



Item No. 13 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: NEAL J. MARTIN, TOWN PLANNER

DATE: AUGUST 21, 2013

**SUBJECT: CARTAN FIELD IMPROVEMENT PROJECT – FIRST AMENDMENT TO
LAMPHIER-GREGORY AGREEMENT**

RECOMMENDATION

It is recommended that the City Council approve the First Amendment to the Lamphier-Gregory agreement which expands the scope of services to provide additional services and adds \$21,518 to the compensation, and authorize the City Manager to execute the amendment.

BACKGROUND

On November 28, 2012 the City Council approved a Professional Services Agreement with Lamphier-Gregory for preparation of an Environmental Impact Report (EIR) related to the Cartan Field Improvement Project. The maximum amount of compensation approved in the agreement was \$197,328. The applicant, Menlo School and Menlo College has deposited the entire compensation amount with the Town.

DISCUSSION

During preparation of the draft Environmental Impact Report for the Cartan Field Project it became evident that certain additional work would be required that was not contemplated in the initial Scope of Work. Those additional items included payment to the City of Menlo Park for traffic data, additional visual modeling, full historical assessment for the on-site stable, and additional noise assessment to address previous alternative plans. Those items were authorized administratively from the contingency budget included in the original cost estimate.

The current request involves the additional items listed below:

1. Noise Sub-consultants RGDL: Additional noise modeling to assess the current and proposed conditions with respect to an alternative site plan and a proposed revised noise ordinance provision. The additional budget requested for this item is \$4,840.
2. Lamphier-Gregory: Attendance at two out-of-scope meetings related to the noise reduction

alternative. Additionally, the additional noise assessment will need to be incorporated into a revised Alternatives chapter for the EIR. The noise ordinance amendment proposal will also need to be evaluated and incorporated. The additional budget requested for this item is \$5,000.

3. Cultural Sub-consultants WSA: Additional work associated with cultural resources that was not originally contemplated was required of WSA. The additional budget requested for this item is \$1,100.
4. Arborist, HortScience: Additional coordination with the applicant related to recommendations for changes in treatment prior to construction activities and requirements for detailed plan stages have pushed HortScience over budget. The additional budget requested for this item is \$578.
5. Contingency Budget Replenishment: An additional \$10,000 is requested in order to replenish the contingency budget that was used for the additional items described above.

Staff has prepared the attached First Amendment to the Agreement for City Council consideration which authorizes the additional work and increases the budget by \$21,518. Total new budget would be \$218,846.

FISCAL IMPACT:

Costs associated with this project are paid for by the project applicant. The funds have already been deposited with the Town of Atherton Finance Department.

Prepared by:

Approved by:

Neal J. Martin
Town Planner

George Rodericks, City Manager

Attachments:

1. *Consultant Services Agreement, November 28, 2012*
2. *Draft First Amendment to the Professional Services Agreement by and Between the Town of Atherton and Lamphier-Gregory*
3. *Lamphier-Gregory Letter, Re; Contract Amendment Request – Cartan Field Environmental Analysis, Expanded Assesment of Alternative and Replenishment of Contingency Budget, July 17, 2013*

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2012 by and between the TOWN OF ATHERTON ("Town") and LAMPHIER-GREGORY ("Consultant").

RECITALS

WHEREAS, Town desires to obtain professional environmental analysis and reporting services in connection with the proposed Cartan Field Upgrade Project; and issued a Request for Proposals with requirements (Exhibit F); and

Whereas Consultant responded to this RFP with its proposal and plan to fulfill all required aspects of the required work (Exhibit E); and

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, all of the costs associated with this Agreement shall be paid out of a deposit made to the Town by Menlo School and Menlo College; and

WHEREAS, the above cited deposit is made pursuant to a Reimbursement Agreement between the Town and Menlo School and Menlo College that provides for reimbursement of environmental consultant and Town staff services; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his designee shall represent Town for all purposes under this Agreement as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant hereby assigns Scott Gregory, Principal to have overall responsibility for the progress and execution of this Agreement, he agreed to be a key person and not subject to change or substitution without the written permission of the Project Manager, and his agreements are binding;

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its Project Manager may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, and if the amount of time required to perform the amended Scope of Work exceeds that set forth in this Agreement, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Project Manager. Failure of Consultant to secure the Project Manager's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of compensation.

B. Time of Performance. The Services are to commence on or after November 29, 2012 and must be completed not later than December 31, 2013. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Any changes to the Schedule of Performance required by the Project Manager made in good faith shall not result in any changes in compensation due Consultant, and Consultant agrees to hold harmless and indemnify Town from any damages as a result of any such extension of the Schedule of Performance.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the highest standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed One Hundred Ninety Seven Thousand Three Hundred Twenty Eight Dollars (\$197,328.00) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory or incomplete work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly invoices reflecting work performed since the last payment or after submission of the initial invoice in the first instance. Town shall make payment in full, within thirty (30) days after approval of the invoice by the Project Manager which shall not be unreasonably withheld.

B-1 Audit right. Town shall have up to 24 months following completion of this contract for the purposes of auditing supporting records for any invoice period. Any such audits will be announced and scheduled within two weeks of notification of intent to audit by Town. Similarly, Town reserves the right to dispute any bills for that period should it find

issues with supporting documentation. Any disputes shall be in writing and shall be addressed and resolved within 30 days of date of notice.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization from the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in and owned by Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the express written consent of Town. Basic sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitation on their use. Consultant may retain copies of the above-described information but agrees not to disclose any information gathered, created or generated in any way as part of this Agreement without the written permission of the Project Manager.

A. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D, and such persons are hereby agreed to be key persons and not subject to change or substitution without the written permission of the Project Manager.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm or any person, consultant, or entity, has, or shall acquire any interest in the Library project, including any subsequent phase of design of the project, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by it as an officer,

employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

9. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10. Indemnity. Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation and creation of liability is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

11. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town, and Consultant, its officers, employees and agents shall not have any power to bind or commit Town contractually or financially.

12. Compliance with Laws.

A. General. Consultant shall exercise the highest standard of professional care in complying with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Town is not Liable for schedule or cost impacts. Town is not Liable for schedule or cost impacts due to its delays in meeting its obligations (other than payments) unless Consultant provides written notification to Town of its schedule impact at least 5 working days in advance of any critical path item.

G. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

14. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately permit this Agreement to be deemed void.

15. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be

recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager

16. Insurance.

A. Minimum Scope of Insurance.

- (1) Consultant agrees to secure and maintain for the duration of this Agreement, a General Liability insurance policy insuring it in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.
- (2) Consultant agrees to secure and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (3) Consultant shall secure and maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on an occurrence basis.
- (4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant.
- (5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
 - (a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only with respect to work done by, for, or on behalf of the named insured."
 - (b) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other

insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements reflecting coverages required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, delivered to Town. Current certification of such insurance shall be kept on file by the Project Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as otherwise approved by the Project Manager.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the required insurance coverage.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

C. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials are the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both Town and Consultant. All provisions of this Agreement are expressly made conditions.

19. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that the party was solely or primarily responsible for drafting the language to be interpreted.

20. Enforcement of Agreement. If a lawsuit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

21. Time of the Essence. Time is of the essence of this Agreement, and the parties shall endeavor to perform all requirements and tasks set forth in the Agreement in a timely manner.

22. Written Notification. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated and received within 3 business days from the time of mailing if mailed as provided in this section.

If to Town:

City Manager
Town of Atherton - Town Hall
91 Ashfield Road
Atherton, CA 94027

Cc: City Attorney
City Clerk

If to Consultant:

Scott Gregory, Principal
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

23. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

24. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts
- E. Exhibit E: Proposal
- F. Exhibit F: RFP

30. Execution. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

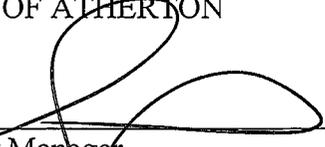
32. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

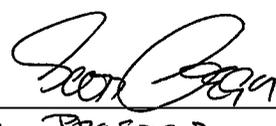
33. Order of Precedence: This Agreement, RFP, Consultant's Proposal

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF AHERTON

CONSULTANT

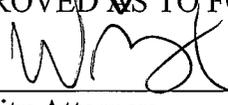
By: 
City Manager

By: 
Title: PRESIDENT

Date:

Date: 12/4/12

APPROVED AS TO FORM:

By: 
City Attorney

By: _____
Title: _____

Date:

ATTEST:

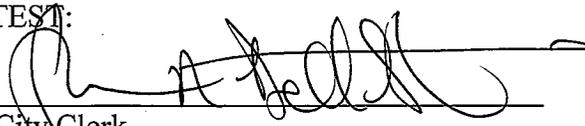
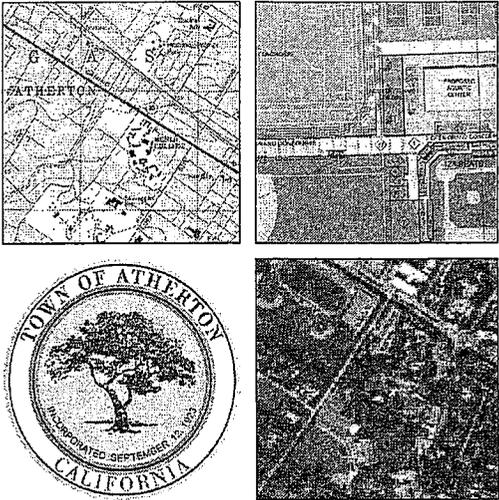
By: 
City Clerk

EXHIBIT A
Scope of Work

EIR PROPOSAL FOR CARTAN FIELD UPGRADE PROJECT, TOWN OF ATHERTON



Revised: November 9, 2012



LAMPHIER-GREGORY

IN ASSOCIATION WITH: CRANE TRANSPORTATION GROUP - ENVIRONMENTAL VISION - HORTSCIENCE
ROSEN GOLDBERG DER & LEWITZ - ZANDER ASSOCIATES

PROJECT UNDERSTANDING

The Project

Menlo College and Menlo School, two independent educational institutions, are seeking approval from the Town of Atherton for a comprehensive replacement and upgrading of the jointly-owned and operated athletic facilities at Cartan Field. Located on the west side of El Camino Real between Alejandra and Isabella Avenues in Atherton, the project would completely reconstruct the two baseball fields and related facilities, construct an aquatics center, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each of the venues, and a new parking lot for 168 cars. The proposed plan for these facilities has been thoughtfully designed to avoid or minimize potential noise, visual and other impacts on nearby residences.

The Assignment

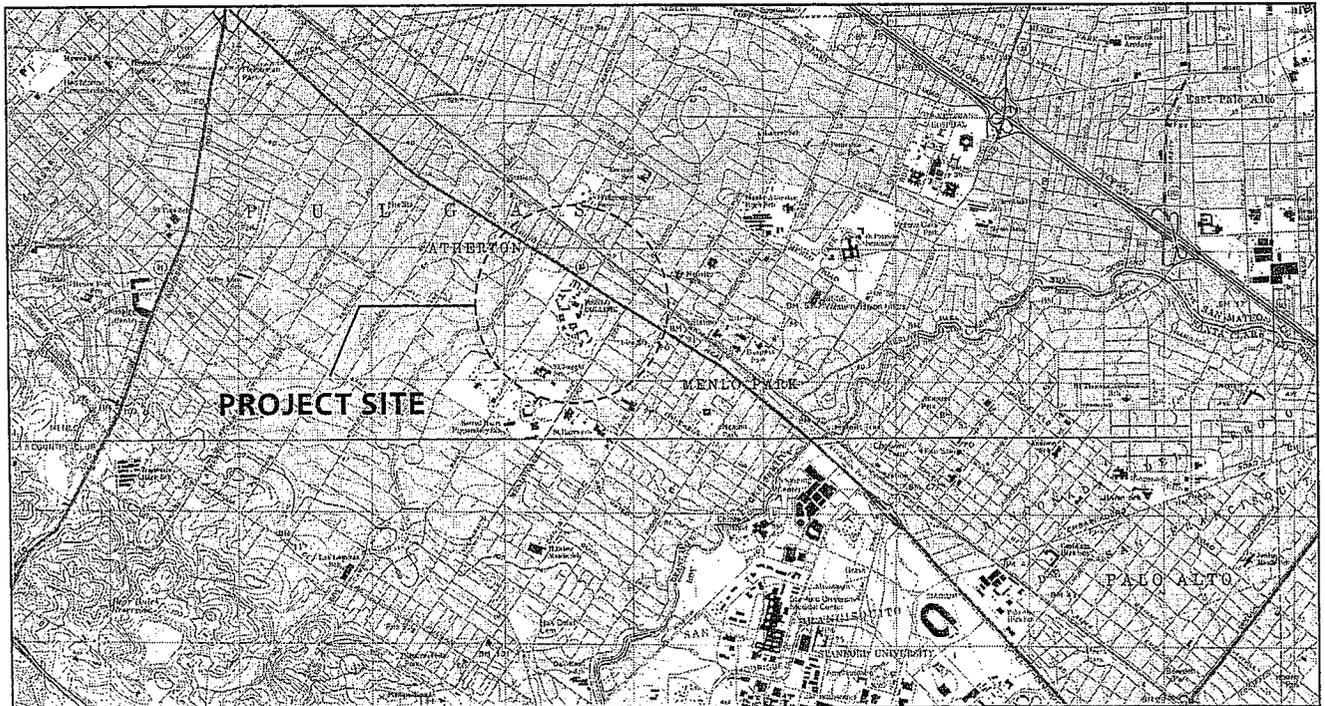
The Town of Atherton is seeking an environmental consultant to undertake required environmental evaluation of the proposed project and to prepare appropriate documentation for compliance with the California Environmental Quality Act (CEQA). As indicated in the Town's Request for Proposals (RFP), the consultant's work will include preparation of an Initial Study and a focused Environmental Impact Report (EIR), all supported by required public notices and hearings.

Environmental Issues

The RFP indicates that potentially significant impacts might be identified in the Initial Study in the following areas:

- Aesthetics
- Biology (including loss of heritage trees)
- Noise
- Traffic and parking

The existing athletic fields and facilities have been operating at the current location for many years. Soccer, football, lacrosse, baseball and tennis events attract large crowds of participants and spectators. Parking at the existing complex is limited and there is significant spill-over parking into adjacent neighborhoods and on the Menlo School grounds. Adjacent residents to the west and north are understandably sensitive to the kinds of impacts that facilities like these can have. We recognize that there is likely to be a high degree of local interest in the proposed project and in evaluation of its environmental effects.



APPROACH AND SCOPE OVERVIEW

We will approach this assignment in an orderly step by step manner, as required by CEQA, and consistent with the procedures followed by the Town of Atherton. Our work will proceed generally as follows:

1. At the initial start-up meeting with Town staff, we will agree on our working understanding of the project description, determine appropriate CEQA threshold levels, and finalize the schedule. We will also begin a conversation with Town staff about how to best address non-CEQA-level issues that we anticipate to be of concern to the neighbors. Such issues may include parking, traffic increases that may not trigger CEQA impacts, and noise effects that may be noticeable but not so substantial as to constitute significant CEQA impacts. After the meeting, we and members of our technical team will undertake appropriately scoped studies of environmental factors likely to require the most carefully detailed analysis. These will include:
 - a traffic impact analysis, including an assessment of parking needs relative to the proposal for 168 spaces;
 - an evaluation of future noise levels compared against existing conditions, as experienced at different locations adjacent to the Project site;
 - preparation of technically accurate photo-simulations of the proposed new structures and facilities from representative nearby vantage points;
 - A database search for known cultural resources that might be affected by the project, and
 - A survey of biological resources, including an inventory and assessment of trees that could be affected by the project.

Detailed methodologies for these studies are set forth later in this proposal.

2. As the technical studies are being undertaken, Lamphier-Gregory will prepare an Initial Study that provides setting and environmental impact analysis on all topics required by CEQA. The Initial Study will employ the format consistent with the Environmental Checklist set forth in Appendix G of the State CEQA Guidelines. Discussion of potential impacts in the topic areas being studied in detail will be deferred to the EIR. We will submit an administrative draft of the Initial Study to Town staff for internal review.
3. We will revise the initial draft document in response to comments from Town staff and prepare a version

for public review. The document will be circulated to the public along with a Notice of Preparation (NOP) for an EIR, in accordance with CEQA public notice and distribution requirements.

4. If requested by Town staff, we will attend a public scoping meeting to take input from the public on the scope and study methodologies proposed for the EIR.
5. Following the 30-day public review period for the Initial Study and NOP, we will complete the technical studies and prepare the Draft EIR, as discussed in detail later in this proposal.
6. We will submit an administrative draft EIR to Town staff for internal review and make appropriate revisions, as directed. A public review Draft EIR will be released for a 45-day public review period during which there would be a public hearing before the Town Planning Commission to take comments from the public on the Draft EIR.
7. We will complete the process by preparing responses to all public comments received during the public review period, preparing a Final EIR and a Mitigation Monitoring and Reporting Program, all in accordance with CEQA requirements. After review and sign-off by Town staff, final documents will be prepared and distributed to the public and decision-makers and presented for consideration and further review and recommendation by the Planning Commission and then for certification by the City Council. We will work closely with Town staff throughout the process and will assist, as needed, in preparing staff reports, CEQA Findings and a Statement of Overriding Considerations, if necessary, and filing required notices.

QUALIFICATIONS AND STAFFING

Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports (EIRs) and other environmental review documents; project review and permit processing; and assistance to local agencies in managing large complex, and controversial projects. Lamphier-Gregory has grown in both size and capability since its inception in 1979. Preparing environmental documents as a prime contractor for cities, counties and other governmental agencies is the firm's primary focus. Typical projects include CEQA and NEPA documents for urban and suburban residential and commercial developments, municipal facilities (e.g. libraries, firehouses, juvenile justice facilities), churches, schools, office buildings transportation projects (e.g., interchange improvements), and industrial projects including gas pipelines and refineries.

The firm is currently staffed with six professional planners who are excellent problem solvers, communicators, and team managers, and – importantly - skillful and efficient writers. Most projects require technical expertise for studies such as traffic or noise impacts, biology or other topics; these are matters for which we subcontract with specialists who have the appropriate level of expertise need for a particular project. Our proposal for the Cartan Field Upgrade Project includes a team of five subconsultants who will work in close coordination with us to produce the EIR.

Staffing

For the Cartan Field Upgrade Project, the Lamphier-Gregory team will include Rebecca Gorton, Senior Planner, as Project Manager and principal environmental document preparer, under the direction of Scott Gregory, President, and Project Director. Rebecca Gorton will also prepare the air quality and greenhouse gas analyses. Additional support from other staff is available, should it be necessary.

Scott Gregory has managed, prepared and peer reviewed a wide variety of environmental documents including EIRs and Initial Studies/Negative Declarations and EIR Addendums for many public and private development projects and for local General Plans and Specific Plans during his 25 + years of professional planning practice. Scott is currently involved with several large-scale CEQA assignments including an EIR for the redevelopment of a major commercial center in Oakland's Rockridge neighborhood, and an Initial Study/Mitigated Negative Declaration for a mixed-use project in San Francisco involving a medical office building and a 200-unit condominium building. Scott is also leading a team preparing a Specific Plan and EIR for the West Oakland neighborhood and a plan for new sports facilities and related land uses at the Oakland Coliseum complex.

Nat Taylor has been with Lamphier-Gregory for approximately 10 years and has been an outstanding addition to the staff, demonstrating an impressive ability to generate superior quality work in a focused and efficient yet forceful manner. Nat was the principal CEQA document preparer for the two studies for a new library in San Lorenzo for Alameda County and for the proposed Alameda County Government Center on a vacant site in north Dublin. Some of Nat's current work includes an Initial Study/Mitigated Negative Declaration for proposed charter high school in Oakland, coordinating technical studies for a pipeline replacement project for East Bay Municipal Utilities District (EBMUD) and a proposed 15-lot subdivision in the Fairview district of Alameda County.

Rebecca Gorton is our in-house Air Quality and Greenhouse Gas expert as well as an accomplished and effective EIR preparer. Rebecca has closely followed the evolution of laws and regulations pertaining to the study of air quality and GHG

Scott Gregory , PRESIDENT	
John Courtney , Senior Planner	
Nathaniel Taylor , Senior Planner	
Rebecca Gorton , Senior Planner	
Kevin Colin , Senior Planner	
Ricardo Bressanutti , Senior Planner	
Britt Hallquist , Business & Finance	

impacts, including health risk assessments, and has stayed current with CEQA requirements and study methodologies. Rebecca is often sought out by clients specifically to prepare technical AQ and GHG studies for environmental documents prepared by others. In addition to her focused work in these technical areas, Rebecca is fully capable of producing EIRs for both large and small projects which she has completed on a number of projects throughout the Bay Area and in some Central Valley communities. For example, Rebecca was the Project Manager and EIR preparer for the Oyster Point Marina project in South San Francisco for the Shorenstein/SKS development and for an Initial Study/MND for a replacement fire station for the Menlo Park Fire Protection District. Rebecca has also prepared a number of EIRs and MNDs for projects in South San Francisco and one in San Carlos.

Kevin Colin came to Lamphier-Gregory with over nine years of public sector planning experience in the City of Ventura where he gained extensive and comprehensive skills working on both current and long range planning assignments. At Lamphier-Gregory, Kevin applies his knowledge and skills to CEQA document preparation, local

government staff supplementation, and preparing Specific Plans and form-based codes. At Lamphier-Gregory, Kevin has proven himself extremely capable of managing and leading multi-disciplinary teams through the CEQA process involving sensitive environmental issues. When tackling work assignments, Mr. Colin enjoys breaking an idea or concept into its most fundamental parts, subjecting those parts to intense scrutiny, and reassembling the idea before giving it up for review and approval. Mr. Colin also desires and values the input of others to refine a particular view of an issue. Mr. Colin also takes a straightforward and realistic attitude toward tasks, approaching them with impartial analysis, and basing his decisions on well thought-out plans, impersonal data, and an overall probability of success.

Ricardo Bressanutti has over 18 years of land use planning and environmental review experience. Since joining Lamphier-Gregory earlier this year, Ricardo has performed as project manager and principal author for CEQA EIRs and MNDs, and supported the firm's specific plan projects. His previous experience includes public-sector long-range and current planning with the Cities of San Francisco, Oakland and Livermore. Mr. Bressanutti has assisted in conducting public involvement and consensus building processes, and has 6 years of experience in volunteer community mediation and coaching. He is a LEED Accredited Professional (LEED AP BD+C) and a Certified GreenPoint Rated Advisor/Rater. Mr. Bressanutti is skilled at designed strategic, technical and administrative approaches, and preparing concise and readable, yet technically accurate and complete documents. He has a keen understanding of the various documents that inform decision-making and make up the public record, and how they relate to and support one another.

Resumes for all Lamphier-Gregory staff and proposed staffing from our subconsultants are included at the end of this proposal.

Lamphier-Gregory References:

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 Community Development Department Agency Director
 County of Alameda
 224 W. Winton Avenue, Room 110
 Hayward, CA 94544
 510-670-5333 or chris.bazar@acgov.org

Mark Wald
 City Attorney's Office
 6th Floor, City Hall
 1 Frank Ogawa Plaza
 Oakland, CA 94612
 510-238-3540 or MWald@oaklandcityattorney.org

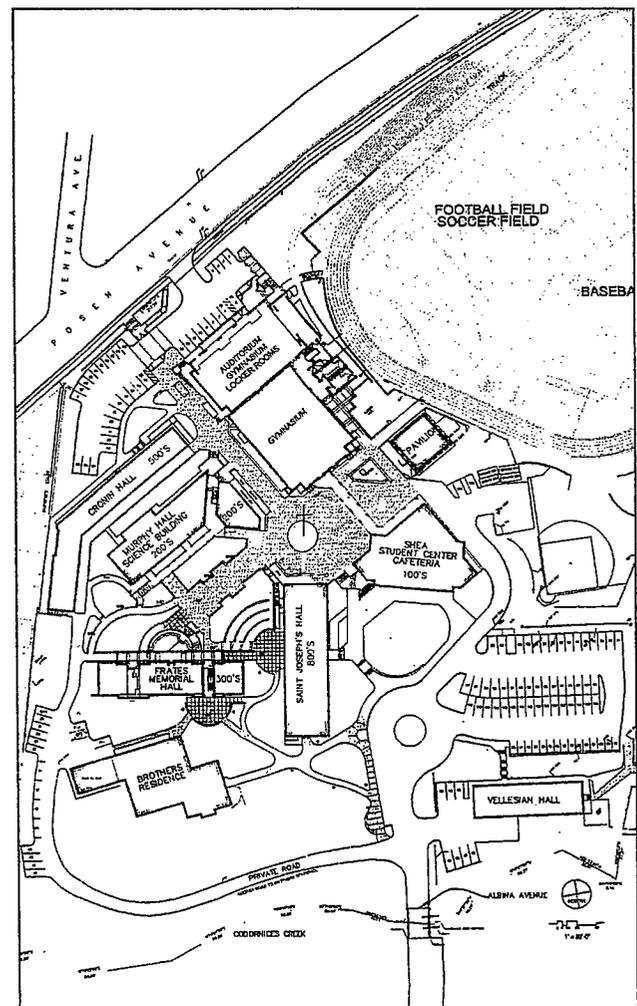
Carmen Borg
 Shute, Mihaly & Weinberger

396 Hayes Street
 San Francisco, CA 94102
 415-552-7272
 Gerry Beaudin, Senior Planner
 City of South San Francisco
 650-877-8535 or Gerry.Beaudin@ssf.net

Relevant Project Experience and References

St. Mary's College High School IS/MND

The School needed to rehabilitate an aging athletic field which was beginning to create safety hazards. The project involved the installation of artificial turf. Lamphier-Gregory prepared an Initial Study which provided the basis for a Mitigated Negative Declaration. There was considerable concern from adjacent property owners in Berkeley and Albany who worried that an upgraded recreational facility



St. Mary's College Master Plan



San Rafael Airport Recreation Facility

would result in increased use of the athletic field, which could generate increased traffic, noise and light. The Initial Study addressed these and other environmental issues associated with the project, identifying mitigation measures to reduce potential impacts to a level considered less than significant. The environmental review provided the starting point for negotiating field scheduling limitations agreeable to the neighbors and the School.

San Rafael Airport Recreation Facility EIR

The owners of the private San Rafael Airport proposed development of a recreational facility including an indoor soccer field, an outdoor soccer field, and an outdoor practice field, along with associated parking. Lamphier-Gregory prepared an EIR for this project addressing key issues related to aviation safety (including the safety of those who would be using the facility in the immediate vicinity of an active runway), potential noise and lighting effects on the endangered California Clapper Rail that had been observed in the vicinity, visual effects and increased vehicular traffic moving to and from the site. The proposed use of artificial turf for the outdoor fields was also an issue that generated considerable attention during the environmental review process, as this was considered by the applicants to be critical in assuring that the private recreational facility could be profitably used to the maximum extent possible, regardless of weather conditions. These issues were addressed in the

EIR which indicated that all potentially significant impacts associated with the proposed facility could be reduced to a level considered less than significant through effective implementation of identified mitigation measures.

Menlo Park Fire Protection District Station 2 Replacement Project IS/MND

Lamphier-Gregory prepared an Initial Study/MND for a replacement fire station on an in-fill site in East Palo Alto for the Menlo Park Fire Protection District. Lamphier-Gregory was selected for this work by the attorneys for the Fire District, Shute Mihaly & Weinberger. The project involved the acquisition of two adjacent properties (single-family homes), the merger of the lots into one parcel, the demolition of the two acquired homes and the existing outmoded fire station, site clearance and grading, and the construction of a new fire station, fueling facility, communications tower and site paving and landscaping. Because the existing fire station and adjacent homes were more than 50 years old it was necessary to prepare an assessment of the structures as historic resources. The environmental document for this project was quickly certified and the new station has been cleared for construction.

SUBCONSULTANTS TO LAMPHIER-GREGORY

Crane Transportation Group

Crane Transportation Group (CTG) is a traffic and transportation planning firm with offices in the San Francisco Bay Area. Each of the firm's principals has more than 37 years of professional experience in northern and central California as well as additional working experience in southern California and the western United States.

CTG provides advanced traffic and transportation planning skills for the public and private sector. For every study undertaken, our principals provide the expertise of a Registered California Traffic Engineer or a senior transportation planner (AICP). Throughout each study, our principal-in-charge maintains primary involvement, rather than delegating the majority of work to junior staff members, thereby achieving a consistently superior work product. This approach has been maintained for the more than 800 projects completed by CTG principals.

Mark D. Crane, P.E. has over 37 years of experience in traffic and transportation planning.

Carolyn R. Cole, AICP has over 37 years of experience in the fields of urban and regional planning.

Crane Transportation Group has the following experience relative to the project subject to this proposal:

Sacred Heart Schools Master Plan Draft EIR – Town

of Atherton. Analysis was conducted in this recently-completed study to determine off-site and driveway access circulation impacts due to expanding enrollment at all schools within the Sacred Heart campus as well as due to relocation of on-site drop off/pickup facilities for some of the students. Data was gathered from previous studies as well as traffic counts/field observations conducted specifically for the EIR. Impacts were determined for both Town of Atherton and City of Menlo Park locations based upon impact significance criteria specific to each jurisdiction. A close working relationship was maintained with Town of Atherton Planning and Public Works staff during the course of the EIR.

Encinal School Expansion EIR – Menlo Atherton School District (within the Town of Atherton). This recently completed study evaluated the circulation impacts due to planned expansion of the K-5 Encinal School located in the City of Atherton. Intersection and street segment impacts were determined in both Atherton and the City of Menlo Park as well as at the intersection with El Camino Real (State Route 82) providing the most direct connection to the school. Operation of proposed improvements to the school's on-site pickup/drop off area was also evaluated. Measures were developed to mitigate project impacts, including signalization of a nearby intersection. In addition, evaluation was conducted to determine the mitigating effects of school busing and expanding drop off/pickup times for various grades.

Mark D. Crane, P.E. will be principal in charge of the Cartan Fields Upgrade Project circulation and parking analysis. Mr. Crane's resume is included at the rear of the proposal.

Environmental Vision

Environmental Vision (EV) provides specialized planning and design consulting services to address the aesthetics and public perception of environmentally sensitive projects. EV has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. EV's in-depth CEQA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation.

The photo-simulations proposed as part of our work program will be prepared by Marsha Gale, with assistance from Chuck Cornwall and EV staff.

Rosen, Goldberg Der & Lewitz (RGDL)

RGDL was established in 2003. The four principals have extensive experience in both the theoretical and practical aspects of acoustical and audiovisual system design. They have completed hundreds of projects for both the public and private sectors.

The consulting staff at RGDL has extensive experience in the analysis of noise issues related to athletic facilities, as indicated in the projects listed below. Alan Rosen will be project manager. Mr. Rosen has performed environmental noise studies for over 25 years including the projects listed below. Assisting Mr. Rosen will be Harold Goldberg, P.E. Mr. Goldberg is a board certified noise control engineer and an expert in conducting noise studies related to athletic facilities. Their resumes are provided at the end of this proposal.

Project: Sacred Heart School Master Plan EIR
Location: Atherton, CA
Client: Christopher A. Joseph & Associates

Project: Hillview Middle School Recon-figuration
Location: Menlo Park, CA
Client: Benson Lee

Project: Ross Commons Ballfield Relocation
Location: Ross, CA
Client: Town of Ross

Project: Pleasant Hill Parks Field Upgrades
Location: Pleasant Hill, CA
Client: Jerry Haag Urban Planner

Project: Chabot College Master Plan EIR,
Location: Hayward, CA
Client: DMJMH+N, Inc.

Project: Dublin High School Master Plan EIR
Location: Dublin, CA
Client: LFR Levine Fricke

Project: Maria Carrillo High School Field Lighting
Location: Santa Rosa, CA
Client: Christopher A. Joseph & Associates

Zander Associates

Principals, Michael Zander & Leslie Zander, bring over 40 years of experience in biology, resource management and regulatory review to the complex task of land use planning in California and elsewhere. They work closely with an experienced staff of biologists, planners and water quality experts on every project, to assure the highest quality of service.

The biological resources assessment for the Cartan Fields Upgrade Project will be done by Leslie Zander, Principal.

HortScience

HortScience, Inc. provides consulting services in horticulture, arboriculture and urban forestry. The scope of our projects ranges from predevelopment tree surveys to problem

diagnosis to applied research. We have the capability to coordinate multi-disciplinary resource analysis and to design and implement research projects.

Since 1983, HortScience has served clients in the San Francisco Bay Area, California, the United States and abroad. These include state, local and federal government, public agencies and institutions, and commercial clients such as development professionals, engineers, architects, landscape architects and landscape managers.

Deanne Ecklund, Consulting Arborist, will conduct the tree survey and prepare the arborist report for this project. Deanne is a Certified Arborist, a Certified Tree Risk Assessor and has a Qualified Applicator Certificate from the California Department of Pesticide Regulation. Deanne's resume is included at the rear of this proposal.

WORK SCOPE

The work scope provided below contains tasks required to complete the environmental review process, based on the understanding indicated above.

Task 1: Start-up

Lamphier-Gregory will facilitate one (1) start-up meeting with Town staff to introduce personnel and familiarize ourselves with the Project. This meeting will be held at the Town offices and will follow an agenda that accomplishes, at minimum, the following:

- Review of our approach and work scope;
- Review and agreement on the schedule for the environmental review process;
- Agree on the project description to be used for analysis;
- Agree on appropriate CEQA impact thresholds;
- Consider how to best address additional non-CEQA items that may better reflect neighborhood concerns but that fall below standard CEQA triggers;
- Obtain relevant documents and data from Town staff;
- Confirm the Initial Study and EIR templates to be utilized; and,
- Conduct a site visit.

Subsequent to the meeting we will conduct a thorough review of all background material.

Task 2: Prepare Initial Study

As indicated, we will prepare an Initial Study following the format and framework provided by the Environmental Checklist as set forth in Appendix G of the State CEQA Guidelines. We anticipate that the Initial Study will find that many of the environmental topic areas to be evaluated would not result in significant impacts. As appropriate, the Initial Study will indicate topics that would not require further analysis in the EIR. Topics likely to be 'scoped out' from further review are likely to include agricultural and forest resources, cultural/historic resources, geology, hazardous materials, hydrology/water quality, minerals, population/housing, public services, and utilities. Topics that will require detailed technical analysis, or that are found to involve potentially significant impacts in the Initial Study, will be discussed in the Initial Study but with detailed analysis deferred to the EIR.

Following is a description of the technical studies that would support the analysis either in the Initial Study or the EIR, as all such studies would be commenced at approximately the same time.

2.1 Aesthetics

Environmental Vision (EV) will:

1. Collect and review pertinent information, including current project site plans and design drawings and aerial photography for the project site.
2. Consult with Lamphier-Gregory & Town staff to identify potentially sensitive vantage points.
3. Conduct a site visit and using a digital SLR camera, photograph the site from key representative public viewpoints in the vicinity of the Cartan Field project site. Photo viewpoints may include locations along Alejandra Avenue, Brittany Meadows, Isabella Avenue and Camino Real. Global Positioning System (GPS), basemap annotation and photo log recording sheets will be employed in order to document and verify photo viewpoint locations.
4. Use high resolution digital photography and advanced computer modeling and rendering techniques to produce realistic visual simulations that portray the proposed project from key public viewpoints. Computer-generated visual simulations will show proposed project features including rebuilt baseball fields with new spectator seating, the relocated football/soccer/lacrosse field with new spectator seating, the new aquatic center and tennis courts, relocated driveway and parking, light fixtures and new landscaping. In addition, a figure will be prepared to show the location of simulation vantage points and the

project site, using a basemap or aerial photograph of the surrounding area. The simulation viewpoints will be selected in consultation with Town staff.

For cost estimating purposes, visual simulations from three (3) viewpoints and one "before" and one "after" image per viewpoint are included. A set of draft and final digital simulation images will be submitted in 8 1/2 by 11 inch color format. One review/revision cycle is included. The visual simulations will be produced based on project information provided to EV. As an optional service, EV will produce visual simulations from additional vantage points or simulations to portray a project alternative (costs provided separately).

Based on the information provided by EV, Lamphier-Gregory will prepare the Aesthetics chapter of the EIR, relating the visual changes proposed by the project to CEQA significance thresholds to determine whether the project would result in significant aesthetic effects as well as discussing neighborhood non-CEQA concerns. Mitigation measures for any significant effects and/or good-neighbor recommendations will be identified in consultation with Town staff.

2.2 Air Quality

Rebecca Gorton, Senior Planner at Lamphier-Gregory will conduct the Air Quality analysis and prepare the Air Quality chapter for the EIR.

Primary air quality issues associated with the project would be impacts to regional air quality from mobile sources (i.e., project traffic generation) and temporary emissions of dust and diesel exhaust from construction. The Bay Area Air Quality Management District (BAAQMD) June 2010 CEQA Guidelines are technically 'on hold' as a result of a legal challenge but we would recommend using the BAAQMD significance thresholds and analytical models nonetheless as a reasonable means for assessing a project's potential impacts related to air quality and construction period health risk.

The proposed 16.7-acre athletics complex falls below screening levels for operational emissions analysis. However, since the project is in close proximity to surrounding residences, and with deference to the BAAQMD CEQA Guidelines, we will quantify construction period emissions and conduct a construction period health risk assessment. The analysis, which may be included in the Initial Study or deferred to the EIR, will include the following:

1. **Setting.** We will briefly describe existing air quality conditions based on air quality monitoring data for the area published by the BAAQMD, meteorological conditions that affect air quality in the area, the relevant regulatory environment, and planning efforts to attain and maintain air quality standards.

2. **Assess Operational Criteria Pollutant Impacts.** The project is below screening levels identified in the BAAQMD CEQA Guidelines for a recreational facility project, and is thus not expected to result in the generation of operational-related criteria pollutant emissions. A qualitative discussion of criteria pollutant emissions will be included.
3. **Assess Construction-Period Impacts.** We will run an analysis of construction period emissions using the URBEMIS2007 model. The analysis will be based upon a construction schedule to be provided by the Town. It is anticipated that standard mitigation measures will be considered reasonable and feasible to reduce impacts, consisting of measures to control fugitive dust, reduce diesel emissions, and potentially also to minimize off-gassing of construction materials. The number and intensity of measures will depend on results of the quantification, taking into account the proximity of sensitive receptors, as discussed below.
4. **Community Risk and Hazard Impacts.** The proposed project would not be considered a substantial source of operational toxic air contaminants. However, a construction-period Health Risk Assessment would be required to characterize the level of health risk to nearby sensitive receptors that will be exposed to diesel emissions during construction. We will use the SCREEN3 model and BAAQMD recommended methodologies to determine the health risks. Because of the size of the project, it is anticipated that any potential risks would be reduced below threshold levels with standard mitigation measures.

2.3 Biological Resources (Zander Associates)

Our role will be to assist with the preparation of the Biological Resources section of the Environmental Checklist for the Initial Study, and, if determined necessary, assist with preparation of the biological resources section of the EIR. Following is our anticipated work scope.

1. **Compile and review background documents:** Zander Associates will compile and review all relevant background information pertinent to the project site including, but not limited to: California Natural Diversity Database records, Soil Survey for San Mateo County, National Wetlands Inventory, and California Native Plant Society rare plant lists... Principal Biologist
2. **Prepare Biological Resources Section of Environmental Checklist:** Using the checklist format provided by Lamphier Gregory, we will complete all items and provide the necessary explanations to accompany our conclusions for the Biological Resources section. Our scope includes an evaluation of potential adverse effects on riparian vegetation and wildlife in the vicinity of the

Atherton Channel located on the northern boundary of the project site.

3. IF NECESSARY: Prepare Biological Resources Section of EIR: If it is determined the project would have a significant effect on biological resources, Zander Associates will proceed with preparation of the Biological Resources Section of the EIR following the format provided by Lamphier Gregory. In order to evaluate impacts, we will need a preliminary grading and drainage plan and a written project description. We will review the applicant-proposed mitigation measures and recommend additional measures as warranted. Estimated costs include preparation of draft section for ADMIN Draft EIR and response to one round of review.

2.4 Arborist Survey - Heritage Trees

HortScience will prepare an Arborist Report to evaluate the impacts to existing trees from the proposed improvements. Following is our scope of work.

HortScience will:

1. Identify the species and measure the trunk diameter of each tree 6" and larger in diameter (estimated at 210).
2. Tag each tree with a metal tag for identification purposes.
3. Evaluate the health and structural condition of each tree.
4. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
5. Evaluate the development impacts on trees from the proposed improvements and identify trees to be preserved or removed based on plans provided by Lamphier - Gregory.
6. Prepare recommendations for protection of trees to be preserved during development and to improve health and longevity of trees proposed for retention.
7. Prepare a Tree Assessment Plan showing location of tree tag numbers (base map provided by Lamphier - Gregory).
8. Compile the above information into an Arborist Report.

2.5 Cultural Resources

Lamphier-Gregory will contact the California Historical Resources Information System, Northwestern Information Center (NWIC) at Sonoma State University to obtain a record search of the project site to identify known sites and previous surveys relevant to the project site and a one-

quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or properties eligible for the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) within the area of the record search will be identified. The information from the NWIC will serve as the basis for Lamphier-Gregory to prepare the cultural resources section of the Initial Study.

Lamphier-Gregory assumes that no archaeological sites or features will be identified in the survey. If additional work is required to document the presence of archaeological sites, or to assess potential impacts to such resources, such additional work will be treated as Additional Services under a contract amendment.

2.6 Greenhouse Gas Emissions (GHG)

As noted, the Cartan Field Upgrade Project falls below screening levels for operational emissions of greenhouse gas emissions. Lamphier-Gregory will prepare a qualitative evaluation of GHG for the Initial Study.

2.7 Hydrology/Water Quality

Lamphier-Gregory will coordinate with the project applicant's engineers and designers to describe the proposed site drainage plan and their proposals for compliance with current NPDES requirements to prevent adverse stormwater or water quality effects. Potentially significant effects will be identified and mitigation measures recommended to avoid or minimize water quality impacts.

2.8 Land Use & Planning

The project site is designated PFS (Public Facilities and Schools) in the Atherton General Plan and on the Town Zoning Map. No changes to the General Plan or zoning classifications are proposed. For the Initial Study, Lamphier-Gregory will evaluate and assess the consistency of proposed project against current Master Plans submitted by Menlo School and Menlo College and will evaluate the project's potential to exacerbate conflicts with adjoining land uses.

2.9 Noise (RGDL)

RGDL will perform up to three continuous 48-hour noise measurements and four short-term, 15minute, measurements to quantify existing noise levels at the residential areas nearest to the areas of the fields that would be affected by the project. We will also perform short-term measurements to quantify individual noise sources associated with the project such as the soccer or football play to the extent that these activities occur at some time during our measurement program.

Based on our measurements and published noise data we will evaluate the noise levels from the project including:

- The change in noise levels due to the various components of the project (e.g. sports field use, PA system and parking).
- The potential for increased traffic noise on local roadways
- The potential for increased operational noise due to increased activities
- Demolition and construction noise.

We will assess impacts by comparing project generated noise against CEQA thresholds to determine whether the project will significantly increase existing noise levels.

The impacts of the project on the nearby residences will be the primary focus of the analysis.

If noise levels are found to exceed the applicable CEQA thresholds then we will recommend mitigation measures. We anticipate preparing one draft for administrative review and one final report. Our report would be written in typical EIR format with setting, impact and mitigation sections. In addition to assessing impacts due to the project we would also evaluate one alternative development scenario and cumulative impacts.

We will also prepare a non-CEQA discussion of noise projections against neighborhood-based concern and propose good-neighbor recommendations in consultation with Town staff.

We have included one day of consulting time to respond to public comments. Attendance at two (2) public meetings is included in this scope.

2.10 Traffic and Parking (Crane Transp. Group)

The following circulation and parking scope of services has been developed in consultation with Mr. Neal Martin, Atherton Town Planner. Based upon the project description and discussion with Neal Martin, a variety of field surveys will be required in order to properly detail existing Cartan Field trip generation and parking demand as well as potential increases in traffic and parking due to the proposed project.

A detailed set of traffic counts at nearby intersections and the athletic field parking lot driveway will be conducted in conjunction with several days of onsite parking surveys at all lots being utilized by athletic field participants and spectators. Field review and discussions will be held with Menlo School and Menlo College staff before the surveys in order to determine all locations currently being used for athletic field parking and to determine a schedule of activities that will allow all parking surveys and traffic counts to be conducted on representative sports field activity days.

Scope of Work:

1. Startup Meeting (Traffic & Parking Analysis). A startup meeting will be conducted with the Town of Atherton, Menlo College and Menlo School staff to clearly identify all existing traffic and onsite parking issues associated with the existing Cartan Field layout. In addition, a detailed description will be obtained of expected increased traffic and onsite parking that will result due to the proposed Cartan Field upgrade project. Potentially, matrix sheets will be developed for each sport and tabulation developed of onsite parking demand by hour. A distinction will be made between existing parking locations and those expected once additional onsite parking is provided.

A registered traffic engineer will field survey all proposed locations, as well as all onsite parking lots now used by athletic field participants or spectators.

2. Traffic Counts. Weekday AM peak period (7:00-9:00) and PM peak period (4:00-6:00) turn movement counts will be conducted at the following locations on a day identified by the college and school as having representative activities at Cartan Field:
 - Valparaiso Avenue/El Camino Real/Glenwood Avenue Intersection
 - Valparaiso Avenue/Emilie Avenue Intersection
 - El Camino Real/Alejandra Avenue Intersection
 - Emilie Avenue/Alejandra Avenue Intersection
 - Alejandra Avenue/Cartan Field parking lot access
3. Existing Intersection Operation. Existing operating conditions (levels of service) will be determined at each major intersection.
4. Near-Term "Without Project" Traffic Volumes. Weekday AM and PM peak hours "without project" traffic projections will be developed for the near-term horizon year that will reflect conditions the year after expected project completion. A list of approved projects in Atherton and Menlo Park expected to be completed by this year will be provided by the Town of Atherton planning staff. Ideally, traffic studies for these developments will also be provided.
5. Long-Term "Without Project" Volumes. Long-Term horizon weekday AM and PM peak hours "without project" volumes will be obtained from available study to be selected with town staff.
6. Future "Without Project" Intersection Operation. Near and long-term horizon "without project" AM and PM

peak hour operating conditions (levels of service) will be determined at each major intersection.

7. Project Trip Generation. Weekday AM and PM peak hour trip generation projections will be developed for the proposed project. A draft set of projections will be developed for two typical combinations of activities at the new Cartan field and compared to existing generation. In addition, a projection will be developed of net new traffic activity associated with a major event.

Draft projections will be developed and submitted to the applicants and town for review.

8. "With Project" Intersection Operation. "With Project" weekday AM and PM peak hour existing, near and long-term horizon operating conditions will be determined at each major intersection for a typical condition producing the highest increase in traffic. In addition, the net new traffic impact from a major event will also be determined during the peak hour impacted.
9. Onsite Auto and Pedestrian Circulation. Onsite auto and pedestrian circulation will be evaluated in the context of Town criteria and good traffic engineering practice. Suggested means for addressing non-CEQA concerns will be developed.
10. Significant Circulation Impacts & Mitigations. Significant circulation impacts will be identified and mitigation measures recommended, if necessary.
11. Admin Draft EIR Circulation Section. An administrative draft EIR circulation section will be prepared and delivered electronically to the prime consultant.
12. Draft EIR Circulation Section. A draft EIR circulation section will be prepared incorporating all agreed to changes in the Admin Draft circulation section. It will be transmitted electronically to the prime consultant.
13. Responses to Comments. Responses will be provided to public and jurisdictional comments. Four hours principal time plus support staff time has been allocated to this task.
14. Crane Transportation attendance at two (2) public meetings is included in this scope.

PARKING STUDY SCOPE OF SERVICES

1. Parking Surveys. Parking surveys will be conducted during two weekdays of all on and off site locations currently used for Cartan Field parking. Surveys will extend the full length of time that sports field activities are in use. In addition, parking surveys will be conducted during one major event, if one is scheduled during the course of DEIR preparation.

2. Future Parking Demand. Onsite parking demand will be developed on an hourly basis for two typical mixes of activities at Cartan Field. In addition, parking demand will also be projected for a major event. Parking use matrices for each activity will be developed and submitted to the applicant and town for review.
3. Future Parking Demand versus Supply. Onsite parking demand will be compared to the proposed supply for typical and special event conditions.
4. Significant Parking Impacts. Significant parking demand impacts will be identified for typical and special event conditions.
5. Admin Parking Report. An Admin Draft Parking Report will be prepared with findings from the parking analysis. It will be delivered electronically to the prime consultant.
6. Draft Parking Report. A Draft Parking Report will be prepared incorporating all agreed to changes in the Admin Draft Report. It will be delivered electronically to the prime consultant.
7. Responses to Comments. Four hours principal time is allocated to responding to public and jurisdictional comments on the parking study.

Optional Parking Task A weekend parking demand evaluation will be conducted. This will include one day of parking surveys and one typical project activity demand scenario to be evaluated.

Proposed project off site traffic impacts will be evaluated in the context of existing, near term horizon and long-term horizon (cumulative) background traffic conditions. Proposed project onsite parking demand will be determined for combinations of typical athletic field activities and for one major event. The base scope includes evaluation of parking for weekday conditions only, but an option is provided to survey and evaluate weekend conditions. Since parking evaluation is no longer a CEQA issue, the proposal has been separated into traffic impact and parking analysis sections.

2.11 All Other CEQA Topics

Lamphier-Gregory will conduct the appropriate level of research and analysis to assess potentially significant environmental effects of the Project on all other CEQA required topic areas, including public services, recreation, population and housing and utilities. It is assumed that no significant impacts will be identified in these areas and that additional technical expertise will not be necessary to complete the required level of analysis.

Task 3 Completion of the Initial Study

Lamphier-Gregory will compile the technical information described above and prepare the Initial Study. An administrative draft will be submitted to Town staff for internal review. We will revise the document as directed, assuming no more than two (2) rounds of internal review and revision.

3.1 Notice of Preparation and Filing Initial Study.

We will prepare a Notice of Preparation (NOP) of an EIR in conformance with CEQA Guidelines. After review and approval by Town staff, we will produce fifty (50) copies of the Initial Study and deliver these to the Town for distribution together with the NOP. Lamphier-Gregory will assist Town staff in compiling an appropriate mailing list for distribution and will file the Notices with appropriate agencies (e.g., State Clearinghouse, County Clerk) in accordance with the CEQA Guidelines.

3.2 Public Scoping Session

The Lamphier-Gregory Project Manager will attend a public scoping meeting to present the findings of the Initial Study and to describe the further studies to be undertaken for the EIR. The public will be encouraged to provide input regarding the proposed scope of the EIR. If warranted based on public input, the scope and budget for the EIR may require some adjustment which Lamphier-Gregory and Town staff will negotiate in good faith.

Task 4 EIR

The substantive focus of the EIR will be on those environmental topic areas identified in the Initial Study as having the potential to result in significant impacts and those involving public sensitivity and controversy. We anticipate that these topics will include aesthetics/visual impacts, noise and traffic. Information and impact analysis on these topics not previously included in the Initial Study will be presented in appropriate EIR format including sections on Setting, Impact Analysis and Mitigation.

4.1 Prepare Administrative Draft EIR.

Lamphier-Gregory will compile the technical analyses and complete the analysis of other required environmental issues and produce the first Administrative Draft EIR (ADEIR). The document will include the following components:

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Analysis. This section will be subdivided

into subsections, one for each of the environmental topic areas involving detailed impact analyses. Each subsection will include consideration of the following:

- The environmental setting;
 - Impact analysis;
 - Mitigation measures to avoid or reduce the identified significant environmental effect, and the level of significance following implementation;
 - Where appropriate, additional discussion of non-CEQA concerns and good neighbor recommendations; and
 - The potential for cumulative impacts will also be assessed in the topic areas.
5. Alternatives. The Alternatives chapter will evaluate the environmental effects of up to three (3) alternatives) based on consultation with Town staff. The EIR will alternatives will likely include the following:

- The CEQA-required "No Project" Alternative
- A reduced scale alternative based on impact avoidance or reduction, after consultation with Town staff.
- A third alternative - to be defined.

The comparative level of impacts discussed in the Alternatives Chapter will be presented in a matrix format that summarizes the effects of each alternative in relation to significance thresholds. The environmentally superior alternative will be identified.

6. Growth Inducement, Cumulative Impacts, and Irreversible Changes. The EIR will include the required analysis of cumulative effects which will include the impacts of the Project in conjunction with past, present, existing, approved, pending and reasonably foreseeable future projects in the Town of Atherton. Lamphier-Gregory will consult with Town staff to determine what other projects should be included in the analysis. Mitigation measures, if feasible, will be developed to mitigate the Project's contribution to significant cumulative effects.

CEQA considers a project to be growth-inducing if it would foster economic or population growth. The potential growth-inducing impacts of the Project will be evaluated.

Lamphier-Gregory will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of the mandatory impact categories including:

- Unavoidable significant environmental impacts;
 - Significant irreversible environmental changes which would be caused by the Specific Plan; and,
 - The relationship between short-term and long-term uses of the environment.
7. Appendices and References. This chapter will include identification of the EIR preparers, persons contacted and references consulted. Appendices will be included to present technical information in support of the analysis in the body of the document.

4.2 Revise ADEIR; Prepare & Distribute DEIR

The administrative Draft EIR will be submitted to Town staff for internal Review. Lamphier-Gregory will submit revised drafts involving up to two (2) rounds of revisions. After sign-off by Town staff, Lamphier-Gregory will arrange for the printing, production and delivery to Town staff of fifty (50) hardcopies and one (1) digital copy of the Draft EIR.

4.3 Prepare & File Notice of Completion

Lamphier-Gregory will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and submit the document to the State Clearinghouse. A 45-day public review period will apply.

Lamphier-Gregory will also prepare a Notice of Availability to be distributed by Town staff in accordance with CEQA Guidelines.

All comments on the Draft EIR will be directed to Town staff. At the close of the comment period, Town staff will timely provide Lamphier-Gregory with copies of all comments received during the public review period.

4.4 Public Hearing

Lamphier-Gregory will attend and provide presentations on the Draft EIR at one (1) public hearing before the Planning Commission. We will assist Town staff in preparing for the public hearing.

Attendance at additional public hearings on the Draft EIR would be considered an Additional Expense, charged at normal hourly rates. Each such additional meeting should be budgeted at a cost of \$750.

Task 5 Final EIR and MMRP

5.1 Responses to Comments.

Lamphier-Gregory will organize and review comments on the Draft EIR and coordinate with Town staff to prepare written responses to comments as part of the Final EIR. This will include:

- A list of persons, organizations, and public agencies commenting on the DEIR;
- Copies of all written comments, and the responses thereto;
- A summary of verbal comments (or a transcript from the hearing(s) on the DEIR received at the public hearing(s) and the responses thereto; and
- Necessary revisions to the DEIR.

We have budgeted for a total of 67 hours of time to prepare responses to comments.

5.2 Prepare Final EIR

Following review by Town staff, Lamphier-Gregory will incorporate requested revisions and prepare the Final EIR for publication and consideration in Project approval hearings. We will submit an Administrative Draft Final EIR (ADFEIR) and will make revisions as directed by Town staff, assuming no more than two rounds of revisions. After sign-off by Town staff on a final version, we will deliver fifty (50) bound copies of the Final EIR together with one (1) digital copy. We will also send the appropriate number of copies of the Final EIR to the State Clearinghouse.

5.3 Mitigation Monitoring & Reporting Program

Lamphier-Gregory will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines §15097. The MMRP will identify the individual responsible for implementing and monitoring each mitigation measure.

5.4 Hearings

The Lamphier-Gregory Project Manager will attend and participate in up to four (4) public hearings related to the certification of the Final EIR, assuming two (2) at the Planning Commission and two (2) before the City Council. Meeting participation will include a presentation of the EIR methods and findings. Noise and traffic subconsultants (RDGL and Crane Transportation, respectively) have each scoped for attendance at up to two (2) of these hearings.

Task 6 Meetings, Expenses and Project Management

The enclosed budget assumes thirty-six (36) hours of Project Manager time for subconsultant coordination, meetings and teleconferences with Town staff, and contract management. The budget also includes time for principal oversight and an estimate for direct reimbursable expenses (auto travel, in-house copying, etc.).

EXHIBIT B

Schedule of Performance

CARTAN FIELD - UPGRADE

Preliminary EIR Schedule

Revised November 9, 2012

Item	Date
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Start-up meeting	ASAP (between Nov 28 and Dec 5)
Finalize project description and prepare administrative draft Notice of Preparation/Initial Study (NOP/IS)	November 28, 2012 – December 19, 2012
City review, iterative revisions, publish NOP/IS	December 19, 2012 – January 4, 2012
NOP/IS review period	January 4, 2013 – February 4, 2013
Hold scoping session/meeting for public input	Within above range
Prepare Administrative Draft Environmental Impact Report (EIR)	December 12, 2012 – February 18, 2013
City review, iterative revisions, publish Draft EIR	February 18, 2013 – March 15, 2013
Draft EIR 45 day review period	March 15, 2013 – April 29, 2013
Planning Commission hearing to receive comments on Draft EIR	March 27, 2013 or April 24, 2013
Prepare response to comments and Final EIR	April 30, 2013 – May 14, 2013
City review, iterative revisions, publish Final EIR	May 14, 2013 – June 11, 2013
Planning Commission hearing on EIR certification	June 26, 2013
City Council certifies EIR	July 17, 2013

EXHIBIT C
Compensation

COST ESTIMATE FOR CARTEN FIELD UPGRADE PROJECT EIR											
TASK	Lamphier - Gregory				Sub Consultants						
	Principal		Senior Planner		Crane	Enviro. Vision	RGDL	Zander Associates	HortScience	Direct Expense	Total
	Hrs	Fees	Hrs	Fees							
1.0 Project Start Up											
Kick-Off Meeting and Site Visit		\$0	4	\$640						\$50	\$690
Review Background Materials		\$0	4	\$640							\$640
Subtotal, Task 1	0	\$0	8	\$1,280	\$0	\$0	\$0	\$0	\$0	\$50	\$1,330
2.0 Prepare Initial Study											
Technical Studies:		\$0	4	\$640							\$640
Biological Resources		\$0	4	\$640				\$3,500			\$4,140
Arborist Report		\$0	4	\$640					\$5,000		\$5,640
Cultural Resources		\$0	6	\$960						\$650	\$1,610
All Other CEQA Topics		\$0	60	\$9,600							\$9,600
Submit Admin Draft Initial Study		\$0	8	\$1,280							\$1,280
Revisions and Final Initial Study		\$0	16	\$2,560							\$2,560
Subtotal, Task 2	0	\$0	102	\$16,320	\$0	\$0	\$0	\$3,500	\$5,000	\$650	\$25,470
3.0 Completion of Initial Study											
Prepare Notice of Preparation (NOP)		\$0	4	\$640							\$640
Distribute IS and NOP		\$0	6	\$960						\$350	\$1,310
Attend EIR Scoping Meeting		\$0	6	\$960							\$960
Subtotal, Task 3	0	\$0	16	\$2,560	\$0	\$0	\$0	\$0	\$0	\$350	\$2,910
4.0 Admin Draft & Draft EIR											
Complete Technical Studies:											
Air Quality/GHG Technical Analyses		\$0	50	\$8,000							\$8,000
Aesthetics/Visual		\$0	6	\$960		\$9,350					\$10,310
Traffic & Parking Studies		\$0	12	\$1,920	\$37,180						\$39,100
Noise Study		\$0	6	\$960			\$13,750				\$14,710
Alternatives	2	\$410	16	\$2,560							\$2,970
Other CEQA Required Analyses (growth, cumulative, etc.)		\$0	8	\$1,280							\$1,280
Submit Admin Draft EIR		\$0	24	\$3,840							\$3,840
ADEIR Revisions		\$0	16	\$2,560							\$2,560
Produce & Distribute Public Review Draft EIR		\$0	6	\$960						\$1,800	\$2,760
Notice of Completion & Availability		\$0	4	\$640							\$640
Subtotal Task 4	2	\$410	148	\$23,680	\$37,180	\$9,350	\$13,750	\$0	\$0	\$1,800	\$86,170
5.0 Public Review of Draft EIR and Final EIR											
Attend public hearing on DEIR		\$0	4	\$640							\$640
Prepare Responses to Comments	10	\$2,050	57	\$9,120			\$1,760				\$12,930
Prepare Admin Draft Final EIR		\$0	24	\$3,840							\$3,840
Revise Admin Draft FEIR		\$0	16	\$2,560							\$2,560
Mitigation Monitoring & Reporting Plan		\$0	8	\$1,280							\$1,280
Produce & Distribute FEIR		\$0	12	\$1,920						\$1,400	\$3,320
Public Notices		\$0	4	\$640							\$640
Planning Commission Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
City Council Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
Subtotal, Task 5	10	\$2,050	145	\$23,200	\$3,300	\$0	\$5,280	\$0	\$0	\$1,400	\$35,230
6.0 Meetings, Expenses and Project Management											
Staff Coordination Meetings (2)	2	\$410	6	\$960							\$1,370
Project Management		\$0	36	\$5,760							\$5,760
Principal Oversight, Contract Mgmt & Misc. Expenses	24	\$4,920		\$0						\$1,280	\$6,200
Subtotal, Task 6	26	\$5,330	42	\$6,720	\$0	\$0	\$0	\$0	\$0	\$1,280	\$13,330
Total Estimated Hours and Costs	38	\$7,790	461	\$73,760	\$40,480	\$9,350	\$19,030	\$3,500	\$5,000	\$5,530	\$164,440
Proposed Contingency (20%)											\$32,888
Proposed Budget											\$197,328

As revised November 9, 2012

EXHIBIT D

Consultants, Specialists, or Experts

Crane Transportation Group
Mark D. Crane, Principal
2621 E. Windrim Court
Elk Grove, CA 95758

Environmental Vision
Marsha Gale, Managing Principal
2550 Ninth Street, Suite 205
Berkeley, CA 94710

Rosen, Goldberg, Der & Lewitz
Harold Goldberg, Principal
1100 Larkspur Landing Circle #375
Larkspur, CA 94393

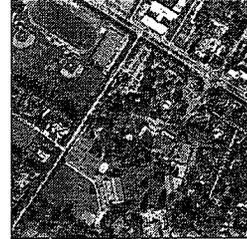
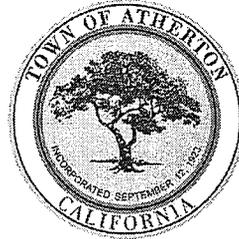
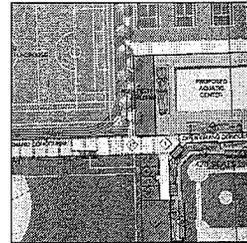
Zander Associates
Leslie J. Zander, Principal Biologist
150 Ford Way
Novato, CA 94945

HortScience, Inc.
Deanne Ecklund, Consulting Arborist, Horticulturist
325 Ray Street
Pleasanton, CA 94566

EXHIBIT E

Proposal

EIR PROPOSAL FOR CARTAN FIELD UPGRADE PROJECT, TOWN OF ATHERTON



Submitted: October 8, 2012

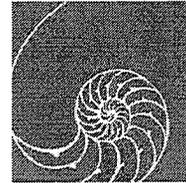
SUPERSEDED



LAMPHIER-GREGORY

IN ASSOCIATION WITH:

CRANE TRANSPORTATION GROUP - ENVIRONMENTAL VISION - HORTSCIENCE
ROSEN GOLDBERG DER & LEWITZ - ZANDER ASSOCIATES



October 5, 2012

Mr. Neal J. Martin, Town Planner
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

RE: Cartan Field Upgrade Project EIR

Dear Mr. Martin:

We are very excited to submit our proposal to be your environmental consultant for the Cartan Field Upgrade Project. Lamphier-Gregory will lead a highly qualified team of technical experts to provide the Town of Atherton and other interested parties with the best possible professional assessment of environmental consequences that would result from the proposed reconstruction of the athletic complex serving both the Menlo School and Menlo College, and to work with you and Town officials in producing legally compliant environmental documents.

Environmental review under CEQA involves not only preparation of a product (i.e., the environmental document), but also a process leading to informed decision-making. Our expertise in document preparation for projects similar to this one is highlighted in our proposal which reference relevant current and recent work on other comparable environmental assignments. One involved a proposed Master Plan for the St. Mary's College High School in Albany which resulted in substantial community concerns regarding noise, night lights and other aspects of the football field that sits close to adjacent residences. In another, we're preparing an EIR for a proposed recreation facility (indoor and outdoor facilities) in San Rafael near an air strip for private aviation. We think our work on these assignments makes us highly qualified for the work outlined in your RFP.

We understand that the Town will be measuring the quality of our proposal against proposals from several other environmental consultants. As you review the proposals, there are a few things about Lamphier-Gregory that we would like you to keep in mind:

"THE SCALE OF YOUR PROJECT IS THE CORE OF OUR PRACTICE"

Our prior work experience at Lamphier-Gregory has included both small, limited-scope assignments requiring a high degree of efficiency, as well as larger and more complex planning and programmatic efforts necessitating extensive time and effort. For over 30 years, much of our practice has involved complex and controversial projects. We excel at managing the CEQA process in parallel with the public review aspects of the planning process, including substantial outreach to the public, so that the environmental review is an integral part of the project review and public decision-making process.

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

Neal J. Martin, Town Planner
Town of Atherton
October 5, 2012
Page 2

"OUR PROFESSIONAL STAFF IS SECOND TO NONE"

Aside from firm-wide qualifications, you will ultimately select an individual or a small team of people who will actually run the job, perform the analysis, write the document and present its conclusions. Acknowledging my own personal bias, I am proud to say that the staff at Lamphier-Gregory is second to none. All of us here at Lamphier-Gregory are seasoned veterans with years of project management and CEQA experience, highly competent and capable to work under the pressure of high expectations. As President of Lamphier-Gregory I am fully committed to serve as the leader for this project, and am able to dedicate the time and effort needed to accomplish the assignment.

"OUR VALUE AS COLLABORATIVE TEAM PLAYERS AND FAIR ANALYSTS"

As a relatively small firm, our business model relies upon our ability to collaborate with others to get the job done. Over the years, we have developed working relationships with an extensive group of outside technical experts with whom we work on a regular basis. In this case, our team will consist of Mark Crane for traffic and parking issues, Marsha Gale from Environmental Vision who will prepare photo-simulations of the proposed new facilities, Alan Rosen from RGD who will address noise issues, and Leslie Zander of Zander Associate and John Leffingwell of HortScience who will focus on potential biological impacts including heritage trees. As you know, Mark Crane and Alan Rosen were both involved on the CEQA team for the Sacred Heart campus project.

We are also adept at coordinating and collaborating with lead agency staff and project applicants while still maintaining the independence necessary for production of sound CEQA documents. We see our role not as representatives or advocates for projects, nor as unpleasant obstacles in the path toward implementation. Rather, we believe that the CEQA process requires an objective analysis of all environmental issues, resulting in a fair and unbiased assessment.

We sincerely hope you find our proposal to be a fair and accurate description of the effort involved. We are highly motivated to work with you on this project. Should you have any questions or would like to discuss our proposal further, please do not hesitate to call.

Very truly yours,

Scott Gregory, President
LAMPHER-GREGORY

PROJECT UNDERSTANDING

The Project

Menlo College and Menlo School, two independent educational institutions, are seeking approval from the Town of Atherton for a comprehensive replacement and upgrading of the jointly-owned and operated athletic facilities at Cartan Field. Located on the west side of El Camino Real between Alejandra and Isabella Avenues in Atherton, the project would completely reconstruct the two baseball fields and related facilities, construct an aquatics center, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each of the venues, and a new parking lot for 168 cars. The proposed plan for these facilities has been thoughtfully designed to avoid or minimize potential noise, visual and other impacts on nearby residences.

The Assignment

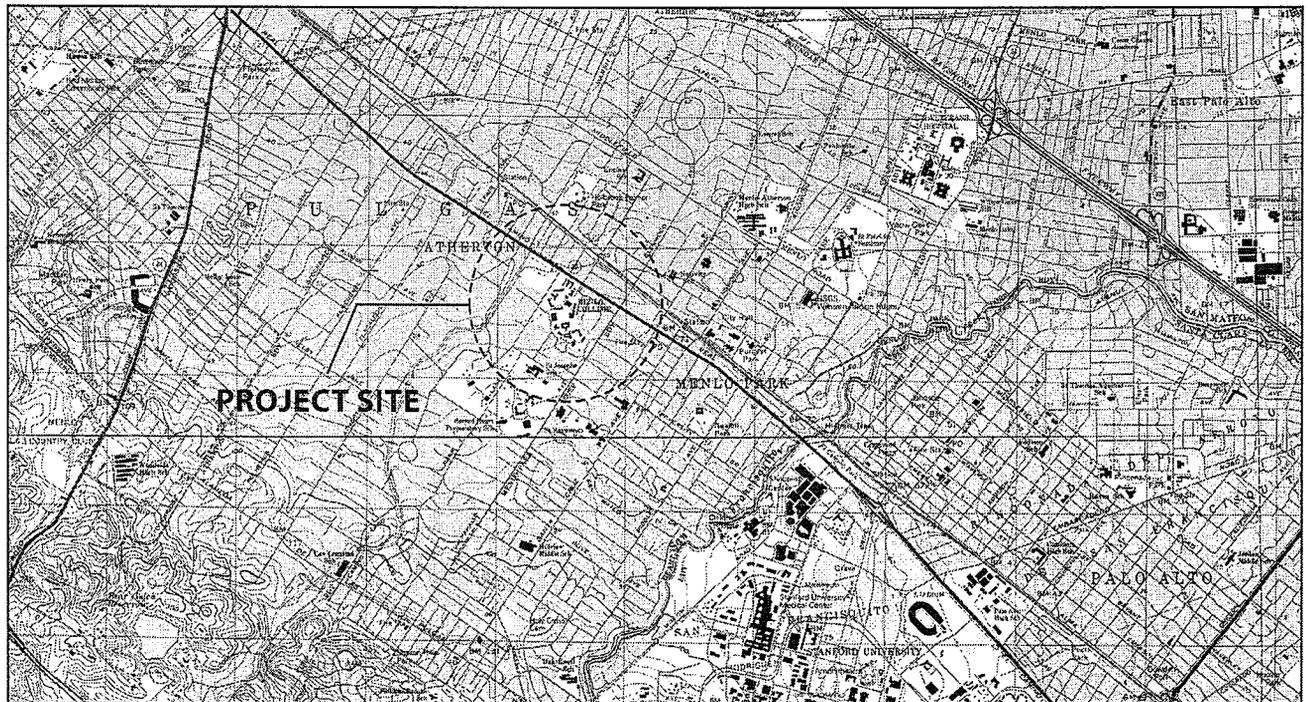
The Town of Atherton is seeking an environmental consultant to undertake required environmental evaluation of the proposed project and to prepare appropriate documentation for compliance with the California Environmental Quality Act (CEQA). As indicated in the Town's Request for Proposals (RFP), the consultant's work will include preparation of an Initial Study and a focused Environmental Impact Report (EIR), all supported by required public notices and hearings.

Environmental Issues

The RFP indicates that potentially significant impacts might be identified in the Initial Study in the following areas:

- Aesthetics
- Biology (including loss of heritage trees)
- Noise
- Traffic and parking

The existing athletic fields and facilities have been operating at the current location for many years. Soccer, football, lacrosse, baseball and tennis events attract large crowds of participants and spectators. Parking at the existing complex is limited and there is significant spill-over parking into adjacent neighborhoods and on the Menlo School grounds. Adjacent residents to the west and north are understandably sensitive to the kinds of impacts that facilities like these can have. We recognize that there is likely to be a high degree of local interest in the proposed project and in evaluation of its environmental effects.



APPROACH AND SCOPE OVERVIEW

We will approach this assignment in an orderly step by step manner, as required by CEQA, and consistent with the procedures followed by the Town of Atherton. Our work will proceed generally as follows:

1. After an initial start-up meeting with Town staff, we and members of our technical team will undertake appropriately scoped studies of environmental factors likely to require the most carefully detailed analysis. These will include:
 - a traffic impact analysis, including an assessment of parking needs relative to the proposal for 168 spaces;
 - an evaluation of future noise levels compared against existing conditions, as experienced at different locations adjacent to the Project site;
 - preparation of technically accurate photo-simulations of the proposed new structures and facilities from representative nearby vantage points;
 - A database search for known cultural resources that might be affected by the project, and
 - A survey of biological resources, including an inventory and assessment of trees that could be affected by the project.

Detailed methodologies for these studies are set forth later in this proposal.

2. As the technical studies are being undertaken, Lamphier-Gregory will prepare an Initial Study that provides setting and environmental impact analysis on all topics required by CEQA. The Initial Study will employ the format consistent with the Environmental Checklist set forth in Appendix G of the State CEQA Guidelines. Discussion of potential impacts in the topic areas being studied in detail will be deferred to the EIR. We will submit an administrative draft of the Initial Study to Town staff for internal review.
3. We will revise the initial draft document in response to comments from Town staff and prepare a version for public review. The document will be circulated to the public along with a Notice of Preparation (NOP) for an EIR, in accordance with CEQA public notice and distribution requirements.
4. If requested by Town staff, we will attend a public scoping meeting to take input from the public on the scope and study methodologies proposed for the EIR.

5. Following the 30-day public review period for the Initial Study and NOP, we will complete the technical studies and prepare the Draft EIR, as discussed in detail later in this proposal.
6. We will submit an administrative draft EIR to Town staff for internal review and make appropriate revisions, as directed. A public review Draft EIR will be released for a 45-day public review period during which there would be a public hearing before the Town Planning Commission to take comments from the public on the Draft EIR.
7. We will complete the process by preparing responses to all public comments received during the public review period, preparing a Final EIR and a Mitigation Monitoring and Reporting Program, all in accordance with CEQA requirements. After review and sign-off by Town staff, final documents will be prepared and distributed to the public and decision-makers and presented for consideration and further review and recommendation by the Planning Commission and then for certification by the City Council. We will work closely with Town staff throughout the process and will assist, as needed, in preparing staff reports, CEQA Findings and a Statement of Overriding Considerations, if necessary, and filing required notices.

QUALIFICATIONS AND STAFFING

Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports (EIRs) and other environmental review documents; project review and permit processing; and assistance to local agencies in managing large complex, and controversial projects. Lamphier-Gregory has grown in both size and capability since its inception in 1979. Preparing environmental documents as a prime contractor for cities, counties and other governmental agencies is the firm's primary focus. Typical projects include CEQA and NEPA documents for urban and suburban residential and commercial developments, municipal facilities (e.g. libraries, firehouses, juvenile justice facilities), churches, schools, office buildings transportation projects (e.g., interchange improvements), and industrial projects including gas pipelines and refineries.

The firm is currently staffed with six professional planners who are excellent problem solvers, communicators, and team managers, and – importantly – skillful and efficient writers. Most projects require technical expertise for studies such as traffic or noise impacts, biology or other topics; these are matters for which we subcontract with specialists who have the appropriate level of expertise need for a particular project. Our proposal for the Cartan Field Upgrade Project

includes a team of five subconsultants who will work in close coordination with us to produce the EIR.

Staffing

For the Cartan Field Upgrade Project, the Lamphier-Gregory team will include Nathaniel Taylor, Senior Planner, as Project Manager and principal environmental document preparer, under the direction of Scott Gregory, President, and Project Director. Rebecca Gorton will prepare the air quality and greenhouse gas analyses. Additional support from other staff is available, should it be necessary.

Scott Gregory has managed, prepared and peer reviewed a wide variety of environmental documents including EIRs and Initial Studies/Negative Declarations and EIR Addendums for many public and private development projects and for local General Plans and Specific Plans during his 25 + years of professional planning practice. Scott is currently involved with several large-scale CEQA assignments including an EIR for the redevelopment of a major commercial center in Oakland's Rockridge neighborhood, and an Initial Study/Mitigated Negative Declaration for a mixed-use project in San Francisco involving a medical office building and a 200-unit condominium building. Scott is also leading a team preparing a Specific Plan and EIR for the West Oakland neighborhood and a plan for new sports facilities and related land uses at the Oakland Coliseum complex.

Nat Taylor has been with Lamphier-Gregory for approximately 10 years and has been an outstanding addition to the staff, demonstrating an impressive ability to generate superior quality work in a focused and efficient yet forceful manner. Nat was the principal CEQA document preparer for the two studies for a new library in San Lorenzo for Alameda County and for the proposed Alameda County Government Center on a vacant site in north Dublin. Some of Nat's current work includes an Initial Study/Mitigated Negative Declaration for proposed charter high school in Oakland, coordinating technical studies for a pipeline replacement project for East Bay Municipal Utilities District (EBMUD) and a proposed 15-lot subdivision in the Fairview district of Alameda County.

Rebecca Gorton is our in-house Air Quality and Greenhouse Gas expert as well as an accomplished and effective EIR preparer. Rebecca has closely followed the evolution of laws and regulations pertaining to the study of air quality and GHG impacts, including health risk assessments, and has stayed current with CEQA requirements and study methodologies. Rebecca is often sought out by clients specifically to prepare technical AQ and GHG studies for environmental documents prepared by others. In addition to her focused work in these technical areas, Rebecca is fully capable of producing EIRs for both large and small projects which she has completed on a number of projects throughout the Bay

Scott Gregory, PRESIDENT	
John Courtney, Senior Planner	
Nathaniel Taylor, Senior Planner	
Rebecca Gorton, Senior Planner	
Kevin Colin, Senior Planner	
Ricardo Bressanutti, Senior Planner	
Britt Hallquist, Business & Finance	

Area and in some Central Valley communities. For example, Rebecca was the Project Manager and EIR preparer for the Oyster Point Marina project in South San Francisco for the Shorenstein/SKS development and for an Initial Study/MND for a replacement fire station for the Menlo Park Fire Protection District. Rebecca has also prepared a number of EIRs and MNDs for projects in South San Francisco and one in San Carlos.

Kevin Colin came to Lamphier-Gregory with over nine years of public sector planning experience in the City of Ventura where he gained extensive and comprehensive skills working on both current and long range planning assignments. At Lamphier-Gregory, Kevin applies his knowledge and skills to CEQA document preparation, local government staff supplementation, and preparing Specific Plans and form-based codes. At Lamphier-Gregory, Kevin has proven himself extremely capable of managing and leading multi-disciplinary teams through the CEQA process involving sensitive environmental issues. When tackling work assignments, Mr. Colin enjoys breaking an idea or concept into its most fundamental parts, subjecting those parts to intense scrutiny, and reassembling the idea before



San Rafael Airport Recreation Facility

San Rafael Airport Recreation Facility EIR

The owners of the private San Rafael Airport proposed development of a recreational facility including an indoor soccer field, an outdoor soccer field, and an outdoor practice field, along with associated parking. Lamphier-Gregory prepared an EIR for this project addressing key issues related to aviation safety (including the safety of those who would be using the facility in the immediate vicinity of an active runway), potential noise and lighting effects on the endangered California Clapper Rail that had been observed in the vicinity, visual effects and increased vehicular traffic moving to and from the site. The proposed use of artificial turf for the outdoor fields was also an issue that generated considerable attention during the environmental review process, as this was considered by the applicants to be critical in assuring that the private recreational facility could be profitably used to the maximum extent possible, regardless of weather conditions. These issues were addressed in the EIR which indicated that all potentially significant impacts associated with the proposed facility could be reduced to a level considered less than significant through effective implementation of identified mitigation measures.

Menlo Park Fire Protection District Station 2 Replacement Project IS/MND

Lamphier-Gregory prepared an Initial Study/MND for a

replacement fire station on an in-fill site in East Palo Alto for the Menlo Park Fire Protection District. Lamphier-Gregory was selected for this work by the attorneys for the Fire District, Shute Mihaly & Weinberger. The project involved the acquisition of two adjacent properties (single-family homes), the merger of the lots into one parcel, the demolition of the two acquired homes and the existing outmoded fire station, site clearance and grading, and the construction of a new fire station, fueling facility, communications tower and site paving and landscaping. Because the existing fire station and adjacent homes were more than 50 years old it was necessary to prepare an assessment of the structures as historic resources. The environmental document for this project was quickly certified and the new station has been cleared for construction.

SUBCONSULTANTS TO LAMPHIER-GREGORY

Crane Transportation Group

Crane Transportation Group (CTG) is a traffic and transportation planning firm with offices in the San Francisco Bay Area. Each of the firm's principals has more than 37 years of professional experience in northern and central California as well as additional working experience in southern California and the western United States.

CTG provides advanced traffic and transportation planning skills for the public and private sector. For every study undertaken, our principals provide the expertise of a Registered California Traffic Engineer or a senior transportation planner (AICP). Throughout each study, our principal-in-charge maintains primary involvement, rather than delegating the majority of work to junior staff members, thereby achieving a consistently superior work product. This approach has been maintained for the more than 800 projects completed by CTG principals.

Mark D. Crane, P.E. has over 37 years of experience in traffic and transportation planning.

Carolyn R. Cole, AICP has over 37 years of experience in the fields of urban and regional planning.

Crane Transportation Group has the following experience relative to the project subject to this proposal:

Sacred Heart Schools Master Plan Draft EIR – Town of Atherton. Analysis was conducted in this recently-completed study to determine off-site and driveway access circulation impacts due to expanding enrollment at all schools within the Sacred Heart campus as well as due to relocation of on-site drop off/pickup facilities for some of the students. Data was gathered from previous studies as well as traffic counts/field observations conducted specifically for the EIR. Impacts were determined for both Town of Atherton and City of Menlo Park locations based upon

impact significance criteria specific to each jurisdiction. A close working relationship was maintained with Town of Atherton Planning and Public Works staff during the course of the EIR.

Encinal School Expansion EIR – Menlo Atherton School District (within the Town of Atherton). This recently completed study evaluated the circulation impacts due to planned expansion of the K-5 Encinal School located in the City of Atherton. Intersection and street segment impacts were determined in both Atherton and the City of Menlo Park as well as at the intersection with El Camino Real (State Route 82) providing the most direct connection to the school. Operation of proposed improvements to the school's on-site pickup/drop off area was also evaluated. Measures were developed to mitigate project impacts, including signalization of a nearby intersection. In addition, evaluation was conducted to determine the mitigating effects of school busing and expanding drop off/pickup times for various grades.

Mark D. Crane, P.E. will be principal in charge of the Cartan Fields Upgrade Project circulation and parking analysis. Mr. Crane's resume is included at the rear of the proposal.

Environmental Vision

Environmental Vision (EV) provides specialized planning and design consulting services to address the aesthetics and public perception of environmentally sensitive projects. EV has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. EV's in-depth CEQA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation.

The photo-simulations proposed as part of our work program will be prepared by Marsha Gale, with assistance from Chuck Cornwall and EV staff.

Rosen, Goldberg Der & Lewitz (RGDL)

RGDL was established in 2003. The four principals have extensive experience in both the theoretical and practical aspects of acoustical and audiovisual system design. They have completed hundreds of projects for both the public and private sectors.

The consulting staff at RGDL has extensive experience in the analysis of noise issues related to athletic facilities, as indicated in the projects listed below. Alan Rosen will be project manager. Mr. Rosen has performed environmental noise studies for over 25 years including the projects listed below. Assisting Mr. Rosen will be Harold Goldberg, P.E. Mr. Goldberg is a board certified noise control engineer and an expert in conducting noise studies related to athletic facilities. Their resumes are provided at the end of this

proposal.

Project: Sacred Heart School Master Plan EIR
Location: Atherton, CA
Client: Christopher A. Joseph & Associates

Project: Hillview Middle School Recon-figuration
Location: Menlo Park, CA
Client: Benson Lee

Project: Ross Commons Ballfield Relocation
Location: Ross, CA
Client: T own of Ross

Project: Pleasant Hill Parks Field Upgrades
Location: Pleasant Hill, CA
Client: Jerry Haag Urban Planner

Project: Chabot College Master Plan EIR,
Location: Hayward, CA
Client: DMJMH+N, Inc.

Project: Dublin High School Master Plan EIR
Location: Dublin, CA
Client: LFR Levine Fricke

Project: Maria Carrillo High School Field Lighting
Location: Santa Rosa, CA
Client: Christopher A. Joseph & Associates

Zander Associates

Principals, Michael Zander & Leslie Zander, bring over 40 years of experience in biology, resource management and regulatory review to the complex task of land use planning in California and elsewhere. They work closely with an experienced staff of biologists, planners and water quality experts on every project, to assure the highest quality of service.

The biological resources assessment for the Cartan Fields Upgrade Project will be done by Leslie Zander, Principal.

HortScience

HortScience, Inc. provides consulting services in horticulture, arboriculture and urban forestry. The scope of our projects ranges from predevelopment tree surveys to problem diagnosis to applied research. We have the capability to coordinate multi-disciplinary resource analysis and to design and implement research projects.

Since 1983, HortScience has served clients in the San Francisco Bay Area, California, the United States and abroad. These include state, local and federal government, public agencies and institutions, and commercial clients such as development professionals, engineers, architects, landscape

architects and landscape managers.

Deanne Ecklund, Consulting Arborist, will conduct the tree survey and prepare the arborist report for this project. Deanne is a Certified Arborist, a Certified Tree Risk Assessor and has a Qualified Applicator Certificate from the California Department of Pesticide Regulation. Deanne's resume is included at the rear of this proposal.

WORK SCOPE

The work scope provided below contains tasks required to complete the environmental review process, based on the understanding indicated above.

Task 1: Start-up

Lamphier-Gregory will facilitate one (1) start-up meeting with Town staff to introduce personnel and familiarize ourselves with the Project. This meeting will be held at the Town offices and will follow an agenda that accomplishes, at minimum, the following:

- Review of our approach and work scope;
- Review and agreement on the schedule for the environmental review process;
- Obtain relevant documents and data from Town staff;
- Confirm the Initial Study and EIR templates to be utilized; and,
- Conduct a site visit.

Subsequent to the meeting we will conduct a thorough review of all background material.

Task 2: Prepare Initial Study

As indicated, we will prepare an Initial Study following the format and framework provided by the Environmental Checklist as set forth in Appendix G of the State CEQA Guidelines. We anticipate that the Initial Study will find that many of the environmental topic areas to be evaluated would not result in significant impacts. As appropriate, the Initial Study will indicate topics that would not require further analysis in the EIR. Topics likely to be 'scoped out' from further review are likely to include agricultural and forest resources, cultural/historic resources, geology, hazardous materials, hydrology/water quality, minerals, population/housing, public services, and utilities. Topics that will require detailed technical analysis, or that are found to involve potentially significant impacts in the Initial Study, will be discussed in the Initial Study but with detailed analysis deferred to the EIR.

Following is a description of the technical studies that would support the analysis either in the Initial Study or the EIR, as all such studies would be commenced at approximately the same time.

2.1 Aesthetics

Environmental Vision (EV) will:

1. Collect and review pertinent information, including current project site plans and design drawings and aerial photography for the project site.
2. Consult with Lamphier-Gregory & Town staff to identify potentially sensitive vantage points.
3. Conduct a site visit and using a digital SLR camera, photograph the site from key representative public viewpoints in the vicinity of the Cartan Field project site. Photo viewpoints may include locations along Alejandra Avenue, Brittany Meadows, Isabella Avenue and Camino Real. Global Positioning System (GPS), basemap annotation and photo log recording sheets will be employed in order to document and verify photo viewpoint locations.
4. Use high resolution digital photography and advanced computer modeling and rendering techniques to produce realistic visual simulations that portray the proposed project from key public viewpoints. Computer-generated visual simulations will show proposed project features including rebuilt baseball fields with new spectator seating, the relocated football/soccer/lacrosse field with new spectator seating, the new aquatic center and tennis courts, relocated driveway and parking, light fixtures and new landscaping. In addition, a figure will be prepared to show the location of simulation vantage points and the project site, using a basemap or aerial photograph of the surrounding area. The simulation viewpoints will be selected in consultation with Town staff.

For cost estimating purposes, visual simulations from three (3) viewpoints and one "before" and one "after" image per viewpoint are included. A set of draft and final digital simulation images will be submitted in 8 1/2 by 11 inch color format. One review/revision cycle is included. The visual simulations will be produced based on project information provided to EV. As an optional service, EV will produce visual simulations from additional vantage points or simulations to portray a project alternative (costs provided separately).

Based on the information provided by EV, Lamphier-Gregory will prepare the Aesthetics chapter of the EIR, relating the visual changes proposed by the project to CEQA significance thresholds to determine whether the project would result in significant aesthetic effects. Mitigation measures for any

significant effects will be identified in consultation with Town staff.

2.2 Air Quality

Rebecca Gorton, Senior Planner at Lamphier-Gregory will conduct the Air Quality analysis and prepare the Air Quality chapter for the EIR.

Primary air quality issues associated with the project would be impacts to regional air quality from mobile sources (i.e., project traffic generation) and temporary emissions of dust and diesel exhaust from construction. The Bay Area Air Quality Management District (BAAQMD) June 2010 CEQA Guidelines are technically 'on hold' as a result of a legal challenge but we would recommend using the BAAQMD significance thresholds and analytical models nonetheless as a reasonable means for assessing a project's potential impacts related to air quality and construction period health risk.

The proposed 16.7-acre athletics complex falls below screening levels for operational emissions analysis. However, since the project is in close proximity to surrounding residences, and with deference to the BAAQMD CEQA Guidelines, we will quantify construction period emissions and conduct a construction period health risk assessment. The analysis, which may be included in the Initial Study or deferred to the EIR, will include the following:

1. Setting. We will briefly describe existing air quality conditions based on air quality monitoring data for the area published by the BAAQMD, meteorological conditions that affect air quality in the area, the relevant regulatory environment, and planning efforts to attain and maintain air quality standards.
2. Assess Operational Criteria Pollutant Impacts. The project is below screening levels identified in the BAAQMD CEQA Guidelines for a recreational facility project, and is thus not expected to result in the generation of operational-related criteria pollutant emissions. A qualitative discussion of criteria pollutant emissions will be included.
3. Assess Construction-Period Impacts. We will run an analysis of construction period emissions using the URBEMIS2007 model. The analysis will be based upon a construction schedule to be provided by the Town. It is anticipated that standard mitigation measures will be considered reasonable and feasible to reduce impacts, consisting of measures to control fugitive dust, reduce diesel emissions, and potentially also to minimize off-gassing of construction materials. The number and intensity of measures will depend on results of the quantification, taking into account the proximity of sensitive receptors, as discussed below.

4. Community Risk and Hazard Impacts. The proposed project would not be considered a substantial source of operational toxic air contaminants. However, a construction-period Health Risk Assessment would be required to characterize the level of health risk to nearby sensitive receptors that will be exposed to diesel emissions during construction. We will use the SCREEN3 model and BAAQMD recommended methodologies to determine the health risks. Because of the size of the project, it is anticipated that any potential risks would be reduced below threshold levels with standard mitigation measures.

2.3 Biological Resources (Zander Associates)

Our role will be to assist with the preparation of the Biological Resources section of the Environmental Checklist for the Initial Study, and, if determined necessary, assist with preparation of the biological resources section of the EIR. Following is our anticipated work scope.

1. Compile and review background documents: Zander Associates will compile and review all relevant background information pertinent to the project site including, but not limited to: California Natural Diversity Database records, Soil Survey for San Mateo County, National Wetlands Inventory, and California Native Plant Society rare plant lists... Principal Biologist
2. Prepare Biological Resources Section of Environmental Checklist: Using the checklist format provided by Lamphier Gregory, we will complete all items and provide the necessary explanations to accompany our conclusions for the Biological Resources section. Our scope includes an evaluation of potential adverse effects on riparian vegetation and wildlife in the vicinity of the Atherton Channel located on the northern boundary of the project site.
3. IF NECESSARY: Prepare Biological Resources Section of EIR: If it is determined the project would have a significant effect on biological resources, Zander Associates will proceed with preparation of the Biological Resources Section of the EIR following the format provided by Lamphier Gregory. In order to evaluate impacts, we will need a preliminary grading and drainage plan and a written project description. We will review the applicant-proposed mitigation measures and recommend additional measures as warranted. Estimated costs include preparation of draft section for ADMIN Draft EIR and response to one round of review.

2.4 Arborist Survey - Heritage Trees

HortScience will prepare an Arborist Report to evaluate the impacts to existing trees from the proposed improvements. Following is our scope of work.

HortScience will:

1. Identify the species and measure the trunk diameter of each tree 6" and larger in diameter (estimated at 210).
2. Tag each tree with a metal tag for identification purposes.
3. Evaluate the health and structural condition of each tree.
4. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
5. Evaluate the development impacts on trees from the proposed improvements and identify trees to be preserved or removed based on plans provided by Lamphier – Gregory.
6. Prepare recommendations for protection of trees to be preserved during development and to improve health and longevity of trees proposed for retention.
7. Prepare a Tree Assessment Plan showing location of tree tag numbers (base map provided by Lamphier – Gregory).
8. Compile the above information into an Arborist Report.

2.5 Cultural Resources

Lamphier-Gregory will contact the California Historical Resources Information System, Northwestern Information Center (NWIC) at Sonoma State University to obtain a record search of the project site to identify known sites and previous surveys relevant to the project site and a one-quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or properties eligible for the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) within the area of the record search will be identified. The information from the NWIC will serve as the basis for Lamphier-Gregory to prepare the cultural resources section of the Initial Study.

Lamphier-Gregory assumes that no archaeological sites or features will be identified in the survey. If additional work is required to document the presence of archaeological sites, or to assess potential impacts to such resources, such additional work will be treated as Additional Services under a contract amendment.

2.6 Greenhouse Gas Emissions (GHG)

As noted, the Cartan Field Upgrade Project falls below screening levels for operational emissions of greenhouse gas emissions. Lamphier-Gregory will prepare a qualitative evaluation of GHG for the Initial Study.

2.7 Hydrology/Water Quality

Lamphier-Gregory will coordinate with the project applicant's engineers and designers to describe the proposed site drainage plan and their proposals for compliance with current NPDES requirements to prevent adverse stormwater or water quality effects. Potentially significant effects will be identified and mitigation measures recommended to avoid or minimize water quality impacts.

2.8 Land Use & Planning

The project site is designated PFS (Public Facilities and Schools) in the Atherton General Plan and on the Town Zoning Map. No changes to the General Plan or zoning classifications are proposed. For the Initial Study, Lamphier-Gregory will evaluate and assess the consistency of proposed project against current Master Plans submitted by Menlo School and Menlo College and will evaluate the project's potential to exacerbate conflicts with adjoining land uses.

2.9 Noise (RGDL)

RGDL will perform up to three continuous 48-hour noise measurements and four short-term, 15minute, measurements to quantify existing noise levels at the residential areas nearest to the areas of the fields that would be affected by the project. We will also perform short-term measurements to quantify individual noise sources associated with the project such as the soccer or football play to the extent that these activities occur at some time during our measurement program.

Based on our measurements and published noise data we will evaluate the noise levels from the project including:

- The change in noise levels due to the various components of the project (e.g. sports field use, PA system and parking).
- The potential for increased traffic noise on local roadways
- The potential for increased operational noise due to increased activities
- Demolition and construction noise.

We will assess impacts by comparing project generated noise with applicable Town noise standards and determining whether the project will significantly increase existing noise levels.

The impacts of the project on the nearby residences will be the primary focus of the analysis.

If noise levels are found to exceed the applicable thresholds then we will recommend mitigation measures. We anticipate preparing one draft for administrative review and one final

report. Our report would be written in typical EIR format with setting, impact and mitigation sections. In addition to assessing impacts due to the project we would also evaluate one alternative development scenario and cumulative impacts.

We have included one day of consulting time to respond to public comments. Attendance at public meetings is optional and would be billed on an hourly basis at our standard rates.

2.10 Traffic and Parking (Crane Transp. Group)

The following circulation and parking scope of services has been developed in consultation with Mr. Neal Martin, Atherton Town Planner. Based upon the project description and discussion with Neal Martin, a variety of field surveys will be required in order to properly detail existing Cartan Field trip generation and parking demand as well as potential increases in traffic and parking due to the proposed project.

A detailed set of traffic counts at nearby intersections and the athletic field parking lot driveway will be conducted in conjunction with several days of onsite parking surveys at all lots being utilized by athletic field participants and spectators. Field review and discussions will be held with Menlo School and Menlo College staff before the surveys in order to determine all locations currently being used for athletic field parking and to determine a schedule of activities that will allow all parking surveys and traffic counts to be conducted on representative sports field activity days.

Scope of Work:

1. Startup Meeting (Traffic & Parking Analysis). A startup meeting will be conducted with the Town of Atherton, Menlo College and Menlo School staff to clearly identify all existing traffic and onsite parking issues associated with the existing Cartan Field layout. In addition, a detailed description will be obtained of expected increased traffic and onsite parking that will result due to the proposed Cartan Field upgrade project. Potentially, matrix sheets will be developed for each sport and tabulation developed of onsite parking demand by hour. A distinction will be made between existing parking locations and those expected once additional onsite parking is provided.

A registered traffic engineer will field survey all proposed locations, as well as all onsite parking lots now used by athletic field participants or spectators.

2. Traffic Counts. Weekday AM peak period (7:00-9:00) and PM peak period (4:00-6:00) turn movement counts will be conducted at the following locations on a day identified by the college and school as having representative activities at Cartan Field:

- Valparaiso Avenue/El Camino Real/Glenwood

Avenue Intersection

- Valparaiso Avenue/Emilie Avenue Intersection
 - El Camino Real/Alejandra Avenue Intersection
 - Emilie Avenue/Alejandra Avenue Intersection
 - Alejandra Avenue/Cartan Field parking lot access
3. Existing Intersection Operation. Existing operating conditions (levels of service) will be determined at each major intersection.
 4. Near-Term "Without Project" Traffic Volumes. Weekday AM and PM peak hours "without project" traffic projections will be developed for the near-term horizon year that will reflect conditions the year after expected project completion. A list of approved projects in Atherton and Menlo Park expected to be completed by this year will be provided by the Town of Atherton planning staff. Ideally, traffic studies for these developments will also be provided.
 5. Long-Term "Without Project" Volumes. Long-Term horizon weekday AM and PM peak hours "without project" volumes will be obtained from available study to be selected with town staff.
 6. Future "Without Project" Intersection Operation. Near and long-term horizon "without project" AM and PM peak hour operating conditions (levels of service) will be determined at each major intersection.
 7. Project Trip Generation. Weekday AM and PM peak hour trip generation projections will be developed for the proposed project. A draft set of projections will be developed for two typical combinations of activities at the new Cartan field and compared to existing generation. In addition, a projection will be developed of net new traffic activity associated with a major event.

Draft projections will be developed and submitted to the applicants and town for review.
 8. "With Project" Intersection Operation. "With Project" weekday AM and PM peak hour existing, near and long-term horizon operating conditions will be determined at each major intersection for a typical condition producing the highest increase in traffic. In addition, the net new traffic impact from a major event will also be determined during the peak hour impacted.
 9. Onsite Auto and Pedestrian Circulation. Onsite auto and pedestrian circulation will be evaluated in the context of Town criteria and good traffic engineering practice.
 10. Significant Circulation Impacts & Mitigations. Significant circulation impacts will be identified and mitigation

measures recommended.

11. Admin Draft EIR Circulation Section. An administrative draft EIR circulation section will be prepared and delivered electronically to the prime consultant.
12. Draft EIR Circulation Section. A draft EIR circulation section will be prepared incorporating all agreed to changes in the Admin Draft circulation section. It will be transmitted electronically to the prime consultant.
13. Responses to Comments. Responses will be provided to public and jurisdictional comments. Four hours principal time plus support staff time has been allocated to this task.

PARKING STUDY SCOPE OF SERVICES

1. Parking Surveys. Parking surveys will be conducted during two weekdays of all on and off site locations currently used for Cartan Field parking. Surveys will extend the full length of time that sports field activities are in use. In addition, parking surveys will be conducted during one major event, if one is scheduled during the course of DEIR preparation.
2. Future Parking Demand. Onsite parking demand will be developed on an hourly basis for two typical mixes of activities at Cartan Field. In addition, parking demand will also be projected for a major event. Parking use matrices for each activity will be developed and submitted to the applicant and town for review.
3. Future Parking Demand versus Supply. Onsite parking demand will be compared to the proposed supply for typical and special event conditions.
4. Significant Parking Impacts. Significant parking demand impacts will be identified for typical and special event conditions.
5. Admin Parking Report. An Admin Draft Parking Report will be prepared with findings from the parking analysis. It will be delivered electronically to the prime consultant.
6. Draft Parking Report. A Draft Parking Report will be prepared incorporating all agreed to changes in the Admin Draft Report. It will be delivered electronically to the prime consultant.
7. Responses to Comments. Four hours principal time is allocated to responding to public and jurisdictional comments on the parking study.

Optional Parking Task A weekend parking demand evaluation will be conducted. This will include one day of parking surveys and one typical project activity demand

scenario to be evaluated.

Proposed project off site traffic impacts will be evaluated in the context of existing, near term horizon and long-term horizon (cumulative) background traffic conditions. Proposed project onsite parking demand will be determined for combinations of typical athletic field activities and for one major event. The base scope includes evaluation of parking for weekday conditions only, but an option is provided to survey and evaluate weekend conditions. Since parking evaluation is no longer a CEQA issue, the proposal has been separated into traffic impact and parking analysis sections.

2.11 All Other CEQA Topics

Lamphier-Gregory will conduct the appropriate level of research and analysis to assess potentially significant environmental effects of the Project on all other CEQA required topic areas, including public services, recreation, population and housing and utilities. It is assumed that no significant impacts will be identified in these areas and that additional technical expertise will not be necessary to complete the required level of analysis.

Task 3 Completion of the Initial Study

Lamphier-Gregory will compile the technical information described above and prepare the Initial Study. An administrative draft will be submitted to Town staff for internal review. We will revise the document as directed, assuming no more than two (2) rounds of internal review and revision.

3.1 Notice of Preparation and Filing Initial Study.

We will prepare a Notice of Preparation (NOP) of an EIR in conformance with CEQA Guidelines. After review and approval by Town staff, we will produce fifty (50) copies of the Initial Study and deliver these to the Town for distribution together with the NOP. Lamphier-Gregory will assist Town staff in compiling an appropriate mailing list for distribution and will file the Notices with appropriate agencies (e.g., State Clearinghouse, County Clerk) in accordance with the CEQA Guidelines.

3.2 Public Scoping Session

The Lamphier-Gregory Project Manager will attend a public scoping meeting to present the findings of the Initial Study and to describe the further studies to be undertaken for the EIR. The public will be encouraged to provide input regarding the proposed scope of the EIR. If warranted based on public input, the scope and budget for the EIR may require some adjustment which Lamphier-Gregory and Town staff will negotiate in good faith.

Task 4 EIR

The substantive focus of the EIR will be on those environmental topic areas identified in the Initial Study as having the potential to result in significant impacts and those involving public sensitivity and controversy. We anticipate that these topics will include aesthetics/visual impacts, noise and traffic. Information and impact analysis on these topics not previously included in the Initial Study will be presented in appropriate EIR format including sections on Setting, Impact Analysis and Mitigation.

4.1 Prepare Administrative Draft EIR.

Lamphier-Gregory will compile the technical analyses and complete the analysis of other required environmental issues and produce the first Administrative Draft EIR (ADEIR). The document will include the following components:

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Analysis. This section will be subdivided into subsections, one for each of the environmental topic areas involving detailed impact analyses. Each subsection will include consideration of the following:
 - The environmental setting
 - Impact analysis; and
 - Mitigation measures to avoid or reduce the identified significant environmental effect, and the level of significance following implementation.
 - The potential for cumulative impacts will also be assessed in the topic areas.
5. Alternatives. The Alternatives chapter will evaluate the environmental effects of up to three (3) alternatives) based on consultation with Town staff. The EIR will alternatives will likely include the following:
 - The CEQA-required "No Project" Alternative
 - A reduced scale alternative based on impact avoidance or reduction, after consultation with Town staff.
 - A third alternative - to be defined.

The comparative level of impacts discussed in the Alternatives Chapter will be presented in a matrix format that summarizes the effects of each alternative in relation to significance thresholds. The environmentally superior alternative will be identified.

6. Growth Inducement, Cumulative Impacts, and Irreversible Changes. The EIR will include the required analysis of cumulative effects which will include the impacts of the Project in conjunction with past, present, existing, approved, pending and reasonably foreseeable future projects in the Town of Atherton. Lamphier-Gregory will consult with Town staff to determine what other projects should be included in the analysis. Mitigation measures, if feasible, will be developed to mitigate the Project's contribution to significant cumulative effects.

CEQA considers a project to be growth-inducing if it would foster economic or population growth. The potential growth-inducing impacts of the Project will be evaluated.

Lamphier-Gregory will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of the mandatory impact categories including:

- Unavoidable significant environmental impacts;
- Significant irreversible environmental changes which would be caused by the Specific Plan; and,
- The relationship between short-term and long-term uses of the environment.

7. Appendices and References. This chapter will include identification of the EIR preparers, persons contacted and references consulted. Appendices will be included to present technical information in support of the analysis in the body of the document.

4.2 Revise ADEIR; Prepare & Distribute DEIR

The administrative Draft EIR will be submitted to Town staff for internal Review. Lamphier-Gregory will submit revised drafts involving up to two (2) rounds of revisions. After sign-off by Town staff, Lamphier-Gregory will arrange for the printing, production and delivery to Town staff of fifty (50) hardcopies and one (1) digital copy of the Draft EIR.

4.3 Prepare & File Notice of Completion

Lamphier-Gregory will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and submit the document to the State Clearinghouse. A 45-day public review period will apply.

Lamphier-Gregory will also prepare a Notice of Availability to be distributed by Town staff in accordance with CEQA Guidelines.

All comments on the Draft EIR will be directed to Town staff. At the close of the comment period, Town staff will timely

provide Lamphier-Gregory with copies of all comments received during the public review period.

4.4 Public Hearing

Lamphier-Gregory will attend and provide presentations on the Draft EIR at one (1) public hearing before the Planning Commission. We will assist Town staff in preparing for the public hearing.

Attendance at additional public hearings on the Draft EIR would be considered an Additional Expense, charged at normal hourly rates. Each such additional meeting should be budgeted at a cost of \$750.

Task 5 Final EIR and MMRP

5.1 Responses to Comments.

Lamphier-Gregory will organize and review comments on the Draft EIR and coordinate with Town staff to prepare written responses to comments as part of the Final EIR. This will include:

- A list of persons, organizations, and public agencies commenting on the DEIR;
- Copies of all written comments, and the responses thereto;
- A summary of verbal comments (or a transcript from the hearing(s) on the DEIR received at the public hearing(s) and the responses thereto; and
- Necessary revisions to the DEIR.

We have budgeted for a total of 40 hours of time to prepare responses to comments.

5.2 Prepare Final EIR

Following review by Town staff, Lamphier-Gregory will incorporate requested revisions and prepare the Final EIR for publication and consideration in Project approval hearings. We will submit an Administrative Draft Final EIR (ADFEIR) and will make revisions as directed by Town staff, assuming no more than two rounds of revisions. After sign-off by Town staff on a final version, we will deliver fifty (50) bound copies of the Final EIR together with one (1) digital copy. We will also send the appropriate number of copies of the Final EIR to the State Clearinghouse.

5.3 Mitigation Monitoring & Reporting Program

Lamphier-Gregory will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines §15097. The MMRP will identify the individual responsible for implementing and monitoring each mitigation measure.

5.4 Hearings

The Lamphier-Gregory Project Manager will attend and participate in up to two (2) public hearings related to the certification of the Final EIR, assuming one at the Planning Commission and one before the City Council. Meeting participation will include a presentation of the EIR methods and findings.

Task 6 Meetings, Expenses and Project Management

The enclosed budget assumes thirty-six (36) hours of Project Manager time for subconsultant coordination, meetings and teleconferences with Town staff, and contract management. The budget also includes time for principal oversight and an estimate for direct reimbursable expenses (auto travel, in-house copying, etc.).

BUDGET

Lamphier-Gregory's cost estimate/budget proposal is submitted under separate cover, in accordance with the RFP.

SCHEDULE

Lamphier-Gregory is ready to start work immediately and is willing to work with the Town to achieve the Town's timing objectives.

RESUMES

EXHIBIT F

RFP



Town of Atherton

Town Administrative Offices
91 Ashfield Road
Atherton, California 94027
650-752-0500
Fax 650-688-6528

September 17, 2012

Request for Proposals for Environmental Document Preparation Menlo School and Menlo College, Cartan Field Upgrade Project

The Town of Atherton is seeking proposals from qualified environmental consultants to prepare an Initial Study and Environmental Impact Report and a Mitigation Monitoring Program for the Menlo School and Menlo College, Cartan Field Upgrade Project in the Town of Atherton.

Menlo School and Menlo College are two separate educational institutions located in the Town of Atherton. Although the institutions own separate campuses, they jointly own Cartan Field, a 16.95 acre parcel located at the northwest corner of El Camino Real and Alejandra Avenue. The two institutions share several athletic fields and facilities existing on the parcel. The existing fields and facilities include:

- Two baseball fields; one used by Menlo School and one used by Menlo College
- One multi-purpose field used for football, soccer, lacrosse with a surrounding track with bleachers on both sides
- Six tennis courts
- Several off-street parking spaces
- Miscellaneous storage buildings and facilities

The Cartan Field Upgrade Project involves a complete reconstruction of the fields and facilities plus the addition of 4 new tennis courts, an aquatics center, spectator facilities and additional parking. The applicant's project description is attached for your information.

The environmental consultant would work with the Town Staff and the applicant to develop feasible alternatives to be analyzed in the environmental document. The "no project" alternative should be included in the analysis as required by CEQA.

Potential environmental issues are listed below. The consultant will be expected to address each Initial Study topic in detail during the analysis. However, certain topics such as agricultural resources, mineral resources, population and housing, etc. could be "screened out" if it is determined that there would be no possible impact.

- Aesthetics – would the introduction of new facilities and new buildings have the potential to degrade the existing visual character or quality of the site and its surroundings?
- Biological Resources – would the project result in the removal of any heritage trees? Would the project have any adverse effects on riparian vegetation and wildlife in the vicinity of the Atherton Channel located on the northerly boundary of the site?
- Hydrology and Water Quality – would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems?
- Land Use and Planning – would the project have the potential to exacerbate conflicts with adjoining residential land uses?
- Noise – would the project expose people in the vicinity to noise levels in excess of local standards?
- Public Services – would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities?
- Transportation/Traffic – would the project cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system? Would the project result in inadequate parking capacity?
 - Intersections where traffic counts should be taken and LOS analyses performed are: El Camino Real/Alejandra Avenue, Alejandra Avenue/Emilie Avenue, Emilie Avenue/Valparaiso Avenue and El Camino Real/Valparaiso Avenue/Glenwood Avenue

In general, the proposed scope of work should include or address the items listed below:

- Completion of an Initial Study and analyses of all relevant environmental factors for the project, using the CEQA Environmental Checklist Form as a basis.
- Present the analyses in a report format suitable for use by the public and decision-makers to evaluate the environmental effects of the project.
- Completion of an Environmental Impact Report on all CEQA topics found to be potentially significant in the Initial Study.
- Completion of appropriate notices of preparation along with a recommended mailing list to appropriate persons and agencies other than local residents and property owners.
- It is expected that the environmental consultant would either sub-contract with a traffic and transportation engineer to evaluate the traffic and parking portions of the analysis or have such professionals' on-staff.
- Completion of a Mitigation Monitoring Program addressing the individual responsible for and the timing of reporting and/or monitoring of each recommended mitigation measure.
- Assistance to Town Staff with the circulation of any draft environmental document.
- Preparation of Response to Comments when required and any final environmental document.
- Printing of 50 copies each of the draft and final environmental documents.

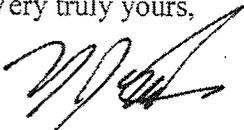
- Attendance at up to four public meetings or hearings to present the environmental documents and answer questions. Please provide an hourly rate for additional meetings if required.
- Any other item that the consultant deems appropriate.

Please submit five (5) copies of your qualifications and proposal for the scope of work to me at the above address by 5:00 p.m. Monday, October 8, 2012. **Do not include a cost estimate with the qualifications and proposal. Please include a detailed cost estimate in a separate, sealed envelope labeled "Cost Estimate"**. The cost estimate of the firm selected will be opened subsequent to selection and will serve as the basis for negotiating the final contract. A standard Atherton professional services contract form is attached for your reference.

We are planning to interview the top qualified firms during the week of October 15 - 19.

Should you have any questions please call at (650) 799-8466 or e-mail vmartin5@pacbell.net.

Very truly yours,



Neal J. Martin, Town Planner

Attachments:

1. Planning Commission Application for Cartan Field Upgrade Project, September 6, 2012
2. Contract form
3. Preliminary schedule

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE TOWN OF ATHERTON AND LAMPHIER-GREGORY**

This First Amendment (“First Amendment”) to the Professional Services Agreement by and between the Town of Atherton ("Town") and Lamphier-Gregory ("Consultant") for professional environmental consulting services associated with the preparation of environmental studies and documents dated November 28, 2012, is entered into as of the 21st day of August, 2013, (“Effective Date”), by and between Town and Consultant.

RECITALS

- A. Town and Consultant are parties to that certain Professional Services Agreement for environmental consulting services dated November 28, 2012 ("Agreement").
- B. Town desires to obtain additional environmental consulting services related to proposed Cartan Field Improvement Project.
- C. Town and Consultant now desire to enter into this First Amendment to provide for the additional services as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

- 1. Exhibit A, Scope of Services. Exhibit A to the Agreement is amended by adding the following new services and associated fees after page 13:

“7. Additional services: The following additional services at the stated costs shall be added to the original scope of services set forth herein:

1. Noise Subconsultants, RGDL: An assessment of the previous iteration of the noise reduction was already begun under a previous contingency allocation. While much of this budget remains, a portion would need to be replenished to re-start the assessment with the revised alternative plan. Additional modeling will also need to be performed to assess the current and proposed conditions with respect to proposed revised noise ordinance standards. Finally, some additional time is necessary to coordinate with team drafting the noise ordinance amendment. The requested additional budget for this expanded scope, including the standard 10% Lamphier-Gregory markup, is \$4,840.

2. Lamphier-Gregory: Attendance at 2 out-of-scope meetings related to this noise reduction alternative has been requested and extra coordination required. Additionally, Lamphier-Gregory will need to review the additional noise assessment and incorporate it in a revised Alternatives chapter for the EIR. The noise ordinance amendment will also need to be incorporated. The requested additional budget for this expanded scope is \$5000.

3. Cultural Subconsultants, WSA: Additional discussion, coordination, requests, and review of iterative alternative plans have pushed WSA over budget and out of scope. The

requested additional budget for this expanded scope, including the standard 10% Lamphier-Gregory markup, is \$1,100.

4. Arborist, HortScience: Additional coordination with the applicant related to urgent recommendations for changes in treatment prior to construction activities and requirements for detailed plan stages have pushed HortScience over budget and out of scope. The total requested additional budget for this expanded noise scope, including the standard Lamphier-Gregory markup, is 578.

5. An additional \$10,000 for contingency purposes should be allocated administratively to be allocated when appropriate.”

2. Exhibit B, Schedule of Performance. Exhibit B to the Agreement is amended by replacing Exhibit B in its entirety with the new Exhibit B, Preliminary EIR Schedule, Revised July 10, 2013 attached and made a part of this First Amendment.
3. Exhibit C, Compensation. Exhibit C to the Agreement is amended by replacing Exhibit C in its entirety with the new Exhibit C, Lamphier-Gregory Cost Estimate for Cartan Field Upgrade Project, dated August 2013 attached and made a part of this First Amendment.
4. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by this First Amendment, remains unmodified and in full force and effect in accordance with its terms.
5. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:

CONSULTANT:

By: _____ / _____
George Rodericks, City Manager
(Date)

By: _____ / _____
Name: _____ (Date)
Title: _____

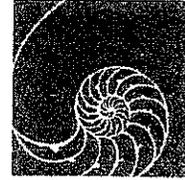
ATTEST:

By: _____ / _____
Name: _____ (Date)
Title: _____

City Clerk

APPROVED AS TO FORM:

City Attorney



July 17, 2013

Neal Martin
Town Planner
Town of Atherton
Planning Department
91 Ashfield Road
Atherton, CA 94027
650.752.0544

RE: Contract Amendment Request – Cartan Field Environmental Analysis, Expanded Assessment of Alternative and Replenishment of Contingency Budget

Dear Neal:

As we have discussed, Lamphier-Gregory is requesting a contract amendment at this time to address out of scope items and related additional budget and replenish the contingency budget. The original contingency budget has been fully allocated with administrative approval to address other out of scope items including payment for Menlo Park traffic data, additional visual modeling, full historical assessment of the on-site stable, and additional noise assessment to address previous alternative plans.

The current request has been motivated by the applicant's submittal of a revised site plan detailing a new noise reduction alternative. Additionally, it is their stated intent to now include an amendment to the Town's noise ordinance as part of the project description to be analyzed in the CEQA document.

The total additional budget request at this time is **\$21,518**, which includes the known expanded scope items at \$11,518 and a contingency budget of \$10,000. These items are discussed below.

Noise Subconsultants, RGDL: An assessment of the previous iteration of the noise reduction was already begun under a previous contingency allocation. While much of this budget remains, a portion would need to be replenished to re-start the assessment with the revised alternative plan. Additional modeling will also need to be performed to assess the current and proposed conditions with respect to proposed revised noise ordinance standards. Finally, some additional time is necessary to coordinate with team drafting the noise ordinance amendment. The requested additional budget for this expanded scope, including the standard 10% Lamphier-Gregory markup, is \$4,840.

Lamphier-Gregory: Attendance at 2 out-of-scope meetings related to this noise reduction alternative has been requested and extra coordination required. Additionally, Lamphier-Gregory will need to review the additional noise assessment and incorporate it into a revised Alternatives chapter for the EIR. The noise ordinance amendment will also need to be incorporated. The requested additional budget for this expanded scope is \$5,000.

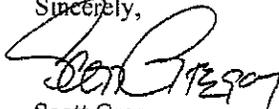
Neal Martin
July 17, 2013
Page 2

Cultural Subconsultants, WSA: Additional discussion, coordination, requests, and review of iterative alternative plans have pushed WSA over budget and out of scope. The requested additional budget for this expanded scope, including the standard 10% Lamphier-Gregory markup, is \$1,100.

Arborist, HortScience: Additional coordination with the applicant related to urgent recommendations for changes in treatment prior to construction activities and requirements for detailed plan stages have pushed HortScience over budget and out of scope. The total requested additional budget for this expanded noise scope, including the standard 10% Lamphier-Gregory markup, is \$578.

So that unforeseen out of scope items that may be encountered moving forward can be addressed without delay, we request an additional \$10,000 for a contingency budget to be allocated administratively, if and when appropriate. This is approximately equivalent to 15% of the remaining budget following approval of the above items.

Sincerely,



Scott Gregory,
President
LAMPHER-GREGORY

Exhibit B

CARTAN FIELD - UPGRADE

Preliminary EIR Schedule

Revised July 10, 2013

Item	Date
Menlo School and Menlo College file CUP application	September 10, 2012
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Start-up meeting	ASAP (between Nov 28 and Dec 5)
Finalize project description and prepare administrative draft Notice of Preparation/Initial Study (NOP/IS)	November 28, 2012 – December 19, 2012
City review, iterative revisions, publish NOP/IS	December 19, 2012 – January 4, 2012
NOP/IS review period	January 4, 2013 – February 4, 2013
Hold scoping session/meeting for public input	Within above range
Prepare Administrative Draft Environmental Impact Report (EIR)	December 12, 2012 – April 12, 2013
City review, iterative revisions, publish Draft EIR	April 15, 2013 – April 30, 2013
Work on Historical and Noise Issues	May 1, 2013 – June 7, 2013
On hold – waiting for revised site plan from applicant	June 7, 2013 – July 12, 2013
Resolve Noise Issues (6 weeks) Goldberg to provide data by Aug. 19	July 15, 2013 – August 26, 2013
Prepare Screencheck DEIR	August 26, 2013 – September 6, 2013
Applicant requests 90 day extension for EIR certification to January 9, 2014	September 2, 2013 for Council meeting of September 18, 2013
Draft EIR 45 day review period	September 10, 2013 – October 24, 2013
One year time limit for EIR completion and certification per CEQA sec. 15108	October 9, 2013
Planning Commission hearing to receive comments on Draft EIR	October 23, 2013
Prepare response to comments and Final EIR	October 25, 2013 – November 29, 2013
City review, iterative revisions, publish Final EIR	December 2, 2013 – December 20, 2013
90 day extension for EIR certification expires	January 9, 2014
Final EIR available to public (10 days)	January 10 - 22, 2014
Planning Commission hearing on EIR certification	January 22, 2014
City Council certifies EIR	February 19, 2014
Planning Commission hearing on CUP application & Noise Ordinance Amendment	March 26, 2014

City Council hearing on Noise Ord. Amendment and CUP application, if appealed	April 16, 2014
City Council Adoption of Noise Ordinance Amendment (Second Reading/Consent Calendar)	May 21, 2014
Noise Ordinance Amendment becomes effective	June 20, 2014

