

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ³ day of September, 2024, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **LSA Associates, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed project at 12821 Knott Street.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "A" (preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed project at 9071 Lampson Avenue), and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Three Thousand, Three Hundred Thirty Dollars (\$73,330.00), payable in arrears and in accordance with the proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by the Community Development Director will be required, and amendment to the budget will be requested before proceeding, and payment shall be based on the **Billing Rates for LSA Associates, Inc.** which is included in the Proposal attached as Exhibit A.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any cancellation at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. LSA Associates, Inc.
3210 El Camino Real, Suite 100
Irvine, CA 92602
Attention: Ryan Bensley, Principal
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR's proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement, subject to exercise of the professional standard of care required for performance of the Services.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.
17. **Waiver of Consequential Damages.** Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including

negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

18. **Force Majeure.** Consultant shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of the City or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Consultant. The compensation due Consultant and the schedule governing the timing for Consultant's performance shall be equitably increased and extended, respectively, to address any such impacts to Consultant's performance.
19. **Standard of Care.** Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 9/3/2024

"CITY"
CITY OF GARDEN GROVE
DocuSigned by:
By:  Lisa L. Kim
City Manager
1349D114C1D22E...

ATTESTED:

DocuSigned by:

City Clerk
C15E4FFF2C44419...

Date: 9/3/2024

"CONTRACTOR"
LSA Associates, Inc.

By: 

Name: Anthony Petros

Title: CEO

Date: August 23, 2024

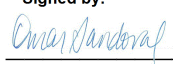
Tax ID No. 94-234-1614

Contractor's License: N/A

Expiration Date: N/A

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Signed by:

Garden Grove City Attorney

8/27/2024

Date



Attachment "A"
Preparation and Processing of California Environmental Quality Act (CEQA)
Compliance Documents for the Proposed Project at 12821 Knott Street



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

August 13, 2024

Priit Kaskla, Associate Planner
Planning Services Division
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Revised Proposal to Prepare an Initial Study for the City of Garden Grove

Dear Mr. Kaskla:

LSA is pleased to submit this revised proposal for preparation of an Initial Study (IS) for the proposed mezzanine and parking area improvements at 12821 Knott Street (“proposed project”). We consider it a privilege to provide services to the City of Garden Grove for the proposed project. This proposal has been revised to address input from City staff.

Ryan Bensley will serve as the Principal in Charge for this project, and Trevor Wimmer will serve as the Project Manager. Together, they will provide the City with a professional approach, prompt service, and a high-quality product that will meet the requirements of the California Environmental Quality Act (CEQA) and the *State CEQA Guidelines*. LSA can assure you that it will respond to any relevant issues or concerns that may arise, present options consistent with your goals, and preserve the priorities you have established.

The proposed project that is the subject of the IS also involves adding a subcategory within the City’s Industrial/Commercial Mixed Use land use designation to increase the maximum floor-area ratios (FARs) assigned to the project site and four other nearby parcels from 0.5 to 0.6. Potential impacts from the proposed project at 12821 Knott Street would be evaluated as part of this IS and published for public review and comment in accordance with CEQA.

LSA will prepare a Project Description defining the proposed project to be evaluated. The Project Description will include a brief explanation of the proposed project at 12821 Knott Street, including the office space mezzanine and parking lot restriping, as well as the new subcategory within the City’s Industrial/Commercial Mixed Use land use designation. LSA’s proposed Work Program (Scope of Services, Project Schedule, and Project Budget) is attached.

Thank you in advance for your consideration of this proposal. Although every effort has been made to anticipate your needs, LSA welcomes the opportunity to discuss the details of its project approach in person. I confirm that this proposal will remain valid for 90 days. If you have any questions, please contact Ryan Bensley at (949) 553-0666 or ryan.bensley@lsa.net, or Trevor Wimmer at (760) 536-8804 or trevor.wimmer@lsa.net.

If you are in agreement with the scope of services and estimated budget, please sign below and return a copy to LSA.

Sincerely,

LSA Associates, Inc.

Ryan Bensley
Principal – Environmental Planning



Attachments: A: LSA's Work Program
 B: Schedule of Standard Contract Provisions and Billing Rates

ATTACHMENT A

LSA'S WORK PROGRAM

SCOPE OF SERVICES

The following Scope of Services describes LSA's work program for the preparation of the Initial Study (IS) and related technical analyses.

Task 1: Project Initiation and Project Description

LSA will prepare a thorough Project Description for use in the preparation of the technical analyses (as well as for use in the IS) that will be based on information provided by the Applicant. LSA will coordinate with City of Garden Grove (City) staff and the Applicant's representatives and will attend a project kickoff meeting to refine and finalize the Project Description and to develop a mutual understanding of the Scope of Work, the planned project approach, and the issues to be addressed in the technical studies. The overall schedule and budget are based on the assumption that the City and the Applicant will agree on the Project Description during the project initiation phase and that substantive changes to it will not be made later in the process. Any changes to the Project Description made after this agreement have the potential to impact the project's budget and schedule. LSA will apprise the City of any out-of-scope work and prepare an augment as necessary.

To ensure the orderly flow of project efforts, a project kickoff meeting will be undertaken at the outset of the work effort. The project kickoff meeting is incorporated into the budget for Task 4, Project Management and Meeting Attendance. The meeting will be held with City staff and the Applicant's representatives to accomplish the following:

- Establish a mutual understanding of the project objectives, explore community concerns regarding the project, and discuss the City's expectations for LSA's work effort.
- Obtain relevant plans, reports, ordinances, and studies applicable to the project.
- Obtain relevant Project Description information, including, but not limited to, preliminary site plans, elevations, construction and operational details, design specifications, drawings, and maps.
- Identify City departments, governmental agencies, and business, environmental, and service organizations that have input vital to the successful completion of the IS.
- Refine the Scope of Work to be performed to satisfy the requirements of the California Environmental Quality Act (CEQA).
- Define communication protocols for requesting information from City staff and the Applicant's team.
- Refine the project schedule, establish protocols for product review with the City staff and the Applicant, and define project milestones and decision points.
- Discuss significance thresholds for use in analyzing potential impacts.

LSA will work with the City to determine the significance criteria based on current community or industry standards, including, but not limited to, the *State CEQA Guidelines*, local guidelines, State and federal regulations (i.e., those of the United States Environmental Protection Agency [EPA], as well as clean water legislation and regulations), and consistency with State and/or local land use planning documents (e.g., the City of Garden Grove General Plan).

Task 2: Technical Analyses

All of the technical scopes below assume two rounds of review by the City and the Applicant. All deliverables will be provided as electronic Portable Document Format (PDF) and Microsoft Word files. The various technical analyses will be submitted for review as they are completed, ahead of the Administrative Draft IS.

Task 2.1: Air Quality and Greenhouse Gas Impact Analysis

The proposed project would generate construction emissions and new vehicle trips in the project vicinity. This increase could contribute to existing air pollution in the South Coast Air Basin and has the potential to exceed regional air emission thresholds established by the South Coast Air Quality Management District (SCAQMD). Demolition and construction activities associated with the proposed project could increase concentrations of particulate matter and could expose nearby sensitive receptors to toxic air contaminants. In addition, the proposed project, through construction and operational activities, would generate greenhouse gas emissions that could cumulatively contribute to global climate change.

Following the SCAQMD's *CEQA Air Quality Handbook* guidelines, LSA will prepare an Air Quality and Greenhouse Gas Impact Analysis to identify existing air quality conditions and potential impacts resulting from the proposed project by undertaking the following subtasks:

- **Describe the Existing Regulatory Framework:** The existing regulatory framework for air quality, which includes existing air quality laws and regulations and the roles of the local agencies (e.g., the California Air Resources Board [CARB], SCAQMD, and City of Garden Grove) will be described.
- **Obtain and Describe the Environmental Setting:** Project setting meteorological and air quality data developed through the CARB and climatological and air quality profile data gathered by the SCAQMD will be utilized for the description of existing ambient air quality. Most recent published air quality data from air quality monitoring stations in the vicinity of the project site for the past 3 years will be included to help highlight existing air quality. Other sources such as regulatory documents, professional publications, and past LSA experience in the project area will supplement background information. LSA will also summarize up-to-date information related to global climate change along with the climate/meteorological conditions in the project vicinity and the State, regional, and local settings.
- **Determine the Project's Consistency with Adopted Plans:** LSA will review adopted plans related to clean air and the reduction of greenhouse gas emissions in the State of California by the SCAQMD and City of Garden Grove, and determine the project's consistency with these plans.

- **Assess Project Construction Emissions:** Construction activities associated with the proposed project would generate increased particulate emissions associated with demolition, site preparation, grading, soil hauling, and other construction activities on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using California Emissions Estimator Model Version 2022.1 (CalEEMod).
- **Assess Project Operation-Period Air Quality Impacts:** The project would generate new vehicular trips within the region. Regional emissions of criteria air pollutants associated with long-term operations from vehicle trips will be calculated with CalEEMod. In addition, emissions associated with stationary sources (e.g., on-site energy consumption and landscaping equipment) will be estimated.
- **Localized Significance Analysis:** A localized significance threshold (LST) analysis will be performed to evaluate the potential impacts on nearby sensitive receptors from construction and operational activity emissions. Construction LST and operational LST impacts will be evaluated using the SCAQMD's LST screening level thresholds.
- **Assess Project Greenhouse Gas Emissions:** LSA will provide a quantitative assessment and qualitative analysis of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, energy consumption, water usage, and solid waste generation and disposal using CalEEMod.
- **Identify Mitigation Measures:** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts to the extent feasible will be identified. Measures established by the SCAQMD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

Task 2.2: Noise and Vibration Impact Analysis

LSA will prepare a Noise and Vibration Impact Analysis consistent with all applicable procedures and requirements of the City and CEQA. LSA will conduct the following tasks to complete this scope of work:

- **Identify City Noise and Vibration Standards:** LSA will review and discuss applicable City noise standards, goals, and policies in the General Plan Noise Element and the Municipal Code for land uses adjacent to the project site. In addition, the report will discuss noise and vibration standards in the 2018 Federal Transit Administration (FTA) *Transit Noise and Vibration Impact Assessment Manual* or Caltrans thresholds, whichever are more stringent, for land uses adjacent to the project site.
- **Evaluate Construction Noise Impacts:** Noise levels generated from project construction will be evaluated based on the equipment expected to be used, its distance to existing adjacent off-site uses, length of a specific construction task, equipment power type (gasoline or diesel engine), load factor, and percentage of time in use. The Federal Highway Administration (FHWA)

recommended equipment noise emission levels will be used to describe construction noise levels in terms of maximum instantaneous noise levels (L_{max}) and hourly equivalent continuous sound levels (L_{eq}). Potential construction noise impacts will be assessed based on the City's Municipal Code and FTA construction noise criteria.

- **Evaluate Construction Vibration Impacts:** Vibration levels generated from project construction will be evaluated based on the equipment expected to be used and its distance to existing adjacent off-site structures. The FTA- or Caltrans-recommended equipment vibration levels will be used to describe construction vibration levels in terms of the peak particle velocity (PPV, measured in inches per second [in/sec]) and the vibration decibel level (VdB) for building damage and human annoyance, respectively. Potential construction vibration impacts will be assessed based on the sensitivity of the area directly adjacent to the project site and the FTA or Caltrans recommendations.
- **Evaluate Aircraft Noise Impacts:** Aircraft noise from nearby airports will be assessed based on the project location, the nearest airports, and the distance from the project site to the nearest airport noise contours.
- **Calculate Traffic Noise Impacts:** Vehicular traffic will be assessed using the FHWA Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). The model input data needed include average daily traffic (ADT) volumes; day/night percentages of automobiles, medium trucks, and heavy trucks; vehicle speeds; ground attenuation factors; and roadway widths. The memorandum will tabulate the 24-hour weighted Community Noise Equivalent Level (CNEL) or day-night average noise level (L_{dn}) along adjacent roadways. LSA will analyze project-related noise impacts on off-site sensitive land uses in the project vicinity.
- **Evaluate Stationary Source Noise Impacts:** Noise levels generated from on-site stationary sources will be evaluated based on the equipment expected to be used and its distance to existing adjacent off-site uses. Potential stationary noise impacts from on-site noise sources will be assessed based on the City's Municipal Code noise standards.
- **Evaluate Operational Vibration Impacts:** Vibration levels generated from on-site sources will be evaluated based on the equipment expected to be used and its distance to existing adjacent off-site uses. Vibration levels will be described in terms of PPV (in/sec) and VdB for building damage and human annoyance, respectively. Potential vibration impacts from on-site sources will be assessed based on the sensitivity of the area directly adjacent to the project site, and FTA recommendations.
- **Identify Noise and Vibration Reduction Measures:** If necessary, LSA will determine measures designed to reduce short-term construction noise and vibration impacts and long-term stationary and mobile source noise and vibration impacts to acceptable levels.

Task 2.3: Traffic Analysis

LSA will prepare a traffic scoping memorandum for review and approval by the City. The purpose of this memorandum is to confirm the scope of services prior to conducting any technical analysis for

the proposed project. LSA does not believe that a full and complete Traffic Impact Analysis (TIA) is required.

LSA will prepare a traffic analysis for the proposed project in response to the Environmental Checklist questions. LSA will assess the proposed project's impacts related to Traffic/Transportation. LSA will evaluate the proposed project against local and regional thresholds for significance and report the findings as part of the IS. LSA will research all applicable City and County programs, plans, ordinances, and policies addressing the circulation systems (including transit, roadway, bicycle, and pedestrian facilities). LSA will address the proposed project's vehicle miles traveled (VMT) per *State CEQA Guidelines* §15064.3, subdivision (b). LSA will address the proposed project's geometric design features (if any) and the adequacy of the site access.

If the City requires data collection, revisions to the traffic analysis, a level of service (LOS) analysis, and/or a TIA, a subsequent proposal will be submitted.

Task 2.4: Tribal Consultation Assistance

While the City is the lead agency under CEQA and is required to lead tribal consultation efforts, LSA will prepare initial tribal consultation letters for the City and will send them to consulting tribes on the City's behalf. Preparation of the project description and City letterhead will be required to complete this effort. Follow up consultation tasks, including participation in consultation meetings, may be completed, with prior approval, on a time-and-materials basis.

Although a records search is typically required for an IS, it is LSA's understanding that a previous records search was conducted in 2019 for the project site. In LSA's experience, a records search is typically valid for 5 years. As such, LSA will rely on the previous records search (results to be provided by the City) for analysis in the IS. If a new records search is required, that effort will be completed, with prior approval, on a time-and-materials basis.

Task 3: Prepare Initial Study

LSA will prepare three drafts of the IS: an Administrative Draft, a Screencheck Draft, and a Public Review Draft. The Final IS will include responses to comments, as necessary, as described below. The IS will also address the General Plan Land Use designation change needed at the project site and four additional properties to increase the maximum allowable FAR from 0.5 to 0.6.

Task 3.1: Administrative Draft IS

LSA will prepare an Administrative Draft IS with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed project, and the study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration (if necessary)
- Technical Appendices

The Administrative Draft IS will be provided to the City and Applicant in electronic PDF and Word format for review and comment. It is assumed that the City and Applicant will review and consolidate all internal comments before they are submitted to LSA. Based on a single set of consolidated and non-contradictory comments from both the City and the Applicant, LSA will amend the Administrative Draft IS and will prepare a second Administrative Draft IS for City/Applicant review. It is assumed that the City and Applicant will review and consolidate all internal comments before they are submitted to LSA.

Task 3.2: Second Administrative Draft IS

Based on a single set of consolidated and non-contradictory comments from the City and the Applicant, LSA will amend the first Administrative Draft IS and will prepare a Second Administrative Draft IS. LSA has allotted time for responding to City and Applicant comments; however, if this task exceeds the cost allotted in the budget due to changes in the Project Description or requests for additional analysis that are not necessary to prepare a legally adequate document, a budget adjustment may be required.

LSA will provide an electronic version of the Second Administrative Draft IS for review by City staff and the Applicant to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide the City and Applicant with an electronic compare version (tracked changes) of the Second Administrative Draft IS. This draft will retain all City and Applicant comments and edits made to the Administrative Draft IS in order to facilitate City verification that all comments have been addressed.

Task 3.3: Public Review Draft IS and Notice of Intent

Once the Draft IS is approved for public review, LSA will distribute up to 10 hard copies of the document and 10 electronic copies of the document (on USB flash drives) to a distribution list for the proposed project that is developed by LSA with City staff input, review, and approval, and to the City for public inspection and the City's files. This distribution list will include responsible agencies and other relevant public agencies. The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, it can be prepared and provided at an additional cost. LSA will also submit electronic copies of the document to the State Clearinghouse CEQA Portal for distribution to State agencies. LSA will require the City to file a permission form with the State Clearinghouse to allow LSA to submit documents to the CEQA Portal on its behalf.

LSA will prepare a Notice of Intent (NOI) pursuant to Section 15072(a) of the *State CEQA Guidelines* regarding the availability of a Draft IS (and related Negative Declaration or Mitigated Negative Declaration) for public review and distribute the NOI to the City's mailing list of responsible and interested agencies. The City will be responsible for publication of the public notice in a general-circulation newspaper. LSA will file the NOI with the County Clerk-Recorder to begin the required public review period. The Applicant will be responsible for providing checks for all necessary filing fees required by the County Clerk-Recorder. LSA will also prepare and file a Notice of Completion (NOC) with the State Clearinghouse.

Task 3.4: Response to Comments/Final IS

LSA will prepare written responses to comments received on the Draft IS that raise substantive environmental issues and then submit the responses for review to the City staff after the close of the public comment period. LSA will confer with City staff and the Applicant to review written comments and comments from any public meetings in order to develop a general framework and strategy for the preparation of responses. Although the specific number of comments that will be received during the review period is impossible to predict, LSA specifies 22 professional staff hours for the preparation of responses to comments, which generally corresponds to approximately 50 individual comments (rather than comment letters) raising environmental issues. If a large number of comments are received or comments require additional technical analysis, a budget augment may be warranted.

Any revisions to the IS will be summarized in a memorandum or marked in the text by a line in the margin. Responses to comments and associated changes to pages of the IS will be submitted to the City for one round of review. LSA's Scope of Work and budget assumes one set of nonconflicting, consolidated comments.

Following the City's approval of the IS, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk-Recorder, which is anticipated to occur after the City Council approves the proposed project. The Applicant shall provide a check for all necessary filing fees to be submitted to the County Clerk-Recorder with the NOD. Once the NOD is filed with the County Clerk-Recorder, LSA will provide the original fee receipt and a copy of the filed NOD to the City for its records. If applicable, the City will submit a request for a No Effect Determination (NED) to the California Department of Fish and Wildlife (CDFW) at the opening of the public review period to allow sufficient time for CDFW staff review.

Upon adoption of the Final IS, LSA will file the NOD with the Orange County Clerk-Recorder on behalf of the City and upload the NOD electronically to the State Clearinghouse CEQAnet website (<https://ceqanet.opr.ca.gov/>).

Task 4: Project Management and Meeting Attendance

This task includes regular and effective coordination among LSA's Project Manager/Principal in Charge, City staff, and the Applicant's team. The Project Management role provides a mechanism to ensure there is an adequate exchange of information during project start-up and preparation of the IS and related technical analyses. This task includes notifying City staff and the Applicant of problems as they are encountered and working expeditiously to resolve problems. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the project team. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with City staff, the City Attorney's office, and the Applicant.

LSA's Project Manager and Traffic Engineer will attend up to two Planning Commission hearings and up to two City Council hearings, plus one additional hearing, if needed. A total of five meetings lasting no longer than 3 hours each have been budgeted in this Scope of Work. LSA assumes that no additional technical staff would be required to attend any team meetings or public hearings.

Any additional meetings beyond the meetings described above will be attended with the City’s prior written approval on a time-and-materials basis.

PROJECT SCHEDULE

Based on LSA’s understanding of the proposed project, preparation of the IS and related technical analyses can be completed within approximately 10 months. LSA recommends that City staff and the LSA Project Manager review the attached schedule and make changes as necessary.

LSA assumes a 2-week review time for City staff and the Applicant’s review of the Screencheck IS in the project schedule. If more than 2 rounds of review for the IS are required, or the comments received are more extensive than anticipated, the schedule and budget would need to be adjusted accordingly.

LSA will aggressively endeavor to keep the proposed project on track. LSA also commits to providing sufficient staff to be available for assignment to the IS. The schedule in Table A, below, reflects a best effort to complete the proposed project in a timely manner while at the same time providing the time and attention necessary to ensure that the highest-quality analysis and products are received. The schedule reflected in Table A assumes receipt of the requisite information and mapping by the estimated Notice to Proceed.

Table A: Schedule

Tasks	Duration
Authorization to Proceed	1 day
Task 1: Project Initiation and Project Description	
Project Kickoff Meeting	1 Day
Project Description Review and Confirmation	2 weeks
Traffic Scoping Memorandum (Part of Task 2.3)	1 week
City Review of Traffic Scoping Memorandum	2 weeks
LSA finalizes Traffic Scoping Memorandum	3 days
Total	5 weeks
Task 2: Technical Analyses	
Task 2.1: Draft Air Quality and Greenhouse Gas Impact Analysis	4 weeks
City Review of the Draft AQ/GHG Impact Analysis	2 weeks
Finalize AQ/GHG Impact Analysis	1 week
Task 2.2: Draft Noise and Vibration Impact Analysis	4 weeks
City Review of the Draft Noise and Vibration Analysis	2 weeks
Finalize Noise and Vibration Analysis	1 week
Task 2.3: Draft Traffic Analysis	3 weeks
City Review of the Draft Traffic Analysis	2 weeks
Finalize Traffic Analysis	1 week
Task 2.4: Tribal Consultation Assistance	TBD (letters to be drafted upon completion of Task 1)
Total	7 weeks
Task 3: Prepare Initial Study	
Task 3.1: Preparation of the Administrative Draft IS	7.5 weeks
City Review of the Administrative Draft IS	3 weeks



Table A: Schedule

Tasks	Duration
Task 3.2: Preparation of the Second Administrative Draft IS	1 week
City Review of the Second Administrative Draft IS	2 weeks
Task 3.3: Publishing of the Draft IS and NOI	1 day
Public Circulation of the Draft IS/Submittal to the SCH with the NOC	30 days
Task 3.4: Preparation of Final IS and Draft Responses to Comments	2 weeks
City Review of the Final IS, Draft Responses to Comments, and MMRP	2 weeks
Revisions to and Finalization of the Final IS, Draft Responses to Comments, and MMRP	1 week
Planning Commission Hearing	1 day
City Council Public Hearing	1 day
NOD Filing	1 day
Total	23 weeks
Complete IS Schedule	10 months

NOC = Notice of Completion
 NOD = Notice of Determination
 NOI = Notice of Intent
 IS – Initial Study
 MMRP = Mitigation Monitoring and Reporting Program
 SCH = State Clearinghouse



PROJECT BUDGET

LSA proposes to accomplish Tasks 1 through 4 as described in the Scope of Work for an estimated fee of up to **\$73,330**, as shown in Table B, below.

Table B: Fee Estimate By Task

Task	Budget
Task 1: Project Initiation and Project Description	\$3,960
Task 2: Technical Analyses	-
Task 2.1: Air Quality and Greenhouse Gas Impact Analysis	\$7,500
Task 2.2: Noise and Vibration Impact Analysis	\$8,300
Task 2.3: Traffic Analysis (including Traffic Scoping Memorandum)	\$17,900
Task 2.4: Tribal Consultation Assistance	\$2,000
Task 3: Prepare Initial Study	\$24,970
Task 4: Project Management and Meeting Attendance	\$7,300
Labor Subtotal	\$71,930
<i>Reimbursable Expenses</i>	<i>\$1,400</i>
TOTAL	\$73,330

The fee will not be exceeded without your authorization. This fee is based on LSA’s past experience related to the level of effort needed to complete the environmental process while maintaining the City’s objectives and the legal adequacy of the work products.

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services provided above.

Reimbursable expenses include mileage for site visits, team meetings, public meetings, and internal printing costs.

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED.

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company

Authorized Signature

Ryan Bensley

Name

Principal

Title

August 13, 2024

Date

Company

Authorized Signature

Name

Title

Date

ATTACHMENT B

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

HOURLY BILLING RATES EFFECTIVE MAY 2024

Job Classification						Hourly Rate Range ^{1,2}
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$190-\$400
Associate	Associate	Associate	Associate	Associate	Associate	\$150-\$250
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$130-\$235
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$100-\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$85-\$130
Office Services						
Marketing						\$110-\$185
Office Assistant						\$110-\$145
Project Accountant						\$110-\$135
Document Management/Technical Editing/Graphics						\$115-\$160

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually and may be adjusted to reflect changing labor costs at LSA's discretion.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Direct costs shall be reimbursed at cost plus 10 percent.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V01817	LSA ASSOCIATES, INC.	Compliant					
		A+g , XV	American Guarantee and Liability Insurance Company	cpo428916500	9/30/2023	9/30/2024	Auto Liability
		A+g , XV	American Guarantee and Liability Insurance Company	AUC428916400	9/30/2023	9/30/2024	Excess Liability
		A+g , XV	American Zurich Insurance Company	cpo428916500	9/30/2023	9/30/2024	General Liability
		A++p , XV	Tokio Marine Specialty Insurance Company	ppk2608629000	9/30/2023	9/30/2024	Professional Liability
		A++p , XV	Tokio Marine Specialty Insurance Company	wc566512500	9/30/2023	9/30/2024	Workers Comp

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers