

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

Members of the Council:

SUBJECT: Community Development – Award of Consulting Services Agreement to The Planning Center for Preparation of an EIR to address the General Plan Update.

Expenditure: \$ 185,803 (includes 5% contingency of \$8,848)

RECOMMENDATION

Recommendation of the Community Development Director that the City Council award a two year Consulting Services Agreement to The Planning Center in the amount of \$176,955 plus a 5% contingency of \$8,848 to prepare an EIR for the General Plan Update.

Funding

Funding is available in FEAP 367-Zoning Code Revision.

BACKGROUND/ANALYSIS

The City is in the process of preparing a comprehensive update to its 1992 General Plan and has retained a consultant to assist staff with this update. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code §21000, an EIR will be required to address the General Plan's comprehensive update. The primary purpose of the EIR is to inform decision-makers and the public of the potential significant environmental impacts of the updated general plan and ways to mitigate or avoid those effects. As required by CEQA, impact categories to be addressed will include, but are not limited to, air quality, cultural resources, noise, geology and soils, water quality, land use and planning, population, housing, transportation/circulation, recreation, and utilities and service.

Eight (8) Requests for Proposals were sent to a list of consultants qualified to prepare an EIR for the General Plan Update. The deadline for submitting proposals was January 22, 2008. Three (3) proposals were received and the three consultants were interviewed in late January and early February 2008. The table below shows the consultants interviewed along with their proposed costs.

Firm Name	Proposed Cost
The Planning Center	\$193,995
PMC	\$269,650
Ultrasystems	\$269,128

Based on the interviews, reference checks, and the proposals, staff determined that The Planning Center was the most qualified to prepare the EIR for the General Plan Update. As a result, City staff negotiated the final scope of work with The Planning Center in the amount of \$176,955, plus a 5% contingency of \$8,848, which is the contract before your Honorable Body this evening.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

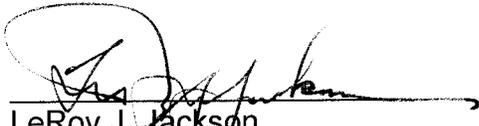
By 

Ted Semaan, Manager
General Plan and Redevelopment Division

CONCUR:



Jeffery W. Gibson
Community Development Director



LeRoy J. Jackson
City Manager

Attachments:

A. Consulting Services Agreement

X:\Planning\RCutting\GeneralPlanUpdate\CouncilItem-EIRContract

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of May 13, 2008 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and The Planning Center, a California Corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare an Environmental Impact Report (EIR) as described in the Scope of Work under Exhibit A.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for preparation of an Environmental Impact Report, RFP No. Note: the RFP is not numbered. (the “RFP”).
- 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, the CITY is willing to award the contract 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.

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 May 13, 2010.

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 the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$176,955 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly 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 such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the 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 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 the CONSULTANT, the CITY may, at the expense of the 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 the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the 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 the CITY as against the CONSULTANT or its surety then existing, or which 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 the 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 which currently, seriously, and directly affects responsibility as a public consultant or contractor; (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 the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the 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. The 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 controls, 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 shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes the 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 the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the 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 to the extent established by final arbitration or court judgment. 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, the 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 the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Ted Semaan 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 the 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:

William Halligan, Esq., V.P., Environmental Services
 Jeffrey Harlan, Esq, Senior Planner
 Jamie Thomas, Associate Planner

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will 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 CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The 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 the CITY.

10. **BUSINESS LICENSE**

The 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 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 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 the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the 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 the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the 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 project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT agrees that to the extent established by final arbitration award or court judgment, and to the extent of insurance proceeds paid for such award or judgment CONSULTANT will reimburse CITY and their representative officers, directors, agents, consultants, representatives and successors (collectively "Indemnitees") for any loss, incurred by Indemnitees to the extent arising from, any negligent act or omission of CONSULTANT and any of their respective agents, employees, consultants, contractors, or subcontractors. Notwithstanding anything herein to the contrary, in no event shall the foregoing obligation to reimburse the Indemnitees apply to any negligence or misconduct by an Indemnitee.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the 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 must maintain at its 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 contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements 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 the 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 the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond 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 the 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 an 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.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Jamie Thomas
1580 Metro Drive
Costa Mesa, CA 92626

Fax: 714.966.9221

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 the CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the 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 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 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 set forth 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 person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the 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 the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

The Planning Center
a California Corporation

Frank Scotto, Mayor

By: _____
William Halligan, Esq., Vice President,
Environmental Services

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised...: 1/30/01

EXHIBIT A
REQUEST FOR PROPOSALS

[To be attached]

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CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

Request for Proposals for Preparation of an Environmental Impact Report (EIR) to
Address a Comprehensive Update to the Torrance General Plan

PROPOSAL SUBMITTAL INFORMATION

PLACE: City Of Torrance
City Hall
Community Development Department
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 P.M.

DATE: Friday, December 28, 2007

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)

Any questions regarding this proposal should be directed to:

Jeffery W. Gibson
Community Development Director
City of Torrance
Attn: Ted Semaan, Manager
Redevelopment and General Plan Division
(310) 618-5990 FAX# (310) 618.5829
CDDGeneralPlan@torrnet.com

The Community Development Department will hold a Pre-Submittal Briefing on Thursday, November 29, 2007 from 2:30 p.m. to 4:30 p.m. in the West Annex Commission Room of City Hall (see map attached) at which time copies of the DRAFT General Plan documents, the existing 1992 General Plan, and the 1992 Plan Program EIR will be made available and staff will answer any related questions. All interested parties are strongly encouraged to attend this briefing.

During the proposal period, all questions must be posed in writing and mailed, e-mailed, or faxed by 2:00 p.m. Thursday, December 20, 2007. No verbal responses will be given. Written responses to all substantive questions will be mailed, e-mailed, or faxed to all firms that received this RFP.

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CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

**Request for Proposal for Preparation of an Environmental Impact Report (EIR) to
Address the Comprehensive Update to the Torrance General Plan**

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that proposals will be received in the Community Development Department, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Friday, December 28, 2007. The proposals should be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR PREPARATION OF AN EIR TO ADDRESS THE COMPREHENSIVE UPDATE TO THE TORRANCE GENERAL PLAN."

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for Preparation of Environmental Impact Report" and addressed to the Community Development Department, City of Torrance, 3031 Torrance CA. 90503. If the proposal is made by an individual, 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 incomplete 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.

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 Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening 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 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 Proposal (RFP) 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.

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.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this RFP will be attached to and become a part of the contract.

Standards for Evaluation of Proposals:

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City must 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, prior experience with comparable proposals, financial capabilities, delivery, and cost.

Method of Selection:

The proposals will be evaluated by a committee comprised of members of the City staff. The evaluation of the proposals may take any of the following into consideration:

- The completeness of information provided in the proposed Scope of Services.
- The qualifications of the Project Team (including sub-consultants) to perform the project services.
- The information supplied in the list of Representative Projects.
- Information obtained from the references supplied for the Representative Projects.
- The quality of the specific method to be employed by the firm, as detailed in the firm's Proposed Scope of Services.
- The project understanding demonstrated by the firm's Recommended Scope of Services and Level of Effort.
- The time of completion and manpower allocation detailed in the schedule provided by the firm.
- The Fee Proposal.

The Fee Proposal shall provide at minimum:

- The project team members required to perform each task.
- The number of hours to be expended by each Project Team member to perform each task.
- The hourly rates for all employee classifications that will be billed to this project.
- Calculated extended prices.
- A list of expected reimbursable items and a not-to-exceed budget for reimbursable items.

The evaluation of the proposals will result in a ranking of the candidates. At this point, the City may decide to interview a short list of candidates to augment the information for rankings, or the City may consider the ranking to the final ranking. Upon finalizing the candidate ranking, the City may decide to enter into fee negotiations with the number one ranked candidate. If agreement is reached on the fee structure, the City may enter into an agreement with this candidate. If agreement cannot be reached, the City may enter into fee

negotiations with the number two candidate. This procedure will be followed until an agreement equitable to both the City and the consultant can be agreed upon.

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**CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503**

**Request for Proposal for Preparation of an Environmental Impact Report
To Address the Comprehensive Update to the Torrance General Plan**

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the desired work to be performed for the General Plan update.

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 RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Copies of the Program EIR prepared for the last General Plan update done in 1992, the existing 1992 General Plan, and the new Draft General Plan documents may be picked up at the **Pre-Submittal Briefing on Thursday, November 29, 2007** in the West Annex Commission Room between 2:30 p.m. and 4:30 p.m., City Hall, 3031 Torrance Boulevard, Torrance, California. Copies may also be mailed to interested firms upon request.

General Requirements:

The City of Torrance requires that an Environmental Impact Report be prepared which meets CEQA standards. For the CEQA analysis and documentation purposes, the project will be evaluated against the No-Project Alternative as well as other Alternative scenarios. In addition to preparing the appropriate environmental documents, the consultant would be expected to prepare environmental technical reports to support the environmental document. The environmental technical reports are expected to be all-inclusive. Below are examples of the environmental categories requiring technical reports:

- Population/Land Use Planning
- Air Quality
- Water
- Transportation/Circulation
- Plant/Animal Life

The consultant is expected to develop any necessary sketches, maps and exhibits to support the various sections of the environmental document.

The consultant shall attend all required community workshops, Planning Commission meetings and City Council meetings. The consultant will be responsible for the Record of Decision once the City Council has approved the project in accordance with CEQA requirements.

Deliverables:

- Project schedule

- Documentation from all project meetings, community workshops, public hearings, Planning Commission and City Council meetings
- Draft and final technical reports
- Preliminary, draft and final environmental documents (including response to comments)

Technical Studies Prepared for the General Plan Update and Available for Use in Completing the General Plan EIR include the following:

- Noise Element Technical Report – prepared by Wieland Associates
- Safety Element Technical Background Report – prepared by Earth Consultants International
- Existing Land Use Survey and Land Use Background Report – prepared by Hogle-Ireland, Inc. Consultants
- Parks and Recreation Background Report – prepared by Hogle-Ireland, Inc. Consultants
- Citywide Traffic Study – prepared by RBF Consulting

General Plan Background:

The City of Torrance is currently working on a comprehensive update of its General Plan. The last comprehensive update was done in 1992 with the exception of the Housing Element, which was last updated and certified by the State in 2001. The existing General Plan includes all State-mandated General Plan elements – Land Use, Circulation, Conservation, Open Space, Parks and Recreation, Noise, Safety and Housing.

Hogle-Ireland, Inc. has been retained by the City to assist staff with the General Plan update. The EIR consultant will need to work closely with City staff as well as Hogle-Ireland, Inc. consultants.

Hogle-Ireland, Inc. is responsible for any required technical background studies needed for the General Plan update, with the exception of a City-wide traffic count/traffic model analysis which has been contracted out separately with RBF Consulting. RBF Consulting has provided a draft copy of the preliminary traffic study for incorporation into the general plan update. For purposes of analyzing the circulation impacts of the Draft Plan, the consultant may consider the preliminary traffic study together with the draft Circulation Element as the Draft Circulation Element to the Plan until such time the future conditions have been incorporated into the draft Element.

City Description/ Profile:

The City of Torrance encompasses 21 square miles, 12,312 acres, and is centrally located in the southwest corner of Los Angeles County in an area known as the South Bay. It is bound by the Pacific Ocean and the City of Redondo Beach along the west. Torrance was incorporated in 1921 and enjoys a pleasant year-round climate with warm temperatures, sea breezes, low humidity and an average rainfall of 12.55 inches per year. Torrance had an estimated population of 142,091 in 2006 per the U.S. Census. Torrance is the largest of the cities represented by the South Bay Cities Council of Governments (SBCCOG).

Torrance has transformed itself from a small industrial community to a retail-financial-corporate center that provides a positive climate for business. The City has become the headquarters for major employers such as Honda and Toyota. The Torrance Municipal Airport, capable of handling most corporate aircraft, provides ready access to local businesses.

Work Performed by Proposer:

The EIR consultant must identify the significant environmental impacts associated with the updated General Plan and assess the environmental impacts of alternative development scenarios, including “no project.” The City of Torrance is open to suggestions other than those listed here that would be of value in producing an EIR for the updated General Plan. The following describes the *minimum* scope of work for the proposed project:

- Work with city staff to prepare a detailed scope of work for the General Plan Update EIR, including detailed time schedules and activities, budget and contract, and, public participation plan.
- Identify growth trends for cumulative impacts analysis.
- Analyze the potential environmental impacts that may result from the implementation of the policy and programs in the updated General Plan, to include alternative land uses. Hogle-Ireland, Inc. and the City will provide the EIR Consultant an ArcMap map template for use in the EIR, as well as GIS data developed for the General Plan update technical reports. The EIR Consultant shall be responsible for development of any additional GIS data layers required for the EIR.
- Analyze the impacts on global warming pursuant to AB 32.
- Review available data/documentation provided by city staff relating to the general plan update work.
- Attend and participate at approximately 3 public hearings conducted by the Planning Commission and 2 public hearings before the City Council to present the conclusions of the EIR and answer questions from the public and City officials. Provide documentation for all public hearings attended.
- Prepare and file notices -- Notice of Completion, Notice of Availability of Draft EIR, and Notice of Determination.
- Prepare and submit preliminary screen draft, draft and final environmental documents, including response to comments, in accordance with CEQA and City EIR Guidelines
- Prepare and submit 50 bound copies of the DRAFT EIR document upon approval of a screen draft by city staff, along with one electronic copy and one hard copy not bound in an agreed upon Microsoft Word format. We will also need an internet ready copy in PDF format (including text, maps & graphics – each element should be saved separately). Map deliverables will include ESRI ArcGIS 9 map layout files and all applicable GIS data layers in a format and coordinate system compatible with the City's GIS.
- Prepare and submit 100 bound copies of the FINAL EIR along with one electronic copy and one hard copy not bound in an agreed upon Microsoft Word format. We will also need an internet ready copy in PDF format (including text, maps & graphics – each element should be saved separately). Map deliverables will include ESRI ArcGIS 9 map layout files and all applicable GIS data layers in a format and coordinate system compatible with the City's GIS.
- All environmental documents prepared for the General Plan update will become the property of the City of Torrance.

Proposal Submittals:

Each proposal must contain:

1. Cover Letter – all proposals must be accompanied by a cover letter, signed by the individual authorized to bind the proposing entity.
2. Identification of the Proposer – include name, address, and telephone number of the individual firm, and relevant persons.
3. Qualifications, Experience, and Technical Competence of Individuals Performing Work – provide the experience of both the firm and key staff members in successfully completing similar general plan updates. Identify the individuals who will be working on this project, according to their roles and responsibilities and including the time allocated for their services. Provide related past and present experience, including

individual projects and the names of references relative to these projects. Include resumes and identify the project manager.

4. List of the names, addresses and telephone numbers of any additional firms you intend to use - state the names and qualifications of all persons to be assigned to the project. Identify the roles and responsibilities each team member will have. Identify the key personnel who will be assigned to this project and a description of their responsibilities. Also, list recent projects on which principal staff have worked and describe their responsibilities.
5. Project Overview and Approach to Accomplish Work – provide detailed description of the proposed approach for undertaking and completing the proposed project. Include any steps/tasks not included under “Scope of Work” that may affect the quality of the project if omitted.
6. Budget – provide a detailed fee schedule broken down by objective, function, consultant, work phases. Indicate hourly rates of individuals involved and the fee structure for additional work outside of the contract. This information should be written so that it may be incorporated, as modified during the contract negotiation meetings, as an attachment to the consultant agreement.
7. Schedule Time Line – provide the time schedule proposed for this project along with estimated completion date.
8. References – provide a minimum of three (3) references for similar work, including the name of a contact person, address and phone number, along with brief description of the work performed.

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CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

**Request for Proposal for Preparation of an Environmental Impact Report (EIR) to
Address the Comprehensive Update to the Torrance General Plan**

SECTION III PROPOSAL

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

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been 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

Name

Title

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No _____

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? _____ days/weeks

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency	Address	Person to contact/Telephone No.

Costs: \$ _____

Additional costs (please specify) \$ _____

Grand Total \$ _____

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
RFP for preparation of an EIR to address the City's comprehensive update to its General Plan	

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:

X:\Planning\RCutting\General Plan Update\RFP for EIR\GPUUpdateRFP1-19-06; 1/23/06.10/3/07.11/14/07doc

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ 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 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 materialman, 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)

EXHIBIT B

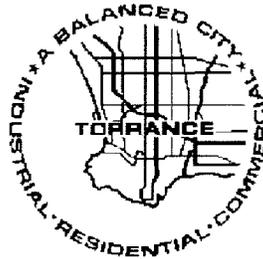
PROPOSAL

[To be attached]

REVISED: 4/7/08

Statement of Qualifications

City of Torrance



Environmental Impact Report for the Comprehensive General Plan Update

submitted by:



COSTA MESA

1580 Metro Drive | Costa Mesa, CA 92626 | 714.966.9220

Contact: Brian Judd

Vice President, Community Planning & Design

E-mail: bjudd@planningcenter.com

INLAND EMPIRE

2131 S. Grove Ave., Suite A
Ontario, CA 91761
909.930.1380

LOS ANGELES

9841 Airport Blvd., Suite 1010
Los Angeles, CA 90045
310.670.9221

COACHELLA VALLEY

69930 Hwy. 111, Suite 105
Rancho Mirage, CA 92270
760.324.4995

UTAH

147 Election Rd., Suite 200
Draper, UT 84020
801.456.3883



*Governmental Services
Planning & Urban Design
Environmental Studies
School Facilities Planning*

April 7, 2008

Jeffery Gibson
Community Development Director
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

1580 Metro Drive

Costa Mesa, CA 92626

Phone: 714.966.9220

Fax: 714.966.9221

costamesa@planningcenter.com

Subject: Revised Proposal for the Preparation of an Environmental Impact Report (EIR) to address a Comprehensive Update to the City of Torrance General Plan

Dear Mr. Gibson:

Thank you for the opportunity to propose our services to prepare the environmental documentation for the Torrance General Plan Update. We understand your objective for timely and defensible environmental documentation pursuant to the California Environmental Quality Act (CEQA) for this project.

Key staff and resources are proposed for this project. Jamie Thomas, Associate Planner, will serve as project manager and have primary responsibility for project management, staff liaison, and consultant coordination. Jamie has supervised numerous environmental assessments and various planning projects throughout Southern California, including the City of Palm Springs General Plan EIR, Kaiser Permanente Orange County Anaheim Medical Center EIR, and the Shady Creek Medical Center EIR for Irvine.

This proposal includes our revised scope of services, estimated costs, and preliminary schedule for preparation and processing of an EIR to provide CEQA clearance for the project.

We look forward to working with the City of Torrance to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to call me at 714.966.9220.

Respectfully submitted,

THE PLANNING CENTER

William Halligan, Esq.
Vice President, Environmental Services

Attachment

Contents

- 4. PROJECT OVERVIEW AND APPROACH 4-1
 - 4.1 Project Understanding 4-1
 - 4.2 Environmental Impact Report 4-1
 - 4.3 Meetings 4-13
- 5. PROJECT SCHEDULE & BUDGET 5-1
- 6. REFERENCES 6-1
- 7. PROPOSED CHANGES TO CONTRACT 7-1
- 8. CITY DEPARTMENTS/CITY ATTORNEY/CONSULTING SERVICES AGREEMENT-
RFP 8-1

APPENDIX. KEY STAFF RESUMES

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Section 4.

Project Overview and Approach

City of Torrance - EIR for the General Plan Update



4. Project Overview and Approach

4.1 Project Understanding

The City of Torrance is currently in the process of updating their 1992 General Plan. The General Plan has served the City well; however, similar to much of southern California, the City has experienced significant growth and change in the interim. The current General Plan Update will serve to allow the City leaders, residents, and businesses to understand where Torrance has been and where they want it to go. The Environmental Impact Report for the General Plan Update will serve to analyze the impacts of the General Plan Update and disclose this information to the public.

4.2 Environmental Impact Report

As the lead consultant, The Planning Center will ensure that the environmental review process and the EIR satisfy the statutes and guidelines of CEQA, and the City of Torrance CEQA Procedures. We will represent the Consultant team in public meetings and project progress meetings as requested by the City. In our view, the appropriate CEQA document for the General Plan Update would be the Program EIR. The Program EIR would cover broad, cumulative issues, so that future CEQA reviews of specific development projects could be limited to site-specific issues. Our approach to the EIR will be to use data from the previous General Plan EIR wherever possible, and to update the information as necessary.

Task 4.1 Public Scoping Meeting

The Planning Center will assist the City in organizing and conducting one public scoping meeting to present the main characteristics of the CEQA process and to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. Premeeting assistance will include preparation of agendas and supporting informational materials for City staff review. At the public scoping meeting, we will be prepared to discuss the environmental review in connection to the General Plan Update process, and respond to specific questions, as desired by the City.

It is recommended that the scoping meeting be held as soon as possible following the release of the Notice of Preparation (NOP). Following the scoping meeting, a written summary will be prepared and provided to the City in an electronic format, suitable for posting on the City's Web site.

Task 4.2 Initial Study and Notice of Preparation

Brief, written responses will be prepared for all items included on the City's standard Initial Study checklist. Each response will explain the basis for the assessment of No Impact, Less Than Significant Impact, or Potentially Significant Impact and will clearly indicate why a particular issue would not result in a significant impact and does not require further evaluation, as well as those issues that require further analysis in an EIR to fully determine the extent and significance of potential impacts and to identify mitigation measures that could avoid or reduce such impacts to a less than significant level. Given the City's decision to prepare an EIR, it is assumed for the purpose of this proposal that checklist responses will consist mainly of short statements that lead to further analysis to be prepared within the EIR. A complete list of references used to prepare the Initial Study will be provided. A summary of the comments received at the public scoping meeting will be included in the EIR as an attachment, to bring community input directly into this official environmental document.

A NOP will be prepared, using the City's standard form. A copy of the Initial Study will be attached to provide an immediate explanation of the preliminary scope of issues to be included in the EIR. After City approval of the NOP, The Planning Center will copy and distribute the NOP to state and local agencies and other special interest groups or individuals identified by the City. A brief cover letter will be prepared to explain the purpose and content of the NOP and to clearly identify the time period, contact person, and address established for submitting responses.

Task 4.3 Screencheck Draft EIR

General Information

- ▶ **Introduction.** This section is intended as a convenience to the reader who is not familiar with CEQA, EIRs, or the environmental review process. The purpose and standards of adequacy for an EIR will be defined. A discussion of the environmental review process for this project will be presented. Characteristics of a Program EIR and the reasons for preparing a Program EIR for this project will be described.
- ▶ **Summary.** This section will consist of a concise summary of the information presented in the main body of the EIR. This will include (a) a brief project description; (b) a tabular summary of findings regarding project and cumulative impacts, mitigation measures, and any unavoidable significant impacts; (c) a summary of discretionary approvals required for the project; (d) a brief description of the alternatives considered, noting

which one was considered the environmentally superior alternative; and (e) areas of controversy and issues to be resolved.

- ▶ **Project Description.** The project characteristics associated with the proposed General Plan Update will be described, along with a statement of project objectives as determined by the City of Torrance. Specific characteristics of the project will be defined, including proposed General Plan changes and identification of specific opportunity areas within the City. Required discretionary approvals and anticipated uses of the EIR will be identified. Illustrations will include regional and site location maps, conceptual land use, circulation, and infrastructure plans, and proposed opportunity areas.
- ▶ **Environmental Setting.** A general description of the regional and local setting will be provided to establish the environmental and planning context. In addition to physical characteristics, relevant regional and local planning programs will be discussed to establish whether this project is consistent or inconsistent with applicable planning policies and programs. More detailed descriptions of existing conditions and pertinent policies will be provided, where appropriate, as part of the discussions under each of the specific impact topics in the main body of the EIR. Existing and proposed land uses will be identified on a vicinity map. Based on information readily available from the City of Torrance and County of Los Angeles, development trends occurring in this general area will be described, and any other major development projects planned or proposed in the vicinity will be highlighted. Planned, pending and approved/not-built projects throughout Torrance will be listed and total development by land use category will be quantified.

Discussion of Existing Conditions, Environmental Impacts and Mitigation Measures

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, (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures and General Plan policies, and (g) discuss cumulative impacts of the project. A discussion of cumulative impacts will be presented for each of the impact topics. These discussions will be concise, quantified where appropriate, and will evaluate cumulative impacts within an appropriate context for each issue.

The EIR 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. Mitigation measures that are practical and feasible will

be formulated to relate directly to the primary and secondary effects identified in the impact sections of the document.

Since EIR scoping is yet to be completed, and this project is expected to be of great interest to the community, it is assumed at this time that all topics contained in the Initial Study Checklist will be included in the Program EIR for the General Plan Update. The EIR will address the following impact categories:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services and Utilities
- Recreation
- Transportation/Circulation
- Utilities and Service Systems

It is anticipated that The Planning Center will use information from studies completed for the General Plan Update, including, but not limited to, a noise technical report, parks and recreation report, traffic study, and safety study. Additional studies will be prepared for the following topics, to supplement information already gathered for the completion of the General Plan Update.

Air Quality (The Planning Center)

In today's environment, the importance of air quality is growing with our increased understanding of its deleterious long-term health effects. The regulatory framework for air quality planning is also becoming increasingly stringent, with recent passage of Assembly Bill 32 (AB 32) regulating greenhouse gas (GHG) emissions associated with global climate change.

The General Plan EIR will address many issues affecting air quality, including regional and localized air pollutant emissions from land use changes or intensification (construction and operation) and the City's contribution to global climate change. To assist in this effort, the South Coast Air Quality Management District (SCAQMD) has published a guidance document for addressing air quality issues in general plans. Our proposed scope of work includes:

- ▶ **Identification of Baseline Environmental Conditions.** A summary of the existing setting that provides:
 - An overview of local meteorological conditions;
 - A description of pollutants of concern (including GHG emissions) and their effects on the environment;
 - Existing air quality conditions in the South Coast Air Basin (SoCAB);
 - The status of the most current Air Quality Management Plan; and
 - An existing (baseline) emissions budget for the City of Torrance using the URBEMIS2007 computer model to project the daily volume of air

pollutant emissions generated within the City by vehicle and stationary sources.

Because mobile-source emissions calculated by the URBEMIS2007 computer model are based on trip rates for existing land uses, in order to be consistent with the General Plan buildout trip generation, and to provide an apples-to-apples comparative analysis to determine the City's cumulative contribution to global climate change impacts in California, the Citywide Traffic Study will need to include trip rates and trip generation for the existing baseline environmental conditions, existing General Plan conditions, and proposed General Plan conditions in order.

- ▶ **Projected Air Pollutant Emissions At General Plan Buildout.** Because the General Plan is programmatic in nature, the air quality analysis will include only a qualitative discussion for potential impacts associated with construction activities from buildout of the General Plan. The operational air pollutant emissions at General Plan buildout will be quantified using the URBEMIS2007 computer model to project the future daily volume of air pollutant emissions generated within the City by vehicle and stationary sources. The analysis will draw heavily on the traffic analysis and projected trip rates associated with any proposed land use changes from existing conditions in the Citywide Traffic Study prepared by RBF Consulting. The analysis of air pollutant emissions associated with the General Plan update will follow the SCAQMD's *CEQA Air Quality Handbook*. The quantification of air pollutant emissions generated by the project will be compared to the SCAQMD regional thresholds of significance.
- ▶ **Localized Air Pollutant Emissions.** Previously the SCAQMD required that carbon monoxide be evaluated to determine whether project-related mobile-source emissions would result in or contribute to substantial concentrations of CO at local intersections. However, as of June 11, 2007, the SoCAB has been designated as attainment under the federal ambient air quality standards (AAQS). Consequently, localized air pollutant emissions modeling for this air pollutant may no longer be required. However, the SCAQMD recently released the Multiple Air Toxics Exposure Study (MATES) III in January of this year, which attributes the majority of health risk (83.6%) in the basin to substantial concentrations of diesel particulate matter. Due to the increasing focus on health risk from this air pollutant, the analysis on localized air pollutant emissions will be tailored to determine the contribution to air quality impacts in this regard using CALINE4 computer model and methodology originally developed for CO modeling.
- ▶ **Air Quality and Land Use Compatibility.** An assessment of the compatibility of proposed development will be assessed in relation to California Air Resource Board's (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective* will be provided. This handbook contains specific recommendations for siting new sensitive land uses away from

freeways and high-traffic roads, distribution centers, rail yards, and small facility operators such as dry cleaners and gas stations.

- ▶ **Cumulative Contribution to Global Climate Change.** With passage of AB32, the role of cities in addressing the impacts of global climate change has strengthened. As a reduction of mobile and stationary sources can be achieved through efficient land use planning and design, the EIR will include a discussion of policies that have been incorporated into the EIR that have the potential to reduce both mobile-and stationary-source emissions within the City. In addition, the EIR will quantify project-related Carbon Dioxide (CO₂) emissions using the URBEMIS2007 computer model. The model includes project-related CO₂ emissions, the primary GHG, from mobile sources and from on-site stationary sources. However, the URBEMIS2007 computer model does not quantify emissions from GHG from energy use because electricity is produced off-site. Consequently, the Air Quality Analysis will also quantify GHG emissions from citywide energy use at General Plan buildout based on an estimate of energy demand using energy use factors and GHG emission rates available from the US Department of Energy.

Biological Resources

The Planning Center will utilize information gathered by Hogle-Ireland for the Community Resource Element of the General Plan Update, in addition to a search of the California Natural Diversity Database (CNDDDB) database to complete the biological resources chapter of the EIR.

Cultural Resources (Mc Kenna et.al.)

Mc Kenna et al. will provide a Cultural Resources overview for the General Plan Update EIR. Mc Kenna et al. has completed similar projects for other cities, including Redondo Beach and La Canada Flintridge, in the past few years, and has a good understanding as to the data requirements for a General Plan Update EIR. The Cultural Resources overview would include an archaeological records check, Native American consultation, paleontological overview, historic background research, field survey, and a final report.

Noise (Third-Party Review)

The Noise section of the EIR will focus on the effects of noise on the local population and land use compatibility. The Planning Center will review the Noise Element Technical Report prepared by Wieland for technical adequacy to ensure all required CEQA Appendix G thresholds have been addressed. The Planning Center will then incorporate the findings of the report into the Noise section of the EIR. It is assumed that the Noise Element Technical Report will include the following information to prepare the EIR.

- Identification of noise and vibration standards.
- Identification of existing noise sources (major stationary sources, Torrance Airport, major roadways, and railroads)

- Identification of existing sources of vibration (construction, railroads, etc.)
- Identification of existing noise-sensitive land uses.
- Identify the existing ambient noise levels from roadway traffic, railroad traffic (Harbor Subdivision Line), and the Torrance Airport.
- Evaluation of impacts from future sources of noise and vibration on noise and vibration sensitive land uses based on the change from existing baseline conditions as a result of General Plan implementation.

Traffic and Transportation (RBF Consulting)

The following scope of work has been presented by RBF Consulting to address traffic impacts for the EIR. This scope of work has been prepared based on preliminary discussion with City of Torrance Public Works and Community Development staff.

▶ Study Conditions

The analysis will analyze and document traffic conditions for the following analysis scenarios:

- Existing Conditions; and
- Forecast Existing Plus Proposed General Plan Update Conditions.

▶ Study Area

As part of the analysis, RBF will analyze 114 study intersections during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday (Tuesday, Wednesday, or Thursday) using intersection traffic count data collected Spring 2005 by RBF for the *Citywide Traffic Analysis* currently under preparation. The 114 intersections are identified based on the City of Torrance General Plan Transportation Plan Streets and Highways graphic assuming analysis of signalized intersections where a Collector or above crosses a Collector or above.

This scope of work does not assume field collection of any existing traffic counts inside or outside of the City of Torrance. If traffic counts are required, the counts could be accommodated for a fee in addition to the fee associated with this scope of work.

▶ City Traffic Model Update

This scope of work does not assume the 2005 existing traffic volumes at the 114 signalized study intersections will be adjusted to 2008, nor does this scope of work assume the addition of any additional cumulative traffic input the revised analysis model.

▶ Forecast Proposed General Plan Update Traffic Volumes

The traffic study will determine forecast proposed General Plan update conditions traffic volumes by adding to existing conditions the trip generation/distribution/assignment associated with the following components identified by City staff:

- Underutilized parcels;
- Vacant parcels; and
- Parcels where land use is changing classification or intensity due to General Plan Update.

It should be noted the forecast proposed General Plan update conditions traffic volumes will not assume SCAG cumulative traffic forecasts, and will not include an annual growth rate per year. The goal behind the derivation of traffic volumes as identified above is to add traffic associated with land uses that can be constructed consistent with General Plan update land use designations.

▶ Trip Generation

The study will identify the number of daily and peak hour trips forecast to be generated by the underutilized/vacant/changed parcels, using trip generation rates contained in Trip Generation (*Institute of Transportation Engineers, 7th Edition, 2003*) or other source as directed by City staff.

▶ Trip Assignment

The traffic study will provide a forecast distribution of underutilized/vacant/changed parcels generated trips utilizing the traffic analysis zone land use data provided by the City.

▶ Level of Service

The analysis will assess the forecast traffic conditions of the proposed project during the a.m. peak hour and p.m. peak hour at the 114 signalized study intersections. The analysis will document the existing operation of the study intersections, as well as forecast operation of the study intersections for existing plus proposed General Plan update conditions, using both the *Highway Capacity Manual (HCM) 2000* analysis methodology and the *Intersection Capacity Utilization (ICU)* analysis methodology. Both the HCM and ICU methodologies will be included since the City utilizes both methodologies.

▶ Recommended Improvements

RBF will recommend improvements at the City of Torrance study intersections forecast to operate at a deficient LOS (LOS E or F) for forecast existing plus proposed General Plan update conditions to achieve acceptable LOS (LOS D or better) based on the HCM methodology analysis, not the ICU methodology analysis. The analysis will also

document forecast operating conditions after application of recommended improvements.

► State Highway Analysis

This scope of work does not assume preparation of a State Highway analysis in accordance with the *Caltrans Guide for the Preparation of Traffic Impact Studies* (State of California Department of Transportation, December 2002).

► Los Angeles County Congestion Management Program Analysis

This scope of work does not assume preparation of a Los Angeles County Congestion Management Program (CMP) in accordance with the *Congestion Management Program (CMP) for Los Angeles County* (Metropolitan Transportation Authority, Adopted June 2002).

► Traffic Response to Comments

RBF will prepare one set of written responses to traffic-related comments received on the environmental document during the public review period for inclusion in the final environmental document. This scope of work assumes up to twenty-five (25) hours are adequate to prepare the written responses; if additional hours are required, the hours can be accommodated for a fee in addition to the fee associated with this scope of work. This scope of work does not assume RBF will prepare the traffic section of the environmental document.

► Meetings

RBF will attend four (4) meetings with City staff as directed by the client. This scope of work does not assume attendance at public meetings/public hearings. Attendance at public meetings/public hearings can be accommodated for a fee in addition to the fee associated with this scope of work.

Alternatives to the Proposed Project

In compliance with Section 15126(d) of the State CEQA Guidelines, a qualitative discussion of various alternatives to the proposed project will be presented. The Planning Center will consult with City staff for assistance in defining the alternatives to be analyzed in the EIR. 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. The rationale for selecting each alternative will be explained, along with the principal features and environmental effects of each one. If any alternatives were considered during the project scoping process but rejected, reasons for rejecting those alternatives will be provided.

Analyses of three alternatives in addition to the "No-Project/Existing General Plan" Alternative are included in the cost estimate for the EIR. Potential alternatives scenarios will be more specifically defined as the project progresses. Impacts associated with each alternative will be compared to proposed project impacts for each of the environmental impact categories included in the preceding sections of the EIR. The environmentally superior alternative will be identified; if it is the No-Project/Existing General Plan Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

CEQA-Mandated Sections

In addition to the topical issues discussed above, the following sections will be prepared as mandated by CEQA:

- ▶ Environmental effects found not to be significant during the Initial Study Scoping process.
- ▶ Adverse environmental impacts that cannot be avoided if the project is implemented. This section will summarize those adverse project impacts that cannot be mitigated to a level of less than significant.
- ▶ Any irreversible environmental changes that would occur if the proposed project is implemented.
- ▶ Growth-Inducing Impacts. This discussion will identify ways in which the project could foster population or employment growth in this area, either directly or indirectly.

Submittal and Review of Screencheck EIR

Twenty-five copies of a complete Screencheck EIR will be submitted to City staff for review and comment. Our proposed schedule and budget assume that two Screencheck documents will be prepared for review and comment.

Task 4.4 Draft EIR

It is presumed that all City comments concerning the Screencheck EIR will be transmitted in writing to The Planning Center at the same time. The Planning Center will meet with City staff to discuss and resolve any major areas of concern or to clarify areas of misunderstanding, etc. Follow-up with City departments or other agencies will be conducted as necessary to respond to City staff comments. The Planning Center will print and distribute 50 hard copies of the Draft EIR to the local, state, and federal agencies, as well as other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. One electronic copy, one PDF version, and one unbound hard copy will also be provided to the City. If additional copies are necessary, they will be billed on a time-and-materials basis.

The Planning Center will prepare the Notice of Completion (NOC) for City approval and signature and will transmit the NOC to the State Clearinghouse.

TPC will also prepare the Notice of Availability (NOA) for City approval and provide a copy with all copies of the Draft EIR.

Task 4.5 Response to Comments

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, which will contain an introduction describing the public review process concerning the Draft EIR, copies of all comment letters and minutes from public meetings 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 unless deemed necessary by the City. Responses will be prepared by The Planning Center with input from our technical specialists, as needed.

The budget for the Final EIR assumes that 80 hours will be required for preparation of the Response to comments. The estimated budget assumes that no additional basic research will be required to respond to comments, that the comments will be directed at the substance and technical adequacy of the EIR, and that the comments will be compiled by the City and transmitted in writing to the consultant. 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. Responses to Comments by responsible agencies will be provided to those agencies, as well as to any other commentors identified by the City, a minimum of 10 days prior to consideration of the Final EIR by the City Council.

Task 4.6 Mitigation and Monitoring Program

A Mitigation Monitoring Program (MMP) will be prepared, pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format, and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be implemented, the entity responsible for implementation, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. A draft MMP can be prepared for consideration by the Planning Commission, if desired, so that any comments they may have concerning the MMP can be incorporated into the Final EIR that is prepared for City Council certification.

Task 4.7 Statement of Overriding Considerations and Facts & Findings

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR identifies one or more significant effects unless the public agency prepares findings for each significant effect. As requested by the City, The Planning Center will prepare findings and facts in

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support of findings for each of the significant impacts identified by the EIR, and a determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures. These facts and findings will be incorporated into the resolution to be prepared by City staff. Additionally, Section 15093 requires that when an agency approves a project that will have significant adverse unavoidable environmental effects, the agency must make a statement of its views on the ultimate balancing of the merits of approving the project despite the environmental damage. The Planning Center will prepare the Statement of Overriding Considerations for any unavoidable significant impacts that may be identified by the Final EIR.

Task 4.8 Final EIR

The Final EIR will be prepared in accordance with CEQA Section 15089 and will contain the final response to comments, the Mitigation Monitoring Program, the Facts and Findings, and a Statement of Overriding Considerations, if applicable to the project. The Final EIR must reflect the lead agency's independent judgment and analysis and is presented to the City Council for consideration and approval. If the project is approved by the Lead Agency, a Notice of Determination (NOD) is filed within five working days. The Planning Center will be responsible for filing the NOD with the County Clerk, as well as the Office of Planning and Research if the project requires discretionary approval from a state agency. The City will be responsible for all standard filing fees, including California Department of Fish and Game mitigation fees. The CDFG mitigation fee and county filing fees are included in this proposal.

4.3 Meetings

Task 5.1 City Council and Planning Commission Meetings and Hearings

During the final two months of the project, we anticipate three Planning Commission and two City Council hearings, concluding in adoption of the General Plan and certification of the Final EIR. The Project Director and the Project Manager will attend these meetings to answer any questions regarding the CEQA process, the EIR findings, etc. A summary of these meetings can be provided to the City.

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Section 5.

Project Schedule & Budget

City of Torrance - ERF for the General Plan Update



5. Project Schedule & Budget

The Planning Center Team's proposed project schedule and budget appear on the following pages. Hourly rates for The Planning Center staff are also included below.

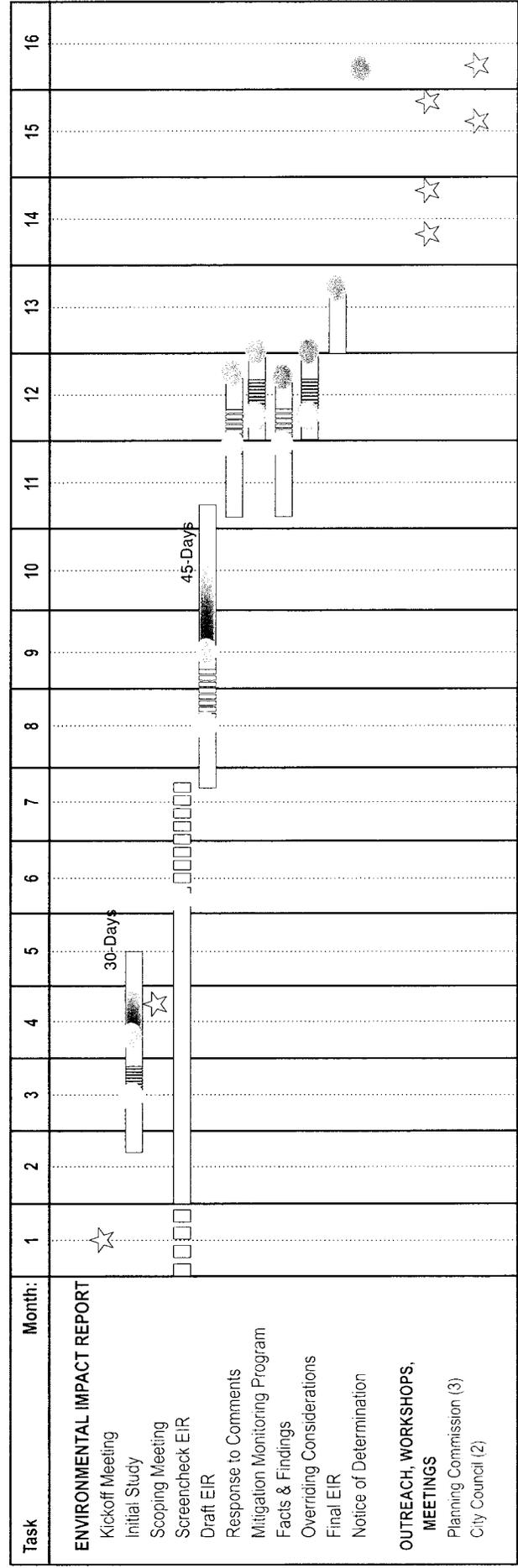
The Planning Center 2008 Standard Fee Schedule	
Staff Level	Hourly Rate
Principal	\$200-\$250
Director/Team Leader	\$150-\$200
Sr. Planner/Scientist/Designer II	\$130-\$200
Sr. Planner/Scientist/Designer I	\$110-\$150
Associate Planner/Scientist/Designer II	\$100-\$125
Associate Planner/Scientist/Designer I	\$90-\$105
Assistant Planner/Scientist/Designer II	\$75-\$95
Assistant Planner/Scientist/Designer I	\$60-\$75
GIS/CAD Operator II	\$95-\$130
GIS/CAD Operator I	\$85-\$100
Graphic Artist II	\$75-\$125
Graphic Artist I	\$65-\$85
Planning Technician/Intern	\$55-\$75
Technical Editor	\$90-\$95
Word Processing	\$70-\$80
Clerical/Adminstration	\$55-\$95
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate
Other direct costs are billed at cost plus 12.5%.	
Mileage reimbursement rate is the standard IRS-approved rate.	

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Proposal to the City of Torrance EIR for the Comprehensive General Plan Update



☆ = Meeting ☆ = Draft Product ☆ = Final Product ☆ = Product Review ☆ = Production
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City of Torrance
General Plan EIR
PROPOSED BUDGET

Description	\$225 Dir-in- Chg. Bill Halligan	\$110 Proj. Mgr. Jamie Thomas	\$165 Air/Noise Tin Cheung	\$140 Biology Phil Brylski	\$110 Air/Noise Nicole Krause	\$85 Env. Plnr. Michael Milroy	\$90 Technical editing Gina Froelich	\$75 Word Processing Laura Munoz	\$80 Graphics Cary Nakama	Total Hours	TOTAL BUDGET
LABOR											
Scoping Meeting (1)	8	20							2	30	\$4,160
Initial Study and NOP	8	16				32	4	4	4	68	\$7,260
Screencheck Draft EIR	36	160	32	8	52	258	40	40	36	662	\$69,230
Draft EIR/NOC	8	24	8		8	22	16	24	4	114	\$12,070
Responses to Comments		28	6		8	28	4		2	76	\$7,850
Final EIR	8	8			5	20	8	16		65	\$6,850
Statement of Overriding Considerations/Facts & Findings/MMP	2	8				28				38	\$3,710
Final Notices		8								8	\$880
Public Hearings (5)	28	28								56	\$9,380
Project Management	16	36								52	\$7,560
Total hours	114	336	46	8	73	388	72	84	48	1169	\$128,950
Total cost	\$25,650	\$36,960	\$7,590	\$1,120	\$8,030	\$32,980	\$6,480	\$6,300	\$3,840		
Percentage of Participation	10%	29%	4%	1%	6%	33%	6%	7%	4%		
SUBCONSULTANTS (including 6% markup)											
RBF (Traffic)											\$25,660
McKenna et. al.(Cultural Resources)											\$9,795
REIMBURSABLES											
25 copies of Screencheck EIR ¹											\$1,650
15 Ex. Summaries & CD's to SCH											\$500
50 copies of DEIR ²											\$2,400
100 copies of FEIR ³											\$1,900
Postage/Deliveries											\$2,100
NOD Filing Fees (CDFG and County Fees)											\$2,800
Mileage/Postage/Misc											\$1,200
Reimbursables Total											\$12,550
EIR TOTAL											\$176,955
¹ 10 hard copies (** Est. cost per hard copy = \$150) 15 CD's (\$10 each) ² 10 hard copies (**Est. cost per hard copy = \$200) 40 CD's (\$10 each) ³ 10 hard copies (** Est. cost per hard copy = \$100) 90 CD's (\$10 each) Notes: If comments received are greater than anticipated, additional hours may be necessary. If additional meetings are necessary, they will be billed as time and materials.											

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Section 6.

References

City of Torrance, City of the General Plan Update

6. References

- 1) Ms. Sheri Vander Dussen, Planning Director
City of Anaheim
714.765.5010

The Planning Center has completed more than 40 environmental projects for the City of Anaheim, including:

- General Plan and Zoning Code Update EIR (\$220,000; project started 03/2001; completed on time in 2004)
- The Platinum Triangle Subsequent EIR (\$168,000; project started 09/2004; completed on time in 2005)
- A-Town Metro EIR Addendum (\$32,000, project started 01/2007, completed on time 09/2007)

- 2) Mr. Barry Curtis, Senior Planner
City of Irvine
949.724.6354

The Planning Center has completed nearly 30 environmental projects for the City of Irvine, including:

- Planning Areas 18 & 39 Program EIR (\$182,448; project started 06/2005; completed on time 09/2006)
- Orange County Great Park EIR Addendum (\$35,000; project started 11/2005; completed on time 11/2006)

- 3) Mr. Michael Kissell, Planning Director
City of Industry
626.333.2211

The Planning Center has completed over 500 environmental projects for the City of Industry, including:

- Industry Business Center EIR (\$300,000; project started 11/2002; completed on time in 2004)
- Puente Hills Intermodal Facility EIR (\$300,000; project started 01/2005; estimated completion in 2007)

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