

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 14th day of June, 2016 by and between San Rafael City Schools, ("District") and Amy Skewes-Cox, Environmental Planning ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide environmental planning services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 14, 2016 and will diligently perform as required and complete performance by February 28, 2017, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Hundred Thirty-One Thousand Two Hundred Seventy-Eight Dollars (\$331,278). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. A detailed labor and expense summary is attached hereto as **Exhibit "B,"** and incorporated herein by this reference.
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
  - 5.1. See **Exhibit "B"** for details.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint

venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

- 7.1. Not applicable.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in meetings as set forth in Exhibit A, and in telephone conference calls as necessary to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
    - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
    - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright,

trademark and/or patent of said matter in the name of the District. Consultant agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action that would impair those rights. Consultant's responsibilities under this Agreement include without limitation, placing proper notice of copyright on all versions of the plans and specifications. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. **Termination.**

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. The foregoing provisions are in

addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected

must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
  - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
  - 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
  - 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
  - 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's

employees and subcontractors and each of their performance.

22.2. Announced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**San Rafael City Schools**  
310 Nova Albion Way  
San Rafael, California 94902

ATTN: Superintendent

**Consultant:**

Amy Skewes-Cox, Environmental Planning  
P.O. Box 422  
Ross, California 94957

Fed Ex to

45 Laurel Grove Ave.  
Ross, California 94957

ATTN: Amy Skewes-Cox

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

Notice to the District shall be directed to the Superintendent, subject to the Superintendent's written direction to Consultant that notice be provided to another individual.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws

of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 2016

Dated: 6/9, 2016

**SAN RAFAEL CITY SCHOOLS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**AMY SKEWES-COX, ENVIRONMENTAL PLANNING**

By: Amy Skewes-Cox

Print Name: Amy Skewes-Cox

Print Title: Sole Proprietor

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Address: P.O. Box 422  
Ross CA 94957

Telephone: 415.203.0454

Facsimile: —

E-Mail: AMYSC@RTASC.COM

Type of Business Entity:

☐ Individual

☒ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**

### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- ☐ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title:

\_\_\_\_\_

District Representative's Signature:

\_\_\_\_\_

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- ☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide the services and work product as described further below.

## **I. INTRODUCTION AND APPROACH**



### **A. INTRODUCTION**

This proposal provides a detailed scope of work to complete an Environmental Impact Report (EIR) on the proposed San Rafael High School Stadium Project as well as the long-term Master Facilities Plan for the high school campus. The lead agency will be San Rafael City Schools (referred to in this proposal as "the District"). In addition to working closely with District staff, we would also work with the District's attorneys and the consultants who prepared the Master Facilities Plan. This proposal identifies individual tasks for each major component of the project, followed by a proposed schedule and cost estimate. We propose that the stadium project be addressed at a project level, as defined by the California Environmental Quality Act (CEQA), and that the Master Plan be addressed at a programmatic level since little detail is available at this time.

We have assembled a highly qualified team who will ensure that the District receives a legally adequate and full disclosure document. We also understand the District's desire to have this EIR used for future CEQA tiering and streamlining. Team members have worked on many campus-related projects and also know the site area well. Ms. Skewes-Cox, who will be the project manager of the EIR, has lived in Marin County for over 33 years. We look forward to an opportunity to work with the District on a challenging project that sets the stage for campus development long into the future.

### **B. PROJECT UNDERSTANDING**

The San Rafael High School campus is located between Mission Avenue, Third Street, Union Street, and Embarcadero Way and is adjacent to residential neighborhoods. Commercial uses are located to the south and west of the campus. San Rafael Creek (also known as San Rafael Canal) is located to the south of the campus, south of Third Street.

In July 2015, the Board of Education approved a District-wide Master Facilities Plan. This plan addresses many schools within the District and creates a road map of improvements to provide safe, well-maintained classrooms, labs, libraries/media centers and instructional technology. San Rafael voters passed Measures A and B to fund a portion of the Master Facilities Plan.

#### **Stadium Project**

The most immediate project that requires evaluation under CEQA is the San Rafael High School stadium, which is proposed for improvements. This stadium project will be addressed at a project level in accordance with CEQA.

The existing fenced stadium is about 6 acres in size, and the grandstands accommodate about 2,550 people (1,550 on the home side with an announcer's booth and 1,000 on the visitors' side). The stadium now has four stadium light poles with metal halide lamps and some security lights. Loudspeakers are now located on two utility poles for use as a public address system. The stadium provides facilities for high school football and track and field and physical education. In recent years, the field has also been used for lacrosse and soccer.

The following are the improvements proposed for the stadium:

- Replace existing natural turf with synthetic turf.
- Replace the existing eight lanes of track with nine lanes of all-weather track.
- Replace existing stadium lights with energy-efficient light-emitting diode (LED) stadium lights.
- Replace the home side grandstand bleachers with an announcer's booth and new bleachers for about 1,400 people.
- Replace the visitor grandstand bleachers with new visitor bleachers for about 500 people.
- Redo the concession stand, scoreboard, public address system, fencing, and storage area.
- Redo the ticket booth.
- Replace utilities such as sewer, water, irrigation, electrical, and data systems.
- Replace furnishings (flagpole, trash receptacles, drinking fountains, football goal posts, soccer goals, discus cage, and signs).
- Replace walkways with accessible walkways.
- Add a new restroom building and a new lighted and landscaped parking area for up to 50 cars and visiting team bus parking. To allow this, up to 12 existing umbrella pine trees would have to be removed and would be replaced with 14 deciduous maple trees.
- Add a new driveway connector to Third Street.
- Add a new welcome plaza for the stadium.
- Add new pedestrian and security lighting, and emergency egress lighting.
- Add new stormwater system to include detention, with ultimate disposal to San Rafael Canal where the site currently drains. A Stormwater Pollution Prevention Plan (SWPPP) would be included with the project.

Long-term plans also include a new visitor team room building and new concession for the Association of Student Body, but we understand that these have not yet been designed and will have to be addressed at programmatic level in the EIR.

The ultimate capacity of the stadium would be reduced from its existing capacity of 2,550 to a final new capacity of up to 1,900. Estimated daily use and times of use will need to be documented as part of the EIR, especially for the traffic analysis. Even though stadium seating is reduced, usage of the facilities is likely to increase.

The project is expected to be constructed in one phase.

## **Master Facilities Plan for San Rafael High School**

The Master Facilities Plan identified improvements for the overall high school campus as well as improvements for many schools within the District. This EIR will address only the high school, and any improvements other than the stadium will be addressed at a programmatic level. Therefore, when future projects are more defined, additional CEQA analyses may be required.

This EIR will address the overall improvements that have been mapped, such as the following:

- New Administration Building
- New kitchen
- New Student Commons
- New building for four CTE Classrooms and AP Art
- New building for science classrooms (to hold Madrone on first floor)
- New building for ceramics, art, bulldog theater, and standard classrooms
- Modernization of weight room
- Addition of wrestling, dance rooms, and classrooms/offices
- New restrooms and changing rooms
- New buildings to provide visible connection to football field

For the EIR analysis, we will request that the District provide as much data as possible on the above projects, such as increased student capacity on the campus, any additional faculty and/or staff, timing of construction, overall mass and height of new buildings, and proposed design features. We will also need to know what buildings might be removed for new construction. We realize that schematic drawings will not be available but will rely on the site plan drawings that call out the specific locations of the above facilities. Any other campus improvements such as stormwater and utility improvements, lighting, and landscaping should also be addressed in a general way for the EIR.

## **Potential Issues of Concern**

As with any campus development, potential environmental impacts are connected to the area of proposed new buildings or other disturbance on the site, as well as the population increase on the campus and the times during which this increase would occur. For example, there may be peak times of usage associated with the stadium that would have associated traffic, noise, and air quality impacts.

The main issues of concern for the stadium changes are expected to be traffic, air quality, noise, hydrology, and visual quality. However, for the Master Facilities Plan components, the EIR will address all CEQA topics that are not dismissed by the Notice of Preparation (NOP) that will be circulated for public review prior to distribution of the EIR. The issues that may be dismissed from discussion in the EIR are the following: agriculture and forestry resources, population/housing, and mineral resources.

Throughout the EIR process, it will be critical that the EIR team acknowledge concerns of District staff and decision-makers, residents, and especially nearby neighbors who may be most affected by the new development. We propose a close working relationship with District staff throughout the process, providing information in a timely way as we unveil potential impacts and develop mitigation measures. We want to ensure that all recommended mitigation measures are workable, feasible, and effective.

## Optional Task

There has been discussion of improving the soccer field on the west side of the campus so that it has an all-weather surface. This improvement would be privately funded and may include a significant increase in daily and weekly usage for sports activities, resulting in traffic impacts that would need to be addressed. It is not yet known if adequate information will be available for this EIR to address this component. Therefore, we have shown this as an optional task in our proposed budget.

## C. APPROACH

Our approach to the preparation of this EIR is based on the team's experience preparing earlier environmental documents for similar school projects.

Our approach is comprised of the following key elements:

**Senior Project Management:** Amy Skewes-Cox, manager for the EIR, has over 34 years of experience in the management of CEQA review for institutional, mixed-use, residential, and commercial projects; Specific Plans; new towns; and a variety of other projects. Most recently, she managed a Program/Project EIR for the College of Marin campus in Kentfield and a similar document for the college's campus in Novato. She also just prepared an EIR for a large elementary/middle school expansion in the City of San Carlos.

**Qualified Team of CEQA Experts:** Ms. Skewes-Cox will be assisted by a team of experts in the fields of traffic, noise, air quality, and other topics. She has worked with all of these firms on recent projects and can ensure that the quality of their work will meet all CEQA requirements. Many of the team members are now working with Ms. Skewes-Cox on the CEQA review for a variety of projects, and also assisted in the EIRs on the College of Marin campuses and the EIR for a new middle school for the San Carlos School District.

**Clear, Objective Environmental Analysis:** Under the direction of Ms. Skewes-Cox, the EIR team will prepare an objective analysis of potential impacts that is useful to the general public as well as to the District.

A key objective will be to produce a legally defensible set of documents that identify ways of lessening potential project impacts and that are technically sound and clearly written. Our approach is based on the entire CEQA team having a clear understanding of all project elements from the very beginning of the project. In this way, important questions can be asked of the applicant, and we can ensure that all relevant issues are assessed. Campus projects are unusual in that not only do the new buildings and site changes have to be assessed, but the usage factor has to be well understood. Hours of use can be quite variable, and there can be peak hours of use that may have critical traffic and noise implications, especially for nearby neighbors.

We understand that the District wants to use this EIR in the future as a way to streamline the CEQA process for Master Facilities Plan projects. We are very familiar with this approach, as it was used in our work for the College of Marin Master Plan EIR. After the initial Program/Project EIR, the College completed Initial Studies and Focused EIRs on specific projects, tiering off the initial Program/Project EIR.

Our team has worked together for many years on a wide variety of CEQA documents. We have established strong protocols for communication and know the issues that need to be shared with the lead agency as the process unfolds. Communication is something we value highly – both within the CEQA team and with our clients.



We also hope to work closely with District staff and the Master Facilities Plan Consultant Team (if possible) to identify data needs as early as possible so that a thorough analysis can be done in a timely way. The provision of adequate information in the start-up phase is always beneficial in this regard. We have identified a list of requested materials in **Appendix A** for this reason.

Finally, our approach includes a strong emphasis on producing a top-quality and clear document readable to the general public. We have an editor who reviews all documents prior to delivery to the District, a skilled word processor who ensures that formatting is consistent and clear, and a graphics artist who creates exhibits that complement the text.

## II. PROJECT TEAM



The EIR will be prepared under the overall direction of **Amy Skewes-Cox**, AICP. Ms. Skewes-Cox will attend meetings and communicate with District staff. She will provide day-to-day management of the environmental review documents and, at the start of the project, will provide the EIR team members with clear guidance related to EIR format and scope to ensure that the documents are produced in a timely way. **Natalie Macris** will edit and review final drafts of all CEQA documents, and will assess utility, service, energy, and recreational impacts. She will also serve as Deputy Project Manager as backup to Ms. Skewes-Cox in dealing with District staff. **Parisi Transportation Consulting** will complete the evaluation of traffic and transportation impacts, including pedestrian and bicycle safety for students. **Environmental Collaborative** will assess potential impacts on biological resources. **LSA** will evaluate potential impacts on archaeological and historical resources, with the assistance of **Interactive Resources** who will evaluate potential impacts on historic structures. **BASELINE Environmental Consulting** will assess hydrology, geology, hazards, air quality, greenhouse gas emissions, and noise impacts. Should the District wish to have any visual simulations, we can retain **Environmental Vision** to include these in the EIR, but simulations are not included in our current scope of work. All of these team members have worked with Amy Skewes-Cox on a wide variety of CEQA documents over the past 15 years.

Ms. Skewes-Cox will establish a contractual arrangement with each of the above subconsultants and will ensure that the subconsultants perform the work described herein. A sample of the subcontract form can be provided if requested by District staff.

### III. WORK PROGRAM



This chapter outlines the detailed work program that the EIR team will follow. The work program and schedule outlined in this proposal are predicated on the following assumptions:

- The Skewes-Cox team will be responsible for public noticing and mailing of environmental documents to the Office of Planning and Research (OPR). The District will be responsible for posting the CEQA documents on the District's website and for distributing the NOP to the surrounding neighbors.
- Any additional technical studies to be prepared by our team beyond those we have identified herein will require revisions to the proposed scope and budget.
- We will submit the necessary number of copies to OPR and assume that CDs (with summary text) will be used for the Draft EIR submittal.
- The project will start on or near June 1, 2016 and be completed no later than April 2017. Should the project extend beyond this period, an adjustment will need to be made to the budget.
- The proposed schedule will be contingent on timely receipt of project description materials and background documents, as well as District staff comments on the various memos, work products, and Administrative Drafts of the NOP, Draft EIR, and Final EIR described in this proposal.
- The proposed schedule may require revisions related to any unexpected delays that are outside of our control.
- Should any changes to the project description occur after work on the EIR is begun, a revision to the proposed scope and budget may be required.
- Any comments on the CEQA documents by District staff will be consolidated into one comment copy to avoid conflicts among comments. Any comments on documents will be done using Microsoft Word and tracking, and will not entail comments in a pdf format.
- The District will provide a clear site plan in pdf format and a written description of the project identifying locations and sizes of all new buildings and sports facilities, uses and hours of use (especially as related to AM and PM peak hours), days and seasons of use, estimated number of new students/staff/faculty, types and sizes of playing fields, landscaping provisions, number of students at full capacity, on-site parking provisions, and access. We would also request a copy of any landscape plans, grading plans, and utility plans if available.

#### **TASK 1. PROJECT INITIATION AND COORDINATION WITH DISTRICT STAFF**

We will begin the CEQA process by meeting with District staff to coordinate the scope of work, deliverables, and schedule, and to determine protocols for contacting all parties. At this time, we will request copies of any new

available project description data and technical information, and address any other relevant CEQA issues. We propose that some members of the CEQA team attend this meeting. In this way, the sharing of information can be described so that it flows smoothly during the EIR preparation. At this kick-off meeting, we can review the proposed schedule and the roles that everyone will play. Communication protocol can also be discussed. We may suggest that the District have the District attorney in attendance at this meeting also, but this can be discussed further.

## **TASK 2. ASSEMBLE BACKGROUND INFORMATION**

We will work closely with District staff and others to assemble a “library” of background materials and will create a list of such materials that can be continually adjusted through the process. This list will identify who on the EIR team has been provided the relevant documents and when any revisions are being made. Documents are expected to include those already completed as part of the Master Facilities Plan process. Any documents relevant to the stadium improvements, such as a geotechnical report and a site drainage plan, will be especially important.

## **TASK 3. SITE VISITS**

An initial site visit by Ms. Skewes-Cox will be coordinated with the start-up meeting (Task 1 above). Many EIR team members will want to do their own site visits (obtaining the necessary permission) for such topics as biology and hydrology. At this time, we are assuming this first site visit will require one-half day and will include District staff. This site visit will allow the EIR team to become familiar with the campus and to ask questions while there. The first site visit will be attended by Amy Skewes-Cox, Natalie Macris, and Kim Butt of Interactive Resources.

## **TASK 4. MEETINGS WITH DISTRICT STAFF**

We assume that at least two meetings (in addition to the start-up meeting) will be required with District staff. At this time, we propose that Amy Skewes-Cox and Natalie Macris attend two meetings on the campus. Additional conference calls can be arranged if these are needed. We assume that each meeting will be 2 hours in duration.

## **TASK 5. REVIEW BASE MAPS AND TECHNICAL STUDIES**

### **A. TECHNICAL STUDIES**

We would request that any background studies be provided at the start of the EIR process. These may include studies undertaken by the Master Facilities Plan Consultant Team such as background data on utilities, geologic conditions, parking, etc. However, we realize that few studies may be available.

### **B. BASE MAPS**

We assume that a number of base maps have been prepared by the Master Facilities Plan Consultant Team and that we would be provided with these in pdf format. We would also request at least two copies of one to two base maps in hard copy, printed at 11 by 17 inches or 24-by-36-inch format if possible.

## TASK 6. PREPARE DRAFT PROJECT DESCRIPTION

Ms. Skewes-Cox, working closely with Ms. Macris, will prepare a detailed project description for review and approval by District staff. Because the EIR will be both a Program EIR and a Project EIR (for specific stadium project), the project description will distinguish between the “program” and “project” aspects of the Master Facilities Plan and explain the level of detail for each. We used this approach in our EIR on the College of Marin campuses.

We assume that digital and hard copies of the following plans (with number of copies needed shown in parens) will be provided in full set scale as background for the project description, if available:

- Base topography (2)
- Grading plan (3)
- Tree removal plans (2)
- Base site plan showing building layouts, access points, parking, landscaping, and playing fields (7)
- Utility plan (2)
- Building elevations (2)
- Landscaping plans (2), especially as related to screening of buildings in areas where significant tree removal is proposed
- On-site vehicle circulation plan (including emergency access) (2)

We would also request digital copies of the above graphics (pdf or Adobe Illustrator format) to be incorporated into the EIR. A full list of data needs is provided in **Appendix A**. Based on materials provided by the District, we will prepare graphics necessary for an adequate project description (e.g., Regional and Project Location, Site Plan, etc.) and for an adequate assessment of environmental impacts. Our budget assumes that all graphics will be 8.5 by 11 inches and black and white, except for up to eight graphics that are assumed to be color graphics that are 8.5 by 11 inches.

The project description section of the EIR will identify the following:

- Size and location of the project site.
- Specifics regarding stadium improvements such as facility changes, hours and days of use, seasonal usage, parking, access, and lighting.
- Access changes such as new driveway on Third Street.
- Defined “area of disturbance” for each new building that includes building envelope (which is assumed to include likely surrounding construction zone).
- General size and height of new buildings (and if available, any proposed elevations or massing drawings).
- Projected on-site student and staff population (both faculty and staff).
- Usage for special events (timing and frequency for such elements as use of the stadium, etc.).
- On-site natural features, such as vegetation.
- Proposed drainage provisions, including on-site detention.
- Revegetation plans and proposed vegetation removal.
- Proposed grading (cut and fill volumes, etc.).
- Lighting plans, if available.

- Alternative energy and energy conservations measures (summarized).
- Access roads and emergency access provisions (external and internal).
- Staging areas for construction and types of construction equipment to be used (needed for noise analysis), and “surge” space that may be needed for relocated classrooms or other facilities, as needed.
- Utility line extensions and new utility corridors (including mapping).
- Total net new area of impervious surface to result from new construction.
- Timing and staging of the project.
- Parking and fencing (with emphasis on total parking to be provided at completion).
- The District’s objectives for the project.
- Summary of required permits.

This task assumes one round of edits after District review, requiring no more than 8 hours of Ms. Skewes-Cox’s time.

Please note that we are requesting that formal District approval of our draft of the project description be completed prior to our starting the EIR analysis. It is critical that the District understands that analysis of the project will have to be redone if the project changes during the EIR process. We would like to minimize changes to the scope of work and budget as much as possible.

## **TASK 7. SCOPING MEETING**

We have included one scoping meeting in our scope of work due to the complexity of the project and the fact that many people may be interested in attending. This meeting would allow the public to comment on CEQA topics that they would like addressed in the EIR. We will make a presentation about the project to be evaluated, using maps provided by the District, and briefly explain the CEQA process and topics to be addressed. The meeting will then be opened to public comments and notes will be taken. These notes will be summarized in the EIR.

We would ask that District staff assist in notification of this meeting and the arrangements for a meeting space. Ms. Skewes-Cox can make the formal presentation related to the EIR. We would suggest that District staff and/or members of the Master Facilities Plan Consultant Team begin with a short presentation on the project itself, but that this presentation be limited to no more than 15 or 20 minutes. This presentation would be followed by Ms. Skewes-Cox explaining the CEQA process and the topics to be addressed. A handout will be provided for those who want to comment in writing rather than orally at the meeting. It is also a good idea to have large-scale drawings of the project on display in the meeting room so that people can view these before and after the meeting. We assume that the scoping meeting will be no more than 2 hours in duration. At this time, we propose that only Ms. Skewes-Cox attend the scoping meetings, but if the District would like additional team members to attend, this can easily be arranged.

## **TASK 8. NOTICE OF PREPARATION**

We will prepare the Notice of Preparation (NOP) for the EIR and make one round of edits based on District comments. We suggest that the NOP not include an Initial Study Checklist, but that it be a one-page summary of the topics to be addressed at both a programmatic and project level. Topics to be addressed in the EIR will be explained very briefly. For those topics that do not apply, the NOP will also provide an explanation of why this is the case.

Digital copies of the administrative draft NOP will be prepared for District staff to review. We will revise the NOP and distribute the public version to the County Clerk and the State Clearinghouse. We assume that the District will be responsible for mailing the NOP to neighbors based on a distribution mailing list that is likely to be available from the City of San Rafael. We have included the cost of printing 20 copies of the NOP. We also assume that the District will post the NOP on the District's website.

At this time, we assume that the EIR will cover all topics except the following topics that will be dismissed in the NOP: agricultural/forestry resources, population/housing, and mineral resources. The issues of growth inducement would be addressed in the CEQA considerations chapter of the EIR. All other CEQA topics will be shown as being addressed in the EIR, with some specific criteria (e.g., aircraft safety) not being addressed because they are not relevant.

The comment period for the NOP will be 30 days. We will incorporate comments received on the NOP into an appendix of the EIR in summary format. The EIR will address NOP comments in the EIR analysis, as appropriate.

## **TASK 9. ADMINISTRATIVE DRAFT EIR**

The EIR team will prepare the Administrative Draft EIR, including all text, graphics, and footnotes, for review by District staff. The content and format of the EIR will be presented to staff early in the process to ensure that the format meets District standards. In particular, the EIR will fully evaluate all standards of significance identified in this document.

We will provide the District with **one digital copy (non-write protected) and five hard copies** of the Administrative Draft EIR. We anticipate that the EIR will evaluate the topics listed below. For each topic, we will clearly identify existing conditions, potential impacts, and reasonable mitigation measures for potentially significant impacts. The Administrative Draft EIR will also include an introduction, a summary chapter (summarizing impacts and mitigation measures), and a project description (see Task 9.A below). As required by CEQA, alternatives to the project will be evaluated as described below. Please note that we would request assistance from District staff in developing possible alternatives to the project. For example, alternative site plans that include fewer new buildings may be considered. The issue of alternatives is addressed further below.

As both a Program EIR and a Project EIR, the document will need to identify impacts and mitigation measures that are appropriate for each level of review. In a similar situation for the College of Marin Master Plan, we focused on the adopted CEQA criteria for the impact analysis but called out specific project-related impacts for those criteria when applicable. Then, mitigation measures were identified as being related to either the entire Master Plan or the specific project.

### **A. PROJECT DESCRIPTION AND SUMMARY**

The ADEIR will include the Project Description (described above) chapter and a Summary chapter that will summarize all the impacts and mitigation measures that have been identified. The topics to be addressed are discussed below.

### **B. LAND USE**

This EIR section will focus on the project's compliance with existing City of San Rafael General Plan policies and zoning regulations. Because the project site is already used for a high school and is designated for such use, land

use impacts are not expected to be significant. Compliance with policies and zoning regulations is also not expected to be of major concern. We propose to identify the project's relationship to these policies and regulations in the EIR, as relevant. Land use compatibility will also be addressed. Ms. Skewes-Cox will complete the following tasks for this EIR section:

- Identify existing land uses at the site and in the immediate environs, including easements owned by any utility district and any other applicable easements.
- Describe applicable planning documents relevant to the project site.
- Assess the compatibility of the proposed changes with surrounding land uses, with secondary impacts being addressed under such topics as visual resources and noise. The reader may be referred to other EIR sections for secondary impacts.
- Prepare a summary identifying the project's relationship to relevant General Plan policies and the need for mitigation measures when conflicts may be identified. Cross-references will be made to other sections of the EIR that have identified policies related to specific topics such as biology, air quality, and other topics.
- Identify mitigation measures as necessary.

### **C. BIOLOGICAL RESOURCES**

James Martin of Environmental Collaborative will perform the background review of available information on biological and wetland resources, and will prepare the biological resources section of the EIR. The site consists of primarily developed campus, but mature trees are present that would qualify as protected trees under the City's Tree Protection Ordinance and may support nesting birds protected under the federal Migratory Bird Treaty Act. Also, it appears that a drainage in the southeastern edge of the campus may be a jurisdictional waters, but this will need confirmation.

The biological resources assessment will entail (1) initial review and compilation of existing information on resources occurring in the campus vicinity, (2) a field reconnaissance survey to confirm existing condition and general location of any sensitive features, and (3) preparation of the biological resource section of the EIR. Tasks will include the following:

- Collect and review existing information on biotic resources in the campus vicinity. Information sources will include environmental documentation for specific development applications in the vicinity, wetlands mapping prepared as part of the National Wetland Inventory, records on occurrences of special-status taxa and sensitive natural communities maintained by the California Natural Diversity Data Base, and information on sensitive or special-status taxa available from the City of San Rafael, the County of Marin, the California Department of Fish and Wildlife (CDFW), and the U.S. Fish and Wildlife Service (USFWS).
- Conduct a field reconnaissance of the site. The field effort will be limited to a 1-day reconnaissance, which should be sufficient to evaluate existing conditions and any sensitive resource areas. No detailed field surveys, tree inventory, or wetland delineation mapping are proposed as part of this scope. Further detailed assessment may be recommended to confirm presence or absence of sensitive resources at specific locations as part of the environmental review process or detailed design development for future improvements if potentially sensitive resources are present.
- Prepare the biological resources section of the Draft EIR. Existing vegetation types, wildlife habitats, potential jurisdictional waters, and any sensitive natural community types on the site will be described, and potential impacts will be assessed. Where appropriate, tables and maps of special-status species and other sensitive resources suspected to occur in the vicinity will be included in the section. The Master Facilities Plan will presumably be self-mitigating through avoidance of sensitive resource areas, supplemental



detailed surveys, and implementation of comprehensive compensatory mitigation programs, if necessary. Where necessary, mitigation will be recommended to address any significant impacts on biological resources.

- Respond to comments on the Administrative Draft EIR, and public comments on the Draft EIR. A total of 4 hours is budgeted to respond to comments. If additional detailed assessment or additional time is necessary to adequately respond to comments on the Draft EIR, this scope may be expanded.

**ASSUMPTIONS:** For purposes of this proposal, the scope assumes that no detailed field surveys, protocol surveys for special-status species, conduct of a jurisdictional wetland delineation, or inventory of trees within the area of potential effect will be required. The scope also assumes that no detailed, compensatory mitigation plan, consultation with resource agencies, or permit application and consultation will be provided.

#### **D. VISUAL RESOURCES**

The project site is within an existing campus location. Proposed new development would generally stay within the campus core. The main visual issue of concern is likely to be increased light and glare, especially if playing fields are lit at night. However, the existing stadium currently has lights and replacement lights would reduce the overall energy use associated with lighting. If there is increased nighttime use of the fields, lighting will be assessed as related to surrounding residential areas.

The level of analysis for this section of the EIR is highly dependent on the level of detail available for proposed buildings when the EIR is begun. At this time, we assume that elevations will not be provided for the projects that will be assessed at a program level of detail, and that the analysis will be generalized, focusing on overall building height and mass as shown in the Master Facilities Plan. The EIR may include mitigation measures related to landscaping if potential visual impacts are identified. Ms. Skewes-Cox will complete the following tasks:

- Document existing visual conditions, using photographs to supplement the text, with photos taken from key viewpoint locations approved by District staff.
- Assess the potential for impacts on scenic vistas and view corridors. Because the site is located within an urbanized area of San Rafael and buildings are primarily infill within the existing campus, new buildings would not be expected to have significant impacts on scenic vistas. New buildings are expected to be in scale with existing campus buildings.
- Identify the potential for increased light and glare from new development, especially as seen from nearby residences. For this analysis, we will especially need information on proposed lighting of fields and hours of operation of fields. Only the net change in lighting will be assessed.
- Document proposed landscaping and evaluate how such landscaping may minimize potential visual impacts of new development. If specific areas for visual screening have not been identified, we will suggest these as part of the recommended mitigation measures and include monitoring for the success of such screening.
- Document visual changes related to the proposed buildings and evaluate how these will relate to on-campus buildings as well as the scale of nearby residential development.

**OPTIONAL TASK:** At this time, our scope of work does not include visual simulations, but we think these are effective tools for the public's understanding of visual impacts. However, such simulations are only likely to be effective for the EIR's project-level analysis of the stadium. If the District desires these, we can adjust our scope of work. Also, this work is highly dependent on the design information available at the time of the EIR.

## **E. GEOLOGY, SOILS, AND SEISMICITY**

BASELINE Environmental Consulting will prepare an analysis of potential impacts related to geology, soils, and seismicity that may result from development of the Master Facilities Plan, including project-level impacts from development of the stadium project.

The San Rafael High School campus is located in a seismically active portion of Northern California, between the San Andreas Fault to the west and the Hayward Fault to the east. Based on current estimates, it is likely that a major earthquake on these or other regional faults will occur during the design life of the stadium and other improvements developed as part of the Master Facilities Plan.

The topography of the campus is flat, eliminating the potential for impacts from landslides or other slope stability concerns. However, soils underlying the campus consist of artificial fill over marine and marsh deposits, which have the potential to liquefy during seismic events, magnifying potential earthquake impacts. The fill and marine deposits may also have the potential to shrink and swell with changes in moisture content, which could damage proposed new buildings, utility lines, and other improvements.

In preparation of the geology, soils, and seismicity section of the EIR, BASELINE will complete the following tasks:

- Describe regional and site-specific geologic and seismic conditions for the campus based on review of available geotechnical reports and other available information.
- Identify sources of regional earthquakes and expected levels of seismic shaking (and related potential for ground failure) at the campus.
- Describe soil conditions (including erosion hazards and shrink-swell potential) at the stadium site and other Master Facilities Plan development areas on the basis of Natural Resources Conservation Service mapping and available geotechnical investigations.
- Describe the regulatory framework for geology, soils, and seismicity, including state laws for seismic safety at school sites, such as the Field Act. Local municipal requirements and policies from the City's General Plan will be summarized.
- Evaluate the stadium project and Master Facilities Plan for compliance with local ordinances and requirements and standard geotechnical principles. Any potential impacts associated with seismicity, slope instability, or unstable soils will be described.
- Draft practical mitigation measures that would reduce or eliminate any identified significant impacts related to geologic, soils, or expected seismic conditions to a less-than-significant level.

## **F. HYDROLOGY AND WATER QUALITY**

BASELINE Environmental Consulting will prepare an analysis of potential impacts related to hydrology and water quality that may result from development of the Master Facilities Plan, including project-level impacts from development of the stadium project. Development under the Master Facilities Plan will be subject to National Pollutant Discharge Elimination Program (NPDES) permitting during construction and operation. The NPDES Construction General Permit requires implementation of Best Management Practices (BMPs) during construction activities, while the Phase II Municipal Stormwater Permit (Phase II Permit) E.12 provisions, implemented locally through the Marin County Stormwater Pollution Prevention Program, require capture and treatment of stormwater prior to discharge to storm sewers. Any stormwater discharges from the site would flow from the City storm drainage system to nearby San Rafael Creek, which discharges to San Pablo Bay. Flooding is also a concern, as much of the

campus, including the stadium project site, is located in a Federal Emergency Management Agency (FEMA)-mapped 100-year flood hazard zone.

In preparation of the hydrology and water quality section of the EIR, BASELINE will complete the following tasks:

- Review available site-specific hydrologic information, including the Stormwater Pollution Prevention Plan and Stormwater Control Plan prepared for the stadium project..
- Using information from site plans and publicly available resources such as the San Francisco Bay Basin Plan, describe regional and site-specific hydrologic and storm drainage conditions in the campus area.
- Describe surface and groundwater quality at the campus, including impairment of San Rafael Creek, a channelized estuary immediately south of the high school.
- Describe the regulatory framework for stormwater quality, including federal, state, and local plans, laws, and regulations. These will include local requirements, including the San Rafael Municipal Code and measures from the City's General Plan related to stormwater protection.
- Qualitatively evaluate changes in runoff volume and quality based on construction of new buildings, roadways, and other improvements as part of the stadium and other Master Facilities Plan developments.
- Describe potential water quality impacts, including discharge of urban pollutants (petroleum hydrocarbons and heavy metals associated with automobile use) from parking areas as part of stadium and other Master Facilities Plan development.
- Draft practical mitigation measures that would reduce or eliminate any identified significant impacts related to hydrology and water quality to a less-than-significant level.

## **G. HAZARDS**

BASELINE Environmental Consulting will prepare an analysis of potential impacts related to hazards that may result from development of the Master Facilities Plan, including project-level impacts from development of the stadium project. Routine hazardous materials uses are not expected to be a potential concern. Likely development under the Master Facilities Plan would not involve significant quantities of hazardous materials during construction or operation, and a review of state and local databases did not identify any hazardous materials release sites at or near the high school likely to affect development. Proposed development would also not likely result in impacts related to other public health and safety concerns, such as wildfire hazards, aviation hazards, and emergency access. The hazards section will focus on specific concerns that apply to school sites, such as State of California school siting laws and regulations and potential hazardous materials concerns associated with artificial turf fields and the crumb rubber fill often used in their construction. In preparation of the hazards section of the EIR, BASELINE will complete the following tasks:

- Review available regulatory agency records to describe known and potential hazardous materials issues at and near the high school campus.
- Describe the existing regulatory framework for public health and hazardous materials, particularly those regulations and programs that may apply to development under the Master Facilities Plan. This will include provisions of the Department of Toxic Substances Control (DTSC) School Siting Program, which requires a hazardous materials evaluation of many new school sites and facilities proposed in California.
- Describe potential hazardous materials concerns associated with artificial turf fields, including crumb rubber fill often used in construction. This will include a discussion of laws and regulations that will apply to the project, including Senate Bill 47, which requires school districts to evaluate alternatives to recycled rubber crumb infill materials for fields constructed after January 1, 2016.

- Describe wildfire hazards in the Master Facilities Plan area, including wildfire hazard areas mapped by the California Department of Forestry and Fire Protection (CAL FIRE).
- Describe emergency response and evacuation plans in the Master Facilities Plan vicinity, as well as existing programs and requirements for emergency response.
- Describe local policies, including policies in the City's General Plan that address hazardous materials and other public health and safety concerns.
- Assess potential public health and safety impacts for future construction workers and future students and workers that could result from Master Facilities Plan development.
- Draft practical mitigation measures to address any identified significant impacts.

## H. TRANSPORTATION AND TRAFFIC

Parisi Transportation Consulting (Parisi) will prepare a transportation and traffic analysis for the proposed project. The scope of the traffic analysis will largely depend on whether there is any increase in peak hour trips, which we do not yet know. Therefore, at this time, we are only proposing that we take counts at up to 12 intersections before school lets out June 9, 2016. It is possible that the City of San Rafael may require up to 20 intersections, but we are assuming at this time that 12 will be adequate.

For the full traffic analysis, we assume that up to 20 intersections will be evaluated for weekday AM and PM peak hour traffic operations, considering the highest peak periods between 7:00 and 9:00 AM and between 4:00 and 6:00 PM. Intersections to be evaluated will be approved by the City of San Rafael and included in the City's Synchro models for existing and for year 2020 (General Plan) conditions.

It is assumed that a total of up to 12 new intersection counts (e.g., six during the AM peak period and six during the PM peak period) will be required, but that the City's Synchro model includes recent counts at all other intersections.

In addition to the study intersections, Parisi will assess the site's driveway for potential ingress/egress needs, including the new proposed egress driveway on Third Street.

Parisi proposes a scope of work that would include the following tasks:

- Participate in an EIR kick-off meeting to ensure that the goals and objectives for the project are understood. Based on the kick-off meeting, Parisi will prepare a revised scope and fee, as appropriate.
- Analyze the existing transportation setting and conditions with the project. The analysis of each scenario will include up to 20 study intersections, the site's driveways, up to 10 distinct roadway links (for peak period traffic volume comparisons), pedestrian and bicycle paths, and mass transit. Subtasks include the following:
  - *Setting (Existing Conditions)*. The description of Existing Conditions will include a thorough description of transportation facilities and operating conditions as well as applicable regulatory requirements and threshold criteria (e.g., Level of Service [LOS]).
  - *Existing plus Project Conditions*. Parisi will add traffic generated by the project to Existing Conditions for analysis pursuant to the recent Sunnyvale CEQA decision (i.e., baseline traffic). The traffic analysis will evaluate study intersections as well as include a qualitative review of bicycle and pedestrian facilities, transit operations, queuing at intersections, access safety, and site plan review. The site's driveways will be reviewed for access needs. All intersection analysis will be performed using the City of San Rafael's Synchro model.

- *Year 2020 Conditions.* Traffic generated by approved and planned projects, and per the City's 2020 General Plan, is assumed to be included in the City's Synchro model. Year 2020 baseline intersection analysis will be conducted.
- *Year 2020 plus Project Conditions.* Traffic generated by the project will be added (one scenario, see below) to the Year 2020 Conditions. The analysis will include study intersections, as well as queuing at intersections.
- *Year 2020 Mitigation Measures.* Mitigation measures will be developed for any project impacts, and the resulting significance after mitigation will be assessed.

Analyze cumulative conditions. Subtasks include:

- *Cumulative No Project Conditions.* A cumulative year (e.g., 2035 or 2040) will be determined based on discussions with the City of San Rafael. Parisi will develop Cumulative baseline AM and PM peak hour Synchro models by adjusting the 2020 models. It is assumed that cumulative conditions will be based on a consistent annual growth rate in traffic for all intersection turning movements.
- *Cumulative with Project Conditions.* Traffic generated by the project (one scenario, see below) will be added to the Cumulative No Project Conditions.
- *Mitigation Measures.* Mitigation measures will be developed for any cumulative impacts, and the resulting significance after mitigation will be assessed.
- Complete the transportation/traffic section of the ADEIR, which will include text with supporting tables, figures, and technical appendices.
- Respond to one set of unified, non-contradictory comments on the ADEIR transportation section and prepare the public review Draft EIR transportation section.
- Assist in responses to transportation-related public comments. Parisi has included time (a total of 16 person-hours maximum) to assist in responses to public comments on the Draft EIR as they relate to the public review Draft EIR transportation section for incorporation into the Final EIR.
- Attend one hearing/meeting before the District Board to answer questions and provide information on traffic impacts and mitigations as needed. District staff may determine this attendance is not required depending on the issues identified in the EIR.
- Manage the transportation elements of the EIR.

**ASSUMPTIONS:** The Parisi scope of services assumes some traffic data collection, but the EIR transportation analysis will also rely on the City of San Rafael's existing and year 2020 Synchro models, the 2020 San Rafael General Plan, and/or other relevant documents. Weekday AM and PM peak hour analysis of up to 20 intersections and 10 roadway segments is assumed. To complete the traffic analysis, Parisi will need to receive in a timely manner current project site plans and descriptions, available City local intersection traffic count data and traffic signal timings, available City Synchro models of local intersections, and a listing of anticipated City transportation improvements in the proposed project vicinity. It is assumed that no changes to the City's baseline Synchro models will be necessary and that all study intersections are included in the models. It is also assumed that cumulative baseline conditions will be evaluated based on a consistent annual traffic growth rate applied to all of the study intersections, i.e., vehicle trip generation will not need to be conducted for each individual potential project planned beyond year 2020.

Parisi will estimate the difference in weekday AM and PM peak hour traffic that could be generated by the change in the stadium/field's uses compared to existing conditions. This difference in vehicle trip generation will be applied to the study intersections and roadway segments. The difference will be based upon the proposed changes in events and participation in events. One scenario per peak period will be evaluated, as approved by the City of San Rafael.

Analysis will not be conducted for periods outside of the weekday AM and PM peak hours, e.g., weekday evenings or weekends.

Only one administrative draft report is assumed. Because it is speculative to estimate the number and nature of transportation-related comments on a Draft EIR, Parisi has made certain assumptions about the level of effort required to assist in addressing such comments. If significant additional effort is needed to address transportation-related comments, Parisi will respectfully ask for a contract amendment at that time. Only those items specifically identified above are included in the scope of services. Parisi will not conduct any additional scope item without prior consultant or District staff approval.

## **I. NOISE**

BASELINE will evaluate the potential impacts related to noise and vibration that may result from implementation of the Master Facilities Plan developments for San Rafael High School, including project-level impacts from development of the stadium project. The primary sources of noise in the high school vicinity include traffic on Third Street, noise from students entering and leaving the campus at the start of classes and after dismissal, and outdoor activities associated with the school such as sports and physical education classes. Potential receptors that may be sensitive to this noise include residential neighborhoods to the north and east. As these residential neighborhoods are at a higher elevation than the school, with little or no intervening structures, these neighborhoods may be particularly sensitive to noise from school activities.

Based on review of available information, potential noise impacts from implementation of the Master Facilities Plan include temporary increases in noise levels during the construction phase of individual projects, noise related to the projected increase in students at the site, and permanent noise from sources such as heating, ventilation, and air conditioning systems. Replacement of the existing stadium public address system could also change the local noise environment. In preparation of the noise and vibration section of the EIR, BASELINE will complete the following tasks:

- Conduct a noise survey for the residential areas around the school site. BASELINE will measure ambient noise levels over 24 hours at up to three locations, as well as measure short-term noise level over 15-minute interval at up to six locations.
- Describe the existing regulatory environment for noise and vibration, including policies contained in the City's General Plan, Noise Ordinance, and any other applicable requirements;
- Determine the significance of any the noise and vibration impacts, both on a project-specific level for the stadium project and at a program level for future projects implemented under the Master Facilities Plan;
- Prepare mitigation measures, as needed, to reduce or eliminate any significant noise and/or vibration impacts to less-than-significant levels for the stadium project, if feasible.
- Prepare generalized mitigation measures, as needed, to reduce or eliminate any significant noise and vibration impacts from future projects implemented under the Master Facilities Plan to less-than-significant levels, if feasible.

## **J. AIR QUALITY AND GREENHOUSE GAS EMISSIONS**

BASELINE will evaluate the potential impacts related to air quality and greenhouse gas emissions that may result from implementation of the Master Facilities Plan at San Rafael High School, including project-level impacts from development of the stadium project. The primary temporary source of air quality and greenhouse gas impacts expected under the Master Facilities Plan would be from head-duty diesel equipment and vehicles used during construction. Construction activities would also generate diesel particulate matter, which could pose adverse health

risks to teachers, students, and others at and near the high school campus. Potential permanent effects on air quality and greenhouse gases would result from the projected expansion of enrollment enabled by Master Facilities Plan development, which could result in significant net incremental increases in criteria pollutant and greenhouse gas emissions during future operations. In preparation of the air quality and greenhouse gas section of the EIR, BASELINE will complete the following tasks:

- Describe existing air quality conditions in the San Francisco Bay Area Air Basin, including the regional climate, meteorology, and topography, as well as existing air pollution sources and ambient air quality conditions.
- Describe the existing regulatory environment for air quality and greenhouse gases, including federal and state ambient air quality standards, greenhouse gas reduction strategies in the April 2009 San Rafael Climate Change Action Plan, policies contained in the City's General Plan, and any other applicable requirements.
- Determine the significance of any air quality and greenhouse gas impacts in accordance the Bay Area Air Quality Management District's CEQA Air Quality Guidance. This evaluation will include both a project-specific analysis for the stadium project and a program-level analysis for future projects implemented under the Master Facilities Plan.
- Prepare mitigation measures, as needed, to reduce or eliminate any significant air quality and/or greenhouse gas emissions impacts to less-than-significant levels from the stadium project, if feasible.
- Prepare generalized mitigation measures, as needed, to reduce or reduce any significant air quality and greenhouse gas emissions impacts from future projects implemented under the Master Facilities Plan to less-than-significant levels, if feasible.

#### **K. PUBLIC SERVICES AND UTILITIES**

The public services and utilities sections will evaluate program-level (Master Facilities Plan) and project-level (stadium) impacts on police and fire protection services, water, sewer, and solid waste disposal services. Evaluation of emergency access provisions will be coordinated with the EIR traffic analysis.

To address impacts on public services and utilities, Natalie Macris will complete the following tasks:

- Compile information on existing public service conditions in the project area through contacts with service agency personnel.
- Identify impacts on public services and utilities based on information from the District and service agency personnel. The evaluation will focus on the possible need for new or physically altered governmental facilities and the physical impacts of constructing these new facilities or facility alterations. The evaluation will consider whether effects on established service ratios, response times, capacity versus projected demand, or other performance objectives would result in the need for new or altered facilities, and whether construction of these facilities would cause significant environmental impacts.
- Recommend mitigation measures as necessary.
- Storm drainage impacts will be addressed in the hydrology and water quality section of the EIR, rather than in the public services and utilities section.

**ASSUMPTIONS:** For purposes of this proposal, it is assumed that the District will provide (1) written descriptions of existing and proposed service and utility features (e.g., water and sewer connections, emergency access, proposed utility relocations); (2) quantified estimates of water demand, sewage generation, and solid waste generation for

Master Facilities Plan and stadium development, including during project construction; (3) written description of any measures included in the Master Facilities Plan or stadium project to limit water demand and sewage or solid waste generation; and (4) written description of any measures included in the Master Facilities Plan or stadium project to avoid impacts on utilities in the vicinity.

## **L. PARKS AND RECREATION**

Natalie Macris will complete the following tasks for this EIR section:

- Describe existing parks and recreation facilities in the vicinity, including existing facilities on the project site.
- Analyze Master Facilities Plan and stadium project impacts on parks and recreational facilities, including any facilities included in the Master Facilities Plan along with the potential for physical deterioration of existing facilities and requirements for new facilities to serve the proposed development.
- Recommend mitigation measures for any potentially significant impacts.

**ASSUMPTIONS:** For purposes of this proposal, it is assumed that the District will provide a written description of existing and proposed on-site recreational features.

## **M. ENERGY RESOURCES**

Natalie Macris will prepare the energy resources section of the EIR, based in part on information provided by BASELINE. The section will evaluate the potential for the Master Facilities Plan to have significant impacts on energy resources. The analysis will address issues suggested in CEQA Guidelines Appendix F (Energy Conservation), as feasible and appropriate: (1) the Master Facilities Plan's energy requirements and its energy use efficiencies by amount and fuel type for each stage of development, (2) the effects of Master Facilities Plan development on local and regional energy supplies and on requirements for additional capacity, (3) the effects of Master Facilities Plan development on peak and base period demands for electricity and other forms of energy, (4) the degree to which the Master Facilities Plan complies with existing energy standards, (5) the effects of the Master Facilities Plan on energy resources, and (6) the Master Facilities Plan's projected transportation energy use requirements and its overall use of efficient transportation.

The energy resources analysis will be at the program level only (i.e., only for the overall Master Facilities Plan). For purposes of this proposal, it is assumed that the proposed new stadium would reduce energy use, compared to existing conditions, and therefore will not require project-level analysis.

Tasks to be completed by BASELINE, depending on data provided by the District, will include the following:

- Qualitatively describe short-term construction-phase Master Facilities Plan energy use based on District-provided construction schedules and proposed equipment.
- Estimate mobile energy consumption based on Master Facilities Plan vehicle miles traveled (VMT) using CalEEMod and the Master Plan trip generation. This mobile energy consumption estimate will be converted to gallons of gasoline and/or diesel fuel. This estimate will be largely based on increases in student population.
- Estimate Master Facilities Plan energy usage in terms of British thermal units (Btu) and kilowatt hours (kWh) using CalEEMod and Master Facilities Plan-specific information. This estimate will be largely based on increases in student population.

Tasks to be completed by Natalie Macris will include the following:



- Compile information on existing gas and electrical facilities in the project area through contacts with PG&E personnel.
- Identify impacts on energy resources by evaluating Master Facilities Plan-proposed energy-saving features, projected energy consumption and VMT (using information provided by BASELINE), consistency with applicable energy efficiency policies and standards, and the potential need for new energy supplies or facilities.
- Recommend mitigation measures as necessary.

**ASSUMPTIONS:** For purposes of this proposal, it is assumed that the District will provide (1) written descriptions of any proposed energy-saving features; (2) written description of proposed connections to and any proposed relocation of existing gas or electrical facilities; and (3) written description of any measures included in the Master Facilities Plan to avoid impacts on gas and electrical facilities in the vicinity.

## **N. CULTURAL AND HISTORICAL RESOURCES**

Qualified staff with LSA and Interactive Resources will prepare the cultural resources section of the EIR. The cultural resources section of the EIR will (1) describe the prehistoric, ethnographic, historical, and paleontological settings of the project site; (2) document whether all or part of the existing campus qualifies as a "historical resource" under CEQA (CEQA Guidelines Section 15064.5(a)); and (3) evaluate potential impacts on cultural resources that may result from the proposed project. Cultural resource technical specialists will use available studies whenever possible. This proposal assumes that there are no archaeological or paleontological resources at the project site that will require recordation or evaluation.

The following specific tasks will be completed:

**Conduct Records Searches and Literature Review.** LSA will conduct a records search at the Northwest Information Center at Sonoma State University to identify previously recorded cultural resources within, and cultural resource studies of, the project site. LSA will also request a review of the Native American Heritage Commission (NAHC) Sacred Lands File to identify sites of Native American concern in or adjacent to the project site. LSA and Interactive Resources will review appropriate literature to document the historical, ethnographic, archaeological, and paleontological contexts of the project site.

**Conduct Site Visit.** A qualified archaeologist with LSA and a qualified architectural historian with Interactive Resources will conduct one site visit to observe and photograph the existing conditions. They will note the built environment, campus layout and historic features, as well as the natural, historic, and modern modifications of the topography and the overall landscape of the campus.

**Complete Historic Resource Evaluation.** Interactive Resources will undertake a historic resource evaluation of the campus' built environment. Based on the records search, archival research and site visit, a determination will be made of the historic eligibility of the campus and its buildings.

**Describe Relevant Laws, Regulations, and Policies.** Relevant local and state cultural resource laws, regulations, and policies will be summarized in the EIR.

**Identify Potential Impacts.** The Master Facilities Plan and associated technical studies will be reviewed to identify and describe potential project impacts on cultural resources.

**Develop Mitigation Measures.** As appropriate, mitigation measures will be provided to avoid or to reduce the severity of significant cultural resource impacts.

**Respond to Comments.** Cultural resources staff will respond to the following: (1) one set of non-contradictory District staff comments on the Administrative Draft EIR, and (2) public comments on the Draft EIR.

**OPTIONAL TASK (NATIVE AMERICAN CONSULTATION ASSISTANCE):** Assembly Bill 52 (AB 52), which became law January 1, 2015, now requires that local agencies formally consult with recognized California Native American Tribes during the CEQA process. Prior to the release of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, the District must initiate consultation with tribes that are traditionally and culturally affiliated with the geographic area of the proposed project if (1) the tribe requested of the District, in writing, to be informed through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and (2) the tribe responds, in writing, in 30 days of receipt of the formal notification of a proposed project and requests consultation with the District (Public Resources Code Section 21080.3.1(b)). If the District has not received a request from a tribe to be notified of projects pursuant to AB 52, consultation is not required. However, should the District have received such a request, LSA can assist the agency with its Native American consultation requirements, pursuant to AB 52. Therefore, we propose the following optional scope of work to comply with AB 52:

Pursuant to the AB 52 provisions, and on behalf of the District,<sup>1</sup> LSA will draft a letter for District mailing on official letterhead to designated tribal representatives describing the proposed project and providing a formal notification of the 30-day opportunity to request consultation.

If a tribe requests consultation in response to the District's letter, LSA will, at the District's discretion, attend one meeting (not to exceed 4 hours) with District staff and a tribal representative to discuss the project's potential impacts on, and appropriate mitigations for, tribal cultural resources.

## **O. ALTERNATIVES**

CEQA requires that alternatives to the project be evaluated. These alternatives must have fewer and/or reduced impacts as compared to the proposed project. We propose that the following three alternatives be considered for evaluation in the EIR at a level of detail specified by the CEQA Guidelines:<sup>2</sup>

No Project Alternative (assumes no change from existing conditions), which is mandated by CEQA;

Reduced Scale Alternative (may possibly assume some reduction in the number of new buildings or possibly a reduction in the number of new on-site students or specific events); and

Redesigned Alternative (may include a reconfiguration of some buildings to result in fewer environmental impacts).

The environmentally superior alternative will be identified. If the District would like additional or different alternatives included, this can easily be arranged. It will be important to compare the alternatives to the District's objectives identified in Chapter 1 of the EIR.

## **P. GROWTH INDUCEMENT AND CUMULATIVE IMPACTS**

We will assess the growth-inducing effects of the proposed project on the general site area and the city as a whole. The analysis will include consideration of existing and projected development patterns in the vicinity, along with any existing land use controls that would limit growth inducement.

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<sup>1</sup> Please note that LSA will make the initial contact with the tribes on behalf of the District and will assist with, but cannot wholly assume, the formal government-to-government consultative responsibilities during the consultation. We recommend that the District remain the lead point of contact after notification.

<sup>2</sup> No detailed traffic modeling is assumed in the proposed budget for the alternatives evaluation.

The cumulative impacts of the project will be addressed for each topic of the EIR. We will request information from the City of San Rafael about other proposed or permitted projects that may not yet be developed in the area around the San Rafael High School campus.

#### **Q. OTHER ISSUES**

The EIR team will complete the other required CEQA assessment conclusions regarding significant and unavoidable impacts and significant irreversible environmental changes.

### **TASK 10. PUBLIC DRAFT EIR**

After receiving District comments, we will make any final changes to the Administrative Draft EIR (ADEIR) requested by District staff to produce the Public Draft EIR. We assume that all District comments will be consolidated into one comment copy (to avoid conflicts among commentors). We would request that the District's CEQA attorney take part in review of the ADEIR.

One screencheck copy of the Public Draft EIR will be submitted for District approval prior to printing. We will submit one electronic (Microsoft Word 2010) non-write protected copy, 25 bound copies, and 20 CDs with the Public Draft EIR in pdf format (including graphics). We will also identify the cost per copy (for both CDs and hard copies) if these exceed the budget we have set aside for this task.

### **TASK 11. NOTICE OF COMPLETION**

We will prepare the Notice of Completion (NOC) for submittal to the State Clearinghouse and County Clerk. We will also submit the required number of EIRs to the State Clearinghouse in CD format. We assume that the Public Draft EIR will be distributed to other interested parties by District staff. We can make additional CDs and hard copies upon request. We would ask that the District file the NOC with the County Clerk; however, we can adjust our scope of work to include this task if requested to do so by the District. The NOC must be filed at the beginning of the EIR 45-day review period.

### **TASK 12. PUBLIC HEARING**

Amy Skewes-Cox will attend one public hearing, if requested, during and/or after the public review period for the Draft EIR. This hearing is assumed to be before the District's Board. Mr. Parisi is the one other team member who will attend this hearing to address traffic issues if they are mentioned.

We recommend that a court reporter be present to record the proceedings. In this way, the Final EIR can address all oral comments. At this time, we have not included the cost of a court reporter in our proposed budget.

### **TASK 13. ADMINISTRATIVE DRAFT FINAL EIR**

After the public comment period for the Draft EIR, we will produce the Administrative Draft Final EIR, including an introduction outlining the Final EIR purpose and contents, responses to all comments received during the comment period, and a section on changes to the Draft EIR text. We will provide the District with one electronic (Microsoft Word 2010) non-write protected copy and five hard-copy prints of the Administrative Draft Final EIR. We assume that

a rewrite and reprinting of the entire Draft EIR will not be done, but that the Final EIR will be an Addendum to the Draft EIR.

It is very difficult to anticipate the number of comments to be received. At this point, our budget assumes responding to up to 35 letters, or a maximum of 100 distinct comments, whichever is less. We assume that some comments can have a standard response that is applicable to repetitive comments, and propose "Master Responses" for this reason. The hours shown in the proposed budget are our best estimate of the time required. However, should the comments substantially exceed our estimate, we would request that a budget adjustment be made for this task.

Parisi has budgeted 16 hours to prepare responses to transportation-related comments on the Draft EIR. Some of this time may be used to work with the Master Facilities Plan Consultant Team's traffic consultant to develop certain responses, ensuring an accurate and robust response. Depending on the number and complexity of transportation comments received, a budget adjustment may be needed.

#### **TASK 14. FINAL EIR**

We will make any final changes to the Administrative Draft Final EIR requested by District staff to produce the Final EIR, which will consist of the comments and responses along with revisions to specific sections of the Draft EIR text. The Final EIR is assumed not to include all the text (as revised) of the Draft EIR. We will submit one electronic (Microsoft Word 2010) non-write protected copy, 25 bound copies, and 20 CDs with the EIR in pdf format (including graphics). At this time, we assume that District staff will distribute the Final EIR.

#### **TASK 15. MITIGATION MONITORING AND REPORTING PROGRAM**

The Mitigation Monitoring and Reporting Program (MMRP) will include all mitigation measures identified in the EIR. The MMRP will be a stand-alone document and will also be incorporated into the Final EIR. Ten hard copies and one digital copy of the MMRP will be provided to the District. Alternatively, the MMRP can be integrated into the Final EIR.

#### **TASK 16. DRAFT AND FINAL FINDINGS**

At this time, we assume that the District's attorney will prepare the necessary Findings for adoption of the EIR. This task is not included in our scope of work.

#### **TASK 17. NOTICE OF DETERMINATION**

Once the project is formally approved by the District, we will prepare the Notice of Determination (NOD) (to be filed within 5 days of approving the project). We assume that District staff will file the NOD with the County Clerk. However, we can easily adjust our scope of work to include this task if preferred by the District.

## **TASK 18. PROJECT MANAGEMENT AND WORKING WITH DISTRICT AND MASTER FACILITIES PLAN CONSULTANT TEAM**

Amy Skewes-Cox will have primary responsibility for project management, with assistance from Natalie Macris as her Deputy Project Manager. Project management includes the following:

- Finalizing the contract with the client;
- Finalizing subcontracts with team members;
- Communicating with District staff and team members throughout the EIR process;
- Scheduling with team members and the client;
- Invoicing; and
- Disseminating project drawings and information to all team members.

This task also assumes that Ms. Skewes-Cox will attend at least four meetings with District staff, and that Ms. Macris will attend at least two meetings. Each meeting is assumed to be no more than 2 hours in duration. Ongoing phone calls and email correspondence are included in this task.

The budget for Parisi Transportation Consulting assumes attendance at one staff-level meeting. Additional meetings could be attended with a budget adjustment.

### III. PRODUCTS, MEETINGS, AND SCHEDULE



#### A. PRODUCTS AND MATERIALS TO BE PROVIDED BY EIR CONSULTANT

We will submit the following products to the District:

1. Draft Project Description: Two hard copies and one electronic, non-write protected copy.
2. Administrative Draft Notice of Preparation (NOP) and Checklist: digital copies only.
3. Public Review Draft NOP and Checklist: 20 hard copies, and one digital copy.
4. Administrative Draft EIR: One electronic (Microsoft Word 2010) non-write protected copy and five bound copies.
5. Public Draft EIR: One electronic (Microsoft Word 2010) non-write protected copy, 25 bound copies, and 20 CDs with the EIR in pdf format (including graphics).
6. Administrative Draft Final EIR: One electronic (Microsoft Word 2010) non-write protected copy and five bound copies.
7. Final EIR: One electronic (Microsoft Word 2010) non-write protected copy, 25 bound copies, and 20 CDs with the EIR in pdf format (including graphics).
8. Mitigation Monitoring and Reporting Program: One electronic (Microsoft Word 2010) copy and 10 hard copies.
9. Notice of Preparation, Notice of Completion, and Notice of Determination: Four hard copies of each, and one digital copy of each.

#### B. MEETINGS AND HEARINGS

Amy Skewes-Cox will attend four total meetings, one scoping meeting, and one public hearing. Optional meetings could be attended on a time-and-materials basis. Other team members will attend meetings as discussed in the scope of work above.

#### C. SCHEDULE

Our proposed work schedule for the EIR is shown in **Table 1**. Compliance with the schedule is highly dependent on the timely submittal of the required information listed above and review comments by District staff. The schedule assumes a start date of **June 14, 2016**. At this time, we are not expecting significant unforeseen delays. However, if the project does not terminate by April 2017, we would request a budget augmentation if unexpected delays are caused.

**TABLE 1****Schedule for San Rafael High School Project/Program EIR****Prepared June 6, 2016**

<b>Task</b>	<b>Calendar Days to Complete</b>	<b>Start Date</b>	<b>Completion Date</b>
Project Start-Up: Authorization to Proceed	0	6/14/2016	6/14/2016
Project Kick-Off Meeting and Site Visit	5	6/14/2016	6/19/2016
Project Description Prepared and Notice of Preparation (NOP) Submitted for District Staff Review	14	6/19/2016	7/3/2016
District Staff Reviews Draft Project Description and NOP	7	7/3/2016	7/10/2016
Finalize Project Description and NOP	7	7/10/2016	7/17/2016
Distribute NOP for public review (30 days)	30	7/10/2016	8/9/2016
Hold Scoping Meeting (exact date to be determined but soon after NOP released)		TBD	
Parisi Prepares Traffic Data for Air/Noise Analysis (traffic counts before June 9)	40	7/17/2016	8/26/2016
<b>All EIR sections</b> completed and submitted to Skewes-Cox	55	7/17/2016	9/10/2016
Administrative Draft EIR Finalized (allows adequate time after NOP comments returned)*	14	9/10/2016	9/24/2016
District Reviews Administrative Draft EIR and submits comments to A. Skewes-Cox	21	9/24/2016	10/15/2016
Prepare Draft EIR	14	10/15/2016	10/29/2016
EIR Printed and Submitted for Public Review	5	10/29/2016	11/3/2016
Public Review of EIR (45 days minimum) (additional days added due to holidays)	65	11/3/2016	1/7/2017
Prepare Admin. Final EIR	21	1/7/2017	1/28/2017
District Reviews Admin. Final EIR	14	1/28/2017	2/11/2017
Prepare Final EIR and MMRP for public distribution	14	2/11/2017	2/25/2017
Certification of FEIR (to be determined -estimated to be <b>March 2017</b> )			
* If NOP comments result in requiring revisions to the ADEIR, the schedule will change.			

**EXHIBIT "B"**  
**SUMMARY OF SCHEDULE AND FEES**

Project Initiation																			
	Prin.	Planner	Traffic	Traffic	Traffic	Traffic		Hyd/ Hazards	Hydr/ Geo	Noise	Air/ GHG	Cult.	Cult.	Cult.	Historic				
	(AS-C)	(NM)	Prin.	Sr. Cons	Assoc Cons.	Tech.	Bio.	Base-line	Baseline	Baseline	Base- line	LSA	LSA	LSA	Inter Res.	Graph.	Word	Total	Total
Hourly Rate	\$215	\$125	Parisi \$245	A. Lee \$155	P. Amuyunzu \$120	Slayton \$95	J. Martin \$145	B. Abelli- Amen \$205	T. Taylor \$155	J. McCarry \$180	P. Sutton \$160	Pulcheon \$155	Jones \$115	GIS \$110	Butt \$125	\$90	Proc. \$90	Hours	TEAM Dollars
1 Project Initiation	8	6	4		4	4												26	\$4,310
2 Assemble Bkgmd Information	6																	6	\$1,290
3 Site Visits	3	4		4	8		4											23	\$3,305
4 Meetings with District and Team	10	10	4	8	4			4					4		4			48	\$7,880
5 Review Base Maps and Studies	5	5		4	8													22	\$3,280
6 Prepare Draft Project Des.	16	5														10	4	35	\$5,325
7 Review of Studies	6																	6	\$1,290
8 Scoping Meeting	4			4												2		10	\$1,660
9 Notice of Preparation	8															2	3	13	\$2,170
10 Admin. Draft EIR																			
Introduction	2																1	3	\$520
Summary	6																1	7	\$1,380
Project Description (refined)	2															8	2	12	\$1,330
Aesthetics	10															4	1	15	\$2,600
Cultural Resources	2											4	38	2	44	3	2	95	\$11,590
Hydrology	3							2	40								2	47	\$7,435



Project Initiation																			
	Prin.	Planner	Traffic	Traffic	Traffic	Traffic		Hyd/ Hazards	Hydr/ Geo	Noise	Air/ GHG	Cult.	Cult.	Cult.	Historic				
	(AS-C)	(NM)	Parisi	A. Lee	Assoc Cons.	Tech.	Bio.	Base-line	Baseline	Baseline	Base- line	LSA	LSA	LSA	Inter Res.	Graph.	Word	Total	Total
Hourly Rate	\$215	\$125	\$245	\$155	P. Amuyunzu \$120	Slayton \$95	J. Martin \$145	B. Abelli- Amen \$205	T. Taylor \$155	J. McCarry \$180	P. Sutton \$160	Pulcheon \$155	Jones \$115	GIS \$110	Butt \$125	\$90	Proc. \$90	Hours	TEAM Dollars
Geology & Soils	2							2	32								3	39	\$6,070
Hazards	2							2	32								1	37	\$5,890
Transportation and Traffic	6		72	128	220	48											1	475	\$69,820
Noise	2							2		60							1	65	\$11,730
Public Services	2	30															1	33	\$4,270
Land Use and Planning	20															3	1	24	\$4,660
Air Quality and Greenhouse Gas Emissions	2									52	40						1	95	\$16,280
Biological Resources	2						32	4								2	1	41	\$6,160
Population and Housing	0																1	1	\$90
Public Utilities	2	30															1	33	\$4,270
Energy	2	25								20							1	48	\$7,245
Alternatives	12																2	14	\$2,760
Cumulative and CEQA Considerations	8															2	4	14	\$2,260
Admin. EIR Assembly and Proofing	16	25														3	24	68	\$8,995
11 Public Review Draft EIR	20	20	12	16	24	8		2	8	12	8		1		1	2	16	150	\$22,810
12 Notice of Completion	5																	5	\$1,075
13 Public Hearing	6		8	8														22	\$4,490
14 Admin. Final EIR	40	20	8	16	24	8	4	2	8	12	8		2		2	4	12	170	\$26,770
15 Final EIR	20	10	6	8	12	4										1	8	69	\$10,890

Project Initiation																			
	Prin.	Planner	Traffic	Traffic	Traffic	Traffic		Hyd/ Hazards	Hydr/ Geo	Noise	Air/ GHG	Cult.	Cult.	Cult.	Historic				
	(AS-C)	(NM)	Prin.	Sr. Cons	Assoc Cons.	Tech.	Bio.	Base-line	Baseline	Baseline	Base- line	LSA	LSA	LSA	Inter Res.	Graph.	Word	Total	Total
Hourly Rate	\$215	\$125	Parisi	A. Lee	P. Amuyunzu	Slayton	J. Martin	B. Abelli- Amen	T. Taylor	J. McCarry	P. Sutton	Pulcheon	Jones	GIS	Butt	\$90	Proc. \$90	Hours	TEAM Dollars
16 MMRP	6			4	8													18	\$2,870
17 Draft and Final Findings	0																	0	\$0
18 Notice of Determination	5																	5	\$1,075
19 Project Mgmt	48	10	16	24									3		1			102	\$19,680
HOURS TOTAL	319	200	130	224	312	72	40	20	120	156	56	4	48	2	52	46	95	1,896	
PROJECT INITIATION	\$68,585	\$25,000	\$31,850	\$34,720	\$37,440	\$6,840	\$5,800	\$4,100	\$18,600	\$28,080	\$8,960	\$620	\$5,520	\$220	\$6,500	\$4,140	\$8,550	\$295,525	\$295,525

Direct Costs and Expenses	
Deliveries and Communications	\$100
Travel	\$100
Maps, plans, reports	\$100
Photographic products	\$0
Report reproduction	\$6,175
<i>Subtotal Direct Costs and Expenses (not including subconsultant direct costs)</i>	\$6,475
<i>Administrative Fee for Direct Costs and Subconsultants (10 percent)</i>	\$22,728
<b>Cumulative Total (Labor Cost Plus Direct Costs and Expenses, including subconsultant direct costs below)</b>	<b>\$324,728</b>
Subconsultants Direct Costs	
Parisi Transportation Consulting	\$6,000
BASELINE	\$50
Env. Collaborative	\$50
LSA Associates	\$400
Interactive Resources	\$50
<b>Total Subconsultants Direct Costs</b>	<b>\$6,550</b>
Total Team Budget	
<b>Contract Total</b>	<b>\$331,278</b>
Optional Costs	
AB 52 work by LSA	\$1,000

Note: Hourly rates are rounded to the nearest dollar in the rates column which offsets total costs.