



CITY COUNCIL AGENDA REPORT

Meeting Date: November 18, 2021

From: John Swiecki, Community Development Director

Subject: Guadalupe Quarry Redevelopment Environmental Impact Report Consultant Selection

Community Goal/Result

Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Economic Development - Brisbane will work with the businesses and residents to provide for economic vitality/diversity

Purpose

To retain the consultant services of Panorama Environmental, Inc. to prepare an Environmental Impact Report ("EIR") for the proposed redevelopment of the Guadalupe Quarry.

Recommendation

That the City Council authorize the City Manager to execute a professional services agreement with Panorama Environmental, Inc. to prepare an EIR for the proposed redevelopment of the Guadalupe Quarry.

Background

In July 2021, Orchard Partners, LLC (the "applicant") submitted a General Plan amendment and rezoning application to the City to facilitate annexation and redevelopment of approximately 50 acres of the 144-acre Guadalupe Quarry property ("project site") with trade commercial uses (logistics, warehousing, distribution) as an extension of Crocker Industrial Park (the "project"). The applicant proposes that the remaining approximately 94 acres of the quarry property would remain within the unincorporated limits of San Mateo County and be offered for dedication as permanent open space to San Mateo County Parks. In addition to the necessary applications to be processed by the City, the project will also require annexation approval by the San Mateo County LAFCo, mine closure/reclamation plan amendment approval by San Mateo County and the State Division of Mine Reclamation, and appropriate approvals under the San Bruno Mountain Habitat Conservation Plan and Section 10(a) Incidental Take Permit by the US Fish and Wildlife Service. Other approvals will likely be required by the California Department of Fish and Wildlife, the Regional Water Quality Control Board, and US Army Corps of Engineers. On June 3, 2021, the City Council approved a reimbursement agreement with Orchard Partners, LLC, to allow the City to recover the costs associated with processing

applications for redevelopment of the quarry property, and Orchard Partners also provided an informational presentation on the proposed project to the City Council on July 15, 2021.

The General Plan Amendment and Pre-Zoning applications, and any other subsequent discretionary applications that may be submitted by the applicant, are a project under the California Environmental Quality Act (CEQA), and the City has determined that an EIR is required.

Discussion

On July 30, 2021, the City issued a Request for Proposals (RFP) to five qualified consultant firms to prepare the EIR. Five proposals were received on September 17, 2021, and all firms were interviewed by an interview panel comprised of the City Manager, Community Development Director, key staff and outside counsel on October 12 and October 13, 2021. The interview panel unanimously recommended that the City retain Panorama Environmental, Inc. for preparation of the Quarry Redevelopment EIR due to the consultant team's strong project management approach, key experience in the project area, and technical expertise.

The draft professional services agreement including scope of work, budget, staffing, and schedule is attached for reference. This agreement is still in the process of being finalized, but no substantive changes are anticipated. It is recommended that the City Manager be authorized to execute the final professional services agreement.

Fiscal Impact

The cost of EIR preparation (not to exceed \$468,266.20, including an \$18,000 contingency fund) will be funded by the Applicant through a reimbursement agreement which was approved by the City Council and executed on June 8, 2021.

Measure of Success

The execution of a professional services agreement in a timely manner allowing EIR preparation to commence.

Attachments

1. Draft Professional Services Agreement



John Swiecki, Community Development Director



Clay Holstine, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and PANORAMA ENVIRONMENTAL, INC., a S-Corporation ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional environmental impact report preparation services for the Guadalupe Quarry Redevelopment Project ("the Project").

B. Consultant represents that Consultant is 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, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

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

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as described in Exhibit C. Changes to staffing are allowed, but must be approved by the City in advance.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit C attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$468,266.20 without additional authorization from City. 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.** Consultant 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 Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

6. **Maintenance and Inspection of Records.** Consultant 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 Consultant 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.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant 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 Consultant 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 Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its 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. Consultant 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.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its 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.** Consultant 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. **Indemnity.** Consultant 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 Consultant of its 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 Consultant.

13. **Insurance.** Consultant, at its 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.* Consultant 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.* Consultant 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.* Consultant 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, Consultant 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 Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) *Professional Liability Coverage.* Consultant 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 Consultant 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 insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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, Consultant's 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 Consultant's 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) Consultant's 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) Consultant's 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, Consultant 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. Consultant 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 Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

14. **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
 Attn.: John Swiecki
 50 Park Lane
 Brisbane, CA 94005

To Consultant

Panorama Environmental, Inc.
 Attn: Angie Alexander
 717 Market Street, Suite 400
 San Francisco, CA 94103

15. **Litigation Expenses and Attorneys' Fees.** If either 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.

16. **Termination of Agreement.** This Agreement may be terminated by either 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 Consultant, Consultant shall be compensated for all services performed to the date of termination.

17. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

18. **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 Consultant.
- (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

CONSULTANT:

EXHIBIT A
Description of Services

Section 1. Project Team

Panorama Environmental, Inc. (Panorama) will serve as the prime contractor and will be responsible for the overall management of the project. In addition to project management tasks, Panorama will be lead development of the Project Description and perform the Environmental Impact Report (EIR) scoping tasks. Panorama will also complete the resource analyses and prepare related sections of the California Environmental Quality Act (CEQA) document for the following resource topics: Aesthetics and Visual Impacts, Land Use, Public Services, Utilities (with the exception of the Water Supply Assessment [WSA]), Recreation, Wildfire, Agriculture and Forestry, Population and Housing, Cumulative Impacts, and Alternatives Analysis.

For the remaining CEQA resource analyses, Panorama has teamed with the following subconsultant firms to conduct the following technical analyses:

- **Baseline Environmental Consulting (Baseline)**, who will provide Quality Assurance/Quality Control (QA/QC) and technical advisory support and will also complete the resource analyses and prepare related sections of the CEQA document for the following resource topics: Geology, Soils, and Seismicity; Hazards and Hazardous Materials; Hydrology and Water Quality; Air quality; Noise and Vibration; Greenhouse Gases; and Energy.
- **Coast Ridge Ecology (CRE)**, who will provide biological resource services for the project, including performing a peer review of existing biological resource studies and conduct a jurisdictional wetland delineation, if needed and requested under the contingency task described in Section 2.
- **PaleoWest**, who will conduct the historic, archaeological, and tribal cultural resources analysis, and may provide Assembly Bill (AB) 52 and Senate Bill (SB) 18 Native American consultation support to the City of Brisbane (the City), if needed and requested under the contingency task described in Section 2.
- **Fehr & Peers**, who is currently preparing the transportation study for the redevelopment at the existing Guadalupe Quarry and will lead preparation of the transportation and traffic impact analysis in the EIR.
- **EKI Environment & Water (EKI)**, who will conduct the WSA consistent with other WSAs prepared in coordination with City of Brisbane staff on other complex projects.

Panorama and its subconsultants will execute the scope of work described in Section 2.

Project Management Team

Panorama's proposed project leadership team includes:

- Panorama Project Manager, Angie Alexander, who has overseen the preparation of dozens of CEQA compliance documents over her 20-year career in environmental planning. As Project Manager, Angie will be the primary point of contact for the team and will oversee the execution, budget, and schedule for the scope of work provided herein.
- Panorama Deputy Project Manager, Whitney Broeking, who has 10 years of experience in environmental planning with an emphasis on infill redevelopment projects in the Bay Area. Whitney will direct the internal staff in accordance with direction from the Project
- Baseline Senior QA/QC Lead and Strategic Advisor, Judith Malamut, who managed the EIR for the One Quarry Road Project. In this capacity, Judith will assist with development and implementation of the project's CEQA strategy and provide QA/QC review of CEQA deliverables.

Section 2. Work Program

Project Understanding and Approach

Project Understanding

Panorama understands that Orchard Partners, LLC (the applicant) proposes to close Guadalupe Quarry, which is an approximately 144-acre active hardrock quarry, to redevelop 50 acres of the site as a logistics center (an extension of the Crocker Industrial Park located immediately northeast of the quarry) with the remaining 94 acres dedicated as open space. The project site, which is located in unincorporated San Mateo County within the City of Brisbane's Sphere of Influence, is currently designated as Heavy Industrial and Open Space land uses and has a zoning classification of Heavy Industrial (M-2). The project would annex the project site into the City of Brisbane's city limits and would change the existing Heavy Industrial land use designation to Trade Commercial and keep the Open Space land use designation unchanged. In accordance with the modifications to the land use designations, the proposed developed portion of the project site would be pre-zoned as Crocker Logistics Trade Commercial, with the remaining area pre-zoned as Open Space.

To annex the project site in accordance with General Plan policies, the applicant plans to submit applications to the San Mateo County Local Agency Formation Commission (LAFCo), as well as obtain approvals and permits from the County of San Mateo and State Division of Mine Reclamation for the mine closure. Given the sensitive resources present in and surrounding the project site, including the sensitive species and habitats in the adjacent San Bruno Mountain State and County Park, the project is also expected to require approvals or authorizations from various federal and state agencies, including the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and San Francisco Regional Water Quality Control Board.

Although the quarry currently continues its operations under a surface mining permit and oversight by the County, an Interim Management Plan was approved by the County in 2020 because production decreased sufficiently to meet the definition of "idle" under the California Surface Mining and Reclamation Act (SMARA).

Site History

In 2001, SummerHill Homes proposed the One Quarry Road Residential Project (One Quarry Road Project), which would convert the project site to a residential subdivision with single-family and condominium lots, a community facility, public park, and open space. Residents largely opposed the project because of its size and potential for environmental impacts, particularly given the project's location adjacent to the sensitive species and habitats within San

Bruno Mountain State and County Park. Amid the controversy, SummerHill Homes suspended the project. The owner of the site, California Rock and Asphalt, Inc., later reinitiated review of the project by proceeding as the proponent for the certification of the project's Environmental Impact Report (EIR), though the One Quarry Road Project was never built. In 2013, the site owner submitted a reclamation plan amendment to the County, to allow for the development of commercial development pads; however, the application was suspended at the discretion of the owner.

Scope of Work

Task 1. Project Familiarization and Start-up

Work Plan Refinement

DELIVERABLES: Refined Work Plan, meeting agendas and notes

Under this task, the Panorama and Brisbane project management team, comprised of Project Manager, Angie Alexander, Deputy Project Manager, Whitney Broeking, and Senior QA/QC Lead and Strategic Advisor, Judith Malamut, will meet with City of Brisbane staff to review the preliminary scope of work and relevant regulatory requirements applicable to the project. The goal of the meeting will be to confirm whether the Work Plan is sufficiently comprehensive, as well as discuss any needed refinements, existing data, communication protocols, timelines, and key concerns and strategies to ensure an effective approach. Due to ongoing COVID-related restrictions, Panorama assumes that the meeting to review the Work Plan will be conducted via a teleconferencing platform and will be up to 1.5 hours in length.

Site Visit

Following the Work Plan review meeting, the Project Manager and Deputy Project Manager (at a minimum) will participate in a field visit to the project site to review and photo-document site conditions and gain a better understanding of project plans and environmental constraints and potential concerns.

Additional project staff from our technical team will also participate in the site visit, as needed. Panorama assumes the site visit will be up to 3 hours in length (not including travel time) with participants socially distanced and masked.

Project Management Start-Up Activities

Upon receiving the Notice to Proceed, Panorama's project management team will execute subcontracting agreements/task orders and communicate invoicing expectations with our teaming partners under this task. Panorama will also establish clear communication protocols and procedures with the City of Brisbane, the project applicant, and our internal and subconsultant team. All other project management tasks following project kickoff are included under Task 14.

Task 2. EIR Scoping

Defining the Project

Panorama’s approach to the project definition phase is to work collaboratively with City staff and applicant to further refine the Project Description prior to completing the technical studies and EIR analysis. Panorama will work closely with Judith Malamut on an as-needed basis to suggest potential refinements to the project. Key considerations in refinement of the project include:

1. Addressing applicable comments provided by the public and agencies on the 2001 Draft EIR for the One Quarry Road Project
2. Ensuring the project does not conflict with regulatory requirements so that the City and applicant can obtain future regulatory permits and approvals for project implementation

Project Description

DELIVERABLES: Draft and Revised Draft Project Description (MS Word), Requests for Information (up to two), Notice of Preparation (MS Word), and mailing distribution list (MS Excel/Google Sheet), Scoping Meeting Summary (MS Word/PDF)

Panorama will review the preliminary Project Description, design details, and reports provided by the applicant to inform the Project Description for the EIR. Our team will then prepare a Project Description outline, in coordination with the City. The Project Description will meet CEQA requirements and include the standard information required by CEQA

Guidelines §15124 including: a brief history of the project; a description of the environmental setting (the baseline for the environmental analysis); a site location map; project goals and objectives; detailed text, maps, and graphics of each component of the project; construction methods and schedule; and long-term management and operation. The Project Description will also include a list of responsible and/or trustee agencies that have jurisdiction over the project under CEQA, including local, regional, state, and federal regulatory agencies.

To facilitate preparation of the Project Description, Panorama will develop Requests for Information (RFIs) to identify data needs. RFIs may include additional information on project construction and operation and maintenance. We will also collaborate with the City and applicant to ensure the concept engineering design is accurately and clearly portrayed in the detailed Project Description.

Panorama will prepare and submit a Draft Project Description to the City for review. Panorama will revise the Project Description based on the comments received and resubmit it to the City for a second round of review. Following the second round of review, the revised Project Description will form the basis of the technical studies and analyses used in the EIR. Any subsequent revisions to the Project Description will be submitted with the Administrative Draft EIR as part of Task 5.

Notice of Preparation and Scoping

Panorama recommends starting the scoping process after the detailed Project Description has

been prepared so that the graphics that have been developed through the process are available to the public at the time of scoping.

Notice of Preparation

Panorama will prepare the Notice of Preparation (NOP) in accordance with CEQA Guidelines §15082. The NOP will include a summary description of the project, a graphic of the project area, information on how to provide comments, and links to the City website where additional project information will be available. The NOP will be distributed to property owners within 300 feet of the project, Responsible Agencies, Trustee Agencies, the Office of Planning and Research, involved federal agencies, and the City's standard distribution list, if applicable. Panorama will assist the City with preparing the mailing list. Panorama assumes the City will produce and mail the NOP; however, production and mailing may be provided by Panorama under a budget modification.

Scoping Meeting

Under this task, Panorama and Baseline will collaborate with the City to plan and host one scoping meeting within 30 days of distribution of the NOP. This task includes the preparation of one (up to 30 minute) presentation to familiarize the public with the project and its goals and establish the open dialogue approach with the community. Up to two Panorama staff, including the Project Manager, will participate in the public scoping meeting. In addition to attending the scoping meeting, Panorama will compile and summarize the comments in a scoping report, including written comment letters, emails, and verbal comments received during the scoping meeting. The comments and summary will become an appendix to the EIR. Panorama will also coordinate with the City on the development of meeting materials. It is currently assumed that the meeting will be conducted via teleconferencing platform and hosted by the City; however, our team will be available to attend the scoping meeting in person, if appropriate.

Task 3. Consultation with Outside Agencies

Tribal Cultural Resources

Because the CEQA project is part of a General Plan Amendment, the project is required to conduct both Senate Bill (SB) 18 and Assembly Bill (AB) 52 noticing to Native American tribes. Panorama has teamed with PaleoWest to support the City's tribal consultation efforts. Under this task, PaleoWest will request a search of the Native American Heritage Commission (NAHC) Sacred Lands Files (SLF) and of their Native American Contacts List for SB 18 and AB 52. Following the results of the SLF search, PaleoWest will send outreach letters to Native American Contacts that may have information about tribal resources in the project area. These letters will notify tribe representatives regarding the project and inform them that the City of Brisbane consult with tribal representatives in accordance with SB 18 and AB 52.

PaleoWest assumes the City of Brisbane, as the lead agency under CEQA, will conduct AB 52 and SB 18 consultation should any tribe request consultation. If the City requests assistance with AB 52 and SB 18 Native American consultation efforts, PaleoWest can provide this support under the contingency task (Task 15) described below. PaleoWest assumes that non-confidential

details of AB 52 consultation regarding the project and any identified tribal cultural resources (TCRs) will be shared by the City of Brisbane for inclusion in the Cultural Resources/Tribal Cultural Resources Assessment Report and applicable EIR sections, described under Task 5.

Task 4 Potential Impact Topics to be Discussed in EIR

Our approach and scope of work for each resource topic to be discussed in the EIR is provided by topic below.

A. Geology, Soils, Seismicity, and Mineral Resources

Approach

The project site is not located in an Alquist-Priolo (AP) Fault Zone; however, the project site is located in a seismically-active area. A significant earthquake on one of the regional faults near the project site will likely produce strong ground shaking during the life of the project. The 2001 One Quarry Project EIR (2001 EIR) identified a variety of geotechnical constraints for redevelopment of the project site including seismic shaking, slope instability (including rockfalls and landslides) and unstable fill materials that could be subject to compression or settlement (including differential settlement).

We also understand that the quarry at the project site is fully operational and economically viable for at least another 25–30 years, and that aggregate resource areas at the project site are classified by the California Division of Mines and Geology as Mineral Resource Zone 2, indicating that the mineral deposits are considered significant. Therefore, redevelopment of the quarry could result in the loss of mineral resources.

To assess project-related impacts to geology, soils, seismicity, and mineral resources, Panorama has teamed with geologists and technical staff at Baseline. Their technical experts will conduct the peer review for this resource topic, as described in further detail below.

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s)

The Baseline team will conduct a peer review of the geology, soils, and seismicity technical study prepared by Cornerstone Earth Group. Baseline will prepare a memorandum with comments regarding the adequacy of the technical study for CEQA review purposes. Baseline’s senior field geologist will conduct a site visit to confirm the existing geological conditions described in the technical study. If the technical study is found to be inadequate, Baseline’s peer review memorandum will include recommendations for revisions to the technical study and/or additional technical study. If the technical study is revised based on the initial peer review memorandum, Baseline will perform a second round of peer review and prepare a revised peer review memorandums. Baseline will respond to one round of administrative comments on the initial peer review memo and the revised peer review memo. If the City requires additional technical studies to be performed by Baseline rather than the applicant team, our team may provide this service under the contingency task (Task 15) or a

contract modification. This task assumes the analyses related to geology, soils, seismicity, and mineral resources will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for these resource topics.

B. Hazardous Materials/Soil Contamination/Hazards

Approach

Fuel and oil have been stored in underground storage tanks (USTs) and aboveground storage tanks (ASTs) at the project site. Fuel USTs were removed from the project site in 1986 and 1992 and removal of contaminated soil was performed in the areas of the former USTs in 1993. Based on post remediation groundwater monitoring results, the San Mateo County Department of Environmental Health (SMCDEH) granted closure for the leaking USTs case in 1999. In 2007, four USTs containing asphalt or asphalt emulsion were removed and limited over-excavation of hardened asphalt material was conducted at the bottom and sidewalls of the excavation. SMCHED issued conditional closure of the asphalt oil USTs in 2007, which indicated residual petroleum impact exists proximate to the former USTs and notification to SMCHED is required under a future change in land use, such as residential. Previous investigations at the project site identified petroleum impacted soil in the areas of fuel and oil ASTs. Closure of the quarry would require the removal of ASTs under SMCDEH oversight, and remediation may be required if contamination is identified during the closure process. Demolition of existing structures at the project site could result in the release of hazardous building materials into the environment. The routine transportation and use of hazardous materials (e.g., fuel, oils, and paints) would occur during construction.

Baseline will characterize hazardous materials present at the site and determine the appropriate testing protocols and remediation requirements needed to reduce potential impacts to a less-than-significant level. This task assumes the analyses and mitigation related to hazardous materials, soil contamination, and hazards will be documented as part of the Hazards and Hazardous Materials section of the EIR to be submitted under Task 5 and does not include the submittal of a standalone deliverable, with the exception of the peer review memorandum(s) described below.

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s)

The Baseline team will conduct a peer review of the Phase I and Phase II Environmental Site Assessment studies prepared by Farallon Consulting. Baseline will prepare a memorandum with comments regarding the adequacy of the technical study for CEQA review purposes. Baseline's senior field geologist will conduct a site visit (under Task 1) to confirm the existing hazardous materials conditions described in the technical studies. If the technical studies are found to be inadequate, Baseline's peer review memorandum will include recommendations for revisions to the technical study and/or additional technical study. If the technical study is revised based on the initial peer review memorandum, Baseline will perform a second round of peer review and prepare a

revised peer review memorandum. Baseline will respond to one round of administrative comments on the initial peer review memo and the revised peer review memo. If the City requires additional technical studies to be performed by Baseline rather than the applicant team, our team may provide this service under the contingency task (Task 15) or a contract modification.

C. Biological Assessment and Wetlands Study

Approach

Recognizing the unique biological resources sensitivities of San Bruno Mountain, Panorama has teamed with CRE to provide the biological resources and wetland assessments. CRE biologists will conduct the peer review for biological resources, as described in further detail below. Due to the complex nature of the biological resources adjacent to the quarry, CRE will also conduct an independent review of applicant-submitted information for this resource topic, also described below.

Scope of Work

Peer and Independent Review

DELIVERABLES: Peer review memorandum (MS Word/PDF), Biological Resources Assessment (MS/Word/PDF)

CRE staff will peer review biological resource study prepared by Monk & Associates and will prepare a peer review memorandum with comments regarding the adequacy of the technical study for CEQA review purposes. CRE will also prepare a Biological Resources

Assessment (BRA) in accordance with the requirements of the San Bruno Mountain HCP and will identify existing plant species and communities, as well as wildlife on the project site and assess the potential for the project to impact special-status species and/or their habitats within a 5-mile radius.

Mapping of sensitive resources will be conducted with a Trimble GeoExplorer 6000 unit with submeter accuracy, and spatial data will be analyzed using ArcGIS 10.2. The assessment will identify any potentially significant impacts on these resources that could occur due to project implementation and will include recommended mitigation measures to prevent and/or mitigate any significant impacts. A standalone BRA will be submitted to the City for review and comment. Information from the BRA will be used to inform the CEQA analysis for the Biological Resources section of the EIR, prepared under Task 5. This task does not include preparation of a wetland delineation; however, this service may be provided under the contingency task (Task 15) upon request by the City.

D. Hydrology and Water Quality

Approach

Federal Emergency Management Agency (FEMA) mapping indicates that the project site is not located within a flood hazard zone. Stormwater runoff from the project site is currently conveyed as overland flow to three sedimentation ponds that function to remove sediment from quarry floor runoff. The runoff is conveyed to a roadside ditch and is discharged into a storm

drain system that eventually flows into Guadalupe Canal. FEMA mapping indicates that areas above and surrounding the Guadalupe Canal are located within a 100-year flood hazard zone. Construction activities at the project site could increase the discharge of sediment and pollutants to surface waters. Implementation of the proposed project would increase impervious surfaces and alter the existing drainage patterns at the project site, which could impact groundwater recharge. The increase in impervious surfaces could also increase the intensity and amount of stormwater runoff from the project site, which could impact the capacity of existing off-site stormwater drainage systems and impact off-site flooding conditions.

Panorama has teamed with technical staff at Baseline to lead the hydrology and water quality analysis, which will involve peer review and preparing the Hydrology and Water Quality section of the EIR.

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s)

The Baseline team will conduct a peer review of the hydrology, utilities, and stormwater study prepared by Kier & Wright. Baseline will prepare peer review memorandum(s) as described above under Geology, Soils, Seismicity, and Mineral Resources. This task assumes the analyses and mitigation related to Hydrology and Water Quality will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

E. Air Quality

Approach

The project is located in an industrial area, with the nearest sensitive receptors located 1,700 feet away from the northern boundary of the project site, and approximately 650 feet away from the site's vehicle access route. Because the project would include reclamation and closure of the existing mining operations, and development of a logistics center, potential emission sources of air pollutants include, but are not limited to, off-road equipment such as construction equipment and warehouse equipment operating on fossil fuels, on-road vehicles such as light passenger vehicles and heavy-duty trucks, and emergency generators (if any). The major air quality concerns associated with these emissions sources are criteria pollutant emissions and health risk impacts caused by toxic air contaminants during both project construction and operation. Impacts related to emissions of criteria pollutant and toxic air contaminants could result in levels exceeding the applicable thresholds of significance.

Air quality specialists from Baseline will assess air quality impacts, including conducting a peer review for this resource topic, as described in further detail below, and prepare the Air Quality section of the EIR.

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s)

The Baseline team will conduct a peer review of the air quality study prepared by Ramboll. Baseline will prepare peer review memorandum(s) as described above under Geology, Soils, Seismicity, and Mineral Resources. This task assumes the analysis and mitigation related to Air Quality will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

F. Cultural Resources and Tribal Cultural Resources

Approach

The Guadalupe Quarry was established circa 1895 and is one of the longest operating mining facilities in the state; therefore, the property will be evaluated as a potential built-environment historical resource against California Register of Historical Resources (CRHR) evaluation criteria. Because the project site is within unincorporated San Mateo County, the Guadalupe Quarry will also be evaluated as a potential historical resource against the San Mateo County Historic Landmark designation criteria per Chapter 7, Section 7732 of the Historic Preservation Ordinance. The historical resources evaluation under State and County criteria will be utilized to assess if the project may result in a substantial adverse change in the significance of a built environment historical resources, per Section 15064.5 of the CEQA Guidelines. Mitigation measures will be developed to lessen adverse effects to historical resources, as necessary.

Based on preliminary background research and PaleoWest's existing knowledge of the project area, PaleoWest assumes no archaeological resources or TCRs will be affected by the project and standard mitigation measures for unanticipated finds will be adequate.

Scope of Work

Cultural Resources/Tribal Cultural Resources Assessment Report

DELIVERABLES: Draft and Final Cultural Resources/Tribal Cultural Resources Assessment Report

Panorama has teamed with PaleoWest to lead the cultural resources and tribal cultural resources (TCR) analyses. Archaeologists at PaleoWest will conduct a records search at the Northwest Information Center (NWIC) at Sonoma State University with a search radius of ½-mile from the project area to identify known cultural resources and previously conducted cultural resource surveys. All previous cultural resource surveys and cultural resources within the area of the records search will be identified and copies of applicable site records and survey reports will be collected, as necessary. Other standards sources of information will be reviewed including historical maps, aerial photography, newspapers, journals, and other relevant sources of information.

After receipt of the NWIC records search results, PaleoWest cultural resources staff will conduct a pedestrian survey of the project area. Based on preliminary background research, knowledge of the region, the general slope of the area, and the fact the project area has been significantly modified from its natural and historical form, PaleoWest does not anticipate any archaeological

resources or TCRs are within the project area. Therefore, the pedestrian survey will focus on the built environment and record the historic-age Guadalupe Valley Quarry.

To document their findings, PaleoWest will prepare a Cultural Resources/Tribal Cultural Resources Assessment Report to support preparation of the Cultural Resources and Tribal Cultural Resources sections of the EIR. The report will summarize the results of background research including the search of the NWIC; SLF search and Native American outreach (described under Task 3 above); cultural resources surveys, prehistoric, ethnographic, and historical contexts; evaluation of built-environment resources; conclusion and management recommendations with any proposed mitigation measures to reduce impacts to cultural resources or TCRs. The report will include, at minimum: Summary of Findings; Background Research, Fieldwork and Methodology; Historical Overview; Description of Resources; Evaluation and Conclusion; References; and Preparers' Qualifications. For properties that are identified as historical resources, as defined by CEQA, the report will establish periods of significance and character-defining features that will be utilized for the assessment of effects in the EIR.

G. Aesthetics and Visual Impacts

Approach

The project includes multiple above-grade structural elements across approximately 50 acres associated with the proposed logistics center. The project is also expected to include the installation of permanent lighting along the new paved access roads and at new buildings/structures. The structures may also include metallic elements that could produce glare. The project site is particularly visible from residences along the Northeast Ridge of San Bruno Mountain and portions of the Crocker Industrial Park and San Bruno Mountain State and County Park. Therefore, the new project structures will be visible from nearby recreational trails and surrounding residential areas. Based on our experience on the Recology Project, we understand the sensitivity of new permanent lighting to hillside residents and the proposed visual changes may be a significant issue to the public. While private views from adjacent residences are not considered aesthetic impacts within CEQA, views from adjacent public streets such as Trinity Road can approximate residential views to provide the public with a representative understanding of the change in private views.

Scope of Work

Photo-realistic Renderings

DELIVERABLES: Photographs of recommended public viewpoints (electronic)

This task includes development of a three to five renderings from a varied range of public viewpoints. Recommended public viewpoints will be selected and presented to the City for consideration during a virtual meeting (up to 2 hours in length). Upon approval of the viewpoints, Panorama's visual specialists will use the development and design standards presented in the applicant's Pre-Zoning application and conceptual development proposals to develop photo-realistic renderings to represent full buildout of the project.

Results of the visual impact analysis will be documented in the Aesthetics section of the EIR, prepared under Task 5. The analysis will include a description of the visual setting, project-related construction and operational impacts, and mitigation measures to reduce impacts, keeping in mind the visual impact analysis addresses whether the project could result in visual character degradation as compared with existing conditions. The analysis will also include a robust discussion of the Pre-Zoning application's lighting standards and potential changes in nighttime views of the site, focusing on light pollution and glare for residents of the Northeast Ridge.

This task assumes the analysis and mitigation related to visual impacts will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

H. Land Use

We understand that the project includes a City General Plan land use change for the approximate logistics center site to reflect that portion of the project site's annexation into the City. The General Plan amendment would change the City General Plan (preannexation) land use designation from Planned Development–Trade Commercial to Trade Commercial. The project also includes a pre-zoning of the logistics center site to Crocker Logistics Trade Commercial 3 (TC-3). The area not subject to development would remain designated as Open Space and have a pre-zone designation of Open Space (O-S).

Panorama planners will review the implications of these land use changes and assess conflicts or compatibility with the trade commercial property use and surrounding land uses. If required, we will develop appropriate mitigation to reduce potential land use conflicts, which could include General Plan Amendments and proposed zoning changes.

This task assumes the analysis and mitigation related to land use and planning will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

I. Traffic and Circulation

As the operating characteristics for different types of distribution/logistics facilities can vary widely, the transportation analysis will need to account for a range of potential future tenants. Fehr & Peers is currently under contract with the City to assess the range of potential tenants as a part of a transportation impact study (TIS). The traffic analysis will document the amount and impact of project-generated vehicle miles traveled (VMT) by both employee commutes and delivery trucks/vans, disclose (for informational purposes) the effect of project-added trips to intersection level of service (LOS) in the study area, and assess roadway hazards and the effect of the project on emergency access for fire, medical, and police services. Fehr & Peers will use the analyses and findings from the on-going transportation impact analysis to inform the traffic and circulation section of the EIR, prepared under Task 5, and additional analysis is not expected to be required.

We assume the TIS will be included as an appendix, or upon request by the City, we will extract the relevant information to create a stand-alone LOS memo based on the TIS for inclusion in the EIR appendix.

J. Noise and Vibration

Approach

The primary source of noise in the project vicinity is noise from the adjacent commercial uses. The nearest sensitive receptors are San Bruno Mountain State and County Park and the residential neighborhoods in the Northeast Ridge and Central Brisbane. Noise and vibration impacts could occur from project construction (e.g., off-road construction equipment and on-road hauling trucks). In addition, noise impacts could also occur during the operation of the proposed project because of the potential increase in traffic that may result from the development of the proposed project. It is anticipated that the proposed project would not generate substantial vibration during operation; therefore, potential new vibration impacts would not be evaluated.

Noise technical specialists from Baseline will assess noise impacts, including conducting a peer review and preparing the Noise section of the EIR (under Task 5).

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s)

The Baseline team will conduct a peer review of the noise study prepared by Ramboll. Baseline will prepare peer review memorandum(s) as described above under

Geology, Soils, Seismicity, and Mineral Resources. This task assumes the analysis and mitigation related to Noise will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

K. Public Services

Site annexation and construction of a logistics center would increase the number of people (employees) at the project site during operation. This increase could incrementally increase the provision for public services provided by the City or, by its nature, could increase hazards that require services such as police, ambulance, or fire. Panorama will contact public service providers, including the City's fire, police, and public works departments, to determine if the increase will change their response times or performance objectives. Panorama will use the information to evaluate the impact on public services from operation of the proposed project.

This task assumes the analysis and mitigation related to public services will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

L. Utilities

Approach

Panorama will evaluate potential impacts to water supply, wastewater collection, wastewater treatment, solid waste disposal, energy and communications during construction and operation of the project, as well as identify mitigation measures for potentially significant impacts. Panorama staff will assess impacts to utilities, including conducting a peer review for this resource topic, as described in further detail below, and prepare the Utilities section of the EIR (under Task 5). This task also includes preparation of a WSA by EKI, as a subcontractor to Panorama.

Scope of Work

Peer Review

DELIVERABLES: Peer review memorandum(s); Draft, Public Draft, and Final Adopted Water Supply Assessment Report (MS Word/PDF)

Panorama will conduct a peer review of the utilities study prepared by Kier and Wright and prepare peer review memorandum(s) as described above under Geology, Soils, Seismicity, and Mineral Resources. This task assumes the analysis and mitigation related to utilities will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report.

Water Supply Assessment

The primary objective of this WSA is to evaluate whether sufficient water supplies are available to meet all future demands within the City of Brisbane's / Guadalupe Valley Municipal Improvement District's (GVMID) service area, including demands associated with the project, during normal, single dry, and multiple dry hydrologic years for a 20-year time horizon. In order to complete this assessment, the following must be included in a WSA pursuant to California Water Code (CWC) §10910:

- projected water demand associated with the project at completion;
- projected water demand within the water supplier's service area over the next 20 years;
- total projected water supplies available to the water supplier (and the project) over the next 20 years, including in normal and drought years; and
- evaluation of the sufficiency of available supplies to meet the total projected demands (inclusive of the project) over the 20-year horizon.

The City falls beneath the threshold definition of "urban water supplier" under CWC §10617 and is therefore not required to and has not prepared a recent Urban Water Management Plan (UWMP). Given this, EKI proposes to rely on the following sources for key service area demand and supply information:

- San Francisco Public Utilities Commission's (SFPUC's) 2020 UWMP
- Bay Area Water Supply & Conservation Agency's (BAWSCA's) Regional Water Demand and Conservation Projections, dated 26 June 2020

- BAWSCA Annual Survey FY 2019-20, dated March 2021
- “Common Language” provided by BAWSCA in support of its member agencies’ development of their 2020 UWMP (referred to herein as “BAWSCA Common Language”)

The WSA will be developed using the methodology proposed below. This task also include participation in up to four teleconferencing meetings by EKI staff.

Evaluate Project Water Demands

EKI will develop water demand estimates for the project based on: (1) land use and project information to be provided by the City and/or the project applicant (e.g., historical water uses at the project site, square footage for each land use type in the project, specifics on the proposed landscaping plan, etc.); and (2) the water demand factors identified in literature and other public sources for similar land uses. If water demand estimates have been prepared by others for the project, EKI will verify that these estimates are appropriate based on the information identified above and relative to the water demand factors currently used by the City for purposes of waste system master planning. Estimated demands for the project and for the City’s service area will be presented in five-year increments over the next 20 years.

Evaluate City Water Supplies

The City’s sole source of water supply is purchased water from the SFPUC Regional Water System (RWS). Supply reliability information is contained in SFPUC’s 2020 UWMP and BAWSCA Common Language, which anticipates very significant supply shortfalls in single dry year and multiple dry years (i.e., greater than 50 percent) as a direct result of implementation of the Bay-Delta Plan Amendment. However, as the SFPUC 2020 UWMP further discusses, numerous uncertainties remain in the implementation of the Bay-Delta Plan Amendment and the supply shortfalls presented in the SFPUC 2020 UWMP are likely a “worst-case” scenario. For the purposes of 2020 UWMP development, BAWSCA provided a revised Tier 2 drought allocation methodology to allocate RWS supplies during projected future single dry and multiple dry years in the instance where the supply shortfalls are greater than 20 percent. As part this task, EKI will evaluate the impact of potential Tier 2 drought allocations under the various drought scenarios.

Given these uncertainties in the SFPUC RWS supply reliability, EKI understands that SFPUC is planning to prepare updated guidance with respect to WSA preparation in late summer or fall 2021. To the extent that the SFPUC guidance is available in a timely fashion, EKI will work with the City to review and incorporate SFPUC’s approach into the WSA.

Given the projected dry year shortfalls, it is possible that the City may wish to develop additional water demand and supply management measures and/or policies associated with new development, such as a “water-neutral” growth policy or other measures (e.g., require development of local groundwater supplies) to reduce potable water demand associated with the project. If available, EKI will incorporate descriptions of the developed policy or requirements and any resulting additional supplies to be developed by the project into the

WSA. This task assumes that additional supply- and policy-related information can be readily obtained from the City. If desired, EKI may assist the City in developing such policies under the contingency task (Task 15) or a contract modification.

EKI will summarize information on available water supplies contained in SFPUC's 2020 UWMP, the BAWSCA Common Language, and other readily-available documents and information pertaining to the source and reliability of the City's water supply (e.g., supply reliability information and WSA guidance provided by the SFPUC). Similar to the method by which total projected water demands are addressed, total projected water supplies will be tabulated in five-year increments over the next 20 years during normal and dry years.

Compare Projected Supplies with Projected Demands

EKI will assess whether sufficient supplies are available for the project by performing a direct comparison of projected supplies and demands within the City's water service area, including demands associated with the project. As required by statute, EKI will perform this comparison at five-year intervals over the 20-year planning period for normal year conditions, single dry year conditions, and multiple dry year conditions. Given that the City does not have an UWMP, it is assumed that EKI will be able to rely on the projected wholesale purchase requests reported in SFPUC's 2020 UWMP as estimates of the projected demands for the City's current service area and customers. The supply shortfalls identified by this analysis will be presented in terms of total water volume and as a percentage of total demand.

As significant dry year shortfalls are anticipated to be projected based on currently available information, EKI will work with the City to discuss how to address the projected shortfalls and if it will be possible to make a determination as to whether the WSA can be approved, or if approval must be conditioned based on the development or application of a new policy or other requirements.

Prepare Draft and Final WSA

Pursuant to CWC §10910, and the assessments described above, EKI will prepare a draft WSA for the City review that will summarize the following:

- Projected water demand associated with the project at completion
- Projected water demand within the water supplier's service area over the next 20 years
- Total projected water supplies available to the water supplier (and the project) over the next 20 years, including in normal and drought years

The draft WSA will further provide a comparison of the projected water supplies and demands for the City over the next 20 years, inclusive of the project, to determine whether the City has sufficient water supplies during current and projected future normal and dry years. The draft WSA will incorporate information developed as part of Task 3 to address supply uncertainties of the SFPUC RWS with implementation of the Bay-Delta Plan Amendment.

A draft WSA will be sent to Panorama and the City for review and comment. EKI will then incorporate Panorama and the City's comments into a revised WSA document, which will then be provided to the project applicant. To the extent directed by the City, EKI will incorporate the project applicant's comments into a final WSA document, which will be provided to the City in electronic (PDF) format. This task assumes a minimal level of revision will be necessary to address comments and prepare a final WSA.

M. Greenhouse Gas Emissions

Approach

DELIVERABLES: Peer review memorandum(s)

The City of Brisbane's Climate Action Plan was adopted in 2015 and set a reduction target for 2020. The project's construction and operation would extend beyond 2020.

The project would generate direct and indirect greenhouse gas (GHG) emissions from the project's consumption of gasoline, diesel, electricity, and natural gas. Because the project would include a logistics center that would potentially generate significantly more vehicle trips compared to the existing conditions, the project's GHG emissions could exceed the applicable threshold of significance and require GHG-reducing mitigation measures.

Air quality specialists from Baseline will assess GHG impacts, including conducting a peer review for this resource topic, as described in further detail below, and prepare the Air Quality section of the EIR.

Scope of Work

Peer Review

The Baseline team will conduct a peer review of the GHG study prepared by Ramboll. Baseline will prepare peer review memorandum(s) as described above under Geology, Soils, Seismicity, and Mineral Resources. This task assumes the analysis and mitigation related to GHG will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report.

N. Recreation

The Guadalupe Quarry is located adjacent to San Bruno Mountain State and County Park and City of Brisbane Crocker Park Recreational Trail. Panorama staff will review trail maps and review park facilities surrounding the project site to evaluate the impact of the project on neighboring recreational facilities and will evaluate if the project would increase the use of existing recreation facilities, resulting in substantial physical deterioration of the facilities. This scope assumes that impacts would primarily be related to the addition of logistics center staff at the project site who may use nearby recreational facilities during operation of the proposed project. This task assumes the analysis related to recreation will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report.

O. Wildfire

The project site is located within an area currently mapped as moderate and high fire risk zones within a State Responsibility Area. We understand that subsequent to the quarry's annexation to the City of Brisbane, that the property will likely transition to a local responsibility area served by the North County Fire Authority. Panorama will identify the appropriate procedures applicable to wildfire responsibility and determine the need for mitigation

Mitigation or design recommendations may include creation of defensible space and vegetation treatments and/or fire hardening that would help protect project-related infrastructure from wildfire. This task assumes the analysis related to wildfire will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

P. Energy

Operation of the logistics center will permanently increase the electrical load and energy needs at the project site. Baseline will analyze the project's impacts related to energy consumption and identify any conflicts with applicable energy conservation plans in accordance with the State's Office of Planning and Research CEQA Guidelines. Baseline will peer review, independently verify, and appropriately summarize the project's consumption of fossil fuels and electricity during the construction and operational phases based on the results of the corresponding technical study provided by the project applicant. Baseline will also provide a qualitative discussion on how the project's location, functions, and features would avoid or reduce inefficient, wasteful, and unnecessary consumption of energy. Baseline assumes that written descriptions of any proposed energy-saving features that are proposed to be included in the project design will be provided. Baseline will prepare mitigation measures to reduce any significant impacts related to energy consumption to a less-than-significant level, if feasible. This task assumes the analysis related to energy will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

Q. Agriculture and Forestry

The proposed project is a redevelopment project and, therefore, impacts to agriculture and forestry are not anticipated. Panorama staff will verify these assumptions and eliminate this as an EIR topic through the scoping process, as appropriate.

R. Population and Housing

The project involves the development of additional commercial square footage and will create an increase in employment opportunities. This section will examine the proposed project's effect on population and housing in the City and whether the proposed project would result in population growth or cause displacement of people or housing. The proposed project does not propose the demolition or removal of any housing; therefore, the proposed project would not displace existing housing. This task assumes the analysis related to population and housing will be documented as part of the Administrative Draft EIR to be submitted under Task 5 and does not include the submittal of a standalone report for this resource topic.

S. Cumulative Impacts

Panorama understands that there are several other projects currently in development or planned for development in the vicinity of the quarry site. Panorama will coordinate with the City to develop a comprehensive cumulative projects list to assess the project’s potential to result in cumulative impacts in combination with identified projects consistent with Section 15130 of the CEQA Guidelines. Panorama will also evaluate the project’s potential to induce growth. The cumulative impacts analysis will be documented as part of the Administrative Draft EIR to be submitted under Task 5.

T. Alternatives Analysis

The Alternatives chapter of the EIR will identify and describe the alternatives selected for analysis as well as those considered but rejected, and the reason for the rejection; will include a brief analysis of the impacts of each alternative and a comparison of the alternatives’ impacts with those of the project; will discuss the ability of each alternative to meet the project objectives; and will identify the environmentally superior alternative. These alternatives and alternatives suggested by the public during scoping and other design alternatives developed during the design process will need to be addressed in the EIR. We expect up to three alternatives will be considered and addressed in the EIR. The alternatives analysis will be documented as part of the Administrative Draft EIR to be submitted under Task 5.

Task 5. Prepare Administrative Draft EIR

DELIVERABLES: Administrative Draft EIR
(one consolidated MS Word file)

Panorama will prepare an Administrative Draft EIR. The content of the Administrative Draft EIR will be consistent with the requirements of CEQA subject to the approval of the City of Brisbane. The Administrative Draft EIR will include the following sections:

- **Executive Summary.** The Executive Summary will include a summary description of the project, the EIR process, identification of the alternatives analyzed in the EIR, and a summary of less than significant, significant, and significant and unavoidable impacts; outstanding issues and areas of controversy; and a table containing all impacts, mitigation measures, and the level of significance after mitigation.
- **Introduction.** The introduction will include a brief introduction to CEQA, the EIR process, and organization of the EIR.
- **Project Description.** The Project Description will include the revised Project Description prepared in response to City comments on the Revised Draft Project Description prepared under Task 2.
- **Environmental Impact Analysis.** The environmental impact analysis will be based on issues identified in the NOP, public scoping session, review of project documents, and additional research and study as described in our approach to addressing key environmental issues in Task 4. Where significant impacts are identified, the EIR will specify feasible mitigation measures, which may include avoidance, minimization, and compensatory measures. The EIR will provide a substantive discussion of the basis for

the determination of significance and the effectiveness of specified mitigation measures in reducing an impact to less than significant. For each mitigation measure, the EIR will also specify the mitigation monitoring and reporting requirements. All mitigation monitoring requirements will be compiled into a Mitigation Monitoring and Reporting Program, to be included as an appendix to the EIR. The environmental impact analysis will include all of the environmental topics contained in the State CEQA Guidelines, Appendix G, and will use the City’s most recent version of the Appendix G checklist as a source for significance criteria for each topic. Panorama’s understanding of the key environmental issues and approach to address each issue are described in Task 4.

- **Cumulative and Growth-Inducing Impacts.** The EIR will examine the potential for impacts of the project to combine with impacts of other nearby or related past, present, and foreseeable future projects. Where the potential for a cumulative impact is identified, Panorama will determine whether the project would make a considerable, and therefore significant, contribution to the cumulative impact. The EIR will also consider the project’s potential to induce growth.
- **Alternatives.** The Alternatives chapter of the EIR will identify and describe the alternatives selected for analysis as well as those considered but rejected, and the reason for the rejection; will include a brief analysis of the impacts of each alternative and a comparison of the alternatives’ impacts with those of the project; will discuss the ability of each alternative to meet the project objectives; and will identify the environmentally superior alternative.
- **References**
- **Report Preparers**
- **Technical Appendices**
- **Draft Mitigation Monitoring and Reporting Program**

Task 6. Respond to Comments and Update Report

DELIVERABLES: Screencheck Administrative Draft EIR (one consolidated MS Word file)

Panorama will respond to all comments from the City on the first Administrative Draft EIR and will prepare a Screencheck Administrative Draft EIR. We utilize several techniques to facilitate the review of the document, including using shared documents to maintain version control when multiple contributors are involved. On a recent project for Stanford University, where we had over 15 reviewers, we utilized SharePoint to allow for a contemporaneous review among all parties. We provided brief instructions on how to review in SharePoint to minimize confusion. This technique resulted in one file with all contributor’s comments and few conflicting or repetitive comments. When responding to comments, provides responses to every comment bubble and showing all changes in track changes/redline. We will diligently follow up on any comments we do not understand or need additional clarifications. Panorama will provide both a clean and track-change version of the Screencheck Administrative Draft EIR.

Task 7. Publish Notice of Availability and Draft EIR

DELIVERABLES: Draft EIR (MS Word, PDF, and hardcopy formats), Notice of Completion (MS Word File), Notice of Availability (MS Word File)

Panorama will address any final City comments on the Screencheck Draft EIR, using the same methods previously described under Task 6 and will publish the Draft EIR for public review. Panorama will also prepare the Notice of Completion, Notice of Availability, and newspaper notice, including information on the Draft EIR public review process. The public notice will contain information on how to access to the Draft EIR, public meetings on the Draft EIR, and how to comment on the Draft EIR. This task assumes that Panorama will provide electronic copies of the Draft EIR in Word and PDF (searchable and hyperlinked from the table of contents for ease of digital review) formats for electronic distribution by the City. Panorama will coordinate with the City to identify the number of hardcopies of the Draft EIR are required for distribution. Costs associated with production are not included in this proposal; Panorama will produce hardcopies on a time-and-materials basis. This task assumes that the City will print and mail all public notices, including the notice to the County Clerk.

Task 8. State Clearinghouse and Public Review

DELIVERABLES: State Clearinghouse submittal documents, including Draft EIR (electronic submittal)

Panorama will prepare and send the required documents to the State Clearinghouse via electronic submittal for the required 45-day review. Attendance at up to two public hearings on the Draft EIR by Panorama and subconsultant staff is included under this task. This task assumes Panorama will not present at the public hearing, but will be available to answer questions, as needed, and will take detailed notes to document comments.

Task 9. Respond to Review Period Comments

DELIVERABLES: Public comment tracking matrix (MS Excel or Google Sheets)

After the 45-day public review period has ended, Panorama will review comment letters, identify comments related to the adequacy of the environmental analysis, organize comments by topic, and develop a comment tracking matrix (in Google Sheet or MS Excel format). Panorama and our team of technical subconsultants will develop draft responses to comments for review by the City in the tracking matrix and may also prepare a Master Response if several similar themes arise in the comments. This task includes two rounds of review and comment by the City prior to finalization of responses. Public comments and final responses will be documented in a chapter in the Final EIR (under Task 10).

Task 10. Prepare Final EIR

DELIVERABLES: Administrative, Screencheck, and Final EIR (MS Word, PDF, and hardcopy formats), Notice of Completion (MS Word File), Notice of Availability (MS Word File), State Clearinghouse submittal documents, including Final EIR (electronic submittal)

Panorama will address any comments that require clarifying changes in revisions to the Draft EIR text. The Draft EIR written comments received during the public review period will be responded to and incorporated into

a "freestanding" Administrative Final EIR, which will include the revised Draft EIR as Volume 1 and a response to comments document as Volume 2. Panorama will respond to City comments on the Administrative Final EIR and will produce a clean Screencheck Final EIR and a track-change Word version of the Screencheck Final EIR. Upon approval by the City, Panorama will prepare digital copies of the Final EIR in Word and PDF (searchable and hyperlinked from the table of contents for ease of digital review) formats, for electronic distribution by the City. Panorama will coordinate with the City to identify the number of hardcopies of the Final EIR are required for distribution. Costs associated with production are not included in this proposal; Panorama will produce hardcopies on a time-and-materials basis.

Panorama will also prepare the Notice of Completion and Notice of Availability of the Final EIR. The Notice of Availability will be sent to agencies and individuals who commented on the Draft EIR regarding the decision to certify the EIR. The Notice of Availability will include the date of public hearing to certify the Final EIR. It is assumed that the City will mail public notices. Panorama send the Notice of Completion and required attachments to the State Clearinghouse.

Task 11. Prepare Mitigation Monitoring and Reporting Plan

DELIVERABLES: MMRP (MS Excel or Google Sheet)

Panorama will develop a Mitigation Monitoring and Reporting Plan (MMRP) in tabular format identifying the mitigation measures included in the EIR. The MMRP will identify the responsible parties for implementation of each mitigation measures, as well as those responsible for conducting the monitoring and/or reporting. The procedural and schedule requirements involved as part of the monitoring process will also be summarized for each measure, as applicable. The MMRP will be provided to the City as a separate digital document in an editable format (MS Excel or Google Sheet) in consultation with City staff.

Task 12. Prepare Draft CEQA Findings and Statement of Overriding Considerations (if needed)

DELIVERABLES: Draft CEQA Findings and Resolutions (MS Word/PDF)

Panorama will coordinate with the City to develop the Draft CEQA Findings and Resolutions that will be presented to the City Council for Certification. Panorama

understands that findings related to project approval and a Statement of Overriding Considerations may or may not be required.

Task 13: Certification Hearings

Panorama will present the Final EIR and MMRP to the Planning Commission and City Council for certification at two public hearings. This task also includes participation in hearings by technical staff if required. Participation in certification hearings may be remote or in person. This task also include participation in certification hearings by Baseline and Fehr & Peers staff to answer technical questions that may arise. Other technical team members from PaleoWest, CRE, and Tully & Young may also participate, if needed; however, their participation is not included in our proposed scope of work.

Task 14: Project Management and Coordination

DELIVERABLES: Meeting agendas and notes (MS Word), monthly invoices and progress reports (PDF), project schedule (MS Project and PDF)

Under this task, Panorama’s project management team will execute subagreements, refine the project Work Plan in coordination with the City, develop a file-sharing procedure and platform dedicated to the project, and act as the primary point of contact for the City and subconsultants. Additional activities under this task are described below.

Biweekly Conference Calls

This task also includes facilitation of biweekly conference calls by the Panorama project management team for the duration of the project. During these calls, the City and consultant team will review the status of the project, discuss information requests, refine schedule, and strategize on the environmental review process. This scope includes preparation of bi-weekly meeting agendas in advance of calls and meeting notes for distribution to the team.

Open Communication

The Panorama team will be available to discuss and manage the project with the City via emails and phone calls, as needed. We maintain an open line of communication with our internal team, clients, and agencies, allowing the identification of issues requiring extra resource allocation early in the environmental review process.

Knowledge Sharing

The Panorama project management team will hold check in calls and take detailed notes, including action items, that are tracked from meeting to meeting. We will use a file-sharing system that integrates with our own server to seamlessly and securely share data and information across all team members. The Project Manager will act as the liaison among all team members to share cross-discipline knowledge and findings. The in-house team and subconsultants will work from defined scopes of work and, in the case of subconsultants, project-specific task orders. Each team member will follow written protocols for analysis and document preparation. We will use modern, cloud-based collaboration tools to integrate the team working environment by sharing data, documents, and other information among all team members, and we will have a dedicated staff member responsible for ensuring the central organization, cataloging, and distribution of data. Work will be reviewed and discussed on an ongoing basis to ensure issues are addressed in a timely fashion.

Budget Tracking, Invoicing, and Progress Reporting

Under this task, Panorama will maintain the project budget. Cost control is comprised of team communication and the use of cost tracking/timekeeping software programs. Panorama will use a cloud-based timekeeping and budgeting system called Harvest (www.getharvest.com) to track costs and will provide monthly status updates of budget and schedule in progress reports. Progress reports will also summarize activities completed during the previous month and activities anticipated to be conducted during the upcoming month.

Schedule

Schedule management will be achieved through the close coordination with the team, as well as the implementation of schedule tracking tools. Panorama will use Microsoft Project to manage the project schedule. We will provide the City with monthly status updates in progress reports and at meetings, including cost and schedule updates. We will also keep the City updated as to our progress as deadlines approach. The schedule will be updated on an ongoing basis throughout the duration of the project and submitted to the City and applicant as revisions are made.

Quality Control

Panorama's QA/QC policy will ensure that our documents and other deliverables are compliant with regulatory requirements and written so that the information is easily understood. By incorporating this QA/QC process, document authors and reviewers will identify errors and omissions or conflicts, ask questions, ensure consistency with policies and environmental regulations and raise issues that may present a problem. This process will apply to both Panorama's internal staff and subconsultants.

Focus QA/QC Procedures

- **Project Preparation by Project Manager** to develop technical outlines, document and terminology standards and conventions, and review tracking tools.
- **Technical Review** performed by senior staff and/or PM for content and analysis.
- **QA/QC Review by Panorama Principals** for quality, consistency, accuracy
- **Editorial Review** by technical editor including checking for document standards, grammar, and copy- editing
- **Production Review** by designated team member with "fresh eyes" using printed copy

Our deliverables will incorporate the following concepts:

- Utilizing language and analysis from previous documents, which were already vetted by the City
- Avoiding repetition in technical reports and documents
- Carefully ensuring that consistent terminology for all aspects of the project is carried throughout the reports
- Minimizing or avoiding the use of imprecise language

The implementation of our QA/QC process will be facilitated by using Panorama's style manuals.

Task 15. Contingency Tasks

Because the need for services and/or deliverables not explicitly included in Task 1 through 14 of this scope of work may arise, Panorama has included a contingency task at the request of the City. This contingency task includes up to \$18,000 of additional services and may include, but not be limited to, the following:

- AB 52 and SB 18 Native American Consultation Support.** The City, as the lead agency under CEQA, will conduct AB 52 and SB 18 consultation should any tribe request consultation. Task 3 does not include assistance with government-to-government SB 18 and AB 52 consultation beyond the initial outreach to Native American representatives. If the City requests assistance with AB 52 and SB 18 Native American consultation efforts, Panorama, in coordination with PaleoWest, will define an appropriate scope of work and cost estimate to provide this support under this contingency task.
- Wetland Delineation.** Upon request by the City, a wetland delineation may be prepared per the 1987 U.S. Army Corps Manual as an optional task. If requested, CRE will perform field visits to each potential wetland site to record data on three parameters: hydrology, vegetation and soils and mapping of data points in GIS. Mapping will determine the extent of potential wetlands and waters of the U.S. as well as determining waters of the state (one-parameter) jurisdiction. A Wetland Delineation and preliminary jurisdictional determination report describing the methods used and the existing site conditions will be prepared. The report will include a summary of all potential wetlands and waters of the U.S. subject to federal or state regulations, a discussion of permitting implications, and a map of all wetlands and their respective field data forms. The GIS-based maps will depict all potentially jurisdictional wetlands and waters. Preparation of the wetland delineation, as described herein, may be conducted under this contingency task and would be up to \$16,000 (including labor, expenses, and subcontractor markup).
- Water Demand and Supply Management Measures and Policies.** Task 4 includes the incorporation of descriptions of developed policy or requirements and any resulting additional supplies to be developed by the project into the WSA. Given the projected dry year shortfalls, it is possible that the City may wish to develop additional water demand and supply management measures and/or policies associated with new development, such as a “water-neutral” growth policy or other measures (e.g., require development of local groundwater supplies) to reduce potable water demand associated with the project. At the City’s request, EKI may assist the City in developing such policies under this contingency task. Panorama, in coordination with EKI, will define an appropriate scope of work and cost estimate to provide this support under this contingency task.

No work under this contingency task will be undertaken without advance discussion and approval by the City and the applicant.

Section 3. Project Budget

As summarized in Table 1 and detailed in Appendix B: Detailed Cost Proposal, proposed budget is **\$468,266.20**, including \$18,000 in Task 15 (Contingency Task). The cost proposal is based on our current understanding of the preliminary project description and the existing studies prepared for the project.

Table 1 Budget Summary

Task	Costs
Task 1: Project Familiarization and Start-up	\$6,455.00
Task 2: EIR Scoping	\$28,871.00
Task 3: Consultation with Outside Agencies	\$4,980.00
Task 4: Potential Impact Topics to be Discussed in the EIR	\$86,062.00
Task 5: Prepare Administrative Draft EIR	\$132,245.00
Task 6: Respond to Staff Comments and Revise Report	\$33,535.00
Task 7: Publish Notice of Availability and Draft EIR	\$21,922.00
Task 8: State Clearinghouse and Public Review	\$5,860.00
Task 9: Respond to Review Period Comments	\$23,850.00
Task 10: Prepare Final EIR	\$23,354.00
Task 11: Prepare Draft MMRP	\$8,452.00
Task 12: Prepare Draft CEQA Findings and Statement of Overriding Considerations (if needed)	\$5,000.00
Task 13: Certification Hearings	\$13,545.00
Task 14: Project Management and Coordination	\$32,265.00
Task 15: Contingency Task	\$18,000.00
Labor Subtotal	\$444,396.00
Other Direct Costs (NWIC search fees, mileage, field equipment, printing, etc.)	\$4,604.00
10% Subcontractor Markup (on labor costs only)	\$19,266.20
TOTAL (inclusive of Task 15: Contingency Task)	\$468,266.20

Cost Assumptions

The proposed budget above is based on the assumptions listed below. Deviations from these assumptions may increase the scope and budget.

1. Panorama assumes that comments on all deliverables will be non-conflicting and submitted as a consolidated set.
2. Biweekly conference calls will be up to 0.5 hour long. The cost proposal includes up to 18 months of biweekly conference calls and general project management activities.
3. The cost estimate includes up to 4 hours (including travel time) for the Panorama Project Manager and staff member to participate in a site visit.
4. There will be no changes to the Project Description after it has been approved.
5. This proposal assumes that two rounds of review and revision to the neighborhood notice will be sufficient.
6. The cost proposal assumes production and mailing of public notices will be conducted by the City.
7. This scope does not include preparation of any permit applications for the project; however, this service may be provided at additional cost.
8. This proposal assumes production of hardcopies of the Draft EIR and Final EIR will be conducted on a time-and-materials basis and is not included in this cost proposal.
9. This proposal assumes that recirculation of the EIR will not be required.
10. This proposal assumes that the EIR will not be appealed.
11. Request for NAHC SLF search and Native American Contacts List will be sent within one week of the Notice to Proceed.
12. Coordination for a NWIC records search will occur within one week of the Notice to Proceed.
13. Native American outreach letters to Native American Contacts will be sent after receipt from the NAHC. PaleoWest will send letters via email and postal service and conduct follow-up phone calls within 30 days of initial date of letters.
14. PaleoWest assumes the City of Brisbane will provide documentation of the SB 18 and AB 52 government-to-government consultation and non-confidential information resulting from consultation for inclusion in the Cultural Resources/Tribal Cultural Resources Assessment Report and EIR.
15. PaleoWest assumes no confidential tribal cultural resources information will be provided, so a confidential report under separate cover will not be required.
16. This scope of work does not include any consultation or coordination with federal, State, and local resource agencies beyond tribal consultation described in Task 3.
17. The City of Brisbane will provide and/or coordinate access onto the property for pedestrian survey and fieldwork.

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18. The site visit and fieldwork will occur after the results NWIC records search have been received.
19. A single cultural resources report that includes archaeology, built environment, and tribal cultural resources will be prepared by PaleoWest for CEQA.
20. The project will not require any specific cultural resources documents aimed at obtaining federal agency permits, including Clean Water Act Section 404 Permits from U.S. Army Corps of Engineers or Endangered Species Section 10 (a) Incidental Take Permits from the U.S. Fish and Wildlife Service. If federally-compliant documents are needed, they can be prepared with minor effort under a separate cost amendment.
21. This scope of work includes a Contingency Task of up to \$18,000 to cover labor or direct costs associated with tasks or support requested by the City of Brisbane that are not included in the scope of work. Use of contingency funds will not occur without advanced discussion and approval from the City and applicant.
22. This budget includes routine project management tasks and client communications by EKI staff. Coordination efforts are expected to include telephone conference calls and participation in up to four web conference meetings. Because the time and effort required to complete this task is difficult to estimate, EKI assumes a level of effort equal to that of approximately 10 percent of the total WSA-related budget (under Task 4) will be sufficient.

EXHIBIT B

Time Schedule for Performance of Services

Guadalupe Quarry Redevelopment Project EIR Schedule

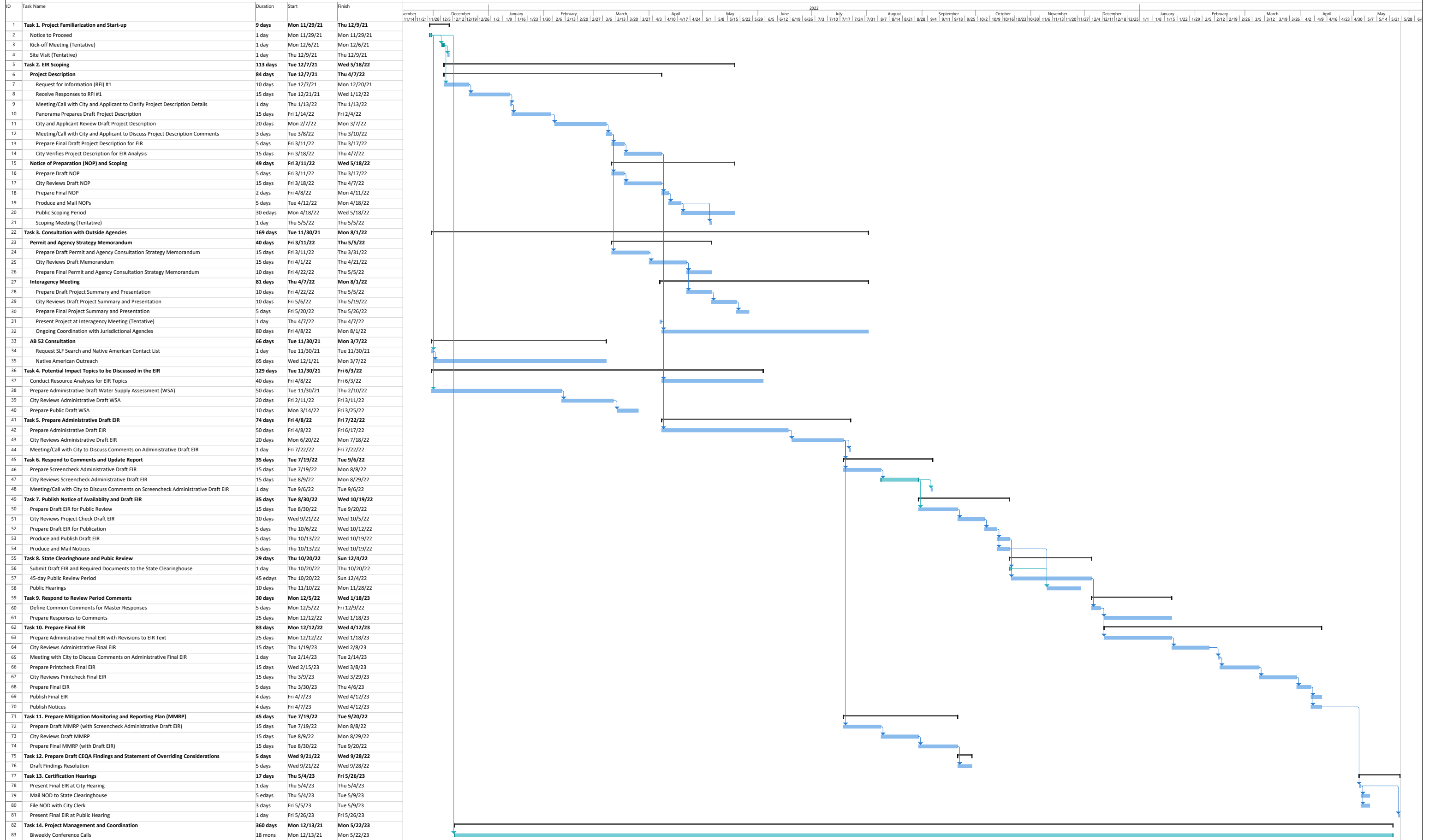


EXHIBIT C
Compensation

Task	Hourly Rate	Total Hours	Total Cost
Task 1: Project Familiarization and Start Up			
Panorama Project Manager	\$ 200.00	14.00	\$ 2,800.00
Panorama Deputy Project Manager	\$ 170.00	20.00	\$ 3,400.00
PaleoWest Project Manager	\$ 120.00	1.00	\$ 120.00
PaleoWest Senior Architectural Historian	\$ 135.00	1.00	\$ 135.00
Task 1 Total		36.00	\$ 6,455.00
Task 2: EIR Scoping			
Panorama Project Manager	\$ 200.00	38.00	\$ 7,600.00
Panorama Deputy Project Manager	\$ 170.00	45.00	\$ 7,650.00
Panorama Environmental Analyst	\$ 100.00	80.00	\$ 8,000.00
Panorama GIS Specialist	\$ 139.00	23.00	\$ 3,197.00
Panorama Technical Editor	\$ 101.00	24.00	\$ 2,424.00
Task 2 Total		210.00	\$ 28,871.00
Task 3: Consultation with Outside Agencies			
Panorama Project Manager	\$ 200.00	3.00	\$ 600.00
Panorama Deputy Project Manager	\$ 170.00	6.00	\$ 1,020.00
PaleoWest Project Manager	\$ 120.00	2.00	\$ 240.00
PaleoWest Administrative	\$ 70.00	1.00	\$ 70.00
PaleoWest Associate Architectural Historian	\$ 100.00	8.00	\$ 800.00
PaleoWest Associate Archaeologist	\$ 100.00	8.00	\$ 800.00
PaleoWest Staff Archaeologist	\$ 75.00	16.00	\$ 1,200.00
PaleoWest GIS Specialist	\$ 80.00	2.00	\$ 160.00
PaleoWest Principal	\$ 180.00	0.50	\$ 90.00
Task 3 Total		46.50	\$ 4,980.00
Task 4: Potential Impact Topics to be Discussed in EIR			
Panorama Project Manager	\$ 200.00	20.00	\$ 4,000.00
Panorama Deputy Project Manager	\$ 170.00	30.00	\$ 5,100.00
Panorama Senior Environmental Planner	\$ 150.00	40.00	\$ 6,000.00
Panorama Environmental Planner	\$ 145.00	20.00	\$ 2,900.00
Panorama Environmental Analyst	\$ 100.00	40.00	\$ 4,000.00
Baseline Principal/Technical Director	\$ 225.00	8.00	\$ 1,800.00
Baseline Environmental Engineer III	\$ 180.00	60.00	\$ 10,800.00
Baseline Environmental Engineer II	\$ 170.00	36.00	\$ 6,120.00
CRE Principal Biologist	\$ 135.00	16.00	\$ 2,160.00
CRE Staff Biologist	\$ 120.00	96.00	\$ 11,520.00
PaleoWest Project Manager	\$ 120.00	1.00	\$ 120.00
PaleoWest Administrative	\$ 70.00	1.00	\$ 70.00
PaleoWest Associate Architectural Historian	\$ 100.00	10.00	\$ 1,000.00
PaleoWest Staff Archaeologist	\$ 75.00	10.00	\$ 750.00
PaleoWest Principal	\$ 180.00	0.50	\$ 90.00
PaleoWest Principal Investigator	\$ 135.00	1.00	\$ 135.00
EKI Officer and Chief Engineer/Scientist	\$ 297.00	21.00	\$ 6,237.00
EKI Senior I Engineer/Scientist	\$ 265.00	50.00	\$ 13,250.00
EKI General Support	\$ 143.00	70.00	\$ 10,010.00
Task 4 Total		530.50	\$ 86,062.00
Task 5: Prepare Administrative Draft EIR			
Panorama Project Manager	\$ 200.00	40.00	\$ 8,000.00
Panorama Deputy Project Manager	\$ 170.00	50.00	\$ 8,500.00
Panorama Senior Environmental Planner	\$ 150.00	60.00	\$ 9,000.00
Panorama Environmental Planner	\$ 145.00	50.00	\$ 7,250.00
Panorama Environmental Analyst	\$ 100.00	90.00	\$ 9,000.00
Panorama GIS Specialist	\$ 139.00	40.00	\$ 5,560.00
Panorama Technical Editor	\$ 101.00	40.00	\$ 4,040.00
Baseline Principal/Technical Director	\$ 225.00	18.00	\$ 4,050.00
Baseline Planning Associate	\$ 210.00	8.00	\$ 1,680.00
Baseline Environmental Engineer III	\$ 180.00	142.00	\$ 25,560.00
Baseline Environmental Engineer II	\$ 170.00	94.00	\$ 15,980.00
CRE Principal Biologist	\$ 135.00	94.00	\$ 12,690.00
PaleoWest Project Manager	\$ 120.00	2.00	\$ 240.00
PaleoWest Administrative	\$ 70.00	1.00	\$ 70.00
PaleoWest Associate Architectural Historian	\$ 100.00	60.00	\$ 6,000.00
PaleoWest Associate Archaeologist	\$ 100.00	24.00	\$ 2,400.00
PaleoWest Senior Architectural Historian	\$ 135.00	4.00	\$ 540.00

PaleoWest Staff Archaeologist	\$ 75.00	16.00	\$ 1,200.00
PaleoWest GIS Specialist	\$ 80.00	4.00	\$ 320.00
PaleoWest Principal	\$ 180.00	1.00	\$ 180.00
PaleoWest Technical Editor	\$ 75.00	4.00	\$ 300.00
PaleoWest Principal Investigator	\$ 135.00	4.00	\$ 540.00
Fehr & Peers Associate-in-Charge	\$ 250.00	4.00	\$ 1,000.00
Fehr & Peers Project Manager	\$ 155.00	12.00	\$ 1,860.00
Fehr & Peers Transportation Planner	\$ 145.00	24.00	\$ 3,480.00
Fehr & Peers Project Coordinator	\$ 135.00	7.00	\$ 945.00
Fehr & Peers Graphics	\$ 155.00	12.00	\$ 1,860.00
Task 5 Total		905.00	\$ 132,245.00

Task 6: Respond to Comments and Update Report

Panorama Project Manager	\$ 200.00	20.00	\$ 4,000.00
Panorama Deputy Project Manager	\$ 170.00	30.00	\$ 5,100.00
Panorama Senior Environmental Planner	\$ 150.00	18.00	\$ 2,700.00
Panorama Environmental Planner	\$ 145.00	20.00	\$ 2,900.00
Panorama Environmental Analyst	\$ 100.00	30.00	\$ 3,000.00
Panorama GIS Specialist	\$ 139.00	10.00	\$ 1,390.00
Panorama Technical Editor	\$ 101.00	20.00	\$ 2,020.00
Baseline Principal/Technical Director	\$ 225.00	4.00	\$ 900.00
Baseline Planning Associate	\$ 210.00	4.00	\$ 840.00
Baseline Environmental Engineer III	\$ 180.00	18.00	\$ 3,240.00
Baseline Environmental Engineer II	\$ 170.00	22.00	\$ 3,740.00
Fehr & Peers Associate-in-Charge	\$ 250.00	2.00	\$ 500.00
Fehr & Peers Project Manager	\$ 155.00	6.00	\$ 930.00
Fehr & Peers Transportation Planner	\$ 145.00	8.00	\$ 1,160.00
Fehr & Peers Technical Lead	\$ 200.00	2.00	\$ 400.00
Fehr & Peers Project Coordinator	\$ 135.00	3.00	\$ 405.00
Fehr & Peers Graphics	\$ 155.00	2.00	\$ 310.00
Task 6 Total		219.00	\$ 33,535.00

Task 7: Publish Notice of Availability and Draft EIR

Panorama Project Manager	\$ 200.00	30.00	\$ 6,000.00
Panorama Deputy Project Manager	\$ 170.00	30.00	\$ 5,100.00
Panorama Senior Environmental Planner	\$ 150.00	12.00	\$ 1,800.00
Panorama Environmental Planner	\$ 145.00	20.00	\$ 2,900.00
Panorama Environmental Analyst	\$ 100.00	40.00	\$ 4,000.00
Panorama GIS Specialist	\$ 139.00	8.00	\$ 1,112.00
Panorama Technical Editor	\$ 101.00	10.00	\$ 1,010.00
Task 7 Total		150.00	\$ 21,922.00

Task 8: State Clearinghouse and Public Review

Panorama Project Manager	\$ 200.00	14.00	\$ 2,800.00
Panorama Deputy Project Manager	\$ 170.00	18.00	\$ 3,060.00
Task 8 Total		32.00	\$ 5,860.00

Task 9: Respond to Review Period Comments

Panorama Project Manager	\$ 200.00	20.00	\$ 4,000.00
Panorama Deputy Project Manager	\$ 170.00	30.00	\$ 5,100.00
Panorama Senior Environmental Planner	\$ 150.00	10.00	\$ 1,500.00
Panorama Environmental Planner	\$ 145.00	18.00	\$ 2,610.00
Panorama Environmental Analyst	\$ 100.00	20.00	\$ 2,000.00
Baseline Principal/Technical Director	\$ 225.00	4.00	\$ 900.00
Baseline Planning Associate	\$ 210.00	4.00	\$ 840.00
Baseline Environmental Engineer III	\$ 180.00	10.00	\$ 1,800.00
Baseline Environmental Engineer II	\$ 170.00	12.00	\$ 2,040.00
Fehr & Peers Associate-in-Charge	\$ 250.00	2.00	\$ 500.00
Fehr & Peers Project Manager	\$ 155.00	6.00	\$ 930.00
Fehr & Peers Transportation Planner	\$ 145.00	8.00	\$ 1,160.00
Fehr & Peers Technical Lead	\$ 200.00	1.00	\$ 200.00
Fehr & Peers Project Coordinator	\$ 135.00	2.00	\$ 270.00
Task 9 Total		147.00	\$ 23,850.00

Task 10: Prepare Final EIR

Panorama Project Manager	\$ 200.00	18.00	\$ 3,600.00
Panorama Deputy Project Manager	\$ 170.00	32.00	\$ 5,440.00
Panorama Senior Environmental Planner	\$ 150.00	10.00	\$ 1,500.00
Panorama Environmental Planner	\$ 145.00	20.00	\$ 2,900.00

Panorama Environmental Analyst	\$ 100.00	40.00	\$ 4,000.00
Panorama GIS Specialist	\$ 139.00	6.00	\$ 834.00
Panorama Technical Editor	\$ 101.00	20.00	\$ 2,020.00
Fehr & Peers Associate-in-Charge	\$ 250.00	2.00	\$ 500.00
Fehr & Peers Project Manager	\$ 155.00	6.00	\$ 930.00
Fehr & Peers Transportation Planner	\$ 145.00	8.00	\$ 1,160.00
Fehr & Peers Technical Lead	\$ 200.00	1.00	\$ 200.00
Fehr & Peers Project Coordinator	\$ 135.00	2.00	\$ 270.00
Task 10 Total		165.00	\$ 23,354.00
Task 11: Prepare Mitigation Monitoring & Reporting Plan			
Panorama Project Manager	\$ 200.00	8.00	\$ 1,600.00
Panorama Deputy Project Manager	\$ 170.00	12.00	\$ 2,040.00
Panorama Environmental Analyst	\$ 100.00	36.00	\$ 3,600.00
Panorama Technical Editor	\$ 101.00	12.00	\$ 1,212.00
Task 11 Total		68.00	\$ 8,452.00
Task 12: Prepare Draft CEQA Findings			
Panorama Project Manager	\$ 200.00	8.00	\$ 1,600.00
Panorama Deputy Project Manager	\$ 170.00	20.00	\$ 3,400.00
Task 12 Total		28.00	\$ 5,000.00
Task 13: Certification Hearings			
Panorama Project Manager	\$ 200.00	10.00	\$ 2,000.00
Panorama Deputy Project Manager	\$ 170.00	12.00	\$ 2,040.00
Baseline Principal/Technical Director	\$ 225.00	4.00	\$ 900.00
Baseline Planning Associate	\$ 210.00	6.00	\$ 1,260.00
Baseline Environmental Engineer III	\$ 180.00	6.00	\$ 1,080.00
Baseline Environmental Engineer II	\$ 170.00	12.00	\$ 2,040.00
Fehr & Peers Associate-in-Charge	\$ 250.00	8.00	\$ 2,000.00
Fehr & Peers Project Manager	\$ 155.00	8.00	\$ 1,240.00
Fehr & Peers Transportation Planner	\$ 145.00	4.00	\$ 580.00
Fehr & Peers Project Coordinator	\$ 135.00	3.00	\$ 405.00
Task 13 Total		73.00	\$ 13,545.00
Task 14: Project Management and Coordination			
Panorama Project Manager	\$ 200.00	44.00	\$ 8,800.00
Panorama Deputy Project Manager	\$ 170.00	75.00	\$ 12,750.00
Baseline Principal/Technical Director	\$ 225.00	2.00	\$ 450.00
Baseline Planning Associate	\$ 210.00	38.00	\$ 7,980.00
Baseline Environmental Engineer III	\$ 180.00	4.00	\$ 720.00
Baseline Environmental Engineer II	\$ 170.00	4.00	\$ 680.00
PaleoWest Project Manager	\$ 120.00	4.00	\$ 480.00
PaleoWest Senior Architectural Historian	\$ 135.00	2.00	\$ 270.00
PaleoWest Principal Investigator	\$ 135.00	1.00	\$ 135.00
Task 14 Total		174.00	\$ 32,265.00
Task 15: Contingency Task			
			\$ 18,000.00
Task 15 Total			\$ 18,000.00
LABOR SUBTOTAL			\$ 444,396.00
Subcontractor Markup on Labor Costs (+10%)			\$ 19,266.20
TOTAL LABOR			\$ 463,662.20
Other Direct Costs (ODCs)			
NWIC Records Search			\$ 1,000.00
Travel			\$ 1,549.00
Field Equipment + Supplies			\$ 1,155.00
Printing + Production			\$ 900.00
TOTAL ODCs			\$ 4,604.00
TOTAL FEES			\$ 468,266.20

Staff Role/Responsibility	Staff Name	Hourly Rate
Panorama Environmental, Inc.		
Panorama Project Manager	Angie Alexander	\$ 200.00
Panorama Deputy Project Manager	Whitney Broeking	\$ 170.00
Panorama Senior Planner	Rita Wilke	\$ 150.00
Panorama Visual Resource Specialist	Aaron Lui	\$ 150.00
Panorama Visual Simulation Specialist	Christina Kossa	\$ 150.00
Panorama Environmental Planner	Charlotte Hummer	\$ 145.00
Panorama Environmental Analyst	Catherine Medlock	\$ 100.00
Panorama Environmental Analyst	Sara Sloan	\$ 100.00
Panorama GIS Specialist	Corey Fong	\$ 139.00
Panorama Technical Editor	Beth Duffey	\$ 101.00
Baseline Environmental Consultants		
Baseline Principal/Technical Director	Bruce Abelli-Amen	\$ 225.00
Baseline Planning Associate	Judith Malamut	\$ 210.00
Baseline Planning Associate	Sandi Potter	\$ 210.00
Baseline Environmental Engineer III	Patrick Sutton	\$ 180.00
Baseline Environmental Engineer III	Cem Atebek	\$ 180.00
Baseline Environmental Engineer II	Ivy Tao	\$ 170.00
Baseline Environmental Engineer II	Mengzhu (Lisa) Luo	\$ 170.00
Baseline Environmental Engineer II	William Scott, PG	\$ 170.00
Coast Ridge Ecology		
CRE Principal Biologist	Patrick Kobernaus	\$ 135.00
CRE Staff Biologist	Ranit Cohen	\$ 120.00
PaleoWest		
PaleoWest Administrative	Tara Kloess	\$ 70.00
PaleoWest Associate Architectural Historian	Heather Miller	\$ 100.00
PaleoWest Associate Archaeologist	Patrick Zingerella	\$ 100.00
PaleoWest Senior Architectural Historian	Dan Harrick	\$ 135.00
PaleoWest Staff Archaeologist	Nate Ramos	\$ 75.00
PaleoWest GIS Specialist	Rebecca Heidenreich	\$ 80.00
PaleoWest Principal	Garret Root	\$ 180.00
PaleoWest Technical Editor	Kris Stelter	\$ 75.00
PaleoWest Principal Investigator	Evan Tudor Elliott	\$ 135.00
Fehr & Peers		
Fehr & Peers Associate-in-Charge	Matt Goyne	\$ 250.00
Fehr & Peers Project Manager	Allison Quach	\$ 155.00
Fehr & Peers Transportation Planner	Natalie Daugherty	\$ 145.00
Fehr & Peers Technical Lead	Sai Sirandas	\$ 200.00
Fehr & Peers Project Coordinator	Adrienne Lamb	\$ 135.00
Fehr & Peers Graphics	Ashley Hong	\$ 155.00
EKI Environment & Water, Inc.		
EKI Officer and Chief Engineer/Scientist	Anona Dutton	\$ 297.00
EKI Senior I Engineer/Scientist	Kat Wuelfing	\$ 265.00
EKI General Support	TBD	\$ 143.00

Note: With the exception of proposed senior and project management staff, proposed staff presented in the above table are based on current resource allocation assignments and may be subject to change.