Screencheck Draft SEIR. Lamphier-Gregory will revise the first administrative Draft SEIR in response to City's comments. Up to three iterations of the administrative Draft SEIR will be prepared, submitted and revised, showing changes in strikeout and underscore format (Track Changes mode) to facilitate iterative reviews and revisions of all chapters. Three hard copies plus a digital copy on USB drive is assumed for each administrative draft.

We will compile the reviewed chapters into a comprehensive Screencheck Draft SEIR for digital review prior to preparing the Draft SEIR for release to the public. Final review of the Screencheck Draft will verify that impact findings are supported by substantial evidence. City will review and approve the document prior to releasing the Draft SEIR for publication.

3b.5 Produce and Publish Draft SEIR and Appendices. We will prepare and finalize the Draft SEIR for public release. We will provide a digital PDF version of the Draft SEIR suitable for posting on the City's website. We provide the City with 25 bound printed copies of the Draft EIR, with all appendices included on a CD attached to the rear cover of the document plus up to 10 copies on USB drive.

As part of this Task 3b.5 we will prepare draft and final public notices in accordance with CEQA procedures and City format preferences, including a Notice of Completion and Notice of Availability. Our scope assumes that City staff will file the Notices and the Draft SEIR with the State Clearinghouse and County Clerk and distribute copies to City's mailing list of interested agencies and individuals.

3b.6 Public Hearing(s). Lamphier-Gregory and key subconsultants, if necessary, will prepare for and attend a public hearing before the City's Planning Commission during the 45-day public review period at which comments on the Draft SEIR will be solicited from interested members of the public. This scope assumes City staff will conduct the presentation and provide minutes of the public hearing suitable for inclusion in the Final SEIR.

3b.7 Approach to Comment Responses. Lamphier-Gregory will compile all comments received during the public review period, identify preliminary approach to responses including information needed from other parties, and will meet with City staff to review the comments and reach agreement on an approach to the responses and timeline for receipt of any necessary information from other parties.

3b.8 Responses to Comments and Administrative Draft Final SEIR. We will prepare an administrative draft Final SEIR that includes responses to all agency and individual comments in accordance with the strategy agreed upon under Task 3b.7. The degree of public comment cannot be predicted at this point in time; our scope assumes a substantial number of comments will be received. If public comments require additional time for responses and/or additional technical analyses, use of the budget contingency or other budget adjustment may be necessary.

The administrative draft Final SEIR will consist of chapters that include an Introduction and List of Commenters, Revisions to the Draft SEIR, Comments and Responses, and a Mitigation Monitoring and Reporting Program. We will submit the first administrative draft Final SEIR to City staff for review.

3b.9 Mitigation Monitoring and Reporting Program (MMRP). Lamphier-Gregory will prepare a comprehensive MMRP for all applicable mitigation measures. The MMRP will follow the format used in prior CEQA documents prepared for projects in Piedmont and will include the MMRP in the administrative draft Final SEIR.

3b.10 Reviews, Revisions, and Screencheck Final SEIR. Lamphier-Gregory will revise the first administrative draft Final SEIR in response to City's comments. Up to three iterations of the administrative draft Final SEIR will be prepared, submitted and revised, showing changes in strikeout and underscore format (Track Changes mode) to facilitate iterative reviews and revisions of all chapters. Three hard copies plus a digital copy on USB drive is assumed for each administrative draft.

We will compile the reviewed chapters into a comprehensive Screencheck Final SEIR for digital review prior to preparing the Final SEIR for release to the public. Final review of the Screencheck will verify that impact findings are supported by substantial evidence. City will review and approve the document prior to releasing the Draft SEIR for publication.

3b.11 Produce and Publish Final EIR. We will prepare and finalize the Final SEIR for public release. We will provide a digital PDF version of the Final SEIR suitable for posting on the City's website. We will provide the City with 25 bound printed copies of the Final SEIR, with all appendices included on a CD attached to the rear cover of the document plus up to 10 copies on USB drive.

Our scope assumes that City staff will file the Final SEIR with the State Clearinghouse and County Clerk and distribute notices/copies to City's mailing list of interested agencies and individuals and any commenters.

3b.12 Certification Hearings and Notice of Determination (NOD). The Lamphier-Gregory Project Manager will prepare for and attend up to two hearings, one before the Planning Commission and one before the City Council at which time the SEIR would be presented for certification and project approval (or recommendation) considered. This scope assumes that City staff will conduct the presentation. Lamphier-Gregory will attend and be prepared to answer technical questions related to the environmental analysis.

We will also prepare a draft and final Notice of Determination (NOD) for City staff to file with the County Clerk and State following project approval.

Task 4: Coordination Meeting, Project Administration and Management

4.1 Coordination Meetings with City Staff. During the course of the project, the Lamphier-Gregory Project Manager will attend regular coordination meetings with City Staff as may be necessary. We anticipate needing and have budgeted for three such meetings and, as shown below, an additional meeting in the event the process involves an SEIR. Other coordination between Lamphier-Gregory and City staff will be conducted via telephone or electronically.

- One (1) Initial Kick-Off Meeting
- One (1) meeting with City staff to review Project Description
- One (1) meeting with City staff to discuss the findings of the Initial Study and to present our recommendation in regards to Addendum versus SEIR
- One (1) meeting with City staff to discuss proposed approach to responses to comments on the SEIR, if applicable.

4.2 Public Meetings. Consistent with the RFP, our scope and budget includes Lamphier-Gregory's participation and attendance at the following public meetings:

- One (1) public meeting regarding the initial scope of the analysis for the Initial Study
- One (1) public meeting before the Recreation Commission to explain the project
- One (1) public meeting before the Parks Commission to explain the project
- One (1) public meeting before the Planning Commission to explain the project

- One (1) public meeting before the City Council to explain the project
- One (1) Planning Commission meeting to present findings of the Initial Study
- One (1) Planning Commission meeting to receive public comments on the Addendum or Draft SEIR, if applicable
- One (1) City Council meeting to consider the Addendum or certify the SEIR, if applicable

4.3 Project Administration and Management. Every contract for professional services involves a certain amount of time spent on administration, project management, and quality control. Our budget reflects our best estimate of the amount of time and expense required to manage this process, coordinate with our subconsultant team and City staff, maintain the budget and project schedule, and provide accountability to the City during the process.

IV. Schedule

Lamphier-Gregory is fully capable of generating the various work products and CEQA documents required for this project within the timeframes outlined in the RFP. That is, we are prepared to produce a Project description within 2 weeks from initiation, a draft Initial Study and Recommendation Memo within 9 more weeks and produce a final Addendum document ready for action by your City Council by early December. We are equally confident of our ability to prepare and have a final SEIR ready for certification by June 2020. Completing the analysis and producing the documents are the tasks within our control; the parts of the process that are not within our control – i.e., the setting up, agendaing and holding the large number of meetings with City staff, the public and City boards and commissions - are clearly important parts of the process but are not within our control. We anticipate that the “process” parts of the overall work program are likely to extend the end points substantially beyond the targets stated in the RFP. Our estimate is that the adoption of the Addendum is more likely to take approximately 30 – 33 weeks (compared with 16 as given in the RFP) and the SEIR perhaps a total of over 50 weeks versus the 42 weeks shown in the RFP.

We will work with the City on this project at whatever pace is asked of us and will not be the cause of delay. We look forward to resolving expected time schedule target dates with City staff at the initial Kick Off meeting and effectively maintaining the schedule thereafter.

V. Budget and Costs

The line item breakdown shown on the following page reflects our estimate of the cost to produce the Initial Study and adoption of an Addendum, including all subconsultant charges but without contingency, is \$74,200; the alternative cost – to complete the Initial Study and complete the process with certification of a SEIR would be \$140,215. Because of the inherent unpredictability of this work, we recommend including a 10 percent contingency line item, which would be accessed with administrative approval for out of scope work, should the need arise. For the Addendum alternative, the proposed “Not to Exceed” budget would be \$81,600, and for the SEIR alternative, it would be \$154,215.

Lamphier-Gregory only charges for the time and expense incurred in carrying out the Scope of Work, (T & M), based on our hourly rates and reimbursement of actual out-of-pocket expenses. Subconsultants are compensated on a fixed fee basis. In the event that the work can be completed with less effort than anticipated, unexpended amounts in the budget would not be invoiced.

Payment is due within 30 days of receipt of invoices. Reimbursable expenses and subconsultant costs are invoiced at cost plus 10%.

Proposed Budget: Coaches Field Expansion Project, City of Piedmont										
		Lamphier - Gregory				W-Trans	HT Harvey	Coffman Engineering	Exp.	Total
		Principal		Senior Planner						
Hourly Rates		Hrs	\$250	Hrs	\$210					
TASK 1: Initiation Steps										
1.1	Finalize Scope of Work; Contract Documents	1	\$250	2	\$420					\$670
1.2	Kick-Off Meeting, Site Visit		\$0	4	\$840				\$50	\$890
1.3	Review Project Materials		\$0	4	\$840					\$840
1.4	Project Description (draft & final)		\$0	8	\$1,680					\$1,680
1.5	Meeting with City staff re: Project Description		\$0	2	\$420					\$420
1.6	Meetings with City Boards and Commissions (4)		\$0	12	\$2,520					\$2,520
	Subtotal:	1	\$250	18	\$3,780	\$0	\$0	\$0	\$50	\$4,080
TASK 2: Initial Study: Environmental Analysis										
2.1	Initial Study Document Layout: Intro., Proj. Desc.		\$0	6	\$1,260					\$1,260
2.1.1	Aesthetics/Visual		\$0	6	\$1,260					\$1,260
2.1.2	Air Quality, Greenhouse Gas & Energy		\$0	6	\$1,260					\$1,260
2.1.3	Biological Resources		\$0	4	\$840		\$8,853			\$9,693
2.1.4	Cultural and Tribal Cultural Resources		\$0	6	\$1,260				\$600	\$1,860
2.1.5	Geology		\$0	4	\$840					\$840
2.1.6	Land Use		\$0	6	\$1,260					\$1,260
2.1.7	Noise		\$0	6	\$1,260			\$9,625		\$10,885
2.1.8	Traffic		\$0	6	\$1,260	\$9,735				\$10,995
2.1.9	All Other Topics		\$0	30	\$6,300					\$6,300
2.2	Submit Initial Study	2	\$500	4	\$840				\$250	\$1,590
2.3	Prepare Memo re: Environmental Determination	1	\$250	6	\$1,260					\$1,510
2.4	Coordination Mtg re: Environmental Determination		\$0	2	\$420					\$420
2.5	Public Meeting		\$0	4	\$840				\$400	\$1,240
2.6	Prepare Revisions and Final Initial Study	1	\$250	6	\$1,260					\$1,510
	Environmental Determination by City Staff									\$0
	Subtotal:	4	\$1,000	102	\$21,420	\$9,735	\$8,853	\$9,625	\$1,250	\$51,883
TASK 3 Option A: Prepare EIR Addendum										
3a.1	Prepare Addendum		\$0	4	\$840	\$3,850			\$200	\$4,890
3a.2	Reviews & Revisions	1	\$250	8	\$1,680					\$1,930
3a.3	Meetings and Hearings		\$0	8	\$1,680					\$1,680
3a.4	Final Addendum		\$0	4	\$840				\$500	\$1,340
3a.5	Hearings		\$0	6	\$1,260					\$1,260
	Subtotal:	1	\$250	30	\$6,300	\$3,850	\$0	\$0	\$700	\$11,100
TASK 3 Option B: Prepare Supplemental or Subsequent EIR										
3b.1	Administrative Draft SEIR - Technical Chapters		\$0	30	\$6,300	\$34,540	\$1,310	\$1,045		\$43,195
3b.2	Alternatives and Other CEQA Considerations		\$0	24	\$5,040					\$5,040
3b.3	Submit Admin Draft SEIR	2	\$500	6	\$1,260				\$450	\$2,210
3b.4	Reviews & Revisions	1	\$250	12	\$2,520					\$2,770
3b.5	Publish Draft SEIR		\$0	6	\$1,260				\$2,500	\$3,760
3b.6	Prepare Notices and Filings		\$0	4	\$840					\$840
3b.7	Public Comment Hearing		\$0	6	\$1,260					\$1,260
3b.8	Approach to Responses to Comments	2	\$500	6	\$1,260					\$1,760
3b.9	Prepare/Submit Responses to Comments		\$0	12	\$2,520		\$840			\$3,360
3b.10	Prepare/Submit Admin Draft FEIR		\$0	12	\$2,520					\$2,520
3b.11	Mitigation Monitoring & Reporting Program (MMRP)		\$0	4	\$840					\$840
3b.12	Reviews Revisions & Screencheck Draft Final SEIR	2	\$500	12	\$2,520					\$3,020
3b.13	Produce & Publish Final SEIR		\$0	4	\$840				\$2,000	\$2,840
3b.14	Certification Hearing(s) and Notice of Determination		\$0	8	\$1,680		\$2,020			\$3,700
	Subtotal:	7	\$1,750	146	\$30,660	\$34,540	\$4,170	\$1,045	\$4,950	\$77,115
TASK 4: Coord. Meetings, Project Mgmt & Admin.										
4.1	Coordination & Meetings with City staff		\$0	8	\$1,680					\$1,680
4.2	Project Administration/QC-QA, Project Mgmt	4	\$1,000	20	\$4,200					\$5,200
	Misc. Expenses								\$257	\$257
	Subtotal:	4	\$1,000	28	\$5,880	\$0	\$0	\$0	\$257	\$7,137
TOTAL ESTIMATED COSTS - ADDENDUM		10	\$2,500	178	\$37,380	\$13,585	\$8,853	\$9,625	\$2,257	\$74,200
Contingency										\$7,400
PROPOSED BUDGET AS ADDENDUM										
										\$81,600
TOTAL ESTIMATED COSTS -SEIR										
		16	\$4,000	294	\$61,740	\$44,275	\$13,023	\$10,670	\$6,507	\$140,215
Contingency										\$14,000
PROPOSED BUDGET FOR SEIR										
										\$154,215

Professional hourly rate charges for Lamphier-Gregory and our subconsultants are as follows:

Lamphier-Gregory Hourly Rate Schedule

Scott Gregory, President	\$250/hour
Senior Planner	\$190 - \$210/hour
Environmental Planner	\$180/hour
Administrative Support Staff	\$ 90/hour

Cost and Payment Schedule:

Rates provided are valid through the end of 2019. New rates, based on reasonable cost-of-living increases may apply in 2020 and annually thereafter. Payment is due within 30 days of receipt of invoices. Reimbursable expenses and subconsultant costs are invoiced at cost plus 10%.

H. T. Harvey Hourly Rates

Steve Rottenborn, Ph. D., Principal	\$257/hour
Stephen Peterson, Senior Wildlife Ecologist	\$169/hour
GIS Analyst	\$118/hour
Technical Support	\$ 89/hour

W-Trans Hourly Rates

Mark Spencer, Principal	\$245/hour
Project Manager	\$145/hour
Project Engineer	\$110/hour
Admin	\$100/hour

Coffman Engineers Hourly Rates

Christopher Barnobi	\$192/hour
Edgar Olvera	\$150/hour

Resumes

Examples of Lamphier-Gregory EIRs

Attached thumb drive contains the following documents:

- Mountain View Cemetery Expansion Project - Draft & Final EIRs
- Cartan Field Upgrade Project - Draft EIR
- Turk Island Landfill Consolidation and Residential Subdivision Project Draft and Final EIRs

City of Piedmont
COUNCIL AGENDA REPORT

DATE: September 3, 2019
TO: Mayor and Council
FROM: Sara Lillevand, City Administrator
SUBJECT: Introduction of the City's New Web Site

RECOMMENDATION

No Council action is required, but visiting the new web site at piedmont.ca.gov is encouraged.

EXECUTIVE SUMMARY

On Wednesday, September 4th, the City of Piedmont's new web site will go live at piedmont.ca.gov. This new site is the result of almost two years of work by staff, residents, and outside consultants. The new site is mobile friendly, can be updated more easily, and is designed to incorporate future improvements, including credit card payments.

BACKGROUND

On June 27, 2017, the City of Piedmont issued a Request for Proposals for Web Site Redesign Services. The City received proposals from six firms interested in working on the project. The six proposals were reviewed and later that year, the Council let a contract to CivicLive for for development and hosting of a new web site for the City of Piedmont. CivicLive is a municipal web services firm, which has been in business for sixteen years and is currently used by more than 1,000 government institutions for web services.

The new web site utilizes a content management system designed to allow departments to update their own department pages in a simple, web based, "What You See is What You Get" (WYSIWYG) system, rather than relying upon a single source to update pages. Each page on the new web site conforms to a template to ensure a consistent look and feel throughout. The content management system allows for a custom work flow and publishing approval process, which ensures that changes are reviewed prior to publication.

Staff worked with residents Alder Yarrow and Heidi Reinfeld to develop the basic frame and look of the new web site. Subsequently, staff first worked in house to develop new content of the site. This process took longer than anticipated, and earlier this year, the City contracted with the firm of Civic Edge to speed the process of content development. At the request of staff, Civic Edge assigned Paisley Strellis and Kate Fratar, both former Piedmonters, to the project. Their

input on content and design were invaluable to coming to the product that is being presented today.

The introduction of this site also marks the City's move into the realm of social media. The footer of this site links to the City's Facebook, Twitter, and YouTube pages. The City's social media presence is still under development and more will be presented on this at a later Council meeting.

The new web site will not be static. Staff will make ongoing and continual updates and improvements to the site after it goes live, as each department will now be able to manage its own pages. Additionally, services will be added to the new web site on a periodic basis after the launch. Staff expect to add credit card payments for permits and other services, fillable forms and applications, mapping, and other additional services.

HISTORY

The City of Piedmont launched its original web site in the fall of 2000. The goal at that time was to provide contact information for city council and staff, to provide access to staff reports and minutes of the city council meetings, and to create a location to post current events happening in the city. The concept was that the site would be fairly static and use few staff resources.

In October 2007, the second City web site was developed and will be replaced by the web site being presented tonight. The goal of the 2007 web site was to provide additional information to the public, increase searching capabilities, and improve methods of communication. The vast majority of the pages are static and not easily updated.

Since the 2007 web site was implemented, technology has improved exponentially, with an increased focus on transparency in government and instant access to information. The way in which residents access the web has also changed dramatically, with many people relying on mobile technology to view and act on information, which is difficult using the 2007 web site. Residents and constituents wish to apply for services and/or permits, pay bills, or schedule inspections online, none of which are available on the 2007 web site.

The City's new web site will allow residents to find updated information about their city government quickly and will allow staff to nimbly present updated information in an ever changing communications landscape.

By: John O. Tulloch, Assistant City Administrator / City Clerk

City of Piedmont
COUNCIL AGENDA REPORT

DATE: September 16, 2019

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of an Agreement for Media Consulting with Cole Pro Media in the Amount of \$18,000

RECOMMENDATION

Approve the attached agreement for media consulting services with Cole Pro Media.

BACKGROUND

The City of Piedmont has been working to broaden the scope and increase the quality of its interactions with residents over the past several years. As you will recall, the City's new web site was introduced at the September 3, 2019 City Council meeting and went live the following day. In addition, the City has begun to use social media to communicate with residents. The Police Department uses Facebook, Nextdoor, and more recently Instagram, while the City has been using Nextdoor to convey information to residents in a format that is useful and informative.

When the Police Department took its first step into social media, the City contracted with the firm of Cole Pro Media to help strategize on the most effective and efficient way to disseminate information using various social media platforms. Cole Pro Media is a firm specializing in social media and crisis communications and has helped the Police Department develop solid content and healthy followings on multiple social media platforms. Cole Pro Media works exclusively with law enforcement agencies and municipalities to help them share transparent and community-focused information in a way that is easily accessible and understandable.

If the agreement is approved, Cole Pro Media will assist regularly with social media content creation, content management, and staff training as well as with crisis communications as necessary. Given their positive working relationship with the Police Department and results achieved to date, staff believes it is wise for the City to expand its work with Cole Pro Media for support in launching and managing a citywide social media presence.

While social media has been around for many years, this will be the City's first dive into the field and staff wants to do it right and provide positive experiences and interactions for residents.

The City Attorney has reviewed and approved the attached agreement as to form and legality.

By: John O. Tulloch, Assistant City Administrator / City Clerk



MEDIA SERVICES AGREEMENT

This Media Services Agreement (hereinafter, the “Agreement”) is made on the 1st day of September 2019 by Cole Pro Media, LLC (hereinafter, the “Media Consultant”) and the City of Piedmont (hereinafter, the “City”). The contract will remain in place until August 31st 2020. Each month the City will bill a fixed rate. Every month client will pay \$1500 for Media Consultant’s services. The cost of this contract will not exceed a cost of \$18,000.

ENGAGEMENT OF SERVICES

City hereby engages Media Consultant to act as the City’s advisor for reviewing news releases and making changes, unlimited phone calls dealing with crisis communication issues, and unlimited help on working with the mainstream media, excluding such work as it relates to the City’s police department. Media Consultant will also provide social media support, including what’s working, what’s not working, creating relevant content, how to respond to comments, and using the platform to tell your own news stories. This service provides client with unlimited monthly calls and emails about social media content, including help writing content, coming up with content, approving content if someone needs it, and answering any and all questions about progress throughout the month. Every other month, Media Consultant will also hold a two-hour on-site communication strategy session. Session will be held on the same day the police department has their strategy session.

RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Agreement. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Media Consultant. Media Consultant is not to be considered an agent or employee of City for any purpose, and neither Media Consultant nor any employees of Media Consultant are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Media Consultant exclusively. It is further understood that Media Consultant is free to contract for similar services to be performed for other cities, persons or entities during the term of the Agreement. Media Consultant shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Media Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Media Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Media Consultant or by any individual or entity for whom Media Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Media Consultant. Neither termination of this Agreement nor completion of the services shall release Media Consultant from its obligations under this section, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion. This provision shall survive the termination of the Agreement.

INSURANCE

The following minimum levels of insurance coverage shall be provided during the term of this Agreement. Prior to the execution of the Agreement, Media Consultant shall provide proof of insurance required. Media Consultant shall provide City thirty (30) days prior written notice of termination or material change in coverage and ten (10) days prior written notice of cancellation for non-payment.

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds. Media Consultant shall provide City with an additional insured certificate for each such insurance coverage.

- | | |
|---|-------------------------------|
| A. Professional Liability Insurance | \$2,000,000 |
| B. Worker’s Compensation Insurance | Statutory Limits |
| C. Automobile Insurance | \$1,000,000 |
| D. Commercial General Liability Insurance | \$2,000,000 |
| | (single limit per occurrence) |

Media Consultant shall notify City within one (1) business day after it has been served or notified of any claim or legal action that in any way involves Media Consultant, and the City of Piedmont, even if the City is not named in the claim or as a defendant in any legal action, if such notification comes to Media Consultant from any source other than the City. Media Consultant shall also promptly provide City, within the same time period set forth in the prior sentence, with copies of any document or information it has regarding such claim or legal action.

CLIENT GOALS AND OBLIGATIONS

City shall articulate their needs when it comes to media questions, crisis communications and social media training and support. City will respond to Media Consultant’s questions through email or telephone.

MEDIA CONSULTANT'S RESPONSIBILITIES

At the request of City, Media Consultant shall counsel, advise, and guide City in matters of media questions, crisis communications and social media messaging.

MEDIA CONSULTANT'S COMPENSATION AND WORK EXPECTATIONS

As compensation for Media Consultant's services, City agrees to pay a fixed rate of \$1500 a month. The contract will remain in effect until August 31st 2020 and not exceed a total of \$18,000. If City would like Media Consultant to work outside of this scope of work it will be charged at a rate of \$325 per hour. Notwithstanding the foregoing, work related to the City's police department shall be billed in accordance with the terms of the Media Services Agreement dated May 13, 2019 and Video Services Agreement dated May 13, 2019 City will pay Media Consultant within 30 days of invoice after work is completed. Payment shall be sent to 3069 Alamo Drive #122, Vacaville, CA, 95687 and made payable to Cole Pro Media.

CLIENT EXPENSES

Media Consultant shall not incur any outside expenses on behalf of City, such as the costs of legal and accounting fees, unless such expenses have been specifically authorized by City in writing in advance. If City approves any outside expense then City shall reimburse Media Consultant for such.

TERM

The Term of this Agreement shall commence on the date set forth above. Either party has the right to terminate this Agreement at anytime, but must provide it in writing.

GOVERNING LAW

This Agreement shall be construed and enforced according to the laws of the State of California.

SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.

NOTICES

All notices, demands or requests which are required or permitted to be given pursuant to this Agreement shall be in writing. Notices shall be delivered personally, by commercial carrier, or by registered or certified mail, postage prepaid, addressed to a party listed in this Agreement. Either Party may change her/its address for Notices by notice pursuant to this section.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings regarding the subject matter hereof. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both the Parties hereto.

ASSIGNABILITY

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

MISCELLANEOUS

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

MODIFICATION

Any modification of this Agreement will be effective only if it is in writing signed by all parties to this Agreement.

TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

EQUAL OPPORTUNITY

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

COMPLIANCE WITH LAWS

Media Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Media Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Media Consultant to practice its profession.

OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Media Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Media Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Media Consultant or to any other party. Media Consultant shall, at Media Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Media Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

LICENSES

Media Consultant represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Media Consultant, if any, to practice its profession. Media Consultant represents and warrants to City that Media Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Media Consultant to practice its profession.

WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Media Consultant and City have executed this Agreement as of the day and year first written above.

“Media Consultant”

Cole Pro Media, LLC

By _____ Date
Laura Cole
President
3069 Alamo Dr. #122
Vacaville, CA 95687

“City”

City of Piedmont

By _____ Date
Sara Lillevand, City Administrator

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney