

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Community Development Director via City Manager

SUBJECT: **Consultant Agreement to Prepare the Baylands Final Environmental Impact Report**

DATE: Meeting of March 17, 2014

City Council Goals:

To provide for effective and efficient delivery of City services (Goal#1).

Purpose:

To approve a consultant agreement to prepare the Baylands Final Environmental Impact Report (Final EIR).

Recommendation:

The City Council authorize the Mayor to execute the attached consultant agreement with Metis Environmental Group and ESA Associates Inc. to prepare the Baylands Final EIR.

Background:

The Baylands Draft EIR was prepared by ESA Associates Inc. under contract to the City, with EIR preparation costs funded by the property owners (primarily UPC with some costs attributed to Recology). The contract and related budget only addressed preparation of the Draft EIR and related consultant services through the close of the draft EIR comment period. The contract did not include Final EIR preparation inasmuch as it was not feasible to reasonably project the scope and budget needed to respond to comments on the draft EIR before such comments were received.

Discussion:

A new consultant agreement is proposed for preparation of the Final EIR. It was originally envisioned that the previous EIR contract with ESA would be extended to include preparation of the Final EIR. However, subsequent to the close of the Baylands Draft EIR comment period, the Baylands Draft EIR management team at ESA (Principal

in Charge Patricia Berryhill and Project Manager Lloyd Zola)) left ESA and formed their own firm (Metis Environmental Group).

To allow for staffing continuity and efficient preparation of the Final EIR, it is proposed that the City contract with both Metis and ESA for preparation of the Final EIR. As described in the scope of work included with the attached consultant agreement, Metis will be responsible for overall document production, project management and public hearing presentations and support. ESA will provide required technical analysis and support required for completion of the Final EIR.

Fiscal Impact:

There will be no fiscal impact to the City as a result of the requested contract modification. The property owners (UPC and Recology) are responsible for the cost of Final EIR preparation. The total proposed budget is \$771,030.

Measures of Success:

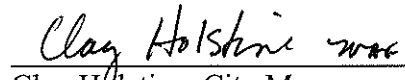
Completion of the Final EIR within the budget set forth in the attached consultant agreement.

Attachments:

Consultant Agreement for Baylands Final EIR Preparation



John Swiecki, Community Development Director


Clay Holstine, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated March 17, 2014 _____ is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and Metis Environmental Group and Environmental Science Associates ("Consultants").

RECITALS

A. City desires to retain Consultants to prepare the final environmental impact report for the Brisbane Baylands.

B. Consultants represents that Consultants are specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultants shall perform the services described in the scope of work included described in Exhibit A attached hereto and incorporated herein by reference or as may be amended.

2. **Time of Performance.** The services of Consultants shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A attached hereto and incorporated herein by reference.

3. **Responsible Personnel.** The personnel acting on behalf of Consultants primarily responsible for performance of the services hereunder shall be as set forth in Exhibit B.

4. **Compensation.** As compensation for all services to be performed by Consultants under this Agreement, Consultants shall be paid the amounts set forth in **Exhibit A** attached hereto and incorporated herein by reference. In no event shall Consultants' total compensation exceed the sum of **\$771,030.00** without additional authorization from City. Allocation of payments between the City and Consultants shall be as set forth in Exhibit A, and the total compensation is for all work performed by both Consultants. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultants shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultants. City shall pay Consultants no later than 30 days after approval of the invoice by City.

6. **Maintenance and Inspection of Records.** Consultants shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultants under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultants acknowledge that Consultants' special skill and expertise is a material consideration for City entering into this Agreement. Consultants shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultants in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultants for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultants or to any other party. Consultants shall, at Consultants' expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultants are, and at all times shall remain, independent contractors, and not agents, officers or employees of City. As such independent contractors, neither Consultants nor any of their agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultants shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultants represent and warrants to City that they have all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultants to practice its profession. Consultants shall, at their sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultants shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Employment Eligibility.** At the request of City, (Contractor/Consultants) shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Consultants are eligible to be employed in the United States. In the event Consultants are unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate

removal from the project of such workers as specified by City, and upon any failure by Consultants to do so, City shall be entitled to terminate this Agreement.

13. **Indemnity.** Consultants shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the performance by Consultants of their services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultants.

14. **Insurance.** Consultants, at their own expense, shall procure and maintain, for the duration of this Agreement, insurance policies, which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultants shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultants shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultants shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultants may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultants, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultants for City.
- (4) *Professional Liability Coverage.* Consultants shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions

which may be committed by Consultants in the performance of its services under this Agreement.

- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
 - (1) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultants; products and completed operations of Consultants; premises owned, occupied or used by Consultants; or automobiles owned, leased, hired or borrowed by Consultants. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Consultants' insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultants' insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) Consultants' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultants' insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultants shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultants shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultants. At the request of City, Consultants shall provide complete, certified copies of all required insurance

policies, including endorsements affecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City
City of Brisbane
50 Park Lane
Brisbane, CA 94005
Attn.: City Manager

To Consultant
Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 94107
Attn.: Jeff Caton, Sustainable Communities
Director

Metis Environmental Group
437 Alcatraz Ave
Oakland CA 94609
Attn: Patricia Berryhill, Principal

16. **Litigation Expenses and Attorneys' Fees.** If any party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by any party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultants, Consultants shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultants warrant that they are Equal Opportunity Employers and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which

shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultants.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

METIS:

Patricia Berryhill, Principal

ESA:

Gary Oates, President

Brisbane Baylands Final EIR

Scope of Work

Pursuant to the provisions of CEQA, Metis Environmental Group, LLC (Metis) and Environmental Science Associates, Inc. (ESA) will prepare the Final EIR for the Brisbane Baylands, State Clearinghouse Number SCH #2006022136, including:

- An introduction describing CEQA requirements and the project's environmental review process;
- Enumerated comments from all comment letters received by the City on the Draft EIR, along with enumerated comments from speakers at public meetings held by the City to receive comments on the Draft EIR;
- Responses to all comments on the Draft EIR presented in writing or during public meetings to receive EIR comments;
- A listing of revisions to the Draft EIR; and
- Incorporation of any required revision to EIR text into the Draft EIR in an underline – strikeout format.

In addition to the Final EIR, the following scope of work provides for project management, meetings, preparation of needed CEQA findings, and assistance with CEQA procedural matters.

Metis will be responsible for management of the Final EIR and all aspects of this scope of work. ESA will be responsible for responding to comments in relation to air quality, greenhouse gas emissions, cultural resources, geology, hydrology, wind, and water supply issues, as well as for assisting Metis in production of the Final EIR. Responses to traffic- and transportation-related comments will be prepared by Fehr & Peers under contract to Metis. ESA will be assisted by the firms of KB Environmental for updating the health risk assessment and Rosen Goldberg Der & Lewitz, Inc. for specialized assistance in addressing noise comments. KB Environmental previously prepared the health risk assessment for the Draft EIR.

A scope of work for responding to comments related to hazardous materials will be submitted separately from this scope of work. Metis will be responsible for responses to comments for all other issues, as well as for preparation of the Final EIR, Mitigation Monitoring and Report Plan, and CEQA findings.

Task 1: Prepare Administrative and Final Response to Comment Documents

1.1 Administrative Response to Comments

As part of the public review period for the Brisbane Baylands Draft EIR, a total of 57 comment letters were received, encompassing 2,204 comments. In addition, a total of 79 comments were received from 7 speakers at the October public meetings to receive EIR comments.

All of these comments will be reviewed and enumerated. In addition, to expedite responding to this large volume of comments, a list of “master responses” will be prepared to facilitate responding to similar comments contained in multiple comment letters. Written responses to each of these comments will be prepared, including “master responses,” along with necessary changes to the Draft EIR to create an Administrative Response to Comments document. The Administrative Response to Comments document will include:

- An introduction identifying commenting agencies, organizations, and members of the public;
- Enumerated comment letters and transcripts of comments on the Draft EIR received at October public meetings; and
- Responses to all comments on substantive environmental issues presented in the Draft EIR.

Responses to comments related to Brisbane Baylands impacts will involve explanation, clarification, or amplification of the contents of the Draft EIR; needed revisions to the Draft EIR; and, where appropriate, discussion of the implications of issues raised in comments and responses on the project’s planning review. Pursuant to CEQA Guidelines Section 15088 (a), written responses to all “comments on environmental issues received from persons who reviewed the draft EIR” will be prepared. Comments received during the public review period that do not address environmental issues will be acknowledged along with an explanation as to why a detailed response is not being provided. In addition to preparation of responses to all comments received on the Draft EIR, the following analyses will be undertaken to substantiate the information presented in those responses.

- Update calculations of air pollutant and GHG emissions using the most updated CalEEMod model, including analysis of “total” annual GHG emissions in addition to annual per capita emissions for each development scenario.
- Update health risk assessment calculations based on updated CalEEMod model runs.
- Verify noise modeling methodology in relation to the potential “amphitheater affect” of Brisbane’s topography.
- Evaluate the potential effects on transit usage related to proposed locations for the Caltrain station.
- Undertake onsite field reconnaissance, analysis, and a records research in relation to comments regarding onsite biological resources.
- Undertake additional field reconnaissance to review Draft EIR conclusions regarding the historical significance of the Lazzarri building and whether the area surrounding the roundhouse would qualify as a “historic landscape.”

Responsibilities:

Metis

- Identify “master responses” to be provided as part of responses to DEIR comments, and ensure completion of all master responses.
- Prepare responses to comments.

- Review all proposed responses to comments prior to submittal to the City to ensure the internal consistency of proposed responses to comments.
- Produce a Response to Comments document, identifying all parties providing comments on the Draft EIR, enumeration of and responses to all comments received on the Draft EIR including “master responses.”

ESA

- Prepare responses to comments.
- Preparation of graphics and revisions to graphics in response to comments on the DEIR.
- Production/printing of response to comments document.

1.2 Final Response to Comments

Following City review of the Administrative Response to Comments, revisions to the responses to comments will be completed.

Responsibilities:

Metis

- Revise responses to comments per the City’s review of proposed responses.
- Review all revised responses to comments prior to submittal to the City to ensure the internal consistency of proposed responses to comments.
- Produce a “final” Response to Comments document to be incorporated into the Final EIR.

ESA

- Revise responses to comments and graphics per the City’s review of proposed responses.

Task 2: Mitigation Monitoring and Reporting Plan (MMRP)

A draft MMRP will be prepared for City review and comment in accordance with Section 15063 of the *CEQA Guidelines*. The MMRP will be prepared in an agreed-upon format and will consist of all mitigation measures set forth in the EIR, as well as project features that serve to reduce or avoid significant impacts. For each such measure, the MMRP will identify:

- Timing/frequency of the mitigating action;
- The specific party with responsibility for ensuring implementation of the mitigation measure;
- Delineation of responsibility for mitigation monitoring;
- Verification of compliance.

The draft MMRP will be submitted to the City for review. Following receipt of comments, the MMRP will be revised for publication. If requested, the MMRP will be bound with the final Response to Comments document.

Responsibilities:

ESA

- Prepare MMRP for City review.

Metis

- Provide senior-level review and revisions to the proposed MMRP prior to its submittal to the City.
- Revised the MMRP per City comments.

Task 3: Final Environmental Impact Report

3.1 Administrative Final EIR

The revised responses to comments will be incorporated into an Administrative Final EIR and provided to the City for review. The Administrative Final EIR will include:

- An introduction describing CEQA requirements and the project's environmental review process;
- Enumerated comment letters received by the City on the Draft EIR, along with enumerated comments from speakers at public meetings held by the City to receive comments on the Draft EIR along with responses to each of those comments (Completed in Task 1); and
- A listing of revisions to the Draft EIR.

Responsibilities:

Metis

- Compile revised response to comments along with an introduction and summary of all revisions to the Draft EIR into an administrative Final EIR for City Review.

ESA

- Word processing and graphics for the administrative Final EIR document.
- Production/printing of the administrative Final EIR.

3.2 Final EIR

Based on City comments, the Administrative Final EIR will be revised and readied for use in Planning Commission and City Council hearings.

Responsibilities:

Metis

- Revise the administrative Final EIR per City comments.

ESA

- Word processing and graphics.
- Production/printing.

3.3 Certified Final EIR

Following City Council action on the Final EIR, the Final EIR will be revised to reflect any revisions incorporated by the City Council in its certification of the Final EIR.

Responsibilities:

Metis

- Revise the Final EIR to reflect the City Council's final actions.

ESA

- Word processing and graphics.
- Production/printing.

Task 4: Findings of Fact and Statement of Overriding Considerations

To assist the Planning Commission and City Council in their review of the Baylands project and its Final EIR, written Findings of Fact will be prepared pursuant to section 15091 of the State CEQA Guidelines. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

If needed to support a City Council action to approve all or a portion of the proposed project or an alternative to the project, a Statement of Overriding Considerations will be prepared consistent with the requirements of section 15093 of the State CEQA Guidelines. The Statement of Overriding Considerations would describe the reasons for such approval despite the occurrence of significant and unavoidable impacts. Should a Statement of Overriding Considerations be needed, it is anticipated that it would identify a range of economic, employment, and social considerations. Since CEQA requires that the Statement of Overriding Considerations be based on substantial evidence, it is assumed that the basis for the Statement of Overriding Considerations would be found in financial, fiscal, and other economic studies undertaken by the City.

The Findings of Fact and the Statement of Overriding Considerations will be drafted as companions to other "decision" documents developed for the project approval process, such as the City Staff Report, draft resolutions, and similar documents.

A draft version of the Findings and Statement of Overriding Considerations will be prepared review by the City. Based on City comments, these documents would be finalized.

Responsibilities:

Metis

- Preparation of findings of fact for City review and subsequent revisions per City comments and Planning Commission/City Council actions.

ESA

- Word processing and graphics.
- Production/printing.

Task 5: CEQA/Planning Coordination

At the request of the City, the consultant will provide assistance in addressing various CEQA, planning, or process issues.

Responsibilities:

Metis

- Attend client meetings and provide written analyses as requested to assist in coordination between EIR and planning review processes.

ESA

- Word processing and graphics to support written analyses requested by City.

Task 6: Assemble the Administrative Record

To assist the City in assembling the administrative record for the Brisbane Baylands, a Final EIR binder will be assembled, which will include the following:

- Draft EIR, as modified by the Final EIR, including all appendices;
- Final EIR, which includes the comments received, responses to comments, changes to the Draft EIR and information added to the Draft EIR by the City as Lead Agency;
- City Council Resolution Certifying the EIR and adopting the Mitigation Monitoring Program for the project;
- CEQA Findings of Fact and Statement of Overriding Considerations for the project (if adopted);
- Mitigation Monitoring and Reporting Program (MMRP); and
- Any additional materials, such as Errata, requested by the City.

Responsibilities:

Metis

- Management assembly of the consultant's portion of the administrative record, ensuring its completeness and accuracy.

ESA

- Compilation of the consultant's portion of the administrative record.
- Production/printing.

Task 7: Project Management, Meetings and Public Hearings

The project budget provides for a total of 12 meetings with City staff through the preparation of the Final EIR and public hearings, along with a weekly telephone conference. Attendance of two consultant team staff members at meetings and telephone conferences is anticipated.

In addition, two consultant team staff members will attend up to 15 workshops and public hearings related to consideration of certification of the EIR and review the project itself. To assist City staff, consultant team members will be available to any make needed CEQA/EIR

presentations, including preparation of PowerPoint presentations and answering questions during workshops and hearings related to the contents and analysis of the EIR.

This scope of work provides for preparation of a Notice of Determination (NOD) to be filed by City staff with the State Clearinghouse and the San Mateo County Clerk. The City will be responsible for paying DFG fees associated with filing of the NOD.

Responsibilities:

Metis

- Attendance at City meetings, weekly telephone conference, and public hearings as requested by the City
- Prepare Notice of Determination for filing by the City.

ESA

- Attendance of 1-2 technical staff members at up to 12 staff meetings, weekly telephone conferences, or public hearings.

Project Costs

Task 1, Administrative and Final Response to Comment Documents	\$ 352,800
Subconsultants	\$ 88,630
Task 2, Mitigation Monitoring and Reporting Plan	\$ 8,040
Task 3, Final EIR	\$ 15,460
Task 4, CEQA Findings	\$ 15,020
Task 5, CEQA/Planning Assistance	\$ 150,000
Task 6, Assemble the Administrative Record	\$ 8,260
Task 7, Management, Meetings, and Hearings	\$ 103,340
LABOR TOTAL	\$ 741,570
REIMBURSABLE EXPENSES	\$ 29,480
FEIR TOTAL	\$ 771,030

Project Schedule

Based on contract approval on March 17, the Final EIR will be completed as follows.

- Review and Organize Comments: March 21, 2015
- Draft Responses to Comments: June 14, 2015
- Revisions to Responses to Comments: Four weeks after receipt of City review
- Draft and revised MMRP: Concurrent with Response to Comments
- Administrative Final EIR: Four weeks after completion of Response to Comments
- Final EIR: Three weeks after receipt of City review
- Proposed CEQA Findings: Three weeks before the start of public hearings
- Revised CEQA Findings: One week after receipt of City review

Project Cost Detail

	TOTAL		METIS		ESA	
	Hours	Cost	Hours	Cost	Hours	Cost
Task 1: Response to Comments						
Review and Organize Comments	196	46,700	20	4,200	176	42,500
Draft Responses to Comments	1,392	246,940	480	100,800	912	146,140
Revise Responses Per City Review	340	59,160	100	21,000	240	38,160
Task 2: Mitigation Monitoring and Reporting Program						
Prepare Draft MMRP	32	5,920	24	5,040	8	880
Revise MMRP per City Review	12	2,120	8	1,680	4	440
Task 3: Final EIR						
Proposed Final EIR	56	7,920	20	4,200	36	3,720
Revise Final EIR per City Review	32	4,600	12	2,520	20	2,080
Certified Final EIR	20	2,940	8	1,680	12	1,260
Task 4: CEQA Findings						
Draft Findings for Planning Commission	56	9,120	32	6,720	24	2,400
Revise Findings for Planning Commission	16	2,500	8	1,680	8	820
Draft Findings for City Council	12	2,120	8	1,680	4	440
Revise Findings for City Council	8	1,280	4	840	4	440
Task 5: CEQA/Planning Assistance	N/A	\$150,000	N/A	N/A	N/A	N/A
Task 6: Assemble Administrative Record	76	8,260	8	1,680	68	6,580
Task 7: Project Management, Meetings, Public Hearings	536	103,340	352	73,920	184	29,420
Labor Total	2,784	\$652,920	1,084	\$227,640	1,700	\$275,280
Subconsultants		\$88,630		\$81,850		\$6,780
Reimbursable Costs		\$29,480		\$20,075		\$9,405
Final EIR Total		\$771,030		\$329,565		\$291,735

N/A – Costs to be allocated to specific tasks subject to approval by City.

Baylands Final EIR Preparation Staff

Metis Environmental Group

- **Lloyd Zola:** Responses to Comments (other than technical issues), preparation and delivery of FEIR and findings.
- **Patricia Berryhill:** Responses to Comments (biological resources), Project Manager for FEIR preparation.
- **Subconsultants:**
 - **Fehr & Peers (Steve Crosley, Matthew Ridgeway):** Responses to Comments (traffic and transportation)
 - **Natalie Macris:** Technical Editor

Environmental Science Associates

- **Chuck Bennett:** Responses to Comments (windsurfing issues)
- **Brad Brewster, Heidi Koenig:** Responses to Comments (cultural resources)
- **Jeff Caton:** Responses to Comments (sustainability issues)
- **Karen Lancelle:** Responses to Comments (document references), Project Coordinator
- **Leslie Moulton, Eric Cooke:** Responses to Comments (water supply)
- **Chris Sanchez:** Responses to Comments (air quality, greenhouse gas emissions, noise)
- **Eric Schniewind:** Responses to Comments (geology/hydrology)
- **Subconsultants:**
 - **KB Environmental (Mike Ratte):** (update health risk assessment)
 - **Rosen Goldberg Der & Lewitz, Inc. (Alan Rosen):** (specialized assistance in addressing noise comments.