Council Meeting of
February 7, 2017

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Development – Award a Consulting Services Agreement for the preparation of an Environmental Impact Report (EIR), and all associated work, related to the Butcher-Solana project located at the southwest corner of Hawthorne Boulevard and Via Valmonte.

Expenditure: $156,356.55 (Non-General Fund, funds to be deposited by project applicant)

RECOMMENDATION
Recommendation of the Community Development Director that City Council award a Consulting Services Agreement, to Terry A. Hayes Associates, Inc. of Culver City, CA (RFP B2016-62) in the amount of $148,911.00 with a 5% contingency of $7,445.55, for the preparation of an Environmental Impact Report, and all associated work including peer review of all submitted technical studies, representation at public meetings and preparation of associated Notices and Filings, for the filed Butcher-Solana residential development proposed at the southwest corner of Hawthorne Boulevard and Via Valmonte (EAS16-00001, GPA16-00001, ZON16-00001, CUP16-00004, PRE16-00005, PUD16-00001, and DIV16-00003) for a two year period beginning February 10, 2017 and ending February 10, 2019.

FUNDING
Funding is available from funds to be deposited by project applicant, Reylenn Properties, LLC.

BACKGROUND/ANALYSIS
In March 2016, Reylenn Properties LLC submitted a request for approval of a General Plan Amendment from ‘Low-Density Residential’ designation to ‘Low-Medium Density Residential’, and a Zone Change from A-1 (Light Agricultural) Zone (Hillside Overlay District) to PD (Planned Development) Zone (Hillside Overlay District), in conjunction with a Conditional Use Permit, Precise Plan of Development and Planned Development to allow the construction of a 300-unit multiple-family residential community with up to five stories over three levels of semi-subterranean parking with adjacent three levels of residential units along street frontage. A Vesting Tentative Tract Map 74148 is also required to consolidate 17 existing parcels into 2 parcels and for condominium purposes.

The subject properties are generally bounded by Hawthorne Boulevard to the east, Via Valmonte to the North and the City of Torrance southern boundaries, abutting Palos Verdes Estates to the Southwest and Rolling Hills Estates to the Southeast. The project site includes 17 parcels (APNs 7547-001-018, 7547-001-019, 7547-001-020, 7547-001-021, 7547-002-011, 7547-001-007, 7547-001-008, 7547-001-009, 7547-001-024, 7547-001-025, 7547-001-026, 7547-002-005, 7547-002-006, 7547-002-007, 7547-002-008, 7547-002-009, 7547-002-010).
The combined parcels total 24.682 acres, are zoned A-1 (Light Agricultural) and have a General Plan designation of Low Density Residential, allowing 0-9 units per acre. All of the parcels are also located within the Hillside Overlay District, which is an area that has special protections for view, light, air and privacy impacts for properties located within the Hillside Overlay from development also located within the Hillside Overlay.

The majority of the site has historically been referred to as "Butcher Hill", after the last name of the family that owned portions of the site, which was previously occupied by a diatomaceous soil quarry operation. Past quarrying activities substantially altered the topography of the northern portion of the project site, creating an onsite depression (pit) near the northern portion closets to Via Valmonte, and steep north-facing slopes to the south. The current request proposes to concentrate the proposed development in the previously disturbed areas and preserve the remainder of the site in its current state.

In order to proceed with an application for development, an Environmental Impact Report (EIR) must be prepared by an Environmental consultant to analyze the potential impacts of the project. Part of the selected Environmental consultant's tasks will be a peer review of the technical studies that have been submitted by Reylen Properties LLC, which include:

- Air Quality and Green House Gas Emission Study
- Fault Rupture Hazard Investigation Report
- Soil Geo-Technical Analysis
- Noise and Vibration Study
- Sewer Study
- Hydraulic Network Analysis for Fire and Domestic Water Service

RFP B2016-62 was released on October 31, 2016 with a submittal Due Date scheduled for November 28, 2016 at 3:00 pm. The aforementioned technical studies were made available on the Community Development web-site (www.torranceca.gov/111.htm) for interested parties to review and prepare their work plan and budget proposals accordingly. Two eligible proposals were submitted by the deadline from the following environmental consulting firms:

- PlaceWorks
- Terry A. Hayes Associates, Incorporated

A third proposal was submitted by CASC Engineering and Consulting but was deemed non-responsive, as the packet was not received in accordance with the stated instructions.

A selection committee made up of Community Development Department staff was formed to review and score the two eligible proposals. Members of the committee were chosen due to their prior experience with EIRs and in order to represent different skills from within the department. The Committee was tasked with reviewing and scoring the proposals using the rubric outlined in the RFP (page 5 of RFP in Attachment A) with the goal of selecting a proposal that would best meet the needs of the City and demonstrate the ability of the firm to follow all of the requested services required to properly complete the EIR and all associated tasks. The committee was comprised of four members:

- Linda Cessna, Deputy Director, Community Development Department
- Gregg D. Lodan, AICP, Planning and Environmental Division Manager, Community Development Department
- Danny Santana, Lead Senior Planning Associate, Community Development Department
- Leslie Cortez, Administrative Analyst, Community Development Department

As part of the internal review, the two eligible proposing firms were invited for interviews to further explain their proposals to the committee. The interviews took place on December 15, 2016 and both firms gave presentations on their proposals during the interview phase.
PlaceWorks also submitted an updated proposed budget. Both presentations and PlaceWorks', updated budget have been attached to the rear of their respective proposals. Members of the selection committee were also given the opportunity to ask clarifying questions to the firms in order to assist in the final scoring of the proposals. The internal review committee scored the proposals following their review and the interviews and found that both firms provided comparable cost proposals and work plans. While each proposal met the RFP guidelines as far as the work plan, the committee found that PlaceWorks scored the highest on services included (in-house expertise, legal screen checks of all submitted administrative draft work products, and preparation/filing of associated notices) and on their presentation. However, along with their proposal, PlaceWorks submitted a request that a portion of the City's standard contract indemnification language be removed. The Torrance City Attorney and Risk Management offices recommend against removal of the standard language. PlaceWorks has indicated that although they are interested in providing their services, they are concerned about potential CEQA challenges on the project and would not proceed without removing the subject language. The following tables provide a summary of the Committee's review scores and final ranking, as well as the fee proposals.

Selection Committee Ratings:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Rater 1</th>
<th>Rater 2</th>
<th>Rater 3</th>
<th>Rater 4</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>PlaceWorks</td>
<td>95</td>
<td>96</td>
<td>94</td>
<td>97</td>
<td>95.5</td>
</tr>
<tr>
<td>Terry A. Hayes Associates, Inc.</td>
<td>83</td>
<td>82</td>
<td>90</td>
<td>89</td>
<td>86</td>
</tr>
</tbody>
</table>

Ranking and Fee Summary Comparison Chart:

<table>
<thead>
<tr>
<th>Ranking</th>
<th>Vendor Name</th>
<th>City</th>
<th>State</th>
<th>Evaluation Score</th>
<th>Proposal Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PlaceWorks</td>
<td>Santa Ana</td>
<td>CA</td>
<td>95.5 of 100</td>
<td>$145,748.00</td>
</tr>
<tr>
<td>2</td>
<td>Terry A. Hayes Associates, Inc.</td>
<td>Culver City</td>
<td>CA</td>
<td>86 of 100</td>
<td>$148,911.00</td>
</tr>
</tbody>
</table>

Conclusion and Recommendation

The Community Development Director recommends that City Council award the contract for consulting services related to RFP B2016-62 to Terry A. Hayes Associates, Incorporated for a period of two years from the date of the contracts formal execution in the amount of $148,911.00, with an additional 5% contingency of $7,445.55, for a not to exceed amount of $156,356.55 (RFP2016-62).

Respectfully submitted,

JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

CONCUR:

Jeffery W. Gibson  
Community Development Director

LeRoy J. Jackson  
City Manager

By Gregg Lodan, AICP  
Planning Manager


Attachment B: PlaceWorks Proposal & Presentation
CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of February 10, 2017 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and TERRY A. HAYES ASSOCIATES, INC., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare an Environmental Impact Report (EIR) for the proposed redevelopment of the Butcher-Solana site, in accordance with all associated CEQA requierements and filings.


C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT
   CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through February 9, 2019.

3. COMPENSATION
   A. CONSULTANT's Fee.

   For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $148,911
("Agreement Sum"), plus a contingency amount not to exceed $7,445.55 unless otherwise approved in writing by the CITY.

B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT
A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection
with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT’s responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party’s performance will be excused for a period equal to the period of that cause for failure to perform.
6. **RETENTION OF FUNDS**
CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT’s acts or omissions in performing or failing to perform CONSULTANT’s obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**
Danny Santana, Lead Senior Planning Associate, is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**
The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

   Terry A. Hayes, Chief Executive Officer
   Kevin Ferrier, Senior Planner

9. **INDEPENDENT CONTRACTOR**
CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to
CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE
CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS
CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK
By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK
CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS
Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.
15. **INDEMNIFICATION**
CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively “City Affiliates”) from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subCONSULTANTs or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**
No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**
A. CONSULTANT and its subCONSULTANTs must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and
   b. Primary Property Damage of at least $250,000 per occurrence; or
   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent CONSULTANTs/vendors,
personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS
Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST
A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit,
demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. **Personal delivery.** When personally delivered to the recipient, notice is effective on delivery.

2. **First Class mail.** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3. **Certified mail.** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

4. **Overnight delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

5. **Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

6. **Addresses for purpose of giving notice are as follows:**

   **CONTRACTOR:**
   TERRY A. HAYES ASSOCIATES INC.
   3535 HAYDEN AVENUE, SUITE 350
   CULVER CITY, CA 90232
   Fax: 310-839-4201

   **CITY:**
   City Clerk
   City of Torrance
   3031 Torrance Boulevard
   Torrance, CA 90509-2970
   Fax: (310) 618-2931
B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**
   This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**
   This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**
   The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
   If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
   Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
   This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
   CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.
28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party’s consent or approval of any act by the other party requiring the first party’s consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY’S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney’s fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT’S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this
Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

CITY OF TORRANCE, a municipal corporation

TERRY A. HAYES ASSOCIATES, INC: a California corporation

By: ________________________________
    Terry A Hayes, Chief Executive Officer

ATTEST:

____________________________________
Patrick J. Furey, Mayor

____________________________________
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: ________________________________

Attachments:
Exhibit A  Request for Proposals
Exhibit B  Proposal

Revised: 7/15/2014
EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]
EXHIBIT B

PROPOSAL

[To be attached]
RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

| Location: | Office of the City Clerk  
| 3031 Torrance Blvd.  
| Torrance, CA 90503 |
| Date:     | Monday, November 28, 2016 |
| Time Deadline: | 3:00 p.m. Local (Pacific) Time |

Submittal Requirements

An original plus five (5) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor’s Response (Section III of this document pages 9 through 18) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer’s Affidavit (Attachment 1)

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Monday, November 14, 2016
- Your questions should be directed to:
  
  Danny Santana  
  Lead Senior Planning Associate  
  DSantana@TorranceCA.gov

SECTION I  RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on November 28, 2016. An original and five (5) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: “RFP for Butcher-Solana CEQA Scoping Meeting and Environmental Impact Report Noticing, peer review of submitted Technical Studies, Document preparation, Document reproduction, Required Notice Filing and Representation during Public Hearings”, RFP No. B2016-62”.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

In March 2016, Solana-MKS submitted a request for approval of a General Plan Amendment from ‘Low-Density Residential’ designation to ‘Low-Medium Density Residential’, a Zone Change from A-1 (Light Agricultural) Zone (Hillside Overlay District) to PD (Planned Development) Zone (Hillside Overlay District), in conjunction with a Conditional Use Permit, Precise Plan of Development and Planned Development to allow the construction of a 300-unit multiple-family residential community with up to five stories over three levels of semi-subterranean parking with adjacent three level of residential units along street frontage and a Vesting Tentative Tract Map 74148 to consolidate 17 existing parcels into 2 parcels and for condominium purposes.

The subject properties are generally bounded by Hawthorne Boulevard to the east, Via Valmonte to the North and the City of Torrance southern boundaries, abutting Palos Verdes Estates to the Southwest and Rolling Hills Estates to the Southeast. The project site includes 17 parcels (APNs 7547-001-018, 7547-001-019, 7547-001-020, 7547-001-021, 7547-002-011, 7547-001-007, 7547-001-008, 7547-001-009, 7547-001-024, 7547-001-025, 7547-001-026, 7547-002-005, 7547-002-006, 7547-002-007, 7547-002-008, 7547-002-009, 7547-002-010). The combined parcels total 24.682 acres, are zoned A-1 (Light Agricultural) and have a General Plan designation of Low Density Residential, allowing 0-9 units per acre. All of the parcels are also located within the Hillside Overlay District, which is an area that has special protections for view, light, air and privacy impacts for properties located within the Hillside Overlay from development also located within the Hillside Overlay.

The majority of the site has historically been referred to as “Butcher Hill”, after the last name of the family that has owned portions of the site that was previously occupied by a diatomaceous soil quarry operation. Past quarrying activities substantially altered the topography of the northern portion of the project site, creating an onsite depression (pit) near the northern portion closets to Via Valmonte, and steep north-facing slopes to the south. The current request proposes to concentrate the proposed development in the previously disturbed areas and preserving the remainder of the site in its current state.

Solana-MKS has prepared and submitted the following technical studies that are available at www.torranceca.gov/111.htm and click on the “Butcher-Solana Technical Studies” link under the Spotlight Column along the right side of the web-site:
-Fault Rupture Hazard Investigation
-Soil Geo-Technical Analysis
- Traffic Impact Study
- Air Quality and Green House Gas Emission Study
- Biological Resources
- Noise and Vibration Study
- Sewer Study
- Hydraulic Network Analysis for Fire and Domestic Water Service

Proposals must include a list of any remaining technical studies that will need to be prepared in order to complete a compliant EIR. The awarded vendor will also be required to complete a peer review of each study to verify the technical studies have been properly completed and appropriate to be incorporated into the EIR’s analysis and document preparation. If a technical study is determined to be inadequate, the awarded vendor will consult with the City of Torrance as to what corrective measures are needed to make the technical study(ies) appropriate for analysis/document preparation or the need for preparation of a substitute technical study to be prepared under the awarded vendors supervision.

Definitions:

<table>
<thead>
<tr>
<th>Word</th>
<th>Definition as applied to this RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>The City of Torrance, California</td>
</tr>
<tr>
<td>Vendor, Contractor, Proposer, Firm or Consultant</td>
<td>The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP</td>
</tr>
<tr>
<td>Contract, Purchase Order, Agreement, Purchasing Agreement</td>
<td>The agreement between the awarded Vendor and the City as a result of this Request for Proposals</td>
</tr>
<tr>
<td>Environmental Impact Report (EIR)</td>
<td>Is an Environmental Impact Report, prepared in compliance with CEQA, and is inclusive of all of its iterations, including but not limited, Administrative Review EIR, Draft EIR, and Final EIR.</td>
</tr>
</tbody>
</table>

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP for Butcher-Solana EIR, RFP No. B2016-62” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Questions:

Questions must be submitted in writing via email to Danny Santana, Lead Senior Planning Associate, DSantana@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Monday, November 14, 2016. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP. Any interested parties should send an e-mail to Mr. Santana to ensure they are included in any subsequent communication distributions.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of
a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)
License Requirements:

The successful proposer is required to show proof of a current business license issued by the City of Torrance.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City’s needs. Proposals will be rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, compatibility with the City’s current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determine which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

<table>
<thead>
<tr>
<th>Description of Evaluation Criteria</th>
<th>Possible Points</th>
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<tbody>
<tr>
<td>Understanding of the project and scope of work; and completeness of RFP</td>
<td>25</td>
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<tr>
<td>Qualifications of proposed project team</td>
<td>20</td>
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<tr>
<td>Relevant projects of proposed project team members</td>
<td>15</td>
</tr>
<tr>
<td>Firm’s qualifications and experience with similar projects</td>
<td>10</td>
</tr>
<tr>
<td>Project Schedule</td>
<td>10</td>
</tr>
<tr>
<td>Cost and Cost Effectiveness</td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Total Score</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City’s project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the tasks outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City’s scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City’s project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.
The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of 2 years, from December 20th, 2016 to December 20th, 2018. The City may extend the contract with two (2) additional 1-year extensions.

Fiscal Year Funding:

Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

Consumer Price Index:

If the contract is extended after the second year, commencing in the second year (November 1st, 2018), and the subsequent year, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April). Add whatever price index or benchmark tool that is appropriate for your RFP.

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.
In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer’s of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf
Overview/Introduction:

The City of Torrance is requesting proposals from qualified vendors to provide an Environmental Impact Report (EIR) for the proposed redevelopment of the Butcher-Solana site. The EIR will be prepared and processed in accordance with the provisions of the California Environmental Quality Act (CEQA). The selected consulting firm should have experience in the preparation of EIR's with both soil/topography and open space easement considerations. The selected Consultant will enter into an Agreement for Professional Consultant Services “contract” (attached) with the City to prepare an EIR for the Butcher-Solana Project (Project). The purpose of an EIR is to inform decision-makers and the general public of the environmental effects of a proposed project than an agency may implement or approve. The EIR process is intended to provide information sufficient to evaluate a project and its potential for significant impacts on the environment; to examine methods of reducing adverse impacts; and to consider alternatives to the project.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RPF. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

Successful Proposer must provide a Scope of Work, which includes all components required to initiate, peer review of submitted technical studies and complete an EIR for the Project including the scoping meeting, developing alternatives, performing all the necessary impact analysis for the document, providing draft and final documents, responses to comments, Mitigation Monitoring and Reporting Plan (MMRP), and attending staff meetings and public hearings. The required entitlements needed from the Planning Division are:

- General Plan Amendment (GPA16-00001) from ‘Low-Density Residential’ designation to ‘Low-Medium Density Residential’;
- Zone Change (ZON16-00001) from A-1 (Light Agricultural) Zone (Hillside Overlay District) to Planned Development (PUD16-00001) Zone (Hillside Overlay District);
- Precise Plan of Development
- Conditional Use Permit (CUP16-00004) for residential condominiums; and
- Vesting Tentative Tract Map 74148 (DIV16-00003) to convert 17 parcels into 2 parcels and for condominium purposes.

General Requirements:

The successful proposer will be required to maintain an active City of Torrance Business License and maintain all required insurance coverage as stipulated in the final contract.

Work Plan:

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval. Submitters are encouraged to provide a recommended work plan for review with their proposal that will allow for completion and circulation of the Final EIR, Mitigation Monitoring Reporting Program and preparation of any and all required CEQA filings.
SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

<table>
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<tr>
<th>Street Address</th>
<th>City</th>
<th>Zip Code</th>
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<th>Printed Name/Title</th>
<th>E-Mail Address</th>
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<th>Signature</th>
<th>Date</th>
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Form of Business Organization: Please indicate the following (check one);

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: __________________________

Do you have a Parent Company?: ☐ No ☐ Yes, __________________________ (Name of Parent Company)

Do you have any Subsidiaries?: ☐ No ☐ Yes, __________________________ (Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _______ Years
If less than three (3) years and your company was in business under a different name, what was that name?

______________________________

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

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<tr>
<th>Printed Name</th>
<th>Title</th>
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<th>Telephone</th>
<th>E-Mail Address</th>
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</table>
Proposal Submittal (continued):

Vendor Name: ________________________________________________________

Addenda Received: Please indicate addenda information you have received regarding this RFP:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
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No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? ________________________________

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the second year, commencing in the third year (December 21st, 2018), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April). (If you want to use this be sure to fill in the appropriate date and make sure this is the appropriate index for your situation)

Yes _____ we would agree to add one (1) additional year (after initial second year contract term)

Yes _____ we would agree to add two (2) additional years (after initial second year contract term)

No _____ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

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<th>Name</th>
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<td>Email Address</td>
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</table>

Contract Representative:
Please provide the name of the individual at your company who will be responsible for administering this contract.

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<th>Name</th>
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<td>Email Address</td>
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</tbody>
</table>
Proposal Submittal (continued):

Vendor Name: __________________________________________________________

Sub Contractors:

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☐ Yes, we will be using sub contractors and have listed their contact information below.

☐ No, we will not be using any sub contractors for this project.

<table>
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<tr>
<th>Company Name</th>
<th>Name of Contact</th>
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Please explain the working relationship between your company and the sub contractor.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Proposal Submittal (continued):

Vendor Name: ____________________________

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)
Proposal Submittal (continued):

Vendor Name: ____________________________________________________

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. Please demonstrate that your work will be ADA compliant. (Please attach additional sheets if more space is needed.)
Proposal Submittal (continued):

**Vendor Name:**

**References:**
Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Don't include the City of Torrance as a reference for this RFP.**

<table>
<thead>
<tr>
<th></th>
<th>Name of Company/Agency:</th>
<th>Street Address:</th>
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<tbody>
<tr>
<td>1</td>
<td>City, State, Zip Code:</td>
<td>What Product/Service did you provide to this Company/Agency?</td>
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<tr>
<td></td>
<td>Name of Person to Contact:</td>
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<td></td>
<td>Phone Number of Contact:</td>
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<td></td>
<td>Email Address of Contact:</td>
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<td></td>
<td>Name of Company/Agency:</td>
<td>Street Address:</td>
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<td>2</td>
<td>City, State Zip Code:</td>
<td>What Product/Service did you provide to this Company/Agency?</td>
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<td>Name of Person to Contact:</td>
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<td>Name of Company/Agency:</td>
<td>Street Address:</td>
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<td>3</td>
<td>City, State Zip Code:</td>
<td>What Product/Service did you provide to this Company/Agency?</td>
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<td>Email Address of Contact:</td>
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</tr>
</tbody>
</table>
Proposal Submittal (continued):

Vendor Name: ____________________________________________

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<thead>
<tr>
<th>RFP Submittal Requirement and Acknowledgement</th>
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<tbody>
<tr>
<td>Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.</td>
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<tr>
<td>RFP Scope of Work Questions</td>
<td>Indicate what page in your proposal you have answered this question.</td>
</tr>
<tr>
<td>Did you include original and 5 copies of your RFP Submittal?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Did you include a signed Affidavit Form with your RFP Submittal?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Did you include proof of ________ Certification?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page ____ of this RFP?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Did you complete a project proposal as described in the Technical Requirements?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Did you include all addenda if any issued by the City?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Did you include resumes of no more than three (3) qualified candidates?</td>
<td>□ Yes □ No</td>
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<td>Did you include References?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Are your Wage Rates (Non-Prevailing) Included?</td>
<td>□ Yes □ No</td>
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<tr>
<td>Have you included Proposed Alternative Language to City’s Pro Forma Consulting Services Agreement (if applicable)</td>
<td>□ Yes □ No</td>
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</table>
Vendor Name: ________________________________

### RFP Submittal Requirement and Acknowledgement Continued

#### RFP Scope of Work Questions
Vendors are required to answer each of the questions listed below and indicate what page(s) such responses can be found. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.

**Did you describe your proposed work plan?**
- [ ] Yes  [ ] No
  Page ___ of our submittal.

**Did you describe your experience with the preparation of EIR’s with both soil/topography and open space easement considerations**
- [ ] Yes  [ ] No
  Page ___ of our submittal.

Please indicate that you aware that a City of Torrance Business License will be required to be maintained throughout the duration of the Contract and any extensions.
- [ ] Yes, we are aware and will maintain this, and all other requirements under the RFP, in compliance

### Price Proposal
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not-to-exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.

<table>
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<tr>
<th>Category Description</th>
<th>Proposal Not to Exceed Amount by Category Description</th>
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</table>

Total Amount for Project $
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

__________________________, being first duly sworn deposes and says:

1. That he/she is the ____________________ of ____________________
   (Title of Office) (Name of Company)

Hereinafter called “proposer”, who has submitted to the City of Torrance a proposal for

__________________________,
   (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicitation or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer’s price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer’s proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of ______________, 20____.

__________________________
   (Proposer Signature)

__________________________
   (Title)
CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of February 10, 2017 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and TERRY A. HAYES ASSOCIATES, INC., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare an Environmental Impact Report (EIR) for the proposed redevelopment of the Butcher-Solana site, in accordance with all associated CEQA requirements and filings.


C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through February 9, 2019.

3. COMPENSATION
A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $148,911.
("Agreement Sum"), plus a contingency amount not to exceed $7,445.55 unless otherwise approved in writing by the CITY.

B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**
   A. Termination by CITY for Convenience.

   1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

   2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

      a. cease operations as directed by CITY in the notice;
      b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
      c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

   3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

   B. Termination for Cause.

   1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

   2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection
with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT’s responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party’s performance will be excused for a period equal to the period of that cause for failure to perform.
6. **RETENTION OF FUNDS**
CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT’s acts or omissions in performing or failing to perform CONSULTANT’s obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**
Danny Santana, Lead Senior Planning Associate, is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**
The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

   Terry A. Hayes, Chief Executive Officer
   Kevin Ferrier, Senior Planner

9. **INDEPENDENT CONTRACTOR**
CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to
CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’s failure to comply with CONSULTANT’s duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’s obligations under the Affordable Care Act relating to CONSULTANT’s agents and employees.

10. BUSINESS LICENSE
CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS
CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK
By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from CITY.

13. CARE OF WORK
CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY’s own negligence.

14. CONSULTANT’S ACCOUNTING RECORDS; OTHER PROJECT RECORDS
Records of CONSULTANT’s time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.
15. **INDEMNIFICATION**
CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively “City Affiliates”) from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subCONSULTANTs or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**
No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**
A. CONSULTANT and its subCONSULTANTs must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and
   b. Primary Property Damage of at least $250,000 per occurrence; or
   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent CONSULTANTs/vendors,
personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS
Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST
A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit,
demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. **Personal delivery.** When personally delivered to the recipient, notice is effective on delivery.

2. **First Class mail.** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3. **Certified mail.** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

4. **Overnight delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

5. **Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. **Addresses for purpose of giving notice are as follows:**

   **CONTRACTOR:**
   TERRY A. HAYES ASSOCIATES INC.
   3535 HAYDEN AVENUE, SUITE 350
   CULVER CITY, CA 90232
   Fax: 310-839-4201

   **CITY:**
   City Clerk
   City of Torrance
   3031 Torrance Boulevard
   Torrance, CA 90509-2970
   Fax: (310) 618-2931
B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING
This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT
This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

24. SEVERABILITY
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE
Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS
CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.
28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this
Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

CITY OF TORRANCE,  
a municipal corporation

TERRY A. HAYES ASSOCIATES, INC:  
a California corporation

By:  
Terry A Hayes, Chief Executive Officer

Patrick J. Furey, Mayor

ATTEST:

Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By:  

Attachments:  
Exhibit A  Request for Proposals
Exhibit B  Proposal

Revised: 7/15/2014
EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]
EXHIBIT B

PROPOSAL

[To be attached]
PROPOSAL

BUTCHER-SOLANA REDEVELOPMENT

Prepared for:
CITY OF TORRANCE

Prepared by:
TERRY A. HAYES ASSOCIATES INC.

daha
environmental planners

November 2016
Mr. Danny Santana  
City of Torrance  
Office of the City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503

Re: Proposed Scope and Cost to Prepare the Environmental Impact Report (EIR) for  
the Redevelopment of the Butcher-Solana Site

Dear Mr. Santana:

Terry A. Hayes Associates Inc. (TAHA) is pleased to submit this proposal to prepare the  
Environmental Impact Report (EIR) for the redevelopment of the Butcher-Solana site (proposed  
project) in the City of Torrance. TAHA has been providing public sector clients with  
environmental impact assessment services for more than 32 years, and we are well-versed in  
the issues associated with the proposed project. TAHA is also very familiar with the City of  
Torrance and the City's environmental review process having prepared the Addendum to the  
EIR for the recently constructed Costco and associated gas station and a car wash facility at  
2740 Lomita Boulevard on the between Garnier Street and Crenshaw Boulevard.

For this project, we have teamed with a number of qualified professionals that will support the  
preparation of the EIR. Our Team of environmental consultants and their specific roles are as  
follows:

- Impact Sciences – Biological Resources  
- KPFF – Sewer and Hydrology  
- KOA – Transportation and Traffic  
- Rincon Environmental – Cultural Resources  
- Petra Geosciences – Geotechnical

The TAHA Team is capable of reviewing and either affirming or correcting all of the submitted  
technical studies that have been prepared for the proposed project. Furthermore, our team  
places a high emphasis on the quality of our work products, and we will strive to prepare a clear,  
conce, technically complete and credible environmental document to facilitate informed  
decision-making. The TAHA Team is committed to rapid response to client requests, frequent  
and effective communication and schedule and budget performance. We look forward to  
opportunity to continue working in the City of Torrance.

If you have any questions or comments regarding this proposal, please do not hesitate to  
contact me or Kevin Ferrier, Senior Planner at (310) 839-4200.

Sincerely,

Terry A. Hayes’  
Chief Executive Officer
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<th>Section</th>
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<td>PROPOSAL FORM</td>
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<tr>
<td>SUBCONTRACTORS</td>
<td>9</td>
</tr>
<tr>
<td>BACKGROUND AND EXPERIENCE</td>
<td>11</td>
</tr>
<tr>
<td>WORK PLAN</td>
<td>13</td>
</tr>
<tr>
<td>RESUMES</td>
<td>19</td>
</tr>
<tr>
<td>COST PROPOSAL</td>
<td>24</td>
</tr>
</tbody>
</table>
RFP No. B2016-62

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:
Terry A. Hayes Associates Inc.

<table>
<thead>
<tr>
<th>Name of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>3535 Hayden Avenue, Suite 350</td>
</tr>
<tr>
<td>Culver City</td>
</tr>
<tr>
<td>90232</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(310) 839-4200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(310) 839-4201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:kferrier@webtaha.com">kferrier@webtaha.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 23, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

| Form of Business Organization: Please indicate the following (check one); |
| Corporatio n ☑ Partnership ☐ Sole Proprietorship ☐ Other: ____________________________ |

| Do you have a Parent Company?: ☒ No ☐ Yes, (Name of Parent Company) |
| Do you have any Subsidiaries?: ☒ No ☐ Yes, (Name of Subsidiary Company) |

| Business History: |
| Years in business under your current name and form of business organization? 10 Years |
| If less than three (3) years and your company was in business under a different name, what was that name? __________ |

| Contact for Additional Information: |
| Please provide the name of the individual at your company to contact for any additional information: |
| Kevin Ferrier |
| Senior Planner |

<table>
<thead>
<tr>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(310) 839-4200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:kferrier@webtaha.com">kferrier@webtaha.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>
Proposal Submittal (continued):

Vendor Name: Terry A. Hayes Associates Inc.

Addenda Received: Please indicate addenda information you have received regarding this RFP:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
<th>Addendum No.</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

☐ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? ☐ No

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the second year, commencing in the third year (December 21st, 2018), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April). (If you want to use this be sure to fill in the appropriate date and make sure this is the appropriate index for your situation)

Yes ☐ we would agree to add one (1) additional year (after initial second year contract term)

Yes ☑ we would agree to add two (2) additional years (after initial second year contract term)

No ☐ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Kevin Ferrier

Name (310) 839-4200 (310) 839-4201
Telephone Number Fax Number

Senior Planner

Title kferrier@webtaha.com Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

Liza Almazan

Name (310) 829-4200 (310) 839-4201
Telephone Number Fax Number

Project Cordinator

Title acctg105@webtaha.com Email Address
Vendor Name: Terry A. Hayes Associates Inc.

Sub Contractors:

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☑ Yes, we will be using sub contractors and have listed their contact information below.

☐ No, we will not be using any sub contractors for this project.

See page 9.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Name of Contact</th>
<th>Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
</table>

Please explain the working relationship between your company and the sub contractor.

Terry A. Hayes Associates Inc. (TAHA) has assembled a team of enthusiastic consultants to assist the City of Torrance Planning Department with their environmental and planning needs. The TAHA Team is very experienced in providing management, environmental, planning and technical services that reach beyond the minimum scope of services outlined in the RFP. The TAHA Team presented yis capable of not only preparing environmental documents and technical reports, but would be a dependable ally to aid in the streamlining of the City's environmental review process. The TAHA Team includes the consulting firms listed below and provide in detail in Attachment A.

- Terry A. Hayes Associates (Prime Contractor and Lead)

- Impact Sciences(Biological Resources)

- KPFF Consulting Engineers (Hydrology and Sewer)

- KOA Corporation (Traffic and Transportation)

- Ricon Consultants, Inc. (Cultural Resources)

- Petra Geosciences, Inc. (Geotechnical)
Proposal Submittal (continued):

Vendor Name: Terry A. Hayes Associates Inc.

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

TAHA is an environmental and urban planning firm that has been serving the public sector and private clients with environmental planning services since 1984. TAHA currently has 10 employees, consisting of planners, environmental specialists, and administrative support. TAHA is a Small Business Enterprise (SBE), Minority-Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Community Business Enterprise (CBE). With over 32 years of experience, TAHA provides an array of services that help clients successfully and efficiently complete the environmental process, and certify environmental documents in order to adopt plans, programs and projects.

Most importantly, TAHA has the tools and expertise to synthesize complex documents and present them to the decision-makers and community in an easily understood way, as well as aid in the resolution of environmental issues or conflicts. We take pride in our approach to preparing and providing defensible technical analyses, and in the completion of projects on schedule and within budget. TAHA has extensive experience providing CEQA services to clients regarding projects related to residential developments, including hillside developments, and projects within the City of Torrance. Relevant experience includes the following projects:

- 1641, 1651 & 1657 Burnell Drive Initial Study/Mitigated Negative Declaration (City of Los Angeles)
- 3997 Glenalbyn Drive Initial Study/Mitigated Negative Declaration (City of Los Angeles)
- Jordan Downs Specific Plan EIR (City of Los Angeles)
- Gordon Mull Subdivision Supplemental EIR (City of Glendora)

Additional detail about the TAHA Team’s experience is found on page 11.
Proposal Submittal (continued):

Vendor Name: Terry A. Hayes Associates Inc.

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. Please demonstrate that your work will be ADA compliant. (Please attach additional sheets if more space is needed.)

Based on TAHA Team’s knowledge of the project site and experience evaluating environmental impacts for similar projects, we agree with City staff’s initial assessment of the areas of concern. TAHA will prepare the environmental documentation to satisfy CEQA requirements for the proposed project and will provide consulting services to the City. The work plan will include coordination and community meetings with the City, including a kickoff meeting and site reconnaissance; coordination meetings, and community meetings. The work plan includes the peer review of the technical studies prepared for the project by the TAHA Team in which a comment matrix will be prepared to easily display questions and/or concerns identified in the peer review of the technical study. Further, based on TAHA’s project understanding, the TAHA Team will also prepare a cultural resources report. TAHA will summarize the findings of the technical reports and provide project impact analysis for each environmental issue in the Draft EIR.

For each of the issue areas anticipated to be addressed in the Draft EIR, analysis will include a characterization of existing conditions, identification of evaluation criteria, the assessment of impacts and mitigation measures. TAHA will provide administrative and screencheck drafts for the City review prior to final publication and distribution.

Please see page 19 of the attachments for further details of TAHA’s work plan.
References:
Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. *Don’t include the City of Torrance as a reference for this RFP.*

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Authority of the City of Los Angeles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2500 Wilshire Boulevard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles, CA 90057</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What Product/Service did you provide to this Company/Agency?:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAHA prepared an Alternatives Analysis, NEPA EIS and CEQA EIR for the Los Angeles County Metropolitan Transportation Authority’s (Metro) Crenshaw/LAX Light Rail Transit Project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Person to Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramin Kianfar</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(213) 252-4291</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:ramin.kianfar@hacla.org">ramin.kianfar@hacla.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Los Angeles, Department of City Planning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>201 North Spring Street, Room 667</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles, CA 90012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What Product/Service did you provide to this Company/Agency?:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAHA is preparing an EIR and several addendums and MNDs for the Los Angeles Transit Neighborhood Plans, which is intended to improve pedestrian areas and transportation modes in the City of Los Angeles.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Person to Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patricia Diefenderfer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(213) 978-1170</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:patricia.diefenderfer@lacity.org">patricia.diefenderfer@lacity.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles Community College District - East LA College</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200 W. Floral Drive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monterey Park, CA 91754</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What Product/Service did you provide to this Company/Agency?:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAHA prepared an EIR for the development of the South Gate Educational Center Master Plan in the City of South Gate.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Person to Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Teresa Carvajal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(323) 859-2342 x105</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address of Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:maria.carvajal@build-laccd.org">maria.carvajal@build-laccd.org</a></td>
</tr>
</tbody>
</table>
## RFP Submittal Requirement and Acknowledgement

Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.

<table>
<thead>
<tr>
<th>RFP Scope of Work Questions</th>
<th>Indicate what page in your proposal you have answered this question.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you include original and 5 copies of your RFP Submittal?</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include a signed Affidavit Form with your RFP Submittal?</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include proof of __________ Certification?</td>
<td>☐ Yes ☒ No</td>
</tr>
<tr>
<td>Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page ____ of this RFP?</td>
<td>☒ Yes ☐ No Page 11 of our submittal.</td>
</tr>
<tr>
<td>Did you complete a project proposal as described in the Technical Requirements?</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include all addenda if any issued by the City?</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include resumes of no more than three (3) qualified candidates?</td>
<td>☒ Yes ☐ No Page 19 of our submittal.</td>
</tr>
<tr>
<td>Did you include References?</td>
<td>☒ Yes ☐ No Page 6 of our submittal.</td>
</tr>
<tr>
<td>Are your Wage Rates (Non-Prevailing) Included?</td>
<td>☒ Yes ☐ No Page 24 of our submittal.</td>
</tr>
<tr>
<td>Have you included Proposed Alternative Language to City’s Pro Forma Consulting Services Agreement (if applicable)</td>
<td>☐ Yes ☒ No Page ____ of our submittal.</td>
</tr>
</tbody>
</table>
Proposal Submittal (continued):

**Vendor Name:** Terry A. Hayes Associates Inc.

<table>
<thead>
<tr>
<th>RFP Scope of Work Questions</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors are required to answer each of the questions listed below and indicate what page(s) such responses can be found. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did you describe your proposed work plan?</td>
<td>✗ Yes ☐ No</td>
<td>Page 13 of our submittal.</td>
</tr>
<tr>
<td>Did you describe your experience with the preparation of EIR's with both soil/topography and open space easement considerations</td>
<td>✗ Yes ☐ No</td>
<td>Page 11 of our submittal.</td>
</tr>
<tr>
<td>Please indicate that you aware that a City of Torrance Business License will be required to be maintained throughout the duration of the Contract and any extensions.</td>
<td>✗ Yes, we are aware and will maintain this, and all other requirements under the RFP, in compliance</td>
<td></td>
</tr>
</tbody>
</table>

### Price Proposal

In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.

<table>
<thead>
<tr>
<th>Category Description</th>
<th>Proposal Not to Exceed Amount by Category Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Vendor must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle. Enter each deliverable below.</td>
<td></td>
</tr>
<tr>
<td>Task 1: Kickoff Meeting and Site Reconnaissance</td>
<td>$1,190</td>
</tr>
<tr>
<td>Task 2: Prepare Project Description (IS &amp; EIR)</td>
<td>$10,050</td>
</tr>
<tr>
<td>Task 3: Prepare Initial Study / Notice of Preparation</td>
<td>$9,530</td>
</tr>
<tr>
<td>Task 4: Scoping Meeting</td>
<td>$2,370</td>
</tr>
<tr>
<td>Task 5: Prepare Admin / Screencheck Draft EIR &amp; Peer Review Tech. Studies</td>
<td>$55,280</td>
</tr>
<tr>
<td>Peer Review of Technical Studies</td>
<td>$2,4715</td>
</tr>
<tr>
<td>Preparation of Cultural Resources &amp; Paleontological Study</td>
<td>$5,260</td>
</tr>
<tr>
<td>Task 6: Prepare Draft EIR</td>
<td>$10,260</td>
</tr>
<tr>
<td>Task 7: Draft Responses to Comments</td>
<td>$9,597</td>
</tr>
<tr>
<td>Task 8: Mitigation Monitoring Program</td>
<td>$1,428</td>
</tr>
<tr>
<td>Task 9: Screencheck Final EIR</td>
<td>$5,872</td>
</tr>
<tr>
<td>Task 10: Final EIR</td>
<td>$3,730</td>
</tr>
<tr>
<td>Task 11: Meetings and Hearings</td>
<td>$8,029</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td>$1,600</td>
</tr>
<tr>
<td>Total Amount for Project</td>
<td>$148,911</td>
</tr>
</tbody>
</table>
IMPACT SCIENCES

Impact Sciences provides biological resources services to both the public and private sectors. Established in 1988, Impact Sciences has offices in Pasadena, Camarillo, and Oakland. Impact Sciences Biological Resources staff offers habitat assessment, special status species surveys, wetland assessment, restoration planning, and a range of permit compliance services. With knowledge of the state and federally listed Threatened and Endangered species in California, Impact Sciences biologists participate in and prepare Section 7 consultations with U.S. Fish and Wildlife Service, Federal Section 10a 1(b) take permits, single and multiple-species habitat conservation plans, and California Fish and Game Code Section 2081 take permits. Impact Sciences biologists conduct jurisdictional wetland delineations pursuant to U.S. Army Corps of Engineers (USACE) protocols and prepare permit packages for Section 404 wetland permits, Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certifications, and California Department of Fish and Game’s (CDFG) Section 1600 Streambed Alteration Agreements. As the biological resources expert of the TAHA Team, Impact Sciences role will include the peer review of the Biological Resources Technical Report that was prepared for the proposed project.

The subconsultant contact for this proposal:
Dave Crawford, Managing Principal
(805) 437-1900
dcrawford@impactsciences.com

KPFF CONSULTING ENGINEERS

KPFF Consulting Engineers (KPFF) provides structural and civil engineering services to architects, government agencies, developers, and contractors for projects with a wide range of functions. Established in 1960, KPFF has offices in Los Angeles, Pasadena, Irvine, San Diego, Sacramento, San Francisco, Long Beach, Boise, Seattle, Tacoma, Everett, Lacey, Portland, Eugene, St. Louis, New York, Jordan and the United Arab Emirates. The firm is comprised of more than 980 professionals, including over 382 structural engineers and 190 civil engineers. The Los Angeles offices have over 200 employees.

KPFF’s structural engineers design a wide range of projects including: commercial, office, and corporate headquarters buildings; residential and retail facilities; industrial, educational, health care and high-tech facilities, correctional facilities, as well as bridges and waterfront structures. KPFF’s civil engineering staff accomplishes projects for site development, parks and recreation facilities; and the improvements to existing city streets, urban arterials and highways. KPFF’s scope of services may include site planning, environmental analysis, storm drainage studies, wetlands enhancement, permit coordination; and design of site grading, drainage, storm detention, utilities, access roads, parking facilities and public street improvements. As the civil engineering expert of the TAHA Team, KPFF’s role will include the peer review of the Hydraulic Network Analysis for Fire and Domestic Water Service Study and Sewer Area Study that were prepared for the proposed project.

The subconsultant contact for this proposal:
Thomas Gsell, P.E., Principal
(310) 665-2800
Thomas.gsell@kpff.com
KOACORPORATION

Founded in 1987, KOA Corporation (KOA) is one of the leading traffic engineering, civil engineering, transportation planning and design firms in California, providing consulting services to both the public and private sectors. With more than 90 employees, KOA’s staff includes certified transportation planners and California-registered civil and traffic engineers. KOA has provided engineering services for many of the largest public works and transportation planning projects in California. KOA has substantial experience providing engineering and planning services for all types of projects, including: residential and commercial development projects. As the traffic engineering expert of the TAHA Team, KOA’s role will include the peer review of the Traffic Impact Study that was prepared for the purposed project.

The subconsultant contact for this proposal:
Brian Marchetti, Vice President/Senior Transportation Planner
(323) 260-4703
bmarchetti@koacorp.com

RINCON CONSULTANTS, INC.

Rincon Consultants, Inc was founded in 1994 and is comprised of six technical groups, Environmental Sciences & Land Use Planning, Biological Resources, Site Assessment & Remediation, Water Resources, Sustainability Services, and Cultural Resources. Rincon’s Cultural Resources group is committed to providing high quality cultural resources services to private and public sector clients. Rincon’s staff includes archaeologists who meet or exceed the Secretary of the Interior’s Professional Qualification Standards for prehistoric archaeology, historic archaeology, and history supported by qualified paleontologists, and archaeological and paleontological technicians. As the cultural resources expert of the TAHA Team, Rincon’s role will include the preparation of a Cultural and Paleontological Resources Study.

The subconsultant contact for this proposal:
Laura E. Hoffman, M.A., RPA
(213) 788-4842 ext. 196
lhoffman@rinconconsultants.com

PETRA GEOSCIENCES, INC.

Petra Geosciences, Inc. (Petra) was founded in 1975 and provides comprehensive investigations for geotechnical engineering and engineering geology concerning earth materials and their relationship with engineered structures. Petra’s professional staff of highly qualified technical experts retain the requisite project experience to effectively address the challenging geotechnical and geological issues of southern California. Petra has worked on projects involving active faulting throughout southern California in which several studies were utilized in revising current Alquist–Priolo maps. As the geotechnical expert of the TAHA Team, Petra’s role will include the peer review of the Fault Rupture Hazard Investigation Study that was prepared for the purposed project.

The subconsultant contact for this proposal:
Ian Pace, PG/CEG, Senior Associate Geologist
(714) 549-8921
apace@petra-inc.com
TERRY A. HAYES ASSOCIATES INC. (TAHA)

Terry A. Hayes Associates Inc. (TAHA) is an environmental and urban planning firm that has been providing public sector and private clients with environmental impact assessment and environmental planning services since 1984. TAHA currently has 10 employees, consisting of planners, environmental specialists, and administrative support. TAHA is a Small Business Enterprise (SBE), Minority-Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Community Business Enterprise (CBE).

TAHA has extensive experience providing California Environmental Quality Act (CEQA) services to clients regarding projects related to residential developments, including hillside developments, and projects within the City of Torrance. TAHA has also prepared a wide variety of addenda, amendments and supplements to environmental documents to adapt to changing project definitions and circumstances.

SPECIALIZED SERVICES

Air Quality. TAHA prepares air quality analyses for different types of projects, including commercial and institutional project, and various transportation modes, including light rail and bus rapid transit. Regional construction emission, localized construction concentrations, regional operational emissions, localized carbon monoxide concentrations are analyzed, as well as toxic air contaminants, odors, project consistency with air quality management plans, and cumulative emissions. TAHA also provides localized air quality dispersion modeling using AERMOD. TAHA staff are fully knowledgeable in the operation of emissions factors models, such as EMFAC, and maintain up-to-date listings of all U.S. Environmental Protection Agency (USEPA) AP-42 and South Coast Air Quality Management District (SCAQMD) emission factors.

Greenhouse Gas Emissions. TAHA prepares detailed climate change analyses and greenhouse gas emissions inventories. Climate change assessments generally focus on compliance with California law and policies, including Assembly Bill 32 and Senate Bill 375. Greenhouse gas emission inventories typically include emissions from mobile sources, natural gas consumption, general electricity consumption, electricity consumption associated with the use and transport of water, and solid waste decomposition.

Noise. TAHA provides services related to mobile and stationary noise sources for a wide variety of projects. The noise analysis includes mobile source noise calculations, and quantification of operational noise sources (e.g., recreational activity, mechanical equipment, amplified sound systems and parking lots). TAHA analyzes transportation-related noise impacts during peak travel hours and predicts changes in ambient noise resulting from the use of construction equipment, mechanical equipment, industrial/construction processes, or the use of amplified sound. TAHA has also analyzed unique noise sources, such as athletic activities, crowd noise, and amplified sound. TAHA technical staff is fully conversant with all major noise models and noise analysis protocols, including the Federal Highway Administration Traffic Noise Model. TAHA utilizes certified and calibrated integrating sound level meters to provide accurate short-term or 24-hour field measurements. These sound level meters are capable of storing field measurements and printing standard reports and histograms for measured events.
EXPERIENCE

1641, 1651 & 1657 BURNELL DRIVE
TAHA prepared an Initial Study/Mitigated Negative Declaration for the construction of two single-family residences located at 1641-1651 North Burnell Drive in the hillside community of Mt. Washington in the City of Los Angeles. Key issues of concern addressed in the environmental document included grading, biological resources, tree removal, stormwater runoff, construction haul routes, site access, and cumulative impacts.

3997 GLENALBYN DRIVE
TAHA prepared an Initial Study/Mitigated Negative Declaration for a single-family residential project in the hillside community of Mount Washington in the City of Los Angeles. The proposed project involved the construction of a 4,004-square-foot, three-story single-family residence with an attached garage. Key issues of concern included grading, tree removal, and cumulative impacts.

GORDON MULL SUBDIVISION
TAHA prepared an Environmental Impact Report for the Gordon Mull Subdivision, which includes the development of 18 residential lots on a 41.4-acre property, in addition to the installation of necessary City infrastructure, in the City of Glendora. The project site is zoned Rural Hillside Residential and is bordered by steep slopes that are separated by a hilltop with ridges and plateaus in a biologically diverse area. TAHA identified and analyzed the modified project with the approved project, which generally consisted of changes to the size of building pads and the inclusion of a 1.34-acre neighborhood park. Key issues of concern included aesthetics, air quality and GHG emissions, biological resources, cultural resources, geologic hazards, hydrology and water quality, noise, transportation and traffic, and utilities and service systems.

JORDAN DOWNS SPECIFIC PLAN
TAHA prepared an Environmental Impact Report for Housing Authority of the City of Los Angeles for the redevelopment of Jordan Downs Housing Project, which currently provides 700 housing units for approximately 2,300 residents on 49.4 acres of land. The redevelopment of Jordan Downs includes a one-for-one replacement of the existing housing units and an expansion to accommodate an additional 1,400 housing units on the existing property and 21 acres of County of Los Angeles land that will be annexed to the City of Los Angeles. The EIR was certified in February 2013. Key issues of concern were air quality, cultural resources, land use, noise and traffic.
Terry A. Hayes Associates, Inc. (TAHA) will prepare the environmental documentation to satisfy the California Environmental Quality Act (CEQA) requirements for the proposed Butcher-Solana Project (proposed project). A detailed work plan proposed to complete the environmental clearance process for the proposed project is outlined below.

**Task 1: Kickoff Meeting and Site Reconnaissance.** Upon authorization to proceed, TAHA will meet with the Project Team and obtain any additional information regarding the proposed project. TAHA will review available technical studies prepared for the proposed project and develop a detailed schedule to complete this assignment. In addition, TAHA will conduct a field visit to the Butcher-Solana Project Site to assess the areas of potential environmental impacts.

**Task 2: Prepare Project Description.** TAHA will prepare the project description for the Initial Study/Notice of Preparation (IS/NOP) based on information provided by the Applicant. The project description will be augmented for the Draft EIR with details that have the potential to affect environmental impacts. The project description will include a detailed narrative text supported by graphics that clearly and simply explain the proposed project. In addition, the project description will provide an overview of the background and history of the proposed project and include a clear statement of the project objectives, which will be used in the identification and evaluation of project alternatives.

**Task 3: Prepare Initial Study/Notice of Preparation (IS/NOP).** TAHA will prepare the IS/NOP, which will include an initial forecast of the environmental topics to be addressed in the Draft EIR. To the extent feasible, issue areas will be scoped out of the Draft EIR using the IS, as appropriate. It is anticipated that one cycle of review, comment, and revision will occur prior to finalizing the IS/NOP for public distribution. For purposes of this proposal, we have assumed the the IS/NOP will be published and distributed by City staff.

**Deliverables:** TAHA will deliver one (1) Administrative Draft of the IS/NOP and one (1) Final Draft of the IS/NOP electronically.

**Task 4: Scoping Meeting.** Following the release of the IS/NOP, TAHA will assist City staff in holding a scoping meeting to solicit input from the community on the environmental issues to be evaluated in the Draft EIR.

**Task 5: Prepare Administrative Draft/Final Screenshot Draft EIR and Peer Review Technical Studies.** In consultation with City staff, TAHA will develop a Draft EIR format to be followed for each environmental issue. In order to provide a baseline against which potential environmental impacts can be compared, TAHA will prepare the existing baseline conditions sections for each environmental issue to be evaluated in the Draft EIR. All impacts will be quantified, as necessary, and compared against appropriate standards and guidelines, as currently practiced by the City. For identified significant impacts, feasible mitigation measures will be identified, and the net effectiveness of the mitigation measure discussed.

The environmental topics to be addressed in the Draft EIR will be identified in the IS. Based on our understanding of the proposed project, the following environmental issues will likely be discussed in the Draft EIR:

- Aesthetics
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise and Vibration
- Public Services
- Transportation and Traffic
- Utilities and Service Systems
We understand that the following technical studies or analyses have been prepared for the proposed project and are anticipated to be included in the Draft EIR:

- Air Quality and Greenhouse Gas Emissions Analysis Technical Study
- Biological Resources Technical Report
- Preliminary Geotechnical Investigation
- Fault Rupture Hazard Investigation
- Noise and Vibration Study
- Hydraulic Network Analysis for Fire and Domestic Water Service Study
- Sewer Area Study
- Traffic Impact Study

The TAHA Team will review all the technical reports prepared for the proposed project prior to inclusion in the Draft EIR, to verify that the analysis was prepared in a manner consistent with CEQA statutes and guidelines and City of Torrance standards. The peer review will result in a comment matrix to easily display questions and/or concerns identified in the peer review of the technical study.

For each of the issue areas anticipated to be addressed in the Draft EIR, the analysis will include a characterization of existing conditions, identification of evaluation criteria, the assessment of impacts and mitigation measures:

- **Aesthetics.** TAHA will conduct a visual impact analysis that will comprehensively address the physical layout and components of the proposed project. Based on the project site’s location and potential issues aesthetics regarding view and lighting, visual analysis will address changes in visual character, views/vistas, scenic resources, shadows, lighting, and glare. This section will discuss proposed design guidelines and impacts of the height and massing, which may potentially affect scenic views. Shadow diagrams (based on building envelopes) and other graphics will be provided as needed to illustrate potential aesthetic impacts. Mitigation measures will be developed as necessary to reduce or avoid impacts.

- **Air Quality.** TAHA’s in-house air quality specialist will peer review the Air Quality and Greenhouse Gas Emissions Analysis Technical Study that has been prepared for the proposed project and other relevant documents. Upon completion of the peer review TAHA will summarize their discussions in the Draft EIR. As detailed in the technical study, the air quality analysis will evaluate potential air quality impacts resulting from construction and operation of the proposed project. Construction and operational emissions will be estimated using the California Emissions Estimator Model (CalEEMod) emissions inventory model, which includes emission factors from the California Air Resource Board (CARB) EMFAC2011 and OFFROAD air quality models. The construction analysis will include an assessment of localized exposure to exhaust fugitive dust, equipment exhaust, truck and worker vehicle trips, and architectural coatings. In addition to regional emissions, the air quality analysis will assess the potential for localized impacts from construction activities. Operational emissions will account for trip generation and stationary sources, including natural gas and energy use. The air quality analysis will also discuss toxic air contaminants, consistency with the SCAQMD Air Quality Management Plan and potential odors. If air quality impacts are identified, mitigation measures will be identified to reduce potential impacts to less-than-significant levels.
**Biological Resources.** As part of the TAHA Team, Impact Sciences will review the Biological Resources Technical Report that has been prepared for the proposed project and other relevant documents. Upon completion of the peer review, Impact Sciences will summarize their discussions in the Draft EIR. The biological resources analysis will identify if any sensitive biological resources such as rare plants and animals have been recorded in the project site. This will include a review of the most recent California Natural Diversity Data Base (CNDDB) that lists historical and recent occurrences of sensitive plant and animal species in the project area; and other regulatory agency databases to ensure all biological resource issues are addressed. If a tree inventory survey conducted by a certified arborist is required, TAHA will include the results and recommendations from such a study in the Draft EIR; however, the preparation of tree survey conducted by a certified arborist is not included as part of our scope of work.

**Cultural Resources.** As part of the TAHA Team, Rincon Consultants, Inc. will prepare a cultural resources and paleontological resources study that will identify potential historical, cultural, archeological, and paleontological resources in the project area. The cultural resources and paleontological resources study will include a California Historical Resources Information System (CHRIS) records search of the project area and within a 0.5-mile radius; contact with the Native American Heritage Commission (NAHC) to request a Sacred Lands File search; and a review of paleontological literature, geologic maps, and the geotechnical report prepared in support of the proposed project to determine if fossils have been found on the project site or in the vicinity. Other City documents, such as the City’s General Plan would also be reviewed in the preparation of this evaluation. Upon completion of the records review, Rincon will prepare a Cultural Resources and Paleontological Resources Technical Memo documenting the results of the records search. TAHA will summarize findings of the Cultural Resources and Paleontological Resources Technical Memo in the Draft EIR. Mitigation measures will be developed as necessary to reduce or avoid impacts.

The amendment to the City’s General Plan will require formal government-to-government consultation between the City and NAHC-listed Native American tribes in accordance with Senate Bill 18 of 2005 (SB 18). Under Assembly Bill 52 (AB 52), the City, as the lead agency, is also required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of an EIR. Rincon will assist the City with consultation for both SB 18 and AB 52 and contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search and request a loss of SB 18 and AB 52-specific Native American contacts list. Rincon will contact all entities listed to discern whether any tribe or individual has knowledge of cultural resources within the project boundaries.

**Greenhouse Gas Emissions.** TAHA’s in-house air quality specialist will peer review the Air Quality and Greenhouse Gas Emissions Analysis Technical Study that has been prepared for the proposed project and other relevant documents. Upon completion of the peer review TAHA will summarize their discussions in the Draft EIR. As detailed in the technical study, the GHG analysis will include a GHG emissions discussion and consistency analysis with GHG reduction plans based on changes to VMT. Emissions will also be presented for construction equipment, energy generation, natural gas combustion, solid waste generation, and water use. The Draft EIR will quantify and disclose GHG emissions of the proposed project and will base the impact conclusion on consistency with state, regional, and local GHG reduction policies.
• **Geology and Soils.** TAHA understands that the Preliminary Geotechnical Investigation and Fault Rupture Hazard Investigation reports prepared for the proposed project have been peer reviewed by Kleinfelder. Nonetheless, based on its location in a City-Designated Fault Hazard Management Zone for the Palos Verdes fault, TAHA has also retained Petra Geosciences, Inc. for peer review of the technical reports prepared for the proposed project. TAHA will summarize the geological technical analysis discussions in the Draft EIR. City documents (e.g., General Plan), as well as the most current information available from the California Geological Survey (CGS), will also be reviewed. Using the information from the geotechnical reports and other sources, this section will identify geotechnical constraints and hazards within the project area including active faults, Alquist-Priolo Fault Hazard Zones, liquefaction, subsidence, slope stability, 100-year flood plains, etc. Mitigation measures will be developed as necessary to reduce or avoid impacts.

• **Hydrology and Water Quality.** TAHA will discuss watershed characteristics, regulatory requirements, pollutants of concern, and receiving waters conditions applicable to the proposed project. The analysis will also take into consideration pollutant sources (changes in land uses); changes in the amount of impervious areas and the relation to the amount of runoff (increase or decrease); application of BMPs (number of BMPs, new technologies, effectiveness); and discharges into impaired waters. Mitigation measures will be developed as necessary to reduce or avoid impacts; however, the preparation of a site-specific hydrology/water quality study is not included as part of our scope of work.

• **Hazards and Hazardous Materials.** TAHA will incorporate the findings of relevant databases to identify the historical uses, potential hazardous substances and potential impacts that these substances would have on the proposed project. Other City documents, such as the City’s General Plan would also be reviewed in the preparation of this evaluation. Mitigation measures will be developed as necessary to reduce or avoid impacts; however, the preparation of a site-specific Phase I Environmental Assessment is not included as part of our scope of work. If a site-specific Phase I Environmental Impact Assessment is required, TAHA will include the results and recommendations in the Draft EIR.

• **Land Use and Planning.** We understand that the proposed project requires approval of a General Plan Amendment from ‘Low-Density Residential’ designation to ‘Low-Medium Density Residential’, a Zone Change from A-1 (Light Agricultural) Zone (Hillside Overlay District) to PD (Planned Development) Zone (Hillside Overlay District), in conjunction with a Conditional Use Permit, Precise Plan of Development and Planned Development to allow the construction of a 300-unit multiple-family residential community. TAHA will describe existing plans, objectives, policies, and zoning ordinances that are applicable to the project area, as well as the anticipated changes to the General Plan and zoning ordinance. The analysis will also discuss compatibility with the existing land uses, foreseeable future uses, and intensities of development with particular emphasis on the transition between proposed land uses and adjacent development, either existing or planned. Mitigation measures will be developed as necessary to reduce or avoid impacts.

• **Noise and Vibration.** TAHA’s in-house noise and vibration specialists will peer review the Noise and Vibration Study that has been prepared for the proposed project and other relevant documents. Upon completion of the peer review TAHA will summarize their discussions in the Draft EIR. Based on the technical study, the noise analysis will include the discussion of existing ambient noise levels from existing sources of noise, which will be the baseline of sensitive periods against which project impacts can be evaluated. Any
potential incremental increases at sensitive locations will be compared to the City’s noise standards to determine significance levels. For operational noise, the analysis will focus on changes to on-road noise levels associated with the implementation of the proposed Specific Plan. Mitigation measures will be developed as necessary to reduce or avoid impacts.

- **Transportation and Parking.** KOA Corporation, Inc. will peer review the Traffic Impact Study that has been prepared for the proposed project. Upon completion of the peer review TAHA will summarize their discussions in the Draft EIR. The traffic impact study will identify potential operational traffic impacts (such as congestion, lane reconfigurations, and parking) resulting from the proposed project and recommend improvements to the circulation system. TAHA will review the findings and incorporate the results of the traffic analysis into the Draft EIR. Mitigation measures will be developed as necessary to reduce or avoid impacts.

- **Public Services and Utilities.** In regards to water and wastewater, a Hydraulic Network Analysis for Fire and Domestic Water Service Study and Sewer Area Study were prepared for the proposed project. As part of the TAHA Team, KPFF Consulting Engineers will peer review the technical studies prepared for the proposed project. Upon completion of the peer review TAHA will summarize their discussions in the Draft EIR. TAHA will describe the existing and reasonably anticipated project-related demand for public services and utilities that could be impacted by the proposed project. Analysis of public services and utilities will include police protection, fire protection, emergency medical services, libraries, schools, parks/recreation, water, solid waste disposal, natural gas, and electricity. Mitigation measures will be developed as necessary to reduce or avoid impacts.

- **Other CEQA Mandated EIR Sections.** In accordance with the CEQA Guidelines, TAHA will prepare a cumulative impacts discussion evaluating whether the proposed project could result in impacts that are cumulatively significant when implemented in conjunction with other existing and proposed projects in the area. A discussion of the potential growth-inducing impacts of the proposed project will include discussion outlining the potential for inducing economic or population growth. Cumulative and growth-inducing discussions will evaluate compliance with regional and local growth management policies. Other environmental topics (scoped out from the IS) will likely be summarized under “Effects Determined Not to Be Significant”. Other sections to be prepared include the Table of Contents, Executive Summary, Introduction, etc.

- **Alternatives Analysis.** A No Project Alternative along with other alternatives identified through the EIR process will be addressed in the Draft EIR. Each issue area identified as needing analysis in the scoping process will be briefly discussed, although not at the same level of detail as the proposed project. An Environmentally Superior Alternative, other than the No Project Alternative, will be identified in this section. The primary focus of the work will be to identify alternatives that would substantially reduce or eliminate adverse effects of the proposed project.

**Deliverables:** TAHA will deliver one (1) copy of the Administrative Draft EIR and one (1) copy of the Final Screencheck of Draft EIR electronically.
Task 6: Prepare Draft EIR. The TAHA Team will respond to all City comments on an Administrative and Final Screencheck Draft EIR prior to finalizing the Draft EIR for circulation and public review. It is anticipated that two cycles of review, comment, and revisions will occur prior to finalizing the Draft EIR. For purposes of this proposal we are assuming that City will be responsible for preparing and distributing the Notice of Availability (NOA) and all other public notification activities associated with the Draft EIR.

**Deliverables:** TAHA will deliver five (5) bound copies of the Draft EIR and provide one (1) copy electronically.

Task 7: Draft Responses to Comments. At the end of the Draft EIR public review period, TAHA will address all comments. All comments will be inventoried and responded to in a Response to Comments Chapter of the Final EIR. TAHA will give a unique identifying number to each comment raised and provide a thoughtful written response identified by the same unique tracking number. For budgeting purposes, this scope assumes that no more than 25 comments will require substantive responses. Additional comments beyond this estimate will be addressed on a time-and-materials basis upon written authorization by the City.

Task 8: Mitigation Monitoring Program. For all mitigation measures identified in the Draft EIR, TAHA will prepare a Mitigation Monitoring Program (MMP) that will allow the City to verify that the required mitigation measures are implemented. The MMP will explicitly identify what entity is responsible for implementing the measure, the entity responsible for monitoring enforcement of the measure and the phase of the project (pre-construction, construction, or post-construction) when the measure will be implemented. It is anticipated that two cycles of review, comment, and revisions will occur prior to finalizing the MMP.

Task 9: Screencheck Final EIR. TAHA will prepare a Screencheck Final EIR for the City to review prior to finalizing the Final EIR for public review. The Screencheck Final EIR will include any corrections and additions to the Draft EIR, technical appendices, comment letters and associated responses, and the MMP.

**Deliverables:** TAHA will deliver one (1) electronic copy of the Screencheck Final EIR.

Task 10: Final EIR. TAHA will respond to all City comments on the Screencheck Final EIR prior to finalizing the Final EIR for public review.

**Deliverables:** TAHA will deliver five (5) bound copies of the Final EIR and provide one (1) copy electronically.

Task 11: Meetings and Hearings. For budgeting purposes, TAHA has assumed that we will attend up to three coordination meetings with the City and two community meetings during the development of the proposed project. In addition, the TAHA Team will attend up to three public hearings on the proposed project and the Draft and Final EIRs.
Mr. Ferrier joined TAHA in 2007. His previous experience includes the preparation of land use diligence reports for projects throughout Los Angeles. He is experienced in preparing CEQA/NEPA documents, including initial studies and negative declarations, environmental impact reports for residential, commercial, mixed-use, and school development projects. His primary responsibilities include business development, project management, CEQA/NEPA documentation, land use, mitigation monitoring, technical editing, and staff training.

Relevant Experience

1641, 1651 & 1657 North Burnell Drive. TAHA prepared an expanded Initial Study/Mitigated Negative Declaration for the development of two single-family homes in the community of Mount Washington in the City of Los Angeles. The cumulative environmental impacts of the proposed project and seven additional residences that could be constructed along the north side of Burnell Drive east of Killarney Avenue were also assessed. Key issues addressed included grading, plants, water, stormwater, haul route, site access (road), and cumulative impacts. Mr. Ferrier was the project manager and was responsible for the daily management of the project including the presentation of potential environmental impacts at public hearings held for the project.

3997 Glenalbyn Drive. TAHA prepared an Initial Study/Mitigated Negative Declaration for a single-family residential project in the Mount Washington/Glassell Park Specific Plan Area of the City of Los Angeles. The proposed project involves the construction of a 4,004-square-foot, three-story single-family residence with an attached garage. Key issue was the cumulative impacts of the four proposed new single-family residences. Mr. Ferrier was the project manager and was responsible for the daily management of the project including the presentation of potential environmental impacts at public hearings held for the project.

5245 Santa Monica Boulevard. TAHA prepared an Initial Study/Mitigated Negative Declaration for the development of a mixed-use project located in the Hollywood community of the City of Los Angeles. The project consisted of the development of 74 assisted living units, five retail units, five medical office units, and ten regular office units. Key issues addressed included an analysis of potential noise and shadow impacts. Mr. Ferrier was the project manager and was responsible for the daily management of the project.

Archstone Hollywood Mixed-Use Project. TAHA prepared an Air Quality and Noise Impact Report and an Environmental Impact Report for a mixed-use development on 6911 Santa Monica Boulevard in the City of Los Angeles. The proposed project consisted of the construction of 350 residential units and 15,000 square feet of retail uses on a 4.16-acre site. Key issues of concern included the loss of industrial-zoned land and impacts to historical resources. Mr. Ferrier was the project manager and was responsible for the daily management of the project.

Broadway Streetscape Master Plan. TAHA is preparing a Mitigated Negative Declaration/Environmental Assessment for the streetscape improvement along Broadway Street in Downtown Los Angeles. The Master Plan entails the reconfiguration of Broadway Street from 2nd Street to Olympic Boulevard, within City Council District 14. The Master Plan focuses on transportation, urban planning and design, historic preservation, economic development, and infrastructural improvements along Broadway. Mr. Ferrier was responsible for the daily management of the project.
**Colorado at Lake EIR.** TAHa prepared an Air Quality and Noise Impact Report and an Environmental Impact Report for the development of a three-phased, mixed-use development on the south side of East Colorado Boulevard between South Lake Avenue and South Mentor Avenue in the City of Pasadena. The project included the renovation of an existing historic structure, demolition of existing commercial uses and the development of additional hotel, restaurant, office, retail and residential uses. Key issues included traffic and historic impacts. Mr. Ferrier assisted in impact analysis for the project and was responsible for the daily management of the project.

**El Monte Senior Housing.** TAHa prepared an IS/MND for the construction of a mixed use project at 11605 Garvey Avenue and 3015 La Madera Avenue in the City of El Monte. The applicant is proposing a Senior Housing development with 6,109 sf of ground floor commercial space facing Garvey Avenue and 30 senior housing units on the second and third floors. Mr. Ferrier is the project manager and is responsible for the daily management of the project.

**Gordon Mull Subdivision.** TAHa preparing an EIR for a proposed hillside subdivision in the foothills of the San Gabriel Mountains on the east side of the City of Glendora. The proposed project consist of the development to 19 lots with a two-story single-family residences and associated infrastructure.

**Jordan Downs Specific Plan EIR.** TAHa prepared an Environmental Impact Report for the Housing Authority of the City of Los Angeles for the redevelopment of Jordan Downs. Currently, Jordan Downs provides 700 housing units for approximately 2,300 residents on 49.4 acres of land. The redevelopment of Jordan Downs would include a one-for-one replacement of the existing housing units and an expansion to accommodate an additional 1,400 housing units on the existing property and 21 acres of County of Los Angeles land that will be annexed to the City of Los Angeles as part of the project. Key issues of concern were air quality, cultural resources, land use, noise and traffic. Mr. Ferrier was the project manager and was responsible for the daily management of the project.

**Lakes District Specific Plan.** TAHa prepared an Initial Study/Mitigated Negative Declaration and an Air Quality and Noise Technical Impact Report for the development of a 6.8-acre project site the City of West Covina. A variety of commercial land uses would be permitted including general retail, restaurants, mini-mart, offices, business and service uses. In addition, multi- and single-family housing would also be permitted within the plan area. Key issues included compatibility of land uses, air quality and noise. Mr. Ferrier was the project manager and was responsible for the daily management of the project.

**South and Southeast Los Angeles Community Plan Update.** TAHa is preparing an Environmental Impact Report for update to the South and Southeast Los Angeles Community Plan (Community Plan). The Community Plan is intended to promote an arrangement of land uses, streets, and services in the Community Plan Areas (CPAs) to encourage economic vitality, social and physical well-being, and general health, safety, welfare and convenience for the people who live and work in the CPAs. Key issues include environmental impacts associated with projected growth for the CPAs. Mr. Ferrier is the project manager and is responsible for the daily management of the project.

**Village Trailer Park.** TAHa prepared an Initial Study/Environmental Impact Report for a mixed-use development in the City of Santa Monica. The project includes the closure of the existing Village Trailer Park and construction of mixed-use development that would be split 35/65 between commercial and residential uses, respectively. The non-residential commercial space would include creative/office space and neighborhood serving retail. The residential uses would be comprised of 144 apartment units, 109 of those units would be subject to Santa Monica's rent control ordinance, with 52 of those set aside for low-income residents. The remaining 37 units would be market-rate apartments. Key issues of concern include biological resources, the displacement existing residents, and traffic. Mr. Ferrier was the project manager and was responsible for the daily management of the project.
Mr. Pace has been in the geotechnical and geologic fields since 1987. He has performed numerous trenching studies to evaluate faulting and characterize near-surface materials, construction management and in-grading geologic observation of large earthwork projects involving several million cubic yards of excavation and compacted fills and numerous types of materials. Project types include landfill improvements, residential/industrial projects, roads, pipelines, dams, and tunnels. He has performed geologic investigations addressing the potential effects of adverse geologic conditions (e.g., active faulting, landslides, slope stability, suitability of fill/foundation materials, and depth to bedrock and groundwater), seismic refraction surveys to aid in subsurface mapping and rippability studies. Selected project experience is listed below.

**Fault Investigations**

- La Entrada/Lomas del Sol, Coachella
- Transwest, Indio
- Desert Lakes, Coachella
- The Villas at the Vineyards, Coachella
- Dillon Vineyards Estates
- Granum 456, Riverside County
- MonaCo 90, Coachella
- World 799, Coachella Area, Riverside County
- Overview Project, Riverside County
- RTV - Coachella
- Children’s Museum Tower, City of San Diego, San Diego
- Olinda Alpha Landfill, OCIWMD, Orange County
- Kern County Landfill
Dave Crawford  
Managing Principal, Biological Services

Education  
Bachelor of Science,  
Ecology and Systematic Biology  
California Polytechnic State  
University, San Luis Obispo 1994  

Associate Degree, Selected Studies  
Mesa Junior College  
San Diego, California 1991

Professional Affiliations  
The Wildlife Society  
The American Society of Mammalogists

Mr. Crawford has over 22 years of experience in biology, environmental planning, and project management and is the Managing Principal of Biological Services for Impact Sciences. His responsibilities include preparation of biological resource sections for environmental documents, project scheduling, budget supervision and control, subcontractor coordination, client communication, and specialized field studies. He has directed, managed, and prepared biological resource sections for environmental impact reports, mitigation monitoring plans, special-status species focused surveys, biological resource assessments, biological constraints analyses, construction monitoring and habitat restoration plans for private and public sector clients throughout Southern California.

Mr. Crawford has a thorough understanding of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). He has participated in the development of more than 25 Environmental Impact Reports (EIRs) and 5 NEPA documents within Southern California, including residential, commercial, and industrial developments. In addition, he has substantial experience in processing of coastal development projects with the California coastal zone and has served as the City of Malibu Biologist for over 15 years.

Mr. Crawford has broad knowledge of both state and federal Endangered Species Acts, and state and federal regulations involving biological resources and holds a Section 10(a)(1)(A) Endangered Species Recovery Permit to survey for California gnatcatcher (Polioptila californica), tidewater goby (Eucyclogobius newberryi), and unarmored threespine stickleback (Gasterosteus aculeatus williamsoni), and has been authorized by the US Fish and Wildlife Service to survey for least Bell's vireo (Vireo bellii pusillus), arroyo toad (Anaxyrus californicus), and California red-legged frog (Rana draytonii). His biological expertise includes knowledge of biological and ecological relationships, with particular emphasis on habitat impact analysis and special-status wildlife species.

Representative Professional Experience

- Mr. Crawford provides assistance to City and County governments with projects involving environmental document review and advises on major biological issues. In this capacity he has been serving weekly as the City Biologist for the City of Malibu for over 15 years. Duties include regular correspondence with the public and local officials, review of Planning permit applications to ensure compliance with City and Coastal Zone regulations, review of biology sections in EIRs, Chair of the Environmental Review Board,
and interpretation and implementation of the Malibu Local Coastal Program as certified by the California Coastal Commission. Mr. Crawford also provides regular services to the City of Santa Clarita including peer review of environmental documents, biological studies, construction monitoring, habitat restoration, and mitigation monitoring.

- Management of biological regulatory compliance for the City of Santa Clarita Cross Valley Connector Bridge. This 16-month, $26 million project included the construction of two parallel two-lane bridges across the Santa Clara River. Mr. Crawford managed and conducted the pre-construction biology surveys and the required biological monitoring for the duration of the project.

- Assisted Metropolitan Water District of Los Angeles with surveys and habitat evaluation for unarmored threespine stickleback in association with their future Foothill Feeder shutdown and maintenance program.

- Provides monitoring for Metropolitan Water District of Southern California's quarterly Foothill Feeder valve maintenance program.

- Management of biological regulatory compliance for the City of Santa Clarita McBean Boulevard Bridge widening project. Mr. Crawford conducted pre-construction surveys, developed the environmental training program for all personnel working in the river, and managed the on-site monitoring for the duration of the project.

- Management of biological regulatory compliance for the District 32 Main Relief Trunk Sewer Phase II extension including micro-tunneling under the Santa Clara River. Tasks included daily monitoring of aquatic and avian special-status species during the five-month project.

- Prepared NEPA Natural Environmental Studies (NES) for the City of Santa Clarita's bridge maintenance program.

- Management of biological regulatory compliance for the Newhall Land sewage line installation beneath the Commerce Center Drive Bridge over Castaic Creek. Mr. Crawford conducted the pre-construction biological surveys and conducted and managed the required biological monitoring for the duration of the project. Daily monitoring logs were kept and a final report discussing all activities was prepared for submittal to all permitting agencies.

Dave Crawford Resume
The cost to complete the environmental process will be for a fixed price of $148,911. A detailed cost breakdown for the completion of the EIR is provided on the following page. For each of the tasks identified, we will bill monthly on a percent-complete basis. Document filing fee are not included in our cost and additional work requested of TAHA will be accomplished at our standard hourly billing rates shown below.

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# TERRY A. HAYES ASSOCIATES INC. COST BREAKDOWN TO PREPARE THE BUTCHER-SOLANA REDEVELOPMENT PROPOSAL

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**Grand Total** $148,911.00
ATTACHMENT A

Subconsultants Scope of Work
November 21, 2016

Terry A. Hayes Associates
8522 National Boulevard Suite 102
Culver City, CA 90232

Attn: Kevin Ferrier

Re: Proposal to Provide Peer Review and Prepare an EIR Biological Resources Section for the Solana Torrance Project

Dear Mr. Ferrier:

Impact Sciences looks forward to teaming with TAHA on this project. We understand that you would like Impact Sciences to provide peer review of a Biological Technical Report and prepare an EIR Biological Resources Section for the subject project.

Attached please find a Scope of Work with associated costs. We have also included recent hillside/open space projects and relevant staff resumes.

Please do not hesitate to contact me if you have any questions.

Sincerely,
Impact Sciences, Inc.

Dave Crawford
Managing Principal, Biological Services
Mr. Kevin Ferrier  
November 21, 2016  
Page 2

SCOPE OF WORK

Task 1: Biological Resources Technical Report Peer Review

Impact Sciences’ Principal Biologist, Dave Crawford would review the August 2016 Biological Resources Technical Report prepared by Dudek. Mr. Crawford will provide TAHA with edits, comments, and/or suggestions relative to the thoroughness and content of the report.

Task 1 Cost Estimate $1,440.00

Task 2: Preparation of EIR Biological Resources Section

Based on a preliminary review of the Biological Resources Technical Report prepared by Dudek, much of the work and analysis necessary for an EIR section is provided. Therefore, Impact Sciences is proposing to search the regulatory agency databases (CNDDB, etc.) for updated information and restructure the report to ensure it addresses all aspects of the proposed project.

Task 2 Cost Estimate $3,710.00

Task 3: Responses to Comments

As you are aware, the number and extent of comments on the EIR are unpredictable. As such, it is difficult to estimate a cost for this task. It is our policy to address responses to comments on a time and materials basis. The Principal Biologist would be responding to any comments on any of the biological information that Impact Sciences prepares at a rate of $180 per hour.
Representative Open Space/Hillside Projects that Included Biology

Los Valles Revised Tract Map: Impact Sciences prepared an EIR for the Los Valles project located in the Castaic of the unincorporated County of Los Angeles. The project includes 497 homes on a formerly graded site. The project would require grading of two ridgelines (one with minor grading) and mitigation for biological impacts. Biology tasks included focused special-status plant and wildlife surveys, jurisdictional resource evaluations, biological assessment and subsequent EIR Biological Resource Section including impact analysis and mitigation measures. Tasks also included responses to public and agency comments and development of detailed mitigation and monitoring plans.

The Masters College: Biology tasks included focused special-status plant and wildlife surveys, biological assessment and subsequent EIR Biological Resource Section including impact analysis and mitigation measures.

Five Point Communities (aka Newhall Ranch) Mission Village Project: Biology tasks to date have included numerous focused special-status terrestrial and aquatic wildlife surveys, wildlife movement studies, vegetation clearance monitoring, special-status wildlife capture and relocation plan development and implementation.

Via Princesa East Extension: Biology tasks included focused special-status plant and wildlife surveys, jurisdictional resource evaluations, biological assessment, and subsequent EIR Biological Resource Section including impact analysis and mitigation measures.

Hitch Ranch Specific Plan: Biology tasks included focused special-status plant and wildlife surveys, jurisdictional resource evaluations, biological assessment, and subsequent EIR Biological Resource Section including impact analysis and mitigation measures.

Calabasas Peak Motorway Residential Development: Biology tasks included focused special-status plant and wildlife surveys, biological assessment, and subsequent EIR Biological Resource Section including impact analysis and mitigation measures.
Additional Hillside Experience

**Los Angeles Baseline Hillside Ordinance (BHO) Negative Declaration:** Impact Sciences prepared an ND for the update to the City’s BHO. The updated BHO provides prescriptive requirements related to grading and haul truck trips in the City’s hillside zones.

**Bel-Air Hillside Grading Ordinance:** Impact Sciences prepared an ND for an ordinance that would limit grading and haul truck trips in the Bel-Air neighborhood of Los Angeles.
November 22, 2016

Mr. Kevin Ferrier  
Terry A. Hayes Associates Inc. [TAHA]  
3535 Hayden Avenue, Suite 350  
Culver City, CA  90232

Re: Butcher-Solana Peer Review of Technical Studies  
Proposal for Civil Engineering Services  
KPFF Job #1600686

Dear Kevin:

We are pleased to submit this proposal for civil engineering services required for the above-referenced project. This proposal is based on your e-mailed request for proposal on November 14, 2016, and our subsequent telephone and email correspondences clarifying the scope of services, and the following:

1. RFP No-B2016-62 and Consulting Services Agreement issued by City of Torrance.

PROJECT DESCRIPTION

We understand the proposed “Solana Torrance” condominium project consists of development of a multi-family residential community including 300 residential dwelling units, 676 parking spaces in a subterranean parking structure, and approximately 10,000 square feet of common amenity space/management offices in the city of Torrance, California. The project is generally bounded by Hawthorne Boulevard to the east, Via Valmonte to the North, and the City of Torrance southern boundaries, abutting Palos Verdes Estates to the Southwest and Rolling Hills Estates to the Southeast.

It is our understanding the project boundary is approximately 24.68 acres, of which approximately six acres will be developed. We further understand the project will be developed on land that was disturbed from a former land quarry operation. The balance of the site is proposed to be preserved as natural open space.

It is our understanding the project proponent, Reylenn Properties, LLC commissioned technical studies including but not limited to Sewer Area Study, Hydraulic Network Analysis for Fire and Domestic Water Service, Biological Technical Report, Geotechnical Report, etc., in support of the proposed development, which have been submitted to the City of Torrance for review and approvals.
Mr. Kevin Ferrier, Terry A. Hayes Associates Inc. [TAHA]
Butcher-Solana Peer Review of Technical Studies
Proposal for Civil Engineering Services
KPFF Job #1600686
November 22, 2016
Page 2 of 6

SCOPE OF WORK

As part of the civil engineering peer review of the project, we understand the scope of work will include:


3. Attend a meeting with the City of Torrance/Client project team to discuss findings of the initial review, if needed.

Additional scope of work that may be required for the project, but is either unknown at this time or requested to be broken out on hourly estimated allowance.

A. Services to support Project Planning and Environmental Impact Report (EIR) Review.
   Respond to comments on the EIR and/or Technical Studies once it has been released for public review.

   Our review will be in the form of red-line marked-up of reports and calculations as well as a spreadsheet-style report itemizing issues that may be difficult to communicate on the report.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

1. The reports and calculations will be reviewed in accordance with the City of Torrance design standards, the National Fire Protection Association [NFPA] Construction and Safety Code, and standard engineering practices.

2. Electronic format of the reports, and software analysis model and results will be provided for review, if requested.

3. Project topographical survey and civil drawings will be provided in AutoCAD for our review and use.

4. Fire flow reports from the City of Torrance Municipal Water Department and Fire Department will be provided for our review.

5. The scope of proposal includes one meeting with the City of Torrance and/or Client team.
Mr. Kevin Ferrier, Terry A. Hayes Associates Inc. [TAHA]
Butcher-Solana Peer Review of Technical Studies
Proposal for Civil Engineering Services
KPFF Job #1600686
November 22, 2016
Page 3 of 6

**FEE**

We propose to accomplish the scope of work noted for the following fees:

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<th>Task</th>
<th>Lump Sum Fee</th>
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<td>Hydraulic Network Analysis for Fire and Domestic Water Service Report</td>
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**Total Fees** $6,175

Should the additional scope of services be required, as noted in the Scope of Work, they will be billed as follows:

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<th>Additional Scope</th>
<th>Hourly Fee [Allowance]</th>
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<tr>
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**REIMBURSABLE EXPENSES, PAYMENTS, TERMS, AND CONDITIONS**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and out-of-town travel are separate from our fees and will be billed at cost. Also note that reimbursable travel expenses will include personnel time involved and will be billed at an appropriate hourly rate. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis. Please refer to Attachment A for our current hourly billing rates.

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5 percent of the unpaid balance [18 percent true annual rate] will be added to past due accounts. KPFF reserves the right to terminate the performance of the service without waiving any claims or right against the client and without liability whatsoever if payment is past due the 30 day period.

We propose that all other terms and conditions will be as provided in the Terms and Conditions document as shown in Attachment B.
Traffic Study Peer Review Proposal – Butcher-Solana CEQA (Solana Torrance)
Proposal for TAHA (Client) – November 21, 2016
(KOA Corporation Proposal MB61273)

Thank you for requesting a proposal from KOA Corporation for the peer review of the traffic study and related environmental document coordination, as part of the CEQA review for the proposed Butcher-Solana development project in Torrance.

It is understood by KOA Corporation that the proposed development is a 300-unit multiple-family residential community. The traffic technical study, completed by another firm and dated August 5, 2016, analyzed four scenarios:

- Existing 2016
- Ambient growth 2019
- Project 2019
- Cumulative development 2019

The study area included 11 study intersections and two roadway segments. Each intersection was analyzed using two methods – the Intersection Capacity Utilization (ICU) and Highway Capacity Manual (HCM) methods.

KOA would conduct a general review of analysis assumptions, methodology, and recommendations/conclusions. Level of service calculations, intersection-level trip distribution, and fieldwork accuracy will be examined at a level of detail to give the Client/City and project team adequate confidence in the environmental documentation evaluation.

The primary goal of a traffic study peer review is to provide assurance that all significant impacts have been identified and that the impact analysis and area circulation analysis is technically defensible. A secondary primary goal is to make the document as salvo-proof as possible, helping the local agency to avoid a majority of the public comments that can undermine the perceived accuracy of a report and potentially the credibility of a local agency during public review.

Our proposed scope of work to provide the peer review is provided below.

Scope of Services

1. KOA will review traffic study documents for other recent projects in the area.

2. The core peer review effort will consist of the following specific tasks, and other applicable tasks as defined during a project kick-off meeting or conference call and during the course of review:
   - Project trip generation inputs and calculations will be reviewed and compared to alternate conservative and defensible methodologies, in terms of rate source assumptions. Trip generation calculations will be reviewed for accuracy. Project trip assignment to the study area
will also be reviewed. Consistency of trip distribution to the study area, as appropriate to each scenario, will also be examined. Circulation of site traffic, based on access point restrictions, will be reviewed.

- Trip generation calculations for the cumulative/area projects will be spot-checked for individual projects, and reviewed comprehensively for large projects and sub-totals/totals. Area project volume assignment will be reviewed on a study area-level basis, to determine if all applicable turn movements were considered.

- Study intersection level of service summaries and impact findings for up to 11 intersections, two roadway segment, and four analysis scenarios will be reviewed for proper application of methodology and accuracy. The study intersections will be examined for level of service accuracy based on checks of the provided calculations.

- The general adequacy of recommended mitigation measures will be evaluated on aerial maps, using scaled geometry and conceptual engineering principles. The general feasibility of physical measures will be reviewed in this manner.

- Site parking and circulation issues will be generally reviewed for the adequacy of impact determinations based on City parking code and access/flow issues.

3. KOA will provide a summary of the peer review within a technical memorandum to be the Client. Where issues are defined or general comments are provided, references will be made to page numbers within the traffic report.

4. KOA will review responses to comments on the traffic section provided by the traffic consultant via the Client. The achievement of proper technical responses for the final environmental documentation would be evaluated by KOA and comments would be provided.

Products and Meetings

KOA will produce a technical memorandum that summarizes the peer review, any identified errors or omissions, and any recommendations for alternate methodologies, if any can be identified. All transmissions of the memorandum will be electronic (PDF and Microsoft Word format), as feasible for Client/City review.

This proposal provides for a kick-off meeting and general coordination with the Client and City as needed, but not for preparation and attendance at specific additional in-person meetings. Any need for KOA attendance at additional team/City meetings or public meetings/hearings could be provided for under a time-and-materials basis acceptable to KOA and the Client.

Work Schedule

Upon KOA's receipt of an executed contract from the Client, KOA will make preparations for a kick-off meeting/call. From the date of the kick-off meeting and the receipt of all traffic report text, figures, attachments,
and any supplemental documents, the submittal of the draft peer review summary technical memorandum will take place within four weeks.

Responses to comments can be reviewed within one week of the receipt of numbered letter comments from the Client, depending on the complexity of the comments. The need to coordinate further with the City or the traffic study consultant via the Client to investigate responses could add time to this effort.

Fee Estimate

KOA will perform the work specified in the work scope above for the fee defined in the table below.

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<td>3</td>
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<td>35</td>
<td>2</td>
<td></td>
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<td>$8,260</td>
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</table>

Any additional services requested after the defined tasks are complete will be considered as extra work and those fees will be negotiated prior to the start of work and will need to be secured in writing.

Project Manager

Our proposed Project Manager for this project is Brian A. Marchetti, AICP, but may be subject to change. If you have any questions about this proposal and our scope of services, please contact us at (323) 260-4703.
November 22, 2016
Project No: 16-03613

Kevin Ferrier
Senior Planner
Terry A. Hayes Associates Inc.
8522 National Boulevard, Suite 102
Culver City, CA, 90232
Via email: kferrier@webtaha.com

Subject: Proposal to Provide Cultural Resources Services for the Butcher-Solana Environmental Impact Report, Torrance, Los Angeles County, California

Dear Mr. Ferrier:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to provide you with cultural resources services in support of the Butcher-Solana Environmental Impact Report (EIR) in Torrance, Los Angeles County, California. Rincon understands that the City of Torrance (City) is seeking a qualified consultant team to prepare an EIR for the Butcher-Solana development and associated General Plan amendment. The project site includes 17 parcels of undeveloped land measuring a total of 24.682 acres that are currently zoned A-1 (Light Agricultural) and have a General Plan designation of Low Density Residential, allowing 0-9 units per acre. The project will require a General Plan amendment from 'Low-Density Residential' designation to 'Low-Medium Density Residential', a Zone Change from A-1 (Light Agricultural) Zone (Hillside Overlay District) to PD (Planned Development) Zone (Hillside Overlay District), in conjunction with a Conditional Use Permit, Precise Plan of Development and Planned Development.

The project site was previously occupied by a diatomaceous soil quarry operation, and quarrying activities have substantially altered the topography of the northern portion of the project site. The current request proposes to concentrate the proposed development in the previously disturbed areas and preserving the remainder of the site in its current state. Preliminary research indicates that the quarry is historic in age and thus will require recordation or, if previously recorded, an update. Preliminary research also indicates that the project site, including the previously disturbed area, is located on sediments sensitive for paleontological resources. The following section presents the necessary scope of work to complete cultural and paleontological studies for the project EIR.

Scope of Work

Task 1. Cultural Resources

Task 1a. Background Research

Upon notice-to-proceed, Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project area and a 0.5-mile radius at the South Central Coastal Information Center (SCCIC). The primary purpose of the records search is to identify previously recorded cultural resources
known to exist within or adjacent to the project site. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Resources Inventory, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of cultural resources work previously conducted within and in the vicinity of the project site. Rincon Consultants assumes that this records search will be conducted by SCCIC staff at a cost no more than $600 in direct expenses.

In addition, Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, Rincon will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within or immediately adjacent to the project area.

Task 1b. Cultural Resources Survey

Rincon will conduct a Phase I pedestrian survey of the approximately 24.7-acre project site. Rincon archaeologists will conduct the survey using transects spaced at maximum intervals of 10-15 meters. Preliminary research has identified one historic-age diatomaceous earth quarry located within the project site. For the purposes of this proposal and cost estimate, Rincon assumes that the historic-age quarry is the only cultural resource requiring recordation or updating that will be identified by the records search or field survey within the project site. Rincon further assumes that the quarry will require only minimal recordation. Should additional resources be identified, a change order may be necessary to augment this work program. No subsurface testing will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Task 1c. Cultural Resources Technical Report

Upon completion of Tasks 1 and 2, Rincon will prepare a cultural resources technical report. This technical report will document the results of the study, as well as provide management recommendations for cultural resources within or near the project vicinity. The report will be prepared following the California Office of Historic Preservation’s Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. If locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential and the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a “need to know” basis.

Rincon assumes that a draft of the memorandum will be submitted to TAHA electronically for review. Following one round of review, the memorandum will be finalized and an electronic copy in PDF will be delivered.

Task 2. Paleontological Resources Study

Task 2a. Records Review.

Rincon will review paleontological literature, geologic maps, and the geotechnical report prepared in support of the project to determine if fossils have been found on the project site or in the vicinity and to assess the paleontological sensitivity of geologic units on the property. Rincon assumes no formal locality search or paleontological field survey will be required.
Task 2b. Paleontological Resources Technical Memo.

Upon completion of the records review Rincon will prepare a paleontological resources technical memo. This technical memo will document the results of the records review, as well as provide management recommendations for paleontological resources within or near the project site. The report will include figures depicting the area studied for paleontological resources. Based on one round of comments, one digital copy of the final report will be prepared and submitted. As applicable, potential impacts will be identified and mitigation measures will be recommended.

Optional Task 3. SB 18/AB52 Assistance

The amendment to the City's General Plan will require formal government-to-government consultation between the City and NAHC-listed Native American tribes in accordance with Senate Bill 18 of 2005 (SB 18). Under Assembly Bill 52 (AB 52), the City, as the lead agency, is also required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Under this optional task, Rincon will assist the City with consultation for both SB 18 and AB 52 by contacting the NAHC on its behalf for a review of the Sacred Lands File (SLF) and to request a list of SB 18- and AB 52-specific Native American contacts. Rincon will then provide the City letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with SB 18 and AB 52. This task does not include costs for meetings, outreach, or additional consultation by Rincon.

Assumptions

We have made the following assumptions regarding the proposed cultural resources work program:

- Direct expenses for the SCCIC records search will not exceed $600
- Only one cultural resource, the historic-age diatomaceous earth quarry, will be identified in the project site by the records search and survey.
- No formal locality search or paleontological survey will be required.
- This scope and cost does not include attendance to any meetings.
- SB 18 and AB 52 consultation assistance will be done concurrently
- All deliverables will be presented electronically

Cost and Schedule

The tasks of the proposed work program identified above can commence immediately upon execution of a mutually agreeable contract. Milestones within the project schedule include:

- Records searches: submit request within 2 days of notice to proceed (NTP)
- Sacred Lands File search: submit request within 2 days of NTP
- Field survey: completed within 2 weeks of receipt of records search results
- Draft reports: completed within 3 weeks of field surveys
- Final reports: completed within 1 week of receipt of all comments
- We will provide periodic updates regarding the status of the survey and any findings of potentially significant resources
Terry A. Hayes Associates, Inc.

Butcher-Solana Environmental Impact Report Culture and Paleontological Studies

We estimate that completion of the proposed work scope identified above will require a budget of $4,830 for Tasks 1 and 2. Optional Task 3 will require a budget of $430 for a total amount of $5,260 to complete all three tasks. Please see the following table for a cost breakdown by task. All work would be performed in accordance with our standard professional services agreement or another mutually acceptable contract agreement. This proposal is fully negotiable to meet the needs of TAHA and the City of Torrance.

Table 1. Cost Summary for the Butcher-Solana Environmental Impact Report Cultural and Paleontological Studies

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1. Cultural Resources</strong></td>
<td></td>
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<tr>
<td>Task 1a. Background Research</td>
<td>$880</td>
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<tr>
<td>Task 1b. Cultural Resources Survey</td>
<td>$1,185</td>
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<tr>
<td>Task 1c. Cultural Resources Technical Report</td>
<td>$1,205</td>
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<tr>
<td><strong>Subtotal Task 1</strong></td>
<td>$3,270</td>
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<tr>
<td><strong>Task 2. Paleontological Resources</strong></td>
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<tr>
<td>Task 2a. Records Review</td>
<td>$220</td>
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<tr>
<td>Task 2b. Paleontological Resources Technical Memo</td>
<td>$1,340</td>
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<tr>
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<tr>
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<tr>
<td>Optional Task 3. SB 18/AB 52 Assistance</td>
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<tr>
<td><strong>Total with Optional Task 3.</strong></td>
<td><strong>$5,260</strong></td>
</tr>
</tbody>
</table>

We are enthusiastic about the opportunity to work with you on this project. Rincon is prepared to start this work effort immediately upon execution of the contract. Please contact us if you have any questions regarding this proposal.

Sincerely,

Rincon Consultants, Inc.

Laura Hoffman, M.A., RPA
Archaeological Resources Program Manager

Michael P. Gialketsis
President
Petra Geosciences, Inc. (Petra) is pleased to submit this Scope and fee to provide an independent review of investigations conducted by others to evaluate the presence or absence of active faults for the proposed Butcher-Solana development project.

**PROJECT TEAM**

Petra has worked on projects involving active faulting throughout southern California. Some of our reports were utilized in revising Alquist-Priolo maps. Accordingly, we feel our experience in the region will assist in achieving the project objectives.

**Individual Experience Summary**

Petra’s key personnel are professionals with extensive experience in geotechnical and environmental engineering; engineering geology; hydrogeology; water resources management; and construction quality assurance/quality control. Our professionals stay current with state, federal, and local regulations. Their selected local or public agency projects have been listed below.

| Mr. Alan Pace | Mr. Pace has been in the geotechnical and geologic fields since 1987. He has performed numerous trenching studies to evaluate faulting and characterize near-surface materials. Construction management and in-grading geologic observation of large earthwork projects involving several million cubic yards of excavation and compacted fills and numerous types of materials. Project types include landfill improvements, residential/industrial projects, roads, pipelines, dams, and tunnels. He has performed geologic investigations addressing the potential effects of adverse geologic conditions (e.g., active faulting, landslides, slope stability, suitability of fill/foundation materials, and depth to bedrock and groundwater), seismic refraction surveys to aid in subsurface mapping and rippability studies. Selected project experience is listed below. |
| PG/CEG | Fault Investigations |
| Senior Associate Geologist | ▪ La Entrada/Lomas del Sol, Coachella |
| Role: Principal Consultant/Project Manager | ▪ Transwest, Indio |
| | ▪ Desert Lakes, Coachella |
| | ▪ The Villas at the Vineyards, Coachella |
| | ▪ Dillon Vineyards Estates |
| | ▪ Granum 456, Riverside County |
| | ▪ MonaCo 90, Coachella |
| | ▪ World 799, Coachella Area, Riverside County |
| | ▪ Overview Project, Riverside County |
| | ▪ RTV - Coachella |
| | ▪ Children’s Museum Tower, City of San Diego, San Diego |
| | ▪ Olinda Alpha Landfill, OCTWMD, Orange County |
| | ▪ Kern County Landfill |
PROJECT DESCRIPTION AND OBJECTIVE

The scope work is a review of the active fault investigation report prepared by Geocon West, Inc. prepared for MKS Residential for the Butcher-Solana Project in Torrance, California.

California legislation (The 1972 Alquist-Priolo Earthquake Fault Zoning Act) defines an “active fault” as “a fault that has had surface displacement within Holocene time (about the last 11,000 years),” (Hart and Bryant, 1997, rev. 2007). State of California regulatory Fault Hazard Zones (Alquist-Priolo or A-P Zones) exist throughout southern California. Note that the site is not located in an A-P Zone but is located in a City-Designated Fault Hazard Management Zone for the Palos Verdes fault. Fault investigations in this Zone follow the requirements of the A-P Act for development of habitable structures.

The objective of our review will be to determine the reasonableness of the investigation with relation to:

- sufficient coverage of the site with the subsurface investigation.
- appropriate aerial photo analysis.
- appropriate geologic logging.
- sufficient presentation of the findings, conclusions, and recommendations.
- surveyed location of the trench and any faults observed.
- understanding of the age of the site soils.

At the completion of our review we will submit a letter presenting the results of our review with comments to be addressed or a recommendation of approval.

ESTIMATE OF FEES, CONDITIONS AND EXCLUSIONS

Petra proposes to charge for our services on a time and cost basis in accordance with our standard fee schedule (attached) prevalent at the time the services are provided. We have conducted a limited review of the documents provided in the RFP and prepared the following estimate of fees

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<th>Activity</th>
<th>Approximate Cost</th>
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<td><strong>Total</strong></td>
<td><strong>$4,050.00</strong></td>
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INVOICES AND PAYMENT

Our work will be billed on a Time and Material basis and will reference the specific tasks for which the costs were incurred. Indirect costs such as equipment, materials, and subcontracted work will also be included (if any). The invoices are due and payable upon receipt of the invoice, regardless of whether or not the work is reimbursable by another party. Payment in full is required prior to release of the Draft and/or Final Report.

SCHEDULE

Our schedule is dependent on the size of the project being reviewed. For this project we expect that no more than 2 weeks after receiving an authorized notice to proceed report we would submit a letter with our comments or a recommendation that the report be approved.
ATTACHMENT B

Forms
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER’S AFFIDAVIT

Terry A. Hayes, AICP being first duly sworn deposes and says:

1. That he/she is the [Title of Office] of [Name of Company]

Hereinafter called “proposer”, who has submitted to the City of Torrance a proposal for Butcher-Solana CEQA Scoping Meeting and Environmental Impact Report Noticing, peer review of submitted Technical Studies, Document preparation, Document reproduction, Required Notice Filing and Representation during Public Hearings (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer’s price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 23 day of November, 2016.

[Proposer Signature]

Chief Executive Officer

(Title)
BUTCHER-SOLANA REDEVELOPMENT

CITY OF TORRANCE

Terry A. Hayes Associates Inc.
December 15, 2016

AGENDA

• The TAHA Team
• About TAHA
• Subconsultants
• Project Understanding
• Key Environmental Issues
• Technical Approach
• Why the TAHA Team
THE TAHA TEAM

TERRY A. HAYES ASSOCIATES INC.

- Established in 1984
- A Small Business Enterprise (SBE), Minority-Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Community Business Enterprise (CBE) Minority-Owned Business
- Technical Experts in Visual & Aesthetics Analysis, Air Quality & GHG Analysis, Noise Impact Analysis
RELATED PROJECTS

Torrance Costco Expansion (Addendum)
• Costco which includes a gas station and car wash in Torrance

1641, 1651, & 1657 Burnell Drive (IS/MND)
3997 Glenalbyn Drive (IS/MND)
• Single-family Hillside residences in Los Angeles
• Biological Resources, Tree Removal, Construction Impacts (i.e., Stormwater runoff, Haul Routes)

Gordon Mull Subdivision (EIR)
• 18 Residential Hillside lots in Glendora
• Biological Resources, Tree Removal, Geologic Hazards, Hydrology

RINCON CONSULTANTS

Cultural Resources
• Established in 1994
• Laura Hoffman, M.A, RPA

Task
• Cultural Resources Survey and Technical Report
• Paleontological Resources Technical Memo
• SB 18/AB52 (Native American Tribe Consultation) Assistance

Cost
• $5,260
IMPACT SCIENCES

Biological Resources
- Established in 1988
- David Crawford, Managing Principal

Task
- Peer Review Biological Resources Technical Report
- Response to Comments

Cost
- $5,150

KPFF ENGINEERS

Hydrology and Sewer Analysis Lead
- Established in 1960
- Thomas Gsell, P.E., Principal

Task
- Peer Review Hydraulic Network and Sewer Technical Report
- Response to Comments

Cost
- $7,255
Traffic and Transportation
• Established in 1987
• Brian Marchetti, VP/Senior Transportation Planner

Task
• Traffic Technical Study Peer Review
• Response to Comments

Cost
• $8,260

Geotechnical
• Established in 1975
• Alan Pace, PE/CEG, Senior Associate Geologist

Task
• Peer Review Active Fault Investigation Report
• Conduct Field Reconnaissance
• Prepare Findings and Conclusions

Cost
• $4,050
PROJECT UNDERSTANDING

- 300-unit multi-family community on “Butcher Hill”
- Hillside Overlay District
- Up to 5 stories, with 3 levels of semi-subterranean parking
- Low Density to Low-Med Density Residential
- Request Light Agriculture (A-1) Zone to Planned Development (PD) Zone
- Vesting Tentative Tract Map

KEY ENVIRONMENTAL ISSUES

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use And Planning
- Noise and Vibration
- Transportation and Parking
TECHNICAL APPROACH

- Project Management and Coordination
- Initial Study/Notice of Preparation
- Scoping Meeting
- Draft EIR
- Public Meetings and Hearings
- Mitigation Monitoring and Reporting Program
- Response to Comments / Final EIR

COST BREAKDOWN

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</table>
WHY THE TAHA TEAM?

- Emphasis on credibility of Environmental Review Process
- Team of Experienced Planners
- Established record in preparing legally defensible documents
- Adherence to scientific approach, integrity, and objectivity
- Commitment to budget and schedule

Questions & Answers
RFP No. B2016-62
Butcher-Solana CEQA Services

CITY OF TORRANCE | NOVEMBER 28, 2016
RFP No. B2016-62
Butcher-Solana CEQA Services

CITY OF TORRANCE | NOVEMBER 28, 2016

SUBMITTED TO:
CITY OF TORRANCE
Danny Santana
Lead Senior Planning Associate
3031 Torrance Boulevard
Torrance CA 90503
310.698.5990 | DSantana@TorrancCA.gov

SUBMITTED BY:
PLACEWORKS
William Halligan, Esq.
Principal
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
714.966.9220 | whalligan@placeworks.com
November 28, 2016

Danny Santana
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Subject: Proposal to Provide an Environmental Impact Report for Redevelopment of the Butcher-Solana Site in the City of Torrance

Dear Mr. Santana:

Thank you for the opportunity to submit this proposal to the City of Torrance to prepare an Environmental Impact Report (EIR) for the Butcher-Solana residential development project (proposed project). We understand the City’s objective for defensible environmental documentation pursuant to the California Environmental Quality Act (CEQA), as well as the City’s desire to move forward with the required environmental for the proposed project in a timely and thorough manner. We will prepare all documentation and provide a thorough peer review of any applicant-prepared technical analysis to ensure that it complies with all applicable provisions of state law (e.g., CEQA, tribal consultation/coordination under Assembly Bill 52) and the City’s requirements for implementation of CEQA.

PlaceWorks is recognized for producing environmental documents that are not only legally defensible, but offer unique solutions to addressing new legislation, such as SB 743 and AB 52. Our reputation is demonstrated through our staff’s continuing involvement as advisors to the Governor’s Office of Planning and Research (OPR) in drafting revised CEQA Guidelines, providing technical expertise (beta testing) to South Coast Air Quality Management District for its CalEEMOD model, and as academic instructors for CEQA courses at conferences and universities.

We are enthused about the continuing to build upon the successful relationship with the City, having prepared the Program EIR for the City’s General Plan Update, the Addendum for the Del Amo Fashion Center Modification, and recently, the air quality and noise technical studies for the both the Del Amo Senior Center and the Del Amo Financial Center.

PlaceWorks will manage the entire CEQA process from project initiation through certification of the documents. Our staff will assist the City in drafting staff reports and recommend a clear and concise approach to present the environmental information. Key staff and resources are proposed for this project. William Halligan, Esq., Principal, Environmental Services, will serve as principal-in-charge and be responsible for overall legal defensibility and quality control. Julian Capata, Senior Associate, is proposed as our project manager and the City’s primary day-to-day contact for this assignment. The environmental team will be supported by our in-house technical experts, design and graphics team, technical editing, and clerical staff, as well as our subconsultants.

This proposal includes our scope of services, estimated cost, and preliminary schedule for preparation and processing of an EIR to provide CEQA clearance for the proposed project and shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned at 714.966.9220.

Respectfully submitted,

PLACEWORKS

William Halligan, Esq.
Principal, Environmental Services
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CITY OF TORRANCE BUTCHER-SOLANA ENVIRONMENTAL SERVICES | PLACEWORKS
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RFP No. B2016-62


SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

PlaceWorks

Name of Company

700 S. Flower Street, Suite 600  
Los Angeles, CA  
90017

Street Address  
City  
Zip Code

213.623.1443 x2113  
714.966.9221

Telephone Number  
Fax Number

William Halligan, Esq.  
whalligan@placeworks.com

Printed Name/Title  
E-Mail Address

November 23, 2016  
Date

Form of Business Organization: Please indicate the following (check one);

☑ Corporation  ☐ Partnership  ☐ Sole Proprietorship  ☐ Other: ______________________________

Do you have a Parent Company?:  ☑ No  ☐ Yes, ______________________________ (Name of Parent Company)

Do you have any Subsidiaries?:  ☑ No  ☐ Yes, ______________________________ (Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization?  2.75  Years
If less than three (3) years and your company was in business under a different name, what was that name?
In 1975, PlaceWorks was founded under the name. The Office of Planning & Research, incorporated and operated between 1977 and 2014 under the name, The Planning Center, and changed to PlaceWorks in 2014.

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Julian F. Capata  
Senior Associate (proposed Project Manager)

Printed Name  
Title

213.623.1443  
icapata@placeworks.com

Telephone  
E-Mail Address
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Addenda Received: Please indicate addenda information you have received regarding this RFP:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q&amp;A</td>
<td>November 17, 2016</td>
</tr>
</tbody>
</table>

☐ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? PlaceWorks

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the second year, commencing in the third year (December 21st, 2018), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April). (If you want to use this be sure to fill in the appropriate date and make sure this is the appropriate index for your situation)

Yes ☑ we would agree to add one (1) additional year (after initial second year contract term)

Yes ☑ we would agree to add two (2) additional years (after initial second year contract term)

No _____ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Julian F. Capata  
Name  
213.623.1443 x2113  
Telephone Number  
714.966.9221  
Fax Number  
jcapata@placeworks.com  
Email Address  
Senior Associate (proposed Project Manager)  
Title

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

William Halligan, Esq.  
Name  
714.966.9220 x2348  
Telephone Number  
714.966.9221  
Fax Number  
whalligan@placeworks.com  
Email Address  
Principal, Environmental Services  
Title
Proposal Submittal (continued):

Vendor Name: **PlaceWorks**

**Sub Contractors:**

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☐ Yes, we will be using sub contractors and have listed their contact information below.

☒ No, we will not be using any sub contractors for this project.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Name of Contact</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Please explain the working relationship between your company and the sub contractor.

N/A
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Proposal Submittal (continued):

Vendor Name: PlaceWorks

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

**WHO WE ARE**

PlaceWorks is one of the West’s preeminent planning, design, and environmental consulting firms serving both public- and private-sector clients in the fields of comprehensive planning, urban design, landscape architecture, environmental analysis and sciences, and GIS. Founded in 1975, PlaceWorks now employs a staff of approximately 125 people in five offices—Los Angeles, Santa Ana, Berkeley, Ontario, and San Diego. PlaceWorks is incorporated as an S-Corporation. The majority of the work will be performed by staff in our downtown Los Angeles office at 700 S. Flower Street, Suite 600, Los Angeles, CA 90017. Some technical analysis services will be performed by staff in our Santa Ana office at 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707, which also serves as our corporate headquarters.

PlaceWorks is one of the West Coast’s leading environmental planning firms. We believe that good environmental analysis doesn’t just tally up impacts, but finds opportunities to address and solve environmental concerns. We use our expertise to formulate workable plans while remaining objective to ensure environmental documentation withstands legal scrutiny. Our reputation is built on our consistent production of effective and defensible environmental documents.

Over its history, PlaceWorks has completed hundreds of environmental documents and risk analyses for new and expanding schools. Our work ranges from CEQA/NEPA documentation, environmental site investigations and remediation, and risk assessments (health risk assessments, EMF management plans, pipeline safety hazard assessments, rail risk studies, cell tower/RF studies, etc.) to landscape architecture and transportation and bicycle plans. Our dedicated in-house team is composed of project managers, environmental planners, scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, and air quality/GHG and noise modeling experts.

PlaceWorks’ experience and commitment to staying current with ever-changing state requirements, amendments to these requirements, and court interpretations have made us adept at navigating the inherent complexities of development projects and environmental planning. This allows us to avoid pitfalls and expedite approvals in a cost-efficient manner.

Our services include, but are not limited to those listed at the right.

---

**Environmental Services**
- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG Emissions/Inventory, Noise, Traffic, Shade & Shadow Analysis
- Climate Action Planning
- Site Investigation
- Remedial Engineering Design
- Health Risk Assessment
- Regulatory Compliance

**Community Planning**
- Comprehensive Planning, including General Plans, Specific Plans
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transportation and Active Transportation Planning
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

**Economics**
- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies
- Evidence-Based Design

**Design**
- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

**Landscape Architecture**
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Urban Forestry
- Storm Water Management Planning
- Evidence-Based Design
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Background and Recent Experience with Similar Projects:

QUALIFICATIONS

PlaceWorks’ approach to environmental analysis is based on two related principles: First, that the best environmental analysis doesn’t just tally impacts, but finds ways to address serious environmental concerns; and second, that to do this most effectively, environmental analysis should be integrated with project development as early as possible.

We approach each project with an eye for the details and the possibilities, and with creative problem solving skills that are honed by years of experience with some of the most complex state and federal regulations. After three decades in the field, we recognize patterns and can advise on the best response. Our goal is to provide our clients with clarity and solutions that streamline the process and policies and designs that self-mitigate effects on the environment. Our experience helps clients cut through the sea of regulatory red tape and move the project forward.

APPROACH

PlaceWorks’ approach to environmental studies is a combination of creative problem solving, integrity, accuracy, and attention to detail. With this approach, environmental analysis is not simply the accounting of impacts, but addresses serious environmental concerns and finds opportunities to solve problems. Environmental analysis is an integral part of the planning process that we believe belongs in any initial stages of project development.

Our obligations to our clients include the following:

Quality. We value our reputation as a quality firm providing quality products and services to quality clients. To maintain the highest levels of quality, PlaceWorks exercises quality control procedures that all project staff actively takes part in.

Objectivity. Our environmental review systems rely on objective, unbiased reporting. We take very seriously our role in producing clearly written, objective documents.

Professionalism. Our clients deserve high-quality work—the type of work that comes from a team dedicated to getting the details right. Equally important, we strive to stay on the leading edge of our profession.

Practical and Efficient Review. Practical project approaches are key to our success. We recognize that streamlined, time- and cost-efficient review and processing are critical to development projects. We assess issues and determine a just-right level of environmental review, which helps avoid unnecessary analysis and delays. And we never sacrifice legal defensibility.

Defensibility. CEQA is constantly changing through court interpretations, statutory amendments, and amendments to the guidelines, and projects today are challenged more than ever. PlaceWorks closely tracks these changes to ensure that its environmental documents are legally adequate. During the past 36 years, approximately two dozen projects prepared by PlaceWorks have been challenged. All have been upheld, with the exception of the City of Costa Mesa’s Segerstrom Home Ranch EIR, which was overturned on the basis that the general plan (prepared by other consultants) was inadequate. PlaceWorks later prepared the program/project EIR, which was again challenged but upheld by the court.

Timely Performance. Criticisms of CEQA are often related to the amount of time needed to satisfy its requirements. We pride ourselves in our ability to apply the resources necessary to satisfy our commitments. Our current and prior clients are the best indication for our ability to perform.
Background and Recent Experience with Similar Projects:

TEAM IDENTIFICATION

Identified below are the personnel assigned to the project and tasks assigned to each member along with relevant project work.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Role Relevant Projects</th>
<th>Years Exp.</th>
<th>Education/Registration</th>
<th>Experience Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>WILLIAM HALLIGAN, Esq.</td>
<td>Principal</td>
<td>Principal-in-Charge&lt;br&gt;- Torrance General Plan EIR&lt;br&gt;- EIR for Irvine Planning Areas 18 and 39&lt;br&gt;- Anaheim’s Honda Center EIR&lt;br&gt;- Platinum Triangle EIR&lt;br&gt;- Anaheim Canyon Specific Plan EIR</td>
<td>26</td>
<td>JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)&lt;br&gt;BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)&lt;br&gt;CA Bar Assn: 213680</td>
<td>In over 25 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including the Anaheim General Plan and Zoning Code Update and the LA County General Plan Update EIR. Bill was also involved in negotiations with the State Attorney General’s office regarding the analysis of greenhouse gas emissions in project EIRs. He is a member (and former chair) of AEP’s Legislative Review Committee, which includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor’s Office of Planning and Research. With Bill’s input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.</td>
</tr>
<tr>
<td>JULIAN F. CAPATA</td>
<td>Senior Associate</td>
<td>Project Manager, Peer Review, Biological Resources&lt;br&gt;- Mission Place Mixed-Use Project EIR&lt;br&gt;- Laguna Niguel Gateway TOD&lt;br&gt;- Bergamot Transit Village Center EIR&lt;br&gt;- Lincoln Middle School Replacement, Modernization, and Site Improvements</td>
<td>11</td>
<td>BA, Environmental Studies and Geography, California State University, Northridge</td>
<td>Julian has over 11 years of experience in leading multidisciplinary teams and managing the preparation of highly contentious and controversial CEQA/NEPA documentation for a diverse range of projects. Julian possesses excellent leadership, management, technical, interpersonal, public speaking, and communication (verbal and written) skills. He is efficient in organizing individual and team efforts to produce professional products of the highest quality in a timely manner. Julian provides expert technical direction, production, and client/agency coordination and is responsible for developing new business by networking, preparing proposals, and interviewing for large and small project opportunities.</td>
</tr>
<tr>
<td>NICOLE VERMILION</td>
<td>Associate Principal</td>
<td>Principal, Director of Air Quality, GHG &amp; Noise Services&lt;br&gt;Peer Review, Air Quality and Greenhouse Gas Emissions Study&lt;br&gt;- Torrance General Plan EIR&lt;br&gt;- EIR for Irvine Planning Areas 18 and 39&lt;br&gt;- Anaheim’s Honda Center EIR&lt;br&gt;- Platinum Triangle EIR&lt;br&gt;- Anaheim Canyon Specific Plan EIR&lt;br&gt;- Highland Greenspot Village EIR</td>
<td>13</td>
<td>Master of Urban &amp; Regional Planning&lt;br&gt;BS, Ecology &amp; Evolutionary Biology&lt;br&gt;BA, Environmental Studies</td>
<td>Expert in air quality/GHG CEQA analysis and SCAQMD CalEEMod beta tester. Prepares air quality/GHG technical studies for general/specific plans, and virtually all PlaceWorks CEQA documents. Provides air quality/GHG training/workshops, and participates in the AEP Climate Change Committee and San Joaquin Valley Air Pollution Control District’s CEQA GHG significance thresholds working group.</td>
</tr>
<tr>
<td>STUART MICHENER, PG</td>
<td>Senior Geologist</td>
<td>Peer Reviews, Fault Rupture Hazard Investigation and Soil Geotechnical Analysis&lt;br&gt;- Anaheim’s Honda Center EIR&lt;br&gt;- Platinum Triangle EIR&lt;br&gt;- Industry’s NFL Stadium EIR&lt;br&gt;- Anaheim Canyon Specific Plan EIR&lt;br&gt;- Highland Greenspot Village EIR</td>
<td>26</td>
<td>MS, Geology, University of Massachusetts, Amherst&lt;br&gt;BA, Environmental Studies, Colby College&lt;br&gt;Graduate coursework in Hydrogeology, Waste Management Program, Colorado School of Mines, Golden&lt;br&gt;CA PG #: 6145</td>
<td>Stuart’s credentials include nearly 30 years of expertise in environmental science, including due diligence for property transactions, environmental site assessments, soil and groundwater cleanups, and regulatory negotiations. He has a long-standing relationship with DTSC staff and senior management and negotiates suitable work scopes on behalf of school district clients. Stuart has successfully managed high-profile projects that drew media coverage and moderated roundtable discussions for charter school clients on “Screening and Securing Safe and Healthy School Facilities: The Top Ten Factors” (with Mike Vail).</td>
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</table>
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Background and Recent Experience with Similar Projects:

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>CATHY FITZGERALD, DEnv, PE, QSD/QSP</td>
<td>Senior Engineer</td>
<td>Peer Reviews, Sewer Study and Hydraulic Network Analysis for Fire and Domestic Water Service » Torrance General Plan EIR » EIR for Irvine Planning Areas 18 and 39 » Anaheim’s Honda Center EIR » Platinum Triangle EIR » Industry’s NFL Stadium EIR » Anaheim Canyon Specific Plan EIR » Highland Greenspot Village EIR</td>
<td>33</td>
<td>» DEnv, Environmental Science &amp; Engineering » MA, Marine Biology » BA, Biology » CA PE #: 39541 » NV PE#: 10715 » Registered Hazardous Substances Professional » CA QSD/QSP # 20222</td>
<td>Cathy has 35 years of academic and professional experience. She conducts baseline health risk assessments, develops site-specific soil cleanup levels, uses vadose zone modeling to evaluate the potential threat to groundwater from soil contaminants, conducts groundwater modeling to evaluate natural attenuation of chemical plumes, and develops innovative groundwater remediation systems. In addition, she has prepared air quality and hydrology sections for numerous CEQA documents. Cathy is a member of CDE’s Working Group on Pipeline Safety Hazard Assessment Protocol and researched the efficacy of roadway pollution mitigation under a South Coast AQMD grant. She is a co-author of “A Practical Guide to Environmental Risk” and speaks on risk management, hydrology, and stormwater.</td>
</tr>
<tr>
<td>BOB MANTEY</td>
<td>Senior Engineer, Noise, Vibration &amp; Acoustics</td>
<td>Peer Review, Noise and Vibration Study » Anaheim’s Honda Center EIR » Platinum Triangle EIR » Industry’s NFL Stadium EIR » Anaheim Canyon Specific Plan EIR » Highland Greenspot Village EIR</td>
<td>35</td>
<td>» BS, Engineering » FTA Certification: Transit Noise &amp; Vibration Impact Assessment » TNM 2.5 Training &amp; Certification (via HMMH) » NFPA 72-2010 Alerting Training &amp; Certification</td>
<td>Bob has 35 years of managerial and technical experience in applied engineering acoustics and industrial noise control. His expertise includes environmental/community noise modeling; predictive noise analyses; noise impact assessment and documentation; and machinery noise analysis, mitigation, and control. His certifications include transit noise and vibration impact assessment, and he is a member of the Institute of Noise Control Engineering, Acoustical Society of America, and California Society of Professional Engineers.</td>
</tr>
<tr>
<td>FERNANDO SOTELO, PE, PTP</td>
<td>Senior Associate, Transportation Services</td>
<td>Peer Review, Traffic Impact Study » Anaheim’s Honda Center EIR » Platinum Triangle Supplemental EIR » Industry’s NFL Stadium EIR » Anaheim Canyon Specific Plan EIR » Highland Greenspot Village EIR</td>
<td>13</td>
<td>» Master of Urban &amp; Regional Planning » BS, Ecology &amp; Evolutionary Biology » BA, Environmental Studies » CA PE #: TR2770</td>
<td>Fernando is a transportation planner with extensive experience in CEQA and transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as General Plan updates and specific plans.</td>
</tr>
<tr>
<td>MICHAEL MILROY</td>
<td>Associate Environmental Analysis</td>
<td>» Anaheim’s Honda Center EIR » Platinum Triangle EIR » Anaheim Canyon Specific Plan EIR » Highland Greenspot Village EIR</td>
<td>9</td>
<td>» MS, Interdisciplinary Studies/Neuroscience, California State University, Long Beach » BS, Biological Science, California State University, Long Beach » Certificate in Environmental Management, University of California, Irvine</td>
<td>Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs.</td>
</tr>
</tbody>
</table>

Full resumes for our proposed project management, William Halligan and Julian Capata, are provided on the following pages.
In over 25 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. Specific key projects include the The Ontario Plan EIR, Anaheim General Plan and Zoning Code Update, General Plan Amendment and Zone Change EIR for the Northern Sphere Area in Irvine, and the LA County General Plan Update EIR. In addition, Bill was involved in extensive discussions and negotiations with the State Attorney General’s office regarding the analysis of greenhouse gas emissions in project EIRs.

Bill earned a Juris Doctor degree specializing in environmental and land use law from the Chapman University School of Law. He is an active member of the American Bar Association and the Orange County Bar Association, and served as Chapter President of the Orange County Chapter of the Association of Environmental Professionals (AEP). He is a frequent guest lecturer on the California Environmental Quality Act (CEQA) and associated case law for AEP’s CEQA Workshop Series, UC Irvine’s Graduate School of Management Program, UC Riverside, and Cal Poly, Pomona. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and the National Environmental Policy Act (NEPA).

As a member (and former chair) of AEP’s Legislative Review Committee, Bill works directly with AEP’s lobbyist and the State Legislature on proposed legislation related to CEQA. The committee provides analysis, prepares comment letters, and conducts direct lobbying on legislative bills relating to CEQA. This includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor’s Office of Planning and Research. He recently taught a “CEQA Basics” class at the capitol for legislators and staffers.

With Bill’s input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.

HIGHLIGHTS OF EXPERIENCE

GENERAL PLAN EIRs
- Anaheim General Plan & Zoning Code Update EIR | Anaheim CA
- The Ontario Plan EIR | Ontario CA
- Los Angeles County General Plan Update EIR | Los Angeles County CA
- Antelope Valley Area Plan EIR | Los Angeles County CA
- La Habra General Plan Update EIR
- San Bernardino General Plan EIR | San Bernardino CA
- Palm Springs General Plan Update EIR | Palm Springs CA
- El Monte General Plan & Zoning Code Update EIR | El Monte CA
- Lake Forest General Plan Amendment & Zoning Code EIR | Lake Forest CA
- Torrance General Plan Comprehensive Update EIR | Torrance CA
- Downey General Plan Update EIR | Downey CA

EDUCATION
- JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)

REGISTRATIONS
- State Bar of California No. 213680

AFFILIATIONS
- Association of Environmental Professionals, Legislative Review Committee
- American Bar Association
- Orange County Bar Association

Team member since 2004
CEQA ENVIRONMENTAL SERVICES
  » Anaheim Canyon Specific Plan EIR | Anaheim CA
  » The Platinum Triangle Subsequent EIR | Anaheim CA
  » A-Town Metro EIR Addendum | Anaheim CA
  » AERA Master Planned Community EIR | Diamond Bar CA
  » NFL Stadium CEQA Review | Industry CA
  » Orange County Great Park EIR Addendums, Third-Party Review, and Tree Permit | Orange County CA
  » Irvine Technology Center/Greenlaw Partners Project EIR | Irvine CA
  » Great Park Neighborhoods Supplemental EIR | Irvine CA
  » Irvine Business Complex Program EIR | Irvine CA
  » Gene Autry Experience EIR | Anaheim CA
  » Vila Borba Program EIR | Chino Hills CA
  » UC Irvine Cal (IT)2 Research Facility Tiered IS/MND | Irvine CA
  » Shell Master Planned Community EIR | Yorba Linda CA
  » Yorba Linda Town Center EIR | Yorba Linda CA
  » The Westfield Shoppingtown Expansion EIR | Arcadia CA
  » Corona and Valley View Street Extensions EIR | Norco CA
  » Messiah Lutheran Church Expansion | Yorba Linda CA
  » Adventure City Specific Plan MND | Stanton CA
  » Bake Parkway/Marine Way Realignment Addendum | Irvine CA
  » Orange Coast Memorial Hospital EIR | Fountain Valley CA
  » Los Caballeros Sports Club MND | Fountain Valley CA

THIRD-PARTY CEQA/NEPA REVIEW
  » Foothill South Supplemental EIR | San Clemente CA
  » Ridgeline Equestrian Estates | Orange CA
  » Stadium Lofts MND | Anaheim CA
  » Canyon Hills Manor Wedding Chapel EIR | Anaheim CA
  » Stonegate EIR | Anaheim CA
  » Excelaron Oil Conditional Use Permit Draft EIR | San Luis Obispo County CA
  » Wilshire Specific Plan and EIR | Los Angeles CA
  » Mountain Park Specific Plan Amendment EIR | Anaheim CA
  » Centerline Light Rail EIR/EIS | Santa Ana CA
  » The Ranch Plan Program EIR | Rancho Mission Viejo CA
  » Spectrum Housing EIR Addendum | Irvine CA
  » Audie Murphy Ranch Specific Plan EIR | Anaheim CA
  » Birch Hills Specific Plan EIR | Brea CA
  » Lake Forest Opportunity Areas | Lake Forest CA

SPEAKING ENGAGEMENTS
  » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
  » CEQA Basics Training | Southern California Planning Commissioners, OC Public Works, City of Irvine, Orange County Building Industry Association
  » CEQA Advanced Workshop | Chapman University School of Law | Orange CA
  » Basic and Advanced CEQA Training Workshops | AEP Annual Training | Various Locations
  » Guest Lecturer | University of California, Irvine, Graduate School of Management; UC Riverside; and Cal Poly, Pomona
  » “Defensible—Not Gold Plated: Preparing Cost-Effective, Comprehensive, and Meaningful EIRs” | 2009 AEP CA State Conference | San Francisco CA
  » “CEQA Basics” | 2009 ULI Young Leaders Workshop | Costa Mesa CA
  » “Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation” | 2006 AEP CA State Conference | Newport Beach CA
JULIAN CAPATA
Senior Associate

Julian provides project management and technical and analytical assistance for environmental documentation and urban planning projects. He is highly skilled in research and critical analysis and has received in-depth training in team building, facilitation, and collaboration skills. Julian is well versed in all National Environmental Policy Act and California Environmental Quality Act (CEQA) guidelines and all phases of the CEQA process, including project scoping, public noticing, document preparation, public meetings and community outreach. He also has extensive experience with environmental noise analysis, noise modeling methodologies, and community noise mitigation.

Julian has prepared over 100 CEQA documents, ranging from multi-billion dollar transportation projects spanning multiple jurisdictions to local capital improvement projects and covering a wide variety of sectors—e.g., hospitality and hotel, transportation, residential, commercial, mixed-use, and redevelopment—as well as specific plan and general plan updates.

EDUCATION
» BA, Environmental Studies and Geography, California State University, Northridge

AFFILIATIONS
» Association of Environmental Professionals

Team member since 2016

PRIOR EXPERIENCE

SPECIFIC, MASTER, AND GENERAL PLAN PROJECTS
» Amendment to the South Fair Oaks Specific Plan MND | Pasadena CA
» Amendment to the Transit-Oriented Development Ordinance MND | Pasadena CA
» Safety Element Update MND | South Gate CA
» General Plan Update (Noise Section) | Wildomar CA
» Housing Element Update EIR (Noise Section) | Orinda CA
» Gateway Transit-Oriented Development Specific Plan EIR | Laguna Niguel CA
» New Community Plan Update EIR | San Pedro CA
» New Community Plan Update EIR | Sylmar CA
» Granada Hills-Knollwood New Community Plan Update EIR | Granada Hills CA
» Genentech Facilities Master Plan and Overlay Distribution Expansion EIR | South San Francisco CA
» Genentech Corporate Facilities Research & Development Overlay District Expansion and Master Plan Update SMEIR | South San Francisco CA
» Beach-Edinger Corridor Study EIR | Huntington Beach CA
» General Plan Update EIR | Beverly Hills CA
» Downtown Glendale Specific Plan Program EIR | Glendale CA
» General Plan and EIR | Newport Beach, CA

MIXED-USE AND REDEVELOPMENT PROJECTS
» Hotel 220 MPK Precise Plan Project MND | Monterey Park CA
» Mission Place EIR | South Pasadena CA
» S833 Crest Road MND | Rolling Hills Estates CA
» The Village/Merrill Garden | Rolling Hills Estates CA
» Temecula Gateway (Noise Section) | Temecula CA
» Addendum to the Assembly of God Site Plan Review | Covina CA
» Vineyard at Delano and Delano West Pavilion Projects EIR | Delano CA
» 888 Sepulveda Hotel Specific Plan Project MND | El Segundo CA

PLACEWORKS
» Candlestick Park, Hunters Point Shipyard Phase II EIR | San Francisco CA
» Bergamot Transit Village Center EIR | Santa Monica CA
» The Roberts Center Project EIR | Santa Monica CA
» Bella Terra Project EIR | Huntington Beach, CA
» RipCurl Project EIR | Huntington Beach CA
» Pomona Valley Hospital Medical Center EIR | Pomona CA
» Santa Anita Park Mixed-Use Development EIR | Arcadia CA
» Western University Campus Expansion MND | Pomona CA

TRANSPORTATION PROJECTS
» Exposition Metro Line Construction Authority Exposition Corridor Phase 2 EIR | Los Angeles CA
» South San Francisco Ferry Terminal EIR/EIS | South San Francisco CA
» Richmond Ferry Terminal Project MND/CE | Richmond CA

INDUSTRIAL PROJECTS
» Low Volume Street Sweeper Transfer Facility ND | Pico Rivera CA
» Chestnut Avenue Warehouse Project EIR | Industry CA
» Gale Avenue Warehouse Project MND | Industry CA
» Echelon Avenue Commerce Park MND | Industry CA
» Nelson Avenue Warehouse Project MND | Industry CA
» Shell Oil Products US Carson Revitalization Project EIR | Carson CA
» First Street Waste Transfer Station Supplemental EIR | Pomona CA

SCHOOLS PROJECTS
» Santa Monica High School Campus Master Plan Project EIR | Santa Monica CA
» Lincoln Middle School Field Lighting and Quad Project Supplemental MND | Santa Monica CA
» Malibu Middle/High School Campus Improvements Project EIR | Malibu CA
» Malibu Middle/High School Athletic Field Lighting MND Addendum | Malibu CA
» John Adams Middle School Campus Improvement MND | Santa Monica CA
» Lincoln Middle School Replacement of Building EC, Modernization and Site Improvements MND | Santa Monica CA
» Norwalk High School Athletic Fields Improvement Project EIR | Norwalk CA
» John Glenn High School Athletic Fields Improvement EIR | Norwalk CA
» New High School #2 | Long Beach CA
» Hoover High School Practice Field Lighting ND | Glendale CA
» Lawndale High School Northeastern Campus Pedestrian & Traffic Safety Project MND | Lawndale CA
» Valley Region Elementary School #13 EIR | Los Angeles CA
» Valley Region Bythe Elementary School Campus Addition EIR | Los Angeles CA
» South Los Angeles Area New High School No. 3 SEIR | Los Angeles CA
» Washington Preparatory High School Sports Fields Improvements Technical Studies (Noise, Air Quality, Parking) | Los Angeles CA
» Eagle Rock High School Field Improvements Technical Studies (Noise, Lighting) | Los Angeles CA

SPEAKING ENGAGEMENTS
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Background and Recent Experience with Similar Projects:

RELEVANT PROJECT EXPERIENCE

WHY WE ARE QUALIFIED

COMMUNITIES DON’T STAND STILL. As they grow and change, they need to balance diverse interests: the physical with the social, the governmental and economic with the environmental. PlaceWorks works with communities to design strong, sustainable futures. We are committed to collaboration across disciplines, workable solutions, and creating better places for people to live. We craft forward-thinking, inventive solutions around long-term consequences. Our talented, multidisciplinary team thrives on tackling complex problems and provides creativity grounded in research and systems-based thinking. Our approach to providing environmental planning services is based on the following key strengths.

PLANNING AND CEQA EXPERTISE. We offer a full range of capabilities in planning, including general plans, master plans, specific plans, corridor plans, transit-oriented development/design, economic/market/fiscal analysis, and climate action plans. PlaceWorks also has considerable experience in writing zoning codes and regulations to implement general plans and design guidelines and development regulations as part of specific plans. We have prepared zoning and subdivision ordinance updates for large and small communities throughout California, and we are one of the few planning firms that prepare both conventional and form-based codes in-house. We have extensive experience in completing the necessary land use and infrastructure studies, policy analyses, and visual impact studies for these types of plans.

PlaceWorks’ CEQA practitioners and environmental scientists have handled projects of every size and type. Good environmental analysis doesn’t just tally up impacts, but finds opportunities to address and solve serious environmental concerns. Creating policies and designs that self-mitigate effects on the environment streamlines the process. We continually monitor legal precedent and legislative proposals, and we periodically we survey personnel from industry and government so you can stay on top of the latest technology and trends.

Our environmental scientists combine site assessment and environmental engineering to span all kinds of risk assessment. We know the regulations about hazards backwards and forwards—in fact, we wrote some of them. Our staff are not only intimately familiar with routine site assessment techniques, they are conversant with more innovative techniques. And if there is no technique to handle a certain problem at a certain site, they have the experience, know-how, and imagination to create one.

PROJECT PROCESSING EXPERIENCE. We are experienced with plan review and regulatory compliance and have provided on-call staffing services to many agencies, including the cities of Industry, Azusa, Stockton, Anaheim, Irvine, and Stanton. In addition, we have worked with several private sector clients ushering projects and applications through the development review process, whether it be plan review, environmental documentation, preparation of staff reports and attendance at public hearings, or other tasks as needed to process development projects.

SKILLED PROJECT MANAGEMENT. PlaceWorks is committed to high-level principal and senior management involvement in all aspects of project management, document development, and product delivery. We have developed strategies for guaranteeing that our work products are of the very best quality and completed within the assigned schedule and budget. We work with clients to develop critical path schedules in the initial project stages and establish meeting dates as early as possible. We maintain regular communication with our clients and subconsultants, and document all major project decisions in writing. Our proven track record in efficient project management is especially valuable for projects with critical timelines.

PlaceWorks has a long history of preparing environmental documentation for challenging large-scale projects, including ones in urban environments, as well as projects with complex issues, such as open space easements and challenging geological and topography features such as those for the City of Industry, City of Highland, and County of Los Angeles.

Detailed project descriptions for a select few of similar projects completed by the PlaceWorks team are provided on the following pages.
TORRANCE GENERAL PLAN EIR
“A Balanced City”

<table>
<thead>
<tr>
<th>Project Type</th>
<th>General Plan Update EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Torrance, California</td>
</tr>
<tr>
<td>Size</td>
<td>20.5 square miles; 135,864 people</td>
</tr>
<tr>
<td>Client</td>
<td>City of Torrance</td>
</tr>
<tr>
<td>Date Completed</td>
<td>2009</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Air Quality Analysis, Noise Analysis, Greenhouse Gas Emissions Analysis, EIR Preparation</td>
</tr>
</tbody>
</table>

PlaceWorks prepared a Program EIR in support of the City of Torrance General Plan Update. Since its founding in 1912 as “A Balanced City,” Torrance has provided a mix of planned residential uses, a strong industrial foundation, and vibrant commercial uses. The city was the cradle of the aerospace industry as well as a major oil-producing area—the Mobil Refinery in the north end of the City was established in 1929 and still processes much of Southern California’s gasoline supply.

Key environmental issues of concern for the residents of Torrance were noise, traffic, and air quality, including greenhouse gas emissions. A noise analysis and a thorough GHG emissions analysis were completed by our environmental staff and included in the EIR. Our team also worked closely with the City to resolve several traffic and circulation issues.
PLANNING AREAS 18 AND 39 EIR
Planning for Housing in a Jobs-Rich City

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Project EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Irvine, California</td>
</tr>
<tr>
<td>Size</td>
<td>1,151 acres</td>
</tr>
<tr>
<td>Client</td>
<td>City of Irvine</td>
</tr>
<tr>
<td>Date Completed</td>
<td>Certified 2006</td>
</tr>
<tr>
<td>Services Provided</td>
<td>EIR Preparation</td>
</tr>
</tbody>
</table>

The Irvine Company submitted an application for a general plan amendment, zone change, and hillside master plan for planning areas (PAs) 18, 33, 34, and 39. The application proposed to modify the land use patterns and intensities to provide a wide range of housing in the jobs-rich City of Irvine. PA 18 would encompass 753 acres, mostly undeveloped or fallow agricultural land, and would allow for the development of 750 residential units, parks, trails, and associated infrastructure and the preservation of 448 acres of open space. PA 39 would encompass 398 acres of developed, undeveloped, and agricultural land. Existing development was limited to the western portion of the site, and the proposed project would ultimately call for the development of 3,700 residential units and the preservation of 146 acres of open space, primarily adjacent to San Diego Creek. The other two, smaller PAs proposed to reallocate intensities.

The entire project area was within the bounds of the County of Orange Central and Coastal Subregion Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP). Extensive biological resources analysis resulted in project compliance with the NCCP/HCP and mitigation of all impacts to less than significant.
IRVINE BUSINESS COMPLEX
Integrating People and Businesses

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Visioning and Program EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Irvine, California</td>
</tr>
<tr>
<td>Size</td>
<td>2,800 acres</td>
</tr>
<tr>
<td>Client</td>
<td>City of Irvine</td>
</tr>
<tr>
<td>Date Completed</td>
<td>August 2010</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Visioning, Environmental Impact Report, and Technical Analyses, including Air Quality, Noise, and Industrial Adjacency</td>
</tr>
</tbody>
</table>

The Irvine Business Complex Residential Vision Plan and Mixed-Use Overlay Zone allows for a mixed-use community to provide Irvine's growing population with high-quality, convenient housing and local jobs. A key component of the 2,800-acre plan is town centers: that is, high-density neighborhood hubs linking various segments of the project. Particular areas of challenge for the EIR were air quality, hazards, water, noise, land use compatibility, public services, and traffic. Because the overlay zone proposes residences near industrial, PlaceWorks suggested and conducted a series of industrial adjacency assessments to determine how much air emissions and hazardous materials use residents might be exposed to.
GREAT PARK NEIGHBORHOODS SEIR
Understanding the Nuances of a Modified Project

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Supplemental Environmental Impact Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Irvine, California</td>
</tr>
<tr>
<td>Size</td>
<td>4,693 acres</td>
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<tr>
<td>Client</td>
<td>Heritage Fields El Toro LLC</td>
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<tr>
<td>Date Completed</td>
<td>December 2013</td>
</tr>
<tr>
<td>Services Provided</td>
<td>CEQA Analysis for Master Planned Community, General Plan Amendment, Zone Change, and Tentative Maps; Air Quality, Greenhouse Gases, and Noise Studies</td>
</tr>
</tbody>
</table>

The Orange County Great Park on the former Marine Corps Air Station El Toro in Irvine, California, has been envisioned as the nation’s next great metropolitan park. Like the park itself, the undeveloped areas around the Great Park site represent an unparalleled opportunity to shape the future of the region. Orange County is largely built out and is jobs-rich but housing-poor. The proposed Great Park Neighborhoods, now known as Heritage Fields, aim to improve the region’s jobs-housing balance by locating new mixed-use neighborhoods and diverse types of housing around the perimeter of the park.

In the 2011 Supplemental EIR, PlaceWorks was tasked with assessing the impacts of a revised land use plan for the Great Park Neighborhoods. The project, which included modifications to the configuration and permitted density of the residential units and nonresidential square footage analyzed in the 2003 Orange County Great Park EIR, required a heightened focus on traffic, noise, and public services. The 2011 Supplemental EIR also had to address new requirements for greenhouse gas emissions. PlaceWorks enlisted a talented group of subconsultants to aid in its thorough impact analysis and created a CEQA document that was careful to examine the multifaceted nuances of the revised project.

PlaceWorks prepared the second Supplemental EIR, which was completed in December 2013.
NFL STADIUM  
Noise and Vibration Technical Study

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Noise Analysis/Supplemental EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Industry, California</td>
</tr>
<tr>
<td>Size</td>
<td>592 acres</td>
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<tr>
<td>Client</td>
<td>City of Industry</td>
</tr>
<tr>
<td>Date Completed</td>
<td>Certified in 2009</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Land Planning, EIR Preparation, Technical Studies: Air Quality, Noise, Visual, Light and Glare, Public Services</td>
</tr>
</tbody>
</table>

As part of the supplement to the environmental impact report for the Industry Business Center, PlaceWorks evaluated noise impacts of the proposed 75,000-seat NFL stadium, four practice fields, and approximately three million square feet of retail, restaurants, office, and entertainment uses. Noise sources included vehicles traveling to and from the stadium, amplified events (e.g., games and concerts), crowds, mechanical equipment, parking lots (tailgate parties, ingress/egress, and street sweepers), fireworks, and passenger trains. PlaceWorks used the SoundPlan noise model, a complex, three-dimensional noise program that graphically renders noise contours. These contours were evaluated based on the County of Los Angeles Code and Noise Element. Mitigation measures—such as sound walls, architectural barriers, buffer areas, and time restrictions—were identified to reduce noise generated from the project.
# TONNER CANYON FEASIBILITY STUDY

Capacity analysis leads to significant land value increase

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Feasibility Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Unincorporated Los Angeles County and the City of Brea</td>
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<tr>
<td>Size</td>
<td>3,800 acres</td>
</tr>
<tr>
<td>Client</td>
<td>Burke, Williams &amp; Sorensen, LLP on behalf of the City of Industry</td>
</tr>
<tr>
<td>Date Completed</td>
<td>2014</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Conceptual site planning, capacity analysis, and project representation</td>
</tr>
</tbody>
</table>

In seeking to understand the potential value of the City of Industry's Tonner Canyon properties, the city's attorney retained PlaceWorks to analyze the site and determine the number of residential units that the site could accommodate under then-current general plan and zoning standards. PlaceWorks also provided an initial estimate of the potential value of the developable portions and open space areas of the site, which could have value for habitat mitigation.

At the time PlaceWorks completed the initial analysis, Los Angeles County was undertaking an update to its General Plan. Based on our capacity analysis, we presented the project to Los Angeles County Department of Regional Planning staff. We were able to obtain a change in General Plan land use designation from Open Space to RL-20 for approximately 2,100 acres of city-owned land, resulting in an increase in the number of housing units allowable on the site from 715 units to 820. Previously, housing was allowed only on the portion of the site in Orange County, and no housing was permitted on the Los Angeles County portion of the site. This change potentially added up to $4.7 million dollars in value to the city's Tonner Canyon property.
## GREENSPOT VILLAGE & MARKETPLACE
The Golden Triangle

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Program EIR and Market Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Highland, California</td>
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<tr>
<td>Size</td>
<td>140 acres</td>
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<td>Client</td>
<td>City of Highland</td>
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<tr>
<td>Date Completed</td>
<td>2013</td>
</tr>
<tr>
<td>Services Provided</td>
<td>EIR Preparation, Market Study for Urban Decay Potential, Technical Studies for Air Quality, Greenhouse Gas Emissions, Noise, and Soil Contamination</td>
</tr>
</tbody>
</table>

Highland's General Plan—prepared by PlaceWorks—identified the potential of an area called the Golden Triangle. In the past, the CA 30/210 freeway running through the city would carry residents to a Walmart-anchored shopping center just north of the city boundary or to a major new regional shopping center in the unincorporated county area to the south. The general plan envisioned the Golden Triangle as a mixed-use center that could help the city recapture some of its fair share of residents' retail spending.

As part of the environmental review for Greenspot Village and Marketplace development, PlaceWorks analyzed the current and near-term market demand. Our analysis found that there was sufficient consumer spending to support the proposed retail center and the existing regional retail centers. We concluded that the project would not cause long-term vacancies leading to urban decay.

Environmental issues included agriculture resources, air quality, noise, and traffic.
PlaceWorks prepared the program environmental impact report for the comprehensive update to the 1980 Los Angeles County General Plan. The General Plan serves the entire unincorporated area of the county by providing general goals and policies that help to achieve countywide planning objectives. For specific areas of the county, the General Plan has 15 community-level plans.

The EIR evaluates the environmental impacts of the General Plan update, including the addition of new elements, technical changes, and reorganization to reflect current information and new legal requirements.

As part of the EIR, PlaceWorks assisted the county to determine the ultimate population, housing, and employment projections for the buildout of the proposed land use plan. PlaceWorks crafted development assumptions and methodologies for the general county areas and the various community-level plans to arrive at the ultimate projections. The buildout exercise was particularly challenging given the size and complexity of the county’s land use plan (including the 15 disparate community-level plans).
**ANTELOPE VALLEY EIR**

Regionwide Analysis on an Expedited Schedule

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Program EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Antelope Valley, Los Angeles County, California</td>
</tr>
<tr>
<td>Size</td>
<td>1,800 square miles, 93,000 residents</td>
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<tr>
<td>Client</td>
<td>County of Los Angeles</td>
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<tr>
<td>Date Completed</td>
<td>Certified November 2014</td>
</tr>
<tr>
<td>Services Provided</td>
<td>EIR, Technical Studies for Air Quality/ GHG, Biological Resources, Noise</td>
</tr>
</tbody>
</table>

The adopted Antelope Valley Area Plan covers Los Angeles County’s largest planning area, which spans 1,800 square miles and is home to 93,000 residents. In addition to its namesake valley, the planning area has portions of the Mojave Desert and most of the San Gabriel Mountains and Angeles National Forest.

The county considered updating the Area Plan as part of its countywide general plan update, but ultimately decided to prepare a stand-alone update and analyze its potential environmental impacts separately. In order for the Area Plan to “catch up” to the general plan’s schedule, PlaceWorks was tasked with preparing a programmatic EIR on an intensely expedited schedule, while simultaneously preparing the General Plan EIR. By collaborating closely with the Department of Regional Planning and other county departments, PlaceWorks ensured that the Draft EIR was thorough, but also efficiently prepared.

Because the Antelope Valley planning area is a diverse region with substantial growth pressure, the Area Plan aims to create a balance between the protection of ecological resources, preservation of the region’s existing rural character, and strategies for meeting the region’s future housing and employment needs. Accordingly, PlaceWorks utilized the expertise of its specialists in the areas of air quality/greenhouse gases, biological resources, hydrology, and noise to prepare a robust programmatic Draft EIR. Special attention was devoted to the expansion of the planning area’s Significant Ecological Areas and Agricultural Resource Areas, and to elements of the Area Plan’s “rural preservation strategy.” Certification of the Program EIR is expected in November 2014.
HONDA CENTER EIR
Improving a Popular Venue

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Environmental Impact Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Anaheim, California</td>
</tr>
<tr>
<td>Size</td>
<td>42.61 acres</td>
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<tr>
<td>Client</td>
<td>City of Anaheim</td>
</tr>
<tr>
<td>Date Completed</td>
<td>2012</td>
</tr>
<tr>
<td>Services Provided</td>
<td>EIR Preparation and Air Quality/GHG and Noise Technical Studies</td>
</tr>
</tbody>
</table>

The 650,000-square-foot Honda Center opened in 1993 after two years of construction. It can accommodate a maximum of 18,900 spectators depending on seating configuration, and the parking lots surrounding Honda Center have 3,775 parking spaces to accommodate visitors. The Honda Center is one of the premiere entertainment and sports venues in the country and has been the recipient of numerous industry awards over the years. It has been nominated for “Venue of the Year” in the United States by Pollstar Magazine on seven separate occasions and most recently was ranked fourth in the country by Billboard Magazine for 2010 concert and ticket sales. Honda Center is proud to be home to the NHL’s Anaheim Ducks and to the prestigious John R. Wooden College Basketball Classic.

PlaceWorks prepared EIR No. 344 to increase in the number of annual events at Honda Center through the addition of another permanent tenant as well as other permanent improvements. The proposed project increases the maximum number of events by 60 from the previous high of 162 events, for a total of 222 events per year. The purpose of the additional events would be to accommodate a second professional sports franchise at Honda Center without reducing the number of events currently held at the Honda Center. In addition to an increase in the number of annual events, the proposed project would involve other minor improvements on the south side of the existing facility, including an approximately 5,846-square-foot restaurant, a 5,846-square-foot team store, and a 9,114-square-foot open area on the main level; and above the main level improvements on the club level, a 9,518-square-foot restaurant and a 12,436-square-foot outdoor terrace.
THE PLATINUM TRIANGLE
Anaheim’s Urban Community

<table>
<thead>
<tr>
<th>Project Type</th>
<th>EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Anaheim, California</td>
</tr>
<tr>
<td>Size</td>
<td>820 acres</td>
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<td>Client</td>
<td>City of Anaheim</td>
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<tr>
<td>Date Completed</td>
<td>2005</td>
</tr>
<tr>
<td>Services Provided</td>
<td>EIR Preparation, Technical Studies</td>
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</tbody>
</table>

The Platinum Triangle is home to such landmarks as Angel Stadium, Honda Center, and the Grove of Anaheim. The Platinum Triangle Master Plan is part of an effort to attract residents and businesses, making Anaheim a desirable urban community as well as a popular vacation spot. The Subsequent Environmental Impact Report No. 2 analyzes proposed amendments to the Anaheim General Plan and to the Platinum Triangle Mixed-Use Overlay Zone and Master Land Use Plan that will increase allowable residential, office, and commercial space. The master plan envisions the development of the Anaheim Regional Transportation Intermodal Center, which would complement local urban communities such as A-Town and The Gene Autry Experience by providing alternative transportation and making Anaheim a hub of Southern California. The increased intensity has the potential to impact public services, traffic, and utilities, which are thoroughly analyzed in the EIR.
# ANAHEIM CANYON SPECIFIC PLAN EIR

Consolidating the Development Process

<table>
<thead>
<tr>
<th>Project Type</th>
<th>CEQA Review</th>
</tr>
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<tbody>
<tr>
<td>Location</td>
<td>Anaheim, California</td>
</tr>
<tr>
<td>Size</td>
<td>2,600 acres</td>
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<tr>
<td>Client</td>
<td>City of Anaheim</td>
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<tr>
<td>Date Completed</td>
<td>In Progress</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Program EIR; Air Quality, Greenhouse Gases, and Noise Technical Studies; Biological Resources Survey; Phase 0 Environmental Site Assessment</td>
</tr>
</tbody>
</table>

PlaceWorks prepared an air quality and greenhouse gas (GHG) emissions consistent with the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). The analysis calculated project-related criteria air pollutant and GHG emissions using the California Emissions Estimator Model (CalEEMod) and included an evaluation of short-term construction impacts associated with buildout of the proposed project. The GHG analysis provided total GHG emissions from construction activities and estimate of long-term GHG emissions, amortized into the GHG emissions inventory. We also accounted for reductions from recently adopted programs and regulations.

PlaceWorks prepared a noise and vibration analysis for construction and operational activities associated with the ACSP. A traffic noise modeling was conducted based on the Federal Highway Administration's (FHWA) Highway Traffic Noise Prediction Model and short-term noise monitoring was performed to obtain average noise levels in the project area and to confirm the modeling results. Changes in ambient traffic noise levels at build-out of the project and from cumulative growth in the region were also analyzed.
MISSION PLACE PROJECT EIR | SOUTH PASADENA
While working at another firm, Julian Capata served as Project Manager for the preparation of an EIR for a mixed-use project on a 1.27-acre surface parking lot owned by the South Pasadena Unified School District and located in the Mission Street Historic Business District. The proposed project consists of two three-story mixed-use buildings totaling 75,820 square feet. The project includes 91 multi-family residential units, 7,000 square feet of ground-floor commercial space fronting Mission Street, and 228 parking spaces in three levels of underground parking. The project proposes a mix of housing types, including garret units (above the proposed retail space), townhomes, flats, and lofts. The EIR includes the following technical studies: Air Quality, Cultural Resources, Greenhouse Gas Emissions, Land Use, Noise, Public Services, Utilities, and Transportation.

LAGUNA NIGUEL GATEWAY TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN | CITY OF LAGUNA NIGUEL
Julian Capata was the manager of the EIR for a specific plan for transit-oriented development adjoining the Laguna Niguel Metrolink station in southern Orange County. The award winning plan defined a development strategy to capitalize on the doubling of transit service in the corridor over the next ten years. It provided for intensified office, retail, residential, and mixed-use projects integrated by a network of pedestrian streetscapes and open spaces. The EIR developed innovative mitigation strategies with regard to operational air quality and greenhouse gas emissions that recognized and demonstrated the benefits provided by the enhanced mobility opportunities for new development in close proximity to the Metrolink station.

BERGAMOT TRANSIT VILLAGE CENTER EIR | CITY OF SANTA MONICA
Julian Capata provided senior review and technical analysis for preparation of the high-profile and controversial Santa Monica Bergamot Transit Village Center draft EIR on behalf of the City of Santa Monica. The project includes the construction of a five-building, 958,000-square-foot transit oriented development at the former Papermate site, across Olympic Boulevard from the future Expo Line Station. Project attributes include an approximately 1,961 subterranean parking garage, public open space areas (two parks), a playground, and other resident amenities. Of particular community concern were increase air pollutant emissions and increases in ambient noise levels, as well as circulation and traffic congestion issues.

LINCOLN MIDDLE SCHOOL REPLACEMENT OF BUILDING EC, MODERNIZATION AND SITE IMPROVEMENTS | SANTA MONICA/MALIBU USD
Julian Capata provided senior review for the MND for the construction of modernization and site improvements to the Lincoln Middle School Campus. The objective of the project was to replace the existing classroom structure with state of the art classrooms and learning facilities. The improvements would include an upgrade of the existing athletic field and replacement of an existing one-story building with a new two-story classroom and library building. Issues for this project included air quality, hydrology and water quality, and noise.
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. Please demonstrate that your work will be ADA compliant. (Please attach additional sheets if more space is needed.)

PROJECT UNDERSTANDING

PROPOSED PROJECT
The proposed project would involve the development of a currently inoperative diatomaceous soil quarry with a 300-unit multi-family residential community, with up to five stories over three levels of semi-subterranean parking and an adjacent three levels of residential units along street frontage. The project would include the consolidation of 17 parcels into 2 parcels. The project site is 24.682 acres on the southwest corner of Hawthorne Boulevard and Via Valmonte. Adjacent land uses include residential to the north and west, residential and light commercial/office to the east, and vacant land/hillside to the south. The project’s estimated development area is 6.06 acres, which is proposed within a disturbed and terraced area along the northeastern part of the project site, east of a moderate to steep hillside. The project would preserve 18.62 acres of the 24.68-acre property as natural open space.

The project’s residential unit mix will include 146 one-bedroom units, 137 two-bedroom units, and 17 three-bedroom units. A 1,320-square-foot leasing office, 2,590-square-foot community room, and a 3,000-square-foot fitness center are included in the total building area estimate of 326,463 square feet. The 295,718-square-foot parking garage area will include 660 parking spaces—600 spaces will be allocated to residential use, and 60 spaces will be available for guest parking. The proposed project would require approval of a general plan amendment from the land use designation from Low-Density Residential to Low-Medium-Density Residential; a zone change from A-1 (Light Agricultural) (Hillside Overlay District) to PD (Planned Development) (Hillside Overlay District); and a conditional use permit, precise plan of development and planned development, and vesting tentative tract map.

WORK PLAN
PlaceWorks’ approach is straightforward—to ensure that both documentation and process are completely in accordance with CEQA and legally defensible. Our work will be objective and accurate to optimize the EIR’s value to both decision-makers and the public. Our scope of work, therefore, reflects preparation of a comprehensive, project-level EIR encompassing environmental impacts resulting from planning, construction, and operation phases (CEQA Guidelines § 15161). Key to our approach in preparing efficient and legally defensible CEQA documentation is communication—although we believe that this scope of work is responsive to the City’s objectives, we welcome the opportunity to refine the program based on feedback provided by City staff after review of the proposals in order to arrive at a final work program that is best for the City.

TASK 1. PROJECT MANAGEMENT AND COORDINATION
Julian Capata, Senior Associate, will serve as the CEQA project manager and will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; contract administration and accounting; progress reports; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City’s project team to ensure compliance with policies, procedures, and any applicable codes. This task assumes 4 hours per month of the CEQA project manager’s time for a 10-month duration.

Project Kick-off Meeting
PlaceWorks will prepare an agenda, project work plan, and revised schedule for discussion at the kick-off meeting with City staff. After the kick-off meeting, PlaceWorks will prepare and submit meeting minutes. PlaceWorks will also coordinate approximately 5 to 7 meetings with City staff, as detailed under Task 5.
Proposal Submittal (continued):

**Vendor Name:** PlaceWorks

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Work Plan for Each Required Task:

**Deliverable(s):**
- Attend kick-off meeting to confirm scope of work, timeline, and next steps
- Prepare agenda, project work plan, revised schedule, and meeting minutes
- Submit ongoing progress reports with all invoices

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**TASK 2. PREPARE INITIAL STUDY**

PlaceWorks will prepare a screencheck Initial Study consistent with the provisions of CEQA. In accordance with Section 15063 of the CEQA Guidelines, the initial study will contain: 1) a description and location of the project; 2) identification of the environmental setting; 3) identification of environmental effects; 4) discussion of mitigation measures, if required; 5) examination of consistency with existing zoning, plans, or other applicable land use controls; and 6) list of preparers. The initial study will also have a references section, including all pertinent materials, technical studies, experts, and persons consulted in its preparation.

The initial study will be clearly written and will avoid the use of technical jargon so that the document is easily understood. If technical terms need to be introduced for accuracy, they will be clearly defined. The analysis of issues will be thorough yet concise. Thresholds of significance will be identified for each impact category based on the City’s initial study checklist and City standards. The environmental analysis will identify the primary and secondary effects of the project on the existing environment.

The analysis will be based upon documented literature, reports, and surveys on the project and surrounding area. The methodology for each pertinent environmental topical area will be described consistent with the City’s CEQA thresholds. Findings will be clearly substantiated for each checklist question to conclude whether any of the conditions under CEQA Guidelines Section 15162 are met. The Initial Study will address all 18 environmental topical areas and mandatory findings of significance.

- Aesthetics
- Agriculture & Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology & Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology & Water Quality
- Land Use & Planning
- Mineral Resources
- Noise
- Population & Housing
- Public Services
- Recreation
- Transportation & Traffic
- Tribal Cultural Resources
- Utilities & Service Systems
- Mandatory Findings of Significance

It is anticipated that only Agriculture & Forestry Resources will be eliminated from further consideration in the Initial Study. Concurrently with submittal of the screencheck initial study, PlaceWorks will meet with City staff as appropriate to explain the findings and recommendation for further CEQA documentation. We will submit the document to the City for review.
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

and comment. Upon receipt of comments from the City, PlaceWorks will make revisions and prepare the initial study for submission to the City for final approval and public review.

**Deliverable(s):**
- Prepare screecheck initial study
- Incorporate City staff comments and prepare a final initial study

**TASK 3. PREPARE ENVIRONMENTAL IMPACT REPORT**

PlaceWorks will prepare an EIR (see Task 3.2) based on all environmental factors from CEQA Guidelines Appendix G that were determined potentially significant in the initial study. Technical analyses on air quality, biological resources, greenhouse gas emissions, geology and soils, noise, and traffic, and utilities will be based on the technical studies prepared by the applicant and peer reviewed by PlaceWorks (see Task 4) and will be included in the appendices of the EIR.

**Task 3.1. Notice of Preparation and Scoping Meeting**

PlaceWorks will prepare and publish a Notice of Preparation (NOP). The NOP will attach the applicable initial study prepared under Task 2; summarize the project and its location; and identify the 30-day public review time frame, contact person, and address for submission of public comments. After City review, PlaceWorks will make any necessary changes and will distribute the final NOP and initial study to OPR along with a Notice of Completion (NOC) to responsible agencies and interested parties. It is assumed the City will publish the NOP in the newspaper and file the NOP with the County Clerk.

PlaceWorks will conduct one public scoping meeting for the proposed project. The scoping meeting’s purpose is to present a description of the project, CEQA process, and identification preliminary environmental impacts to the community and to solicit comments regarding the scope of the environmental issues to be addressed in the EIR. A PowerPoint presentation will be used to structure the meeting and convey the information in an accessible format. After the meeting, PlaceWorks will prepare a summary of scoping meeting comments that will be included in the EIR. We recommend the scoping meeting be held as soon as possible after the release of the NOP so public concerns about environmental issues can be identified. The City will identify the venue. Notification of the scoping meeting will be included in the NOP to be published by the City and distributed by PlaceWorks.

The comments received during the 30-day NOP public review period and scoping meeting will be included in the EIR. A table will in the EIR will summarize each comment and cross-reference the sections of the EIR where each comment is addressed.

**Deliverable(s):**
- Prepare, file, and circulate NOP
- Prepare NOC for OPR
- Coordinate and facilitate scoping meeting
- Review comments received through NOP process and incorporate into subsequent documents, as needed

**Task 3.2. Prepare Administrative Draft EIR**

A full-scope, project-level EIR will be prepared for the project and will include the following sections in accordance with the CEQA Guidelines:

- Executive Summary
- Introduction
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Cumulative Impacts
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

- Effects Found Not to Be Significant
- Significant and Unavoidable Impacts
- Alternatives (up to three)
- Organizations and Persons Consulted
- Other CEQA-Mandated Sections

Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project; (b) define the criteria by which impacts will be determined to be significant; (c) determine the environmental changes that would result from the project; (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds); (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts; and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. Two types of mitigation measures that are practical and feasible will be recommended: measures that address primary (direct) impacts and measures that address secondary (indirect) impacts. Project design features (development standards and design guidelines) and regulations that have a mitigating effect will be integrated into the analysis prior to making a significance finding. A conservative scenario approach will be used in all analyses.

PlaceWorks will provide a work plan for each environmental topical area to be included in the EIR. The scope of work for each topical area will be presented to the City and agreed upon at the outset. We expect the primary environmental topic areas will include, but are not limited to aesthetics, air quality, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use, noise, public services, traffic, and utilities. Analyses and findings of the technical studies prepared the applicant will be incorporated into the screening Draft EIR.

Alternatives to the Proposed Project

Alternatives will be defined and analyzed in compliance with CEQA Guidelines and in consultation with City staff. Alternatives will be selected on the basis of their ability to: (1) avoid or reduce one or more of the project’s significant impacts and (2) feasibly attain most of the basic objectives of the project.

Analyses of up to three alternatives will be conducted, including the “No Project” alternative. Designed to reduce or eliminate any significant impacts, alternatives may include: 1) No Project/Existing Zoning; 2) Alternative Locations; and 3) Reduced Density Alternative. Alternatives that were considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Deliverable(s):
- Prepare Administrative Draft EIR
- Attend up to three meetings for each task as defined in Task 5.

Task 3.3. Circulate and Receive Comments on Draft EIR

After the City has reviewed the Administrative Draft EIR, PlaceWorks will meet with City staff to go over the overarching comments and strategize on important issues. Following the meeting, we will revise the Administrative Draft to incorporate all comments from City staff. This task assumes that all comments will be provided at one time and that conflicting comments are vetted prior to distribution to PlaceWorks. We anticipate two rounds of review to meet the City's satisfaction. Following incorporation of all comments, PlaceWorks will provide a print-ready copy for final buyoff from the City.

PlaceWorks will prepare the NOC, Notice of Availability (NOA), and distribution list to distribute the Draft EIR for public review in accordance with the CEQA Guidelines. The NOA will include the time and place for the open house/public hearing.
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

PlaceWorks will file the NOA with the County Clerk and distribute the NOA and Draft EIR to OPR and responsible agencies. The City will be responsible for publishing the NOA in the newspaper.

Following publication of the DEIR for a 45-day public review period, PlaceWorks staff will arrange and lead one open house/public hearing for the project, as needed. PlaceWorks will document all comments and prepare a matrix identifying the comment, environmental issue area, work assignments, and dates of completion for inclusion in the response to comments (Task 3.4).

Deliverable(s):
- Prepare and file NOA, NOC (including notice of public meeting), and distribute Draft EIR for public review
- Facilitate one open house/public hearing for Draft EIR

Task 3.4 Develop Final EIR Work Plan, Prepare Administrative Final EIR, Mitigation Monitoring and Reporting Program, and Findings of Fact

Response to Comments
Responses to comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final EIR and will contain: an introduction describing the public review process for the Draft EIR, copies of all comment letters and minutes from the public meeting where oral comments were taken, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided.

An estimate of up to 40 hours of professional time to respond to comments has been included. The estimated budget assumes only minor comments, no additional basic research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

PlaceWorks will revise the responses to comments based on revisions provided by the City. Responses to comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the City Council (or Planning Commission if preferred by the City).

Upon completion of the Response to Comments, MMRP (see below), and Findings (see below), PlaceWorks will produce the Final EIR, which will include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR.

Mitigation Monitoring and Reporting Program
An MMRP will be prepared in accordance with CEQA Guidelines 15097 and will identify mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success

Findings of Fact
Findings of Fact will be prepared consistent with the requirements of CEQA. If required, PlaceWorks will prepare a Statement of Overriding Considerations (SOC) for the project, consistent with the requirements of CEQA.
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

Deliverable(s):
- Review, analyze, and respond to all public comments received on the Draft EIR
- Prepare Administrative Final EIR, MMRP, and Findings of Fact
- Incorporate comments from City staff and prepare Screencheck Draft Final EIR, revised MMRP, and revised Findings of Fact
- Attend two meetings as defined in Task 5
- Prepare Final EIR and relevant documentation

Task 3.5. Prepare Final Findings of Fact, Statement of Overriding Considerations, and Notice of Determination
PlaceWorks will prepare a final Findings of Fact and Statement of Overriding Considerations (if needed) to address City staff comments and any changes required by the Planning Commission. PlaceWorks will review the administrative record to ensure that it is accurate and complete.

PlaceWorks will prepare and file the Notice of Determination (NOD) following project approval and Final EIR certification. PlaceWorks will file all notices associated with the Final EIR and pay all applicable fees, including the California Department of Fish and Wildlife (CDFW) fee (if required).

Deliverable(s):
- Submit final Findings and Statement of Overriding Considerations
- Attend public hearings as defined in Task 5
- Prepare and file Notice of Determination

TASK 4. PEER REVIEW OF APPLICANT-PREPARED TECHNICAL STUDIES/ANALYSIS
It is PlaceWorks' understanding that the applicant has prepared technical studies to support the CEQA analysis. PlaceWorks proposes to provide a peer review of the applicant-prepared studies to verify they have been properly completed and are appropriate to be incorporated into the EIR's analysis and document preparation. PlaceWorks will review the following technical studies:

- Air Quality and Greenhouse Gas Emissions Study
- Biological Resources
- Fault Rupture Hazard Investigation
- Soil Geotechnical Analysis
- Hydraulic Network Analysis for Fire and Domestic Water Service
- Noise and Vibration Study
- Traffic Impact Study
- Sewer Study

Task 4.1. Air Quality/Greenhouse Gas Emissions Analysis Peer Review
Nicole Vermilion, Associate Principal and Director of Air Quality, GHG, & Noise Services, will conduct a third-party technical review of the Air Quality and Greenhouse Gas (GHG) Emissions Technical Report and associated modeling. Nicole is up to date on the latest threshold methodology and case law for GHG emissions and has completed numerous GHG emissions analyses for CEQA projects. Nicole is a beta tester for the South Coast Air Management District (SCAQMD) on the CalEEMod program and was recently involved in beta testing the new 2016 CalEEMod program. In addition, she is a member of the Association of Environmental Professional's Climate Change Committee and actively involved in development of GHG emissions thresholds approaches for development projects, and most recently, participated in the development of a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. The review of the GHG analysis will confirm the appropriate use of accepted thresholds of significance in light of the Center for Biological Diversity v. California Department of Fish and Wildlife (Newhall Ranch) ruling, review that the technical modeling assumptions for construction and operational
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

activities were conducted in accordance with the SCAQMD methodology, include an internal consistency evaluation of the modeling assumptions with the project description and traffic report, and evaluate recommended measures to reduce significant impacts of the project (if needed). PlaceWorks will summarize the findings of the third-party technical evaluation in a memorandum. This scope of work assumes 2 rounds of peer review and comment.

Deliverable(s):
Air Quality and Greenhouse Gas Peer Review Memorandum

Task 4.2. Biological Resources Peer Review
PlaceWorks will review the biological resources assessment provided by the applicant for the project site and adjacent areas. The peer review will be conducted to ensure that the existing biological resources surveys and reporting are complete enough to be used in the development of the biological resources section of the EIR for the project and that no further site visits, surveys, or analysis will need to be conducted. As part of the peer review, PlaceWorks will provide a summary of any outstanding issues that would need to be resolved with regard to biological resources prior to the development of the biological resources EIR section, included in the peer review memorandum.

Deliverable(s):
Biological Resources Assessment Peer Review Memorandum

Task 4.3. Fault Rupture Hazard Investigation and Soil Geotechnical Analysis Peer Review
PlaceWorks Senior Geologist will conduct a peer review of the applicant’s Fault Rupture Hazard Investigation and Soil Geotechnical Analysis to ensure that the methodology and identification of potential hazards were sound and in accordance with the latest regulations in the California Building Code. The peer review will ensure that the reports define the existing geologic, soils, and groundwater characteristics onsite; identify regional seismic influences; and note and explain the characteristics of any areas with constraints to site development. Additionally, any identified mitigation measures identified in the technical reports will be identified for inclusion in the EIR. As part of the peer review, PlaceWorks will provide a summary of any outstanding issues that would need to be resolved with regard to fault rupture or geotechnical hazards prior to the development of the geology and soils EIR section, included in the peer review memorandum.

Deliverable(s):
Fault Rupture Hazard Investigation and Soil Geotechnical Analysis Peer Review Memorandums

Task 4.4. Noise Analysis Peer Review
It is understood that the applicant has already contracted with an acoustical consultant to conduct both a CEQA-focused environmental noise impact assessment and an initial sound insulation acoustical study (to aid in the architectural design effort and to promote compliance with California Title 24 interior noise standards; both requirements for obtaining building permit approvals). Thus, PlaceWorks’ in-house noise specialists will conduct a peer review of this assessment to ensure it is adequate to support the analysis, findings, and conclusions of the noise and vibration impacts for an EIR-level CEQA assessment. We will conduct this review in a timely manner and provide a memorandum to the City and project applicant identifying any fatal flaws, shortcomings, or areas needing clarification from the project applicant’s technical subconsultant (Dudek). It is assumed that no more than one round of review, comment, and revision/clarification (by Dudek) will be needed to arrive at an appropriate technical study for the noise and vibration impact assessment.

Deliverable(s):
Noise and Vibration Analysis Peer Review Memorandum

Task 4.5. Traffic Report Peer Review
PlaceWorks’ in-house licensed traffic engineer will review the traffic study provided by the applicant to ensure that the analysis is consistent with City of Torrance methodologies. Our staff will review and comment on the methodologies and
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

assumptions used to prepare the analyses, including trip generation, trip distribution and assignment, and the study area selected for the analysis. The study will also be reviewed to ensure that site access, internal circulation, pedestrian circulation, and parking have been adequately addressed. A technical memorandum will provide comments on the traffic study and identify errors, shortcomings, and topics that need to be clarified or revised. If the study is determined to be inadequate, PlaceWorks will consult with the City of Torrance to propose corrective measures. This scope includes up to 6 staff hours for consultation with the City and review for a second round of revisions, and a second technical memorandum to ensure that comments have been properly addressed and that the study is adequate to prepare a defensible EIR.

Deliverable(s):
- Traffic Impact Study Peer Review Memorandum

Task 4.6. Sewer Study and Hydraulic Network Analysis Peer Review
PlaceWorks’ Senior Engineer will conduct a peer review of the applicant’s Sewer Study and Hydraulic Network Analysis to ensure that the methodology and identification of potential impacts were sound and in accordance with the latest regulations in the California Building Code and the City of Torrance. Additionally, any mitigation measures in the technical reports will be identified for inclusion in the EIR. As part of the peer review, PlaceWorks will provide a summary of any outstanding issues that would need to be resolved with regard to sewer or hydraulic impacts prior to incorporation in the EIR, included in the peer review memorandum.

Deliverable(s):
- Sewer Study and Hydraulic Network Analysis Peer Review Memorandum

Task 4.7. Native American Consultation
Under this task, PlaceWorks will contact the California Native American Heritage Commission (NAHC) and request a review/search of their Sacred Lands File. NAHC will determine if any NAHC-listed Native American sacred lands are within or adjacent to the project site. Upon their review of the Sacred Lands File, NAHC will provide PlaceWorks with a letter/memo outlining their findings.

In accordance with the Assembly Bill 52 (AB 52), Native American consultation procedures under CEQA (Public Resources Code §§ 21080.3.1(b), (d), and (e) and § 21080.3.2), PlaceWorks will coordinate with City staff to acquire the list of Native American tribes that have submitted letters requesting to be added to the City’s notification list for projects. Upon receipt of the tribe list provided by the City (if one has been compiled), PlaceWorks will prepare a letter on behalf of the City to the tribe(s) on the City’s list, requesting that the tribe(s) contact the City in writing (within the time frames established by AB 52) if they wish to consult on the proposed project. The City will mail out the final letters to each tribe on City letterhead. In accordance with Public Resources Code § 21080.3.1(b)(1), consultation is triggered by a tribe notifying the City in writing of its desire to consult.

If no tribes have asked to be placed on the City’s notification list and if desired by the City, PlaceWorks can contact NAHC on behalf of the City and request a CEQA Tribal Consultation List in accordance with the NAHC recommendation in Public Resources Code § 21080.3.1(c). Upon receipt of the list from NAHC, the City may or may not decide to send notification letters to the tribes on the NAHC list. The City is not obligated to send notification letters to tribes that have not submitted a formal notification request. However, if the City decides to send notification letters to the tribes provided on the NAHC list as a best practice, similar to the protocol outlined above, PlaceWorks will prepare a letter on behalf of the City to the tribe(s), requesting that the tribe(s) contact the City in writing (within the time frames established by AB 52) if they wish to consult on the proposed project.

Deliverable(s):
- Native American Consultation Request Letters
- Attendance at consultation with Native Americans
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

TASK 5. MEETINGS AND PUBLIC HEARINGS
PlaceWorks will attend up to 7 meetings/public hearings with City staff throughout the CEQA process. We expect the meetings will consist of 3 meetings during preparation of the EIR, 2 meetings during preparation of the Final EIR, and 2 public hearings. However, the City may use any combination of in-person meetings and/or conference calls to meet the City’s needs.

Deliverable(s):
- Attend up to 3 meetings with City staff to discuss proposed changes to the Administrative Draft EIR
- Attend up to 2 meetings with City staff to discuss the draft Final EIR and response to comments
- Attend up to 2 public hearings (Planning Commission and City Council)

PROJECT MANAGEMENT
PlaceWorks has a comprehensive project management system in place to ensure that CEQA procedures are followed and documented, quality assurance and control guidelines are met, and staff is available to meet project deadlines. Our approach to successful management starts with the right project manager. Julian Capata will be the project manager and primary contact with the City of Torrance. He will attend meetings with City staff. Any staff changes, although not anticipated, would be fully vetted by the City.

QUALITY CONTROL
PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Environmental documents cannot be reproduced until this form is signed by the project manager and project director. All documents are submitted to the firm’s document processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After all revisions have been made and the final formatting completed, the document is printed, and the editor inspects it page by page to ensure that no pages or figures are missing and that formatting is consistent. Production staff makes the required number of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document and ensuring that the environmental review process and the environmental documents satisfy the statutes and guidelines of CEQA.

SCHEDULE ADHERENCE
Project schedules will be prepared for each project at the level of detail deemed necessary for project tracking and schedule adherence. We work with staff to meet individual project objectives. Typically, we prepare MS Project schedules for each project that clearly highlight the critical path for a project and facilitate easy sharing and updating by individual task. Additionally, detailed subtasks can be “collapsed” to generate less-detailed project schedules for personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

COST CONTROL
Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently and rework is not required. Our use of MS Project scheduling is also a key component of cost control. Adhering to project schedules avoids unnecessary and expensive extended project management and coordination time. Our in-house report
Proposal Submittal (continued):

Vendor Name: PlaceWorks

Work Plan for Each Required Task:

production and distribution team also assists us in cost control for our projects. Team members have years of experience specifically reproducing, distributing, noticing, and maintaining the records for CEQA compliance.

MANAGEMENT REPORTING

PlaceWorks utilizes Deltek management and accounting software. Deltek allows each project manager to input staffing requirements at the level of detail required. For example, projected work can be input by weeks for short-term planning (e.g., 2 to 3 months) and by month (hours/week for the month) for a longer project. This allows us to manage workload to ensure that appropriate level staff is available and busy on project tasks. The Deltek system also projects the cost for each task based on the staffing plans. Any change to hours is automatically reflected in the budget information. Most importantly, Deltek facilitates “real time” budget status information. Based on the weekly entry of time, the project manager can provide the budget status by the level of detail entered for the project (typically for milestone tasks at a minimum). If required, time entry and information can be facilitated by Deltek.

SCHEDULE

The schedule for completion of an EIR is approximately 8 to 10 months from submittal of the project description. A sample schedule is provided below in Table 1; this will be refined after the proposed kick-off meeting.

TABLE 1. PROPOSED SCHEDULE

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kick-off Meeting</td>
<td>Week 1</td>
</tr>
<tr>
<td>Peer Review of Applicant Technical Studies</td>
<td>Week 1–4</td>
</tr>
<tr>
<td>Prepare First Screencheck Draft Initial Study</td>
<td>Week 4</td>
</tr>
<tr>
<td>City Review of First Screencheck Draft Initial Study</td>
<td>Week 5 (one week)</td>
</tr>
<tr>
<td>Revisions to Second Screencheck Draft Initial Study and Preparation of Public Draft Initial Study</td>
<td>Week 6 (five working days)</td>
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<tr>
<td>CEQA Review Period of 30 Day NOP/Public Review Period Public Draft Initial Study</td>
<td>Week 7–10 (30 calendar days)</td>
</tr>
<tr>
<td>Scoping Meeting</td>
<td>Week 7–10 (During 30-day review period)</td>
</tr>
<tr>
<td>Prepare Administrative Draft EIR</td>
<td>Week 7–10 (6 weeks)</td>
</tr>
<tr>
<td>City Review of Administrative Draft EIR</td>
<td>Week 14–16 (3 weeks)</td>
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<tr>
<td>Prepare Draft EIR</td>
<td>Week 18–20 (2 weeks)</td>
</tr>
<tr>
<td>Public Review of Draft EIR</td>
<td>Weeks 20–27 (45 days)</td>
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<tr>
<td>Prepare Administrative Final EIR</td>
<td>Weeks 28–32</td>
</tr>
<tr>
<td>City Review of Administrative Final EIR</td>
<td>Weeks 33–34 (2 weeks)</td>
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<tr>
<td>Revisions to Final EIR</td>
<td>Week 35 (5 working days)</td>
</tr>
<tr>
<td>Submittal of Final EIR to Public Agencies</td>
<td>Week 36 (10 days prior to project approval)</td>
</tr>
<tr>
<td>Planning Commission and City Council Meetings</td>
<td>Week 37–39</td>
</tr>
</tbody>
</table>
Proposal Submittal (continued):

Vendor Name: PlaceWorks

References:
Please supply the names of companies/agencies for which you recently supplied comparable goods/services requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. *Don’t include the City of Torrance as a reference for this RFP.*

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Anaheim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>200 South Anaheim Blvd, Room 162</td>
</tr>
<tr>
<td>City:</td>
<td>Anaheim</td>
</tr>
<tr>
<td>State, Zip Code:</td>
<td>CA 92805</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Platinum Triangle Master Land Use Plan EIR. A supplemental EIR analyzing proposed amendments to the Anaheim General Plan. Anaheim Canyon SP EIR. A program EIR for project with a maximum of 47.5 million SF of nonresidential uses and 2,919 dwelling units adjacent to the Anaheim Canyon Metrolink station.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Jonathan Borrego</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>714.765.4311</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:jborrego@anaheim.net">jborrego@anaheim.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Irvine, Community Development Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>PO Box 19575</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Irvine, CA 92623</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Irvine Business Complex Mixed Use Overlay Zoning EIR. EIR for a mixed-use community to provide high-quality, convenient housing and local jobs including 2,800-acre town centers with high-density neighborhood hubs. Anaheim General Plan Update EIR.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Bill Jacobs, AICP, CEP, CGBP, LEED Green Associate</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>949.724.6521</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:bjacobs@ci.irvine.ca.us">bjacobs@ci.irvine.ca.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Industry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>15625 East Stafford Street, Suite 100</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>City of Industry, CA 91744</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>PlaceWorks has a long-standing relationship with the City of Industry, providing comprehensive planning and environmental services for more than 600 projects since 1989 as well as work as their environmental advisor and strategist, including third-party review of documents from other jurisdictions.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Alex Gonzalez</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>626.333.2211</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:Agonzalez@cityofindustry.org">Agonzalez@cityofindustry.org</a></td>
</tr>
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</table>
**Vendor Name:** PlaceWorks

<table>
<thead>
<tr>
<th>RFP Submittal Requirement and Acknowledgement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RFP Scope of Work Questions</th>
<th>Indicate what page in your proposal you have answered this question.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you include original and 5 copies of your RFP Submittal?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include a signed Affidavit Form with your RFP Submittal?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include proof of N/A Certification?</td>
<td>☐ Yes ☑ No</td>
</tr>
<tr>
<td>Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 12 of this RFP?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Page 23 of our submittal.</td>
<td></td>
</tr>
<tr>
<td>Did you complete a project proposal as described in the Technical Requirements?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include all addenda if any issued by the City?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include resumes of no more than three (3) qualified candidates?</td>
<td>☑ Yes ☐ No</td>
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<tr>
<td>Page 14 of our submittal.</td>
<td></td>
</tr>
<tr>
<td>Did you include References?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Page ___ of our submittal.</td>
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</tr>
<tr>
<td>Are your Wage Rates (Non-Prevailing) Included?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Page 17 of our submittal.</td>
<td></td>
</tr>
<tr>
<td>Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Page 17 of our submittal.</td>
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</table>
Proposal Submittal (continued):

**Vendor Name:** PlaceWorks

### RFP Submittal Requirement and Acknowledgement Continued

<table>
<thead>
<tr>
<th>RFP Scope of Work Questions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors are required to answer each of the questions listed below and indicate what page(s) such responses can be found. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.</td>
<td></td>
</tr>
</tbody>
</table>
| Did you describe your proposed work plan? | ☑ Yes ☐ No  
Page 13 of our submittal. |
| Did you describe your experience with the preparation of EIR’s with both soil/topography and open space easement considerations | ☑ Yes ☐ No  
Page 12h-9 of our submittal. |
| Please indicate that you are aware that a City of Torrance Business License will be required to be maintained throughout the duration of the Contract and any extensions. | ☑ Yes, we are aware and will maintain this, and all other requirements under the RFP, in compliance |

### Price Proposal

In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.

<table>
<thead>
<tr>
<th>Category Description</th>
<th>Proposal Not to Exceed Amount by Category Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Vendor must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle. Enter each deliverable below.</td>
<td></td>
</tr>
<tr>
<td><strong>TASK 1. PROJECT MANAGEMENT AND COORDINATION</strong></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>$ 9,384</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>$ 1,693</td>
</tr>
<tr>
<td><strong>TASK 2. PREPARE DRAFT INITIAL STUDY</strong></td>
<td></td>
</tr>
<tr>
<td>Prepare Initial Study</td>
<td>$ 9,017</td>
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<tr>
<td><strong>TASK 3. PREPARE ENVIRONMENTAL IMPACT REPORT</strong></td>
<td></td>
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<tr>
<td>3.1 Notice of Preparation and Scoping Meeting</td>
<td>$ 7,181</td>
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<tr>
<td>3.2 Prepare Administrative Draft EIR</td>
<td>$ 50,296</td>
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<tr>
<td>3.3 Circulate and Receive Comments on Draft EIR</td>
<td>$ 7,915</td>
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<tr>
<td>3.4 Develop Final EIR Work Plan, Prepare Administrative Final EIR, Mitigation Monitoring and Reporting Program, and Findings of Fact</td>
<td>$ 21,716</td>
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<tr>
<td>3.5 Prepare Final Findings of Fact, Statement of Overriding Considerations, and Notice of Determination</td>
<td>$ 4,406</td>
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<tr>
<td><strong>Total Amount for Project</strong></td>
<td>$ Continued of following page</td>
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Proposal Submittal (continued):

Vendor Name: PlaceWorks

<table>
<thead>
<tr>
<th>Category Description</th>
<th>Proposal Not to Exceed Amount by Category Description</th>
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</thead>
<tbody>
<tr>
<td><strong>TASK 4. PEER REVIEW OF APPLICANT PREPARED TECHNICAL STUDIES/ANALYSIS</strong></td>
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<tr>
<td>4.1 Air Quality/Greenhouse Gas Emissions Analysis Peer Review</td>
<td>$8,155</td>
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<td>4.2 Biological Resources Peer Review</td>
<td>$3,871</td>
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<tr>
<td>4.3 Fault Rupture Hazard Investigation and Soil Geo-Technical Analysis Peer Review</td>
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<tr>
<td></td>
<td>$7,543</td>
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<tr>
<td>4.4 Noise Analysis Peer Review</td>
<td>$4,789</td>
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<td>4.5 Traffic Report Peer Review</td>
<td>$4,605</td>
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<tr>
<td>4.6 Sewer Study and Hydraulic Network Analysis Peer Review</td>
<td>$2,402</td>
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<tr>
<td>4.7 Native American Consultation</td>
<td>$3,672</td>
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<tr>
<td><strong>TASK 5. MEETINGS AND PUBLIC HEARINGS</strong></td>
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<tr>
<td>Team Meetings</td>
<td>$5,263</td>
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<tr>
<td>EIR Meetings with Staff</td>
<td>$5,263</td>
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<td>Public Hearings</td>
<td>$4,386</td>
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<td><strong>Total Amount for Project</strong></td>
<td>$161,558</td>
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WAGE RATES

PLACEWORKS – 2016 STANDARD FEE SCHEDULE

<table>
<thead>
<tr>
<th>Staff Level</th>
<th>Hourly Bill Rate</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$200-$300</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$180-$215</td>
</tr>
<tr>
<td>Senior Associate/Senior Scientist</td>
<td>$150-$185</td>
</tr>
<tr>
<td>Associate/Scientist</td>
<td>$115-$155</td>
</tr>
<tr>
<td>Project Planner/Project Scientist</td>
<td>$95-$125</td>
</tr>
<tr>
<td>Planner/Assistant Scientist</td>
<td>$80-$100</td>
</tr>
<tr>
<td>Graphics Specialist</td>
<td>$60-$130</td>
</tr>
<tr>
<td>Clerical/Administrator/Word Processing</td>
<td>$40-$115</td>
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<tr>
<td>Intern</td>
<td>$55-$75</td>
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Subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.

PROPOSED ALTERNATIVE LANGUAGE

PlaceWorks proposes the changes shown below to the City of Torrance’s Pro Forma Consulting Services Agreement.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively “City Affiliates”) from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but no limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be cause and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, SUBCONSULTANTS or vendors.

CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

William Halligan being first duly sworn deposes and says:

1. That he/she is the Principal of Placeworks
   (Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for
Butcher-Solana CEQA Scoping Meeting and Environmental Impact Report Noticing, peer review of submitted Technical
Studies, Document preparation, Document reproduction, Required Notice Filing and Representation during Public Hearings
(Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association,
organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or
sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the
Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the
price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or
of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over
the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other
Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any
proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering
any proposal from any subcontractor or material man, which is not processed through that proposal depository,
or which prevent any subcontractor or materialman from proposing to any contractor who does not use the
facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown
thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership,
company, association, organization, proposal depository, or to any member or agent thereof, or to any
individual or group of individuals, except to the City of Torrance, or to any person or persons who have a
partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 28th day of November, 2016.

[Signature]

Principal

(Proposer Signature) (Title)
Butcher-Solana Residential Development

CEQA Services for the City of Torrance

December 15, 2016
Technical Planning Services

Environmental Services

- Land Planning (CCP Permit Processing)
- Visual Simulations / Graphics
- Shade / Shadow Analysis
- Hazards: Site Assessment / Remediation
- Hydrology / Water Quality
- Geology / Soils
- Noise / Vibration / Acoustics
- Air Quality / GHG Emissions
Identified applicable mitigation in EIR

Traffic and air quality

Addressed community concerns related to noise.

Provided thorough air quality and GHG analyses

Helped City resolve traffic/circulation issues

Comprehensive Buildout Study

City of Torrance General Plan EIR
New Main Tower
Torrance Memorial Medical Center

• Del Amo Senior Center & Hotel
• Del Amo Financial Center Expansion

Studied for:
Air Quality/CHG and Noise Technical

Del Amo Fashion Center Expansion
and Environmental Scan

2015 and 2008 Community Profile

Other Torrance Projects

Experience
Vila Borba Specific Plan EIR

- 396 acres with 631 residential units
- Resolved controversial issues related to Traffic, Aesthetics, and Water Quality

Experience
Air Quality
Noise
Traffic
Water and Wastewater
Geotechnical Concerns
Community Park
Expansion of Malibu Bluffs
5 Single-Family Homes

Technical Studies and EIR
Crummer Site Subdivision
Experience
- Air Quality
- Noise
- Traffic
- Geotechnical Concerns
- Change
- General Plan Amendment Zone
- 85 Residential units on 25 acres

and IS/MND

Highlands Technical Studies

Pinnacle at Serrano

Experience
Keys to Success

- Understanding Your Needs
- Articulating Objectives
- Developing Strategy
- Managing the Process
- Executing the Project
Articulating Objectives
- Articulate objectives to inform a strategic approach.
- What are the objectives for this project?

Understanding Your Needs
- Keys to success
- We listen to you
- Factors to consider
- Types of issues
- Schedule, costs, community sensitivities
- Participation Processes
- CDA defensibility

Success
- Articulate objectives to inform a strategic approach.
- What are the objectives for this project?
Keys to Success

Develop a Strategy

- Determine the appropriate processing
- Project objectives
- CEQA has flexibility – applying it to meet,
  perspective informs the strategy,
- Every project is unique, but a long-term
  seasoned planners and attorneys
- Draw on decades of CEQA experience from
Managing the Process

Keys to Success

- Experienced with complex projects and
evolving project descriptions
- Problem solving skills to anticipate and
- Craft solutions throughout project
- Project managers are the central nerve
- Ongoing lines of center —
- Communication with client, other
- AGENCIES, and stakeholders is key
Execute

Keys to Success

• Quality control and assurances to staff creates efficiencies
• Interdisciplinary and in-house technical
• Our reputation is built on our last
documentation
• Provide defensible, high quality
• Project — proper execution is key to
client satisfaction
• Committing to process that best meets
the objectives
Development and Tentative Tract Map
Conditional Use Permit, Planned General Plan Amendment, Zone Change,
Subterranean Parking
- 660 parking spaces in 3 levels of semi
- Five-story, 300-unit multifamily residential

Project Understanding

Butcher Hill Development
Community groups and individuals
- Respond to issues raised by agencies,
- Objective and legal defensibility
- Expedite schedule
- Utilize existing data sources to
  throughout the CEQA process
- Serve as extension of staff

CEQA Approach
We carefully reviewed our budget:

- $14,748 reduction
- Costs
- Revised project management
- Reduced technical review
Planning is thinking and doing. Let's collaborate about the future now.
## BUTCHER-SOLANA EIR - COST PROPOSAL

### PlaceWorks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hourly Rate</th>
<th>Hours</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 1. PROJECT MANAGEMENT AND COORDINATION</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.1 Project Management</td>
<td>$250</td>
<td>8</td>
<td>$2,000</td>
</tr>
<tr>
<td>1.2 Kick-off Meeting</td>
<td>$180</td>
<td>6</td>
<td>$1,080</td>
</tr>
<tr>
<td><strong>Task 1. Subtotal</strong></td>
<td></td>
<td>14</td>
<td>$3,080</td>
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<tr>
<td><strong>TOTAL BUDGET</strong></td>
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<td></td>
<td>$3,080</td>
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</table>

<table>
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<tr>
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<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 2. PREPARE DRAFT INITIAL STUDY</strong></td>
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<td>2.1 Prepare Initial Study</td>
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<td>$1,380</td>
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<table>
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<tr>
<th>Task Description</th>
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<tbody>
<tr>
<td><strong>TASK 3. PREPARE ENVIRONMENTAL IMPACT REPORT</strong></td>
<td></td>
<td></td>
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<tr>
<td>3.1 Notice of Preparation and Scoping Meeting</td>
<td>$195</td>
<td>8</td>
<td>$1,560</td>
</tr>
<tr>
<td>3.2 Prepare Administrative Draft EIR</td>
<td>$180</td>
<td>32</td>
<td>$5,760</td>
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<td>3.3 Circulate and Receive Comments on Draft EIR</td>
<td>$180</td>
<td>60</td>
<td>$10,800</td>
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<tr>
<td>3.4 Develop Final EIR Work Plan, Prepare Administrative Final EIR, Mitigation Monitoring and Reporting Program, and Findings of Fact</td>
<td>$180</td>
<td>20</td>
<td>$3,600</td>
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<tr>
<td>3.5 Prepare Final Findings of Fact, Statement of Overriding Considerations, and Notice of Determination</td>
<td>$180</td>
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<tbody>
<tr>
<td><strong>TASK 6. PEER REVIEW OF APPLICANT PREPARED TECHNICAL STUDIES/ANALYSIS</strong></td>
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<tr>
<td>4.1 Air Quality/Greenhouse Gas Emissions Analysis Peer Review</td>
<td>$160</td>
<td>16</td>
<td>$2,560</td>
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<td>4.2 Biological Resources Peer Review</td>
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<td>$160</td>
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<td>4.3 Fault Rupture Hazard Investigation and Soil Geo-Technical Analysis Peer Review</td>
<td>$195</td>
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<td>$6,240</td>
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<td>4.4 Noise Analysis Peer Review</td>
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<td>4.5 Traffic Report Peer Review</td>
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<td>$4,320</td>
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<tr>
<td>4.6 Sewer Study and Hydraulic Network Analysis Peer Review</td>
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<td>$2,880</td>
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<td>4.7 Native American Consultation</td>
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<th>Task Description</th>
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<tbody>
<tr>
<td><strong>TASK 5. MEETINGS AND PUBLIC HEARINGS</strong></td>
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<tr>
<td>5.1 Team Meetings</td>
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<td>$1,280</td>
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<td>5.2 EIR Meetings with Staff</td>
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<td>$1,600</td>
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<tr>
<td>5.3 Public Hearings</td>
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<td>$1,600</td>
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<td><strong>Task 5. Subtotal</strong></td>
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<td><strong>TOTAL BUDGET</strong></td>
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<td>$4,480</td>
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<tr>
<th>Task Description</th>
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<th>Hours</th>
<th>Total Budget</th>
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<tbody>
<tr>
<td>Labor Hours Total</td>
<td>$20,500</td>
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<tr>
<td>Labor Dollars Total</td>
<td>$20,500</td>
<td>82</td>
<td>$1,660</td>
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<tr>
<td>PlaceWorks Percent of Total Labor</td>
<td>9.3%</td>
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### GRAND TOTAL

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<th>Task Description</th>
<th>Hourly Rate</th>
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<tr>
<td>PlaceWorks (Reimbursable Expenses)</td>
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<td>$11,066</td>
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<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td></td>
<td></td>
<td>$154,748</td>
</tr>
</tbody>
</table>