COUNCIL MEETING OF
January 13, 2009

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

Members of the Council:

SUBJECT: Community Development – Amendment to Consulting Services Agreement C2008-051 with Gruen Associates to prepare an Environmental Impact Report for property located at 2740 Lomita Boulevard.

Expenditure: None

EAS07-00003, CUP07-00016, TTM067341: Rock-Lomita LLC

RECOMMENDATION

Recommendation of the Community Development Director that City Council:

- Approve an Amendment (Attachment A) to Consulting Services Agreement C2008-051 with Gruen Associates to extend the term until January 31, 2010, to complete the Environmental Impact Report currently under progress;

- Authorize the Mayor and the City Clerk to execute and attest to said Amendment.

Funding: Not applicable

BACKGROUND

On February 26, 2008, the City Council adopted a Resolution approving a consulting services agreement with Gruen Associates for the purposes of preparing an Environmental Impact Report for Rock-Lomita LLC Business Park development of vacant property located at 2740 Lomita Boulevard. On April 15, 2008, the City Council approved language amendments which were approved by both the City Attorney and the Risk Management offices. The date to which the consulting services agreement would remain effective is currently January 31, 2009. Additional analysis has resulted in the need for additional time to complete the Environmental Impact Report.

The Community Development Director recommends that the existing consulting services agreement be amended to extend until January 31, 2010.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By _____
Gregg D. Lodan, AICP
Planning Manager

CONCUR:

_____
JEFFERY W. GIBSON
Community Development Director

NOTED:

_____
LeROY J. JACKSON
City Manager

Attachments:

A. Amendment to Agreement
B. Consulting Services Agreement C2008-051
C. April 15, 2008 City Council Agenda Item

ATTACHMENT A

AMENDMENT TO AGREEMENT (C2008-051)

This Amendment to Agreement is made and entered into as of _____, by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Gruen Associates, a California Partnership of Corporations ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into an Agreement as of February 26, 2008, whereby CONSULTANT agreed to prepare an Environmental Impact Report for the development of a business park on property located at 2740 Lomita Blvd.

B. The Agreement was for an eleven-month Term.

C. The CITY is satisfied with the level of service provided by CONSULTANT and wishes to extend the Agreement for an additional year.

AGREEMENT:

1. Paragraph 2, entitled "**TERM**" is amended to read in its entirety as follows:

   "**2. TERM**
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect through January 31, 2010.

2. In all other respects, the Agreement entered into as of February 26, 2008, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

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

By: _____
Heather K. Whitham
Deputy City Attorney

Gruen Associates,
a California Partnership of Corporations

By: _____

Attachment B

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of February 26, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GRUEN ASSOCIATES, a California Partnership of Corporations ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare an Environmental Impact Report for the development of a business park on property located at 2740 Lomita Blvd.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. 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 January 31, 2009.

3. **COMPENSATION**
A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with 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 $168,480.00 ("Agreement Sum"), unless otherwise first approved in writing by 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 the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due 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.

C2008-051

COPY

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 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 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 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 shall be excused for a period equal to the period of such 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 negligent acts or omissions or willful misconduct 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**

Gregg D. Lodan, AICP, 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:

Elaine V. Carbrey, AIA, AICP
Associate Partner
or
Ki Suh Park, FAIA, FAICP, Hon. FKIA
Design and Managing Partner

9. **INDEPENDENT CONTRACTOR**
The 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 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 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 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 the CONSULTANT's time pertaining to the project, and records of accounts between 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 CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
Consultant agrees to indemnify, defend and hold harmless the City, its City Council, its agents, officers, employees and insurers from and against any and all suits, costs, expenses, claims, actions, demands, losses and liabilities, including without limitation reasonable attorney's fees and costs, to the extent arising out of or in connection with negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of services described in this Agreement. This indemnity shall not apply in the event of the sole negligence or willful misconduct of City. The foregoing shall include an indemnity for property damage and for injury to or death of any person including agency, employees, or representative of City or Consultant. In the event that an action or proceeding is filed against the City in connection with any such claim, Consultant shall defend any action or proceeding and shall pay all costs and expenses including attorney's fees incurred in connection therewith.

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 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 AND SURETIES

Insurance or bonds 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 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.

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

CONSULTANT:	Elaine V. Carbrey, AIA, AICP Gruen Associates 6300 San Vincente Blvd., Ste 200 Los Angeles, CA 90048 Fax: (323) 937-6001
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 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 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 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

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By:

GRUEN ASSOCIATES
a California Partnership of Corporations

By:
Ki Suh Park, FAIA, FAICP, Hon. FKIA
Design and Managing Partner

Attachments: Exhibit A Proposal

Revised: 1/30/01

EXHIBIT A

PROPOSAL

GRUEN ASSOCIATES
ARCHITECTURE · PLANNING · INTERIORS

KI SUH PARK, FAIA, FAICP, Hon.FKIA
KURT FRANZEN, AIA
MICHAEL A. ENOMOTO, AIA
LARRY SCHLOSSBERG, AIA
DEBRA GEROD, AIA
ASHOK VANMALI, AIA
CHRISTOPHER W. COE, AIA

January 2, 2008

Jeffrey W. Gibson, Community Development Director
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Re: Proposal to Prepare an Environmental Impact Report - Lomita Boulevard

Dear Mr. Gibson:

Gruen Associates is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for medical offices, offices, and industrial development to be located on approximately 23 acres along Lomita Boulevard in the City of Torrance. This proposal describes the scope of work and level of effort tailored to this assignment based on our understanding of the project site and the proposed project through the information you provided to us at our meeting on November 30, 2007 and information sent to us previously.

Established in 1946, Gruen Associates has a broad range of planning and environmental experience. Since CEQA Guidelines were formulated in 1974, Gruen has successfully prepared environmental documents (EIRs, Mitigated Negative Declarations, and Negative Declarations) for projects of all different sizes and types. We assisted the City of Inglewood in the preparation of an EIR for a residential designed by the same architect as the Lomita Boulevard project. As you are aware, we prepared in 2005 an Administrative Draft Final EIR for a residential community on this same site proposed by another developer. Based on our meeting, the City expects Gruen to use some of this information in this project. We would use our experience from this 2005 EIR to help establish a thorough, effective and efficient working relationship with the City of Torrance Planning Division. We pride ourselves in providing quality work and have earned an excellent reputation with the individual Cities for which we consult.

Gruen is deeply committed to providing a strong working relationship and close communication with our clients. We also strive to assure that a meaningful public involvement is included as an integral part of the environmental process. We provide a personalized approach, which has been time tested and refined over years of interaction with City staff, community groups, property owners, business owners, public agencies, and other interest groups. Many of Gruen's projects are sensitive and controversial and the firm's services include a comprehensive public scoping program to ensure that community and citizen concerns are identified and addressed. We understand that the main objective of CEQA is to accurately disclose to decision makers and the public the significant environmental impacts related to the proposed project. We hope to work closely with the City of Torrance as the lead agency to assure that public concerns are addressed. Gruen has successfully conducted public participation programs on a broad range of projects and our personnel are very experienced in conducting community involvement meetings and assisting public agency staff in this regard.

6330 San Vicente Boulevard, Suite 200, Los Angeles, CA 90048 · (323) 937-4270 · Fax (323) 937-6001 · www.gruenassociates.com

In addition, our planning staff has the in depth technical experience necessary to research, analyze, and address environmentally sensitive issues. Associate Partner, Elaine Carbrey, who will be the Project Manager for this project, has worked extensively in all aspects of planning. She has more than 30 years of experience as a planning consultant here at Gruen. She has worked on local, regional, national and international projects through the years and directs one of the most well respected Planning Departments in the Los Angeles region. Ms. Carbrey will be assisted by Sukriti Agarwal, who prepared the Final Environmental Impact Report – Administrative Review Copy of the Torrance Lomita Boulevard Residential Development on this site in September 2005.

Terry A. Hayes Associates, LLC, who also worked on the previous project and has prepared an air quality and noise analysis for Parcel 1 for Rock-Lomita, LLC, will be assisting Gruen in the preparation of the Air quality and Noise technical analyses. Terry A. Hayes Associates, LLC has over 25 years of environmental planning experience and has worked with Gruen Associates on environmental documents for more than 20 years.

I am sending three originals of this proposal for your records. Please notify us with your acceptance and approval of Gruen Associates to provide services as outlined above and in the attached proposal.

Respectfully submitted,

GRUEN ASSOCIATES

Kurt Franzen, AIA
Partner

PROPOSED SERVICES

This proposal addresses the preparation of an Environmental Impact Report (EIR) and accompanying technical documentation for a proposed office and industrial development in the City of Torrance, California. The project would be located on a 23.58-acre site located along the south side of Lomita Boulevard between Garnier Street and Crenshaw Boulevard, immediately north of Costco. The project consists of one parcel being subdivided into three as a condominium project. The west parcel would consist of eleven buildings containing medical/office, office, and light industrial use on Parcel 1 totaling 210,66 SF of development. Parcels 2 and 3 which are not yet designed, would contain approximately 141,330 SF of similar uses. It is assumed that City's actions would include a Conditional Use Permit and Tentative Tract Map. Other discretionary government actions may also be requested and will be analyzed as part of the proposed project.

SCOPE OF SERVICES

Gruen Associates offers the following scope of services based on our experience with environmental documents, the data provided to us by the City of Torrance, and our knowledge of the proposed project and project site. The level of detail for this EIR will be similar to the Administrative Review DEIR prepared recently for the site for residential uses.

Based on our discussions with you during our recent meeting, it is our understanding that this proposal will not require Gruen to retain technical consultants related to hazardous materials or traffic. We understand that Rock-Lomita, LLC has retained a hazarous materials consultant, Ardent, and transportation consultant, Austin Faust, to perform a Phase I and transportation analysis, respectively. It is our understanding that Austin Faust has prepared a traffic and parking analysis for Parcel 1 and is in the process of revising the traffic study to include parcels 1, 2 and 3. For the purposes of this proposal, we also assume that Rock-Lomita, LLC will retain a civil engineer to prepare an updated site survey and utility report (including storm drain analysis), and who will assist Gruen Associates in a site specific analysis of utilities' infrastructure and capacities.

Withee Malcom, the developers architect, will provide to Gruen Associates all drawings required for the project description by the City. All developer's consultants should draft technical information in Gruen's format for the EIR.

In order to thoroughly analyze environmental impacts related to air quality and noise, Gruen Associates will retain Terry A. Hayes Associates, LLC (TAHA), to prepare Air Quality and Noise Technical Studies. Gruen has worked TAHA on numerous other projects and has an excellent rapport with the firm. He has already prepared an Air Quality and Noise Technical Study for Parcel 1. These analysis will be expanded to include Parcels 2 and 3.

In order to complete the Draft EIR efficiently and accurately, the technical reports will be attached as appendices to the Environmental Impact Report.

Project Initiation, Preparation of the Project Description, and Scoping

It is assumed that we would work closely with the City of Torrance at the initiation of the proposed project to determine the entitlement strategy, review of the environmental documents, and any outside agency requirements. It is assumed that the City will have already circulated the Initial Study/NOP for the project before we begin. Gruen also assumes that during our initial consultation with the City of Torrance Planning Division, specific dates and deadlines related to project definition and scoping would be determined. We feel it is important to identify the City's realistic needs for the review time and a response. We also will coordinate with the city in specifically identifying the areas of controversy, issues to be resolved and methodology of the Environmental Impact Report. Upon meeting with your staff, Gruen will redraft the proposed schedule so that it represents the City's Lead Agency's timeline.

Perhaps the most critical step in the EIR process will be to define the Project Description and to identify the City's realistic development assumptions. We believe that a thorough Project Description is necessary to facilitate a complete and accurate environmental analysis. Upon review of the NOP response, Gruen Associates will work directly with the City of Torrance to refine the project description. The Project Description should appropriately communicate the City's interpretations of the characteristics of the proposed project and project objectives. To the extent appropriate to convey the character, location and assumptions of the proposed project, Gruen Associates will add maps, tables or other figures to illustrate the project. It is our understanding that delivery of site plans, elevations, renderings, and project characteristics will be provided by Rock-Lomita and their architects, under the direction of the City of Torrance. Gruen will format the drawings for use in the DEIR.

Together, Gruen and the City of Torrance will determine a date for the scoping meeting and list of local municipalities and community groups, individuals and agencies invited to the scoping meeting. Gruen Associates will prepare the Notice for the scoping meeting and will assist the City in presenting the project at the meeting. It is assumed at this time that the City of Torrance will be in charge of circulating the notices to relevant public agencies and others and providing labels for notification of local agencies within a specified radius of the project site.

Proposed Technical Reports

Once a clear and precise scope of the EIR has been determined, Gruen will begin preparation and coordination of individual technical reports. The following technical reports will be completed as part of this proposal:

- Land Use/Planning
- Air quality
- Noise

Land Use/Planning. A technical report in the format of the EIR will be prepared to address land use and planning consistency of the project with land use and zoning designations and policies of the General Plan, the compatibility of the proposed uses with adjacent designations and uses, and the potential for proximity and cumulative impacts of the proposed development. The project's conformity with the Southern California Association of Government (SCAG) Growth Management Plan will also

be addressed. This area west and north of the airport is zoned for heavy and light industrial uses, but has recently been developed with office and commercial projects. The Land Use/Planning technical report will review the City of Torrance General Plan policies and objectives in regard to industrial areas and medical offices, and office development. It is our understanding that no changes have been made since 2005 to the General Plan that are relevant to this site.

Air Quality. Terry A. Hayes Associates, LLC (TAHA) will prepare the Air Quality Technical Analysis. The report will address construction and traffic-related air quality impacts of the proposed project in conformance with the South Coast Air Quality Management District's CEQA Air Quality Handbook. Their analysis will identify sensitive receptors and describe how these receptors will be affected by construction and operation of the proposed project. Mobile and stationary sources will be considered for their temporary and permanent impacts. Aircraft pollutant concentration impacts will also be analyzed.

Noise. Terry A. Hayes Associates, LLC (TAHA) will also prepare a Noise Analysis. The report, which will address noise impacts related to temporary construction and permanent occupancy/operation of the proposed project, will analyze noise impacts generated by increased traffic in the vicinity of the site and the proposed uses. Consistency of the project with noise contours and the Noise Element will also be evaluated as the project site is located within two miles of Torrance Airport (LAX).

Additional Technical Reports

It is assumed that the following technical reports are not part of this proposal and will be prepared under the direction of the city of Torrance and Rock-Lomita LLC and provided to Gruen at the beginning of the DEIR preparation phase. Each of these reports will be reviewed by Gruen Associates and used in preparation of individual sections of the environmental analysis. The format for these reports shall be consistent with Gruen's EIR format. Content of these reports will also be included in the Appendices of the DEIR.

- Transportation/Traffic
- Hazards & Hazardous Materials (Phase I and Phase II, if necessary)
- Hydrology/Water Quality
- Utilities/Service Systems

It is assumed that the site plan, rendering(s), and any technical reports or data related to the Conditional use permit and Tentative Tract Map, will be prepared by the project applicant.

Content of the Draft EIR

The Draft EIR will address the project's setting, potential impacts, cumulative effects, recommended mitigation, and any unmitigated adverse impacts.

Gruen Associates will prepare the Land Use, Utilities, and Hydrology sections for the Draft EIR using project information provided by the City of Torrance and Rock-Lomita, LLC's engineering consultants. Gruen Associates will draft the text of the Air Quality and Noise sections using technical analyses and

information provided by our subconsultant, Terry A. Hayes Associates, LLC. Gruen Associates will also draft the text of the traffic and hazardous materials sections using analyses and information provided by Rock-Lomita's subconsultants. It is our understanding that a traffic analysis has already been drafted by Austin Faust for all three parcels and that it and the adequate hazardous materials information will be available prior to project initiation. We will be responsible for assembling the Draft and Final EIR for distribution.

The Draft Environmental Impact Report (DEIR) will include the following sections and subsections:

- Summary
- Introduction
- Project Description
- Environmental Setting, Impact and Mitigation Measures
    - Land Use
    - Transportation and Parking
    - Air Quality
    - Noise
    - Hazardous Materials
    - Utilities
- Alternatives
- Mandatory Findings of Significance
- Mitigation Monitoring
- Organizations and Individuals Consulted

Each subsection (Land Use, Transportation and Parking, Air Quality, Noise, Hazardous Materials, and Utilities) would be personalized to address the environmental issues raised in the Initial Study and concerns brought up during project scoping. The technical studies would be summarized in detail and included in the Appendix.

Land Use. The Draft EIR will address the consistency of the project with land use and zoning designations and policies of the General Plan, the compatibility of the proposed uses with adjacent designations and uses, and the potential for proximity and cumulative impacts of the proposed development. The project's conformity with the Southern California Association of Government (SCAG) Growth Management Plan will also be addressed.

Transportation. Gruen Associates will integrate the Traffic Analysis provided in the technical report prepared by Austin Faust into the transportation section of the Draft EIR. Gruen will incorporate the technical study prepared by Austin Faust into the Appendix. The City of Torrance staff will review and approve traffic information and analysis for consistency with city requirements before including in the DEIR. Access to the project from Lomita Boulevard and possible impacts at the intersection of Crenshaw and Lomita Boulevards, as well as other key intersections, will be addressed. Mitigation measures will be developed working closely with the City.

Air Quality. The Draft EIR will address construction and traffic-related air quality impacts of the proposed project as analyzed in the Air Quality Technical Report prepared by Terry A. Hayes

Associates, LLC. The air quality section would consider both mobile and stationary sources and temporary and permanent impacts. It is anticipated that the proposed project would result in air emissions and deterioration of ambient air quality in the project area. The air quality section would address mitigation measures as proposed in the Air Quality Technical Report.

Noise. The Draft EIR will address noise impacts related to construction and occupancy/operation of the proposed project as analyzed in the Noise Analysis prepared by Terry A. Hayes Associates, ILC. Noise impacts related to traffic and airport noise will be discussed in detail. The noise section will include appropriate mitigation measures, as necessary.

Hazards and Hazardous Materials. The Draft EIR will address potential impacts related to the former use of the site. It is Gruen's understanding that Rock-Lomita LLC has retained an environmental assessment consultant to review the site history and any past studies, status of remediation efforts, and any current development restrictions and prepare a Phase I Assessment. Gruen Associates will integrate the draft Phase I and any other hazardous materials studies prepared by this consultant into the document, and incorporate their technical study into the Appendix.

Utilities. The Draft EIR will address the existing capacity of utility systems in the project area such as electrical, natural gas, water, sewer and solid waste. Using generation factors for proposed uses, the EIR will assess the need for the expansion or construction of new facilities to serve the proposed project. Gruen Associates will prepare this section of the EIR using technical information provided by the City of Torrance Public Works Department and the Hydrology and Utility Report prepared by Rock-Lomita LLC's subconsultants.

In particular, the utilities section will address potential changes in existing drainage patterns, absorption rates, or the rate, amount and quality of surface runoff. As stated, it is Gruen's understanding that Rock-Lomita will retain a civil engineer to assess these storm water drainage issues and prepare a hydrology technical report. Gruen Associates will prepare the text for these sections of the EIR based on technical information and reports provided by the civil engineer.

The majority of the site is unpaved, compacted soil, and is not located within a flood hazard zone identified on Federal Emergency Management Agency (FEMA) flood zone maps. However, the site has experienced signs of flooding. Gruen will summarize the Hydrology and Utilities technical reports including analysis of existing and future storm drain capacity and demand.

Alternatives. The Draft EIR would include a range of alternatives to the proposed project. Such alternatives would include No Project, Existing Zoning (M2 - Industrial), Alternative Use, and Alternative Sites. Locations of related project sites may be utilized for this analysis. As required by CEQA, an environmentally superior alternative will be identified.

Mandatory Findings of Significance. CEQA guidelines require consideration of cumulative impacts based on a list of related past, present or anticipated projects, which could reasonably produce cumulative impacts. The City will provide a list of related projects at the start of the project. Discussion of cumulative impacts will be included at the end of each section. As allowed by CEQA, discussion of cumulative impacts shall cover only those reasonably considered to be significant, and

discussion will not be provided in as great detail as the effects attributable to the project alone.

Mitigation Monitoring. Pursuant to the Cortese Act, mitigation measures proposed under EIRs and Negative Declarations must be detailed in a Mitigation Monitoring Program (MMP) before the project is approved.[1] Gruen Associates will prepare the MMP as part of the Final EIR. Gruen Associates will prepare a table, which contains the MMP for project mitigation measures including the following information:

- The environmental impact being mitigated;
- The mitigation measure proposed;
- The agency responsible for implementing and for monitoring and reporting.

Circulation of the DEIR

In preparation for the circulation of the DEIR, Gruen Associates will develop the Notice of Availability and Notice of Completion. We will use the City's approved circulation list to develop the mailing labels. Gruen will also file the DEIR at the County Clerk's office, if requested by City staff.

Content of the Final EIR

Pursuant to circulation of the Draft EIR, Gruen Associates will prepare responses to public comments received, including excerpts of relevant EIR comments and a responsive City clarification or resolution of issues raised. The Final EIR will document public comments and responses to comments, as well as the Mitigation Monitoring Program necessary for project approval. The Final EIR will also contain changes and clarifications to the Draft EIR based on comment submitted. Per the City, the Draft EIR may be included as an Addendum.

Meetings

Gruen Associates will attend up to three public hearings in an effort to provide technical support to City staff and clarification of issues during the EIR review and approval process. Gruen Associates will attend up to six coordination meetings with the City of Torrance Planning Division staff, the City's attorneys, and Rock-Lomita, LLC. Gruen Associates will provide meeting minutes for meetings, if requested. It is assumed that the project applicant (Rock-Lomita, LLC) and their consultants will be at some of these meetings to facilitate coordination and communication. The City will arrange meetings with the developer.

DELIVERABLES AND SCHEDULE

This proposal is structured to provide a set of services necessary for CEQA compliance for environmental documentation of the project including preparation of the Draft EIR, production of the Final EIR and CEQA required notices related to both documents.

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[1] State of California. *CEQA B Mitigation Monitoring*. Public Resources Code, Section 21081.6. Adopted as AB3180 (Cortese), September 23, 1988.

In addition to proven environmental documentation preparation, plan development and project management capacities, prompt and responsive professional service are important components of Gruen's reputation. We recognize the importance of a schedule for environmental programs, which often form the basis for, and are on the critical path of, political decision-making processes; we take schedules seriously and adhere to them carefully.

The work program above and fee schedule below are tailored to provide the following deliverables within the following minimum time frames:

▪ Refined Project Description	4 Weeks from receipt of project initiation meeting, site plan and elevations[2]
▪ Land Use/Planning Analysis	3 weeks from completion of Project Description[3]
▪ Administrative Draft EIR (10 copies)	3 Weeks from close of Initial Study circulation[4]
▪ Draft EIR (50 copies)	2 weeks following approval by City Staff
▪ Hearing Draft Final EIR (5 copies)	1 month from close of Circulation Period[5]
▪ Final EIR (50 copies)	Following approval by Planning Commission

The response to comments period following circulation is estimated to be a minimum of two (2) weeks if no comments requiring significant additional study are received, and City review of the Hearing Draft Final EIR is two (2) weeks. Final certification of the EIR will depend on the timing and approval of the Planning Commission. We propose a ten-month timeframe from project initiation. This is achievable with City cooperation and adequate completion of technical studies from Rock-Lomita, LLC's subconsultants.

A preliminary schedule of the entire approval process is provided within this proposal based on our previous EIR project. A more refined schedule will be developed jointly with the City of Torrance Planning Division. Overall, we will commit to doing our part to achieve the schedule, and wherever possible, attempt to recover time lost due to events beyond our control.

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2 Assumes City review of Draft Project Description takes less than 1 week.

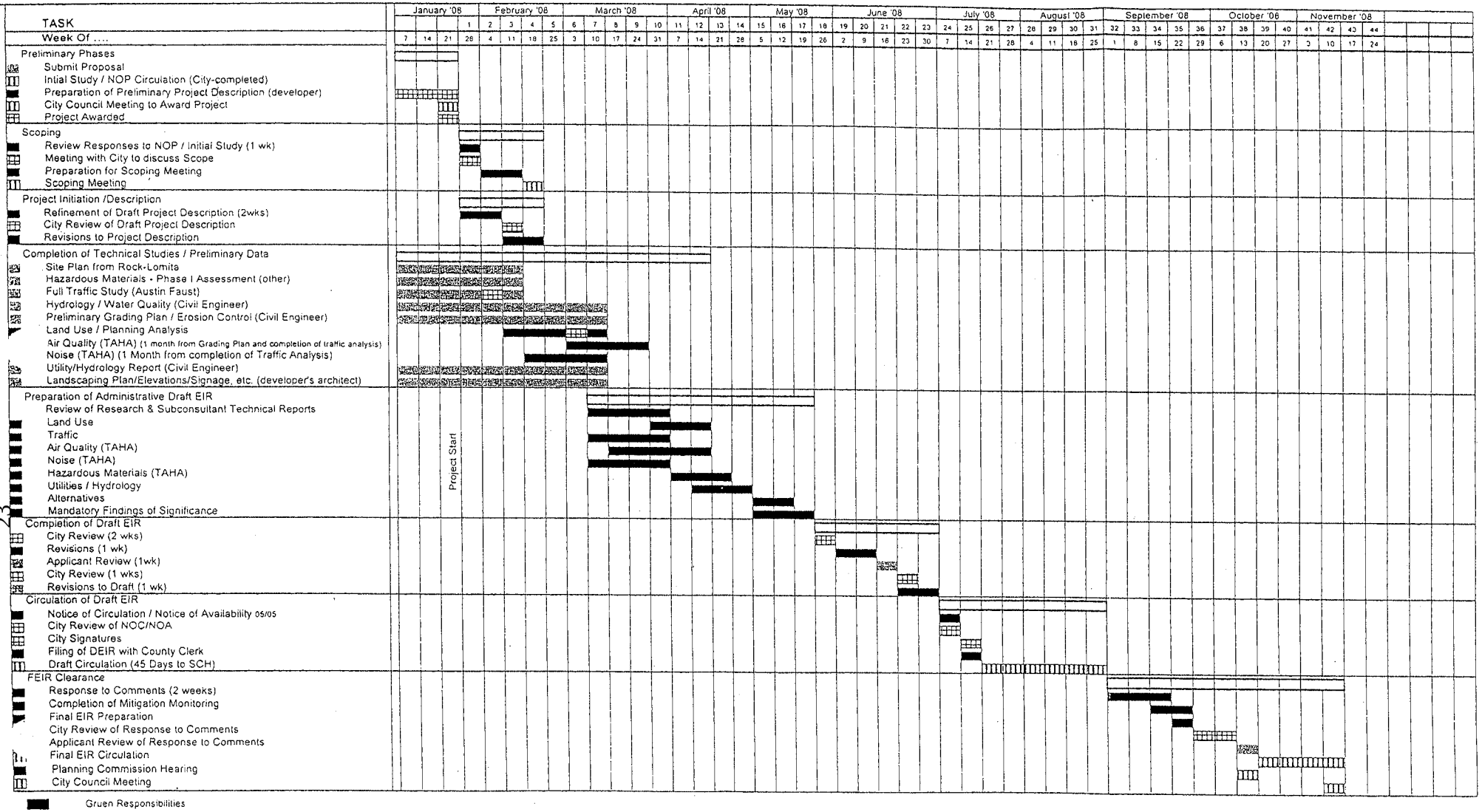
3 Assumes City review of Draft Project Description takes less than 1 week.

4 Assumes that (a) no substantial changes in scope beyond what was recommended in the Initial Study; (b) City review of Draft EIR is completed in three weeks, and that City provides comments to Gruen Associates in one round of review and Traffic Report is received within two weeks of project initiation; (c) preliminary grading plan is provided to Gruen within one month of project initiation. If technical studies are not complete within two months, then schedule would shift to accommodate the completion of technical studies.

5 Assumes City review of Hearing Draft EIR takes less than 2 weeks.

Preliminary Schedule for Preparation of an EIR
Lomita Boulevard, Torrance

GRUENASSOCIATES
ARCHITECTURE PLANNING INTERIORS



Gruen Responsibilities
City Responsibilities
Mandatory Meetings / Circulation Periods
Developer Responsibilities

Draft Schedule January 2, 2008

ESTIMATED BUDGET

Gruen Associates proposes to undertake these projects in a similar manner to the other EIRs for Torrance. The services would be billed monthly utilizing Gruen Associates' standard billing rates, plus reimbursable expenses. Reimbursable expenses include transportation and mileage, telephone and fax communication, photography, blueprints and reproduction, postage and delivery, and miscellaneous expenses. Gruen Associates charges an additional 10 percent of consultants and other reimbursable expenses.

We estimate a budget of $126,480 to prepare Gruen Associates' portion of the tasks outlined in our Scope of Services plus an estimated $20,000 for Gruen Associates reimbursable expenses, $15,000 for the air and noise analysis and $5,000 for hazardous materials write-up prepared by Terry A. Hayes Associates, LLC. The total budget for the EIR is $168,480, not including fees of consultants retained by Rock-Lomita under separate contracts. Gruen's standard billing rates are attached as part of the cost estimate.

The fee for response to comments is based on the amount of comments received on the Draft EIR. We allocated $17,480 for this task, however the final amount may be more or less depending on the level of effort required. Gruen Associates will not exceed this total budget, without prior authorization from the City.

Gruen Associates would be pleased to provide additional support beyond the Scope of Services outlined for the EIR. Additional services such as attending weekly development team meetings will be considered extra services, and are not a part of the estimated budget. These extra services will be billed separately at Gruen standard billing rates plus reimbursables. If and when the necessary scope for additional services is defined, we would provide you with an updated budget. Gruen Associates will not perform these additional services unless requested by the City.

2007
GRUEN ASSOCIATES'
STANDARD HOURLY BILLING RATE SCHEDULE

Partner	$ 220 - $ 380
Associate Partner	$ 170 - $ 210
Vice President	$ 140 - $ 175
Senior Staff	$ 110 - $ 160
Intermediate Staff	$ 65 - $ 125
Assistant Staff	$ 50 - $ 80
Junior Staff	$ 40 - $ 65

- Subject to annual adjustment
- Hearings and testimony (including preparation) at 1.5 times rate shown
- Overtime at 1.5 times rate shown

Attachment C

Council Meeting of
April 15, 2008

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

Members of the Council:

SUBJECT: Community Development – Adopt RESOLUTION authorizing revisions to contract to prepare an Environmental Impact Report for property located at 2740 Lomita Boulevard.
EAS07-00003, CUP07-00016, TTM067341: Rock-Lomita LLC

RECOMMENDATION
Recommendation of the Community Development Director that City Council adopt a RESOLUTION authorizing revisions to the contract with Gruen Associates (C2008-051) to prepare an Environmental Impact Report for the Rockefeller Business Park project at a cost of $168,480 to be paid by the applicant.

Funding: Not applicable

BACKGROUND
On February 26th, 2008, the City Council adopted a Resolution approving a contract with Gruen Associates for the purposes of preparing an Environmental Impact Report for Rock-Lomita LLC Business Park development of vacant property located at 2740 Lomita Boulevard. Gruen Associates has since requested some language changes to the contract regarding the legal name of the firm, references to Gruen as a consultant rather than a contractor, names of the consultants listed in the contract, clarification as to the payment schedule and a revision to the indemnification language which was approved by both the City Attorney and the Risk Management offices. The date to which the contract became effective remained February 26, 2008, as in the approved contract, to cover work already performed by Gruen. Both the revised and previously approved contract are attached for Council's review.

CONCUR:

Jeffery W. Gibson, CDD Director

NOTED:

LeRoy J. Jackson, City Manager

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By _____
Gregg Lodan, AICP
Planning Manager

Attachments:
A. Revised Resolutions
B. Revised Consulting Services Agreement
C. February 26, 2008 City Council Agenda Item 10A **(LIMITED DISTRIBUTION)**

10A

Attachment A

RESOLUTION NO. 2008-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY CLERK TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN THE CITY AND GRUEN ASSOCIATES FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE ROCKEFELLER BUSINESS PARK PROJECT LOCATED AT 2740 LOMITA BOULOEVARD.

WHEREAS, Rock-Lomita LLC is requesting consideration of entitlements to allow the development of property located in the M-2 zone at 2740 Lomita Boulevard involving a Conditional Use Permit for the development of a mixture of medical, professional office and light industrial pad buildings and a subdivision of the existing parcel into three parcels; and

WHEREAS, the City of Torrance wishes to secure the service of a consultant for the preparation of an Environmental Impact Report for said project; and

WHEREAS, Gruen Associates represents that it is qualified in the preparation and management of environmental impact reports for such residential projects;

WHEREAS, the execution of this Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Torrance City Council that the Mayor and City Clerk are hereby authorized and directed to execute and attest that certain Agreement between the City and Gruen Associates for the preparation of the Rockefeller Business Park project EIR.

Introduced, approved and adopted this 15th day of April 2008.

_____

MAYOR, of the City of Torrance

ATTEST:

_____

City Clerk of the City of Torrance

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

By_____

Attachment B

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of February 26, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GRUEN ASSOCIATES, a California Partnership of Corporations ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare an Environmental Impact Report for the development of a business park on property located at 2740 Lomita Blvd.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. 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 January 31, 2009.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with 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 $168,480.00 ("Agreement Sum"), unless otherwise first approved in writing by 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 the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due 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 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 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 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 shall be excused for a period equal to the period of such 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 negligent acts or omissions or willful misconduct 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**

Gregg D. Lodan, AICP, 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:

Elaine V. Carbrey, AIA, AICP
Associate Partner
or
Ki Suh Park, FAIA, FAICP, Hon. FKIA
Design and Managing Partner

9. INDEPENDENT CONTRACTOR

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

15. INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the City, its City Council, its agents, officers, employees and insurers from and against any and all suits, costs, expenses, claims, actions, demands, losses and liabilities, including without limitation reasonable attorney's fees and costs, to the extent arising out of or in connection with negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of services described in this Agreement. This indemnity shall not apply in the event of the sole negligence or willful misconduct of City. The foregoing shall include an indemnity for property damage and for injury to or death of any person including agency, employees, or representative of City or Consultant. In the event that an action or proceeding is filed against the City in connection with any such claim, Consultant shall defend any action or proceeding and shall pay all costs and expenses including attorney's fees incurred in connection therewith.

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 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 AND SURETIES

Insurance or bonds 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 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.

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

CONSULTANT:	Elaine V. Carbrey, AIA, AICP Gruen Associates 6300 San Vincente Blvd., Ste 200 Los Angeles, CA 90048 Fax: (323) 937-6001
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 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.

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Time is of the essence in the performance of this Agreement.

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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.

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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 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.

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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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

GRUEN ASSOCIATES
a California Partnership of Corporations

By:_____
Ki Suh Park, FAIA, FAICP, Hon. FKIA
Design and Managing Partner

Attachments: Exhibit A Proposal

Revised: 1/30/01

EXHIBIT A

PROPOSAL

Attachment C

Council Meeting of
February 26, 2008

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

Members of the Council:

Subject: Community Development – City Council consideration of a Contract with Gruen Associates to prepare an Environmental Impact Report for the proposed Rockefeller Business Park Project on a vacant 23.58 acre parcel on the south side of Lomita Boulevard at 2740 Lomita Boulevard. **EAS07-00003, CUP07-00016, TTM067341: Rock-Lomita LLC**

RECOMMENDATION

Recommendation of the Community Development Director that the City Council:

1. Adopt a Resolution authorizing a contract with Gruen Associates to prepare an Environmental Impact Report for the Rockefeller Business Park project at a cost of $168,480.00 to be paid by the applicant

Funding: Not applicable

BACKGROUND

The Community Development Director has received a request from Rock-Lomita LLC for the development of vacant property located at 2740 Lomita Boulevard. The development would involve the subdivision of the existing parcel into three. One parcel would be developed into a mixture of medical, professional office and light industrial pad buildings totaling 210,066 square feet. No improvements have been identified for the remaining two parcels, although if developed with a comparable Floor Area Ratio as the first proposed parcel, the two remaining parcels could be developed with 141,330 square feet of similar uses. Upon preparation of an Initial Study for the proposed development, Staff has determined that an Environmental Impact Report will be required. Areas of concern include hazards and hazardous materials, utilities/service systems, hydrology/water quality, noise air quality, land use/planning, transportation/traffic, and mandatory findings of significance.

PRIOR ENVIRONMENTAL REVIEW

In 2003, the Community Development Department received a request for the development of the subject property into a residential community with senior housing components. The request involved a series of entitlements involving a General Plan Amendment from Light Industrial to General Commercial, a Zone Change from M-2 (heavy Manufacturing) to PD (Planned Development), A Conditional Use Permit and a Tentative Tract Map. An Initial Study was completed that determined that an Environmental Impact Report would be required to further study several subject areas.

The Community Development Department sent Requests for Proposal to eleven (11) consulting firms. Five (5) proposals were received. In evaluating the proposals, staff considered the level and appropriateness of the service offered. Factors used to evaluate the proposals included completeness, understanding of the project scope, deliverables, and related work experience/references. After conducting information sessions with the consulting firms and careful review of the proposals submitted, the Community Development Department recommended Gruen Associates because of their proposals superior analyses and the technical experience in preparation of EIR's for similar projects. On December 16 2003, the City Council concurred with staff's recommendation and approved the recommended contract with Gruen Associates.

Gruen Associates completed a Draft Environmental Impact Report of the subject request and the City opened a 45-day Public Review Period upon its completion in May of 2004. After reviewing the comments collected during the review period, the applicant modified their request to be comprised entirely of senior housing and added an Assisted Living Care component to the project. Gruen Associates then underwent a completing a Revised Draft Environmental Impact Report that would incorporate the changes requested by the applicant and reassessed the potential impacts of the revised proposal. Upon completion in July 2005, the Revised Draft EIR was re-circulated for Public Review. Comments were gathered and addressed in preparation of the Revised Final EIR. Prior to the matter be presented to the Planning Commission, the applicant withdrew their request in fall of 2005.

ANALYSIS

Based on Gruen Associates experience with having written two EIRs for the subject property and unique first hand knowledge of the physical and underlying issues with the property, staff recommends entering into contract with Gruen

Associates for the new project of a proposed business park. The applicants for the new project have been advised of staff's recommendation for the consultant and the cost of the proposal.

Respectfully submitted,

Jeffery W. Gibson
Community Development Director

By _____
Gregg D. Lodan, AICP
Planning Manager

CONCUR:

_____
Jeffery W. Gibson
Community Development Director

NOTED:

_____
LeRoy J. Jackson
City Manager

Attachments:

A. Resolution
B. Location and Zoning Map
C. Draft Consulting Services Agreement
D. Initial Study

Attachment A

RESOLUTION NO. 2008-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY CLERK TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN THE CITY AND GRUEN ASSOCIATES FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE ROCKEFELLER BUSINESS PARK PROJECT LOCATED AT 2740 LOMITA BOULOEVARD.

WHEREAS, Rock-Lomita LLC is requesting consideration of entitlements to allow the development of property located in the M-2 zone at 2740 Lomita Boulevard involving a Conditional Use Permit for the development of a mixture of medical, professional office and light industrial pad buildings and a subdivision of the existing parcel into three parcels; and

WHEREAS, the City of Torrance wishes to secure the service of a consultant for the preparation of an Environmental Impact Report for said project; and

WHEREAS, Gruen Associates represents that it is qualified in the preparation and management of environmental impact reports for such residential projects;

WHEREAS, the execution of this Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Torrance City Council that the Mayor and City Clerk are hereby authorized and directed to execute and attest that certain Agreement between the City and Gruen Associates for the preparation of the Rockefeller Business Park project EIR.

Introduced, approved and adopted this 26th day of February 2008.

_____

MAYOR, of the City of Torrance

ATTEST:

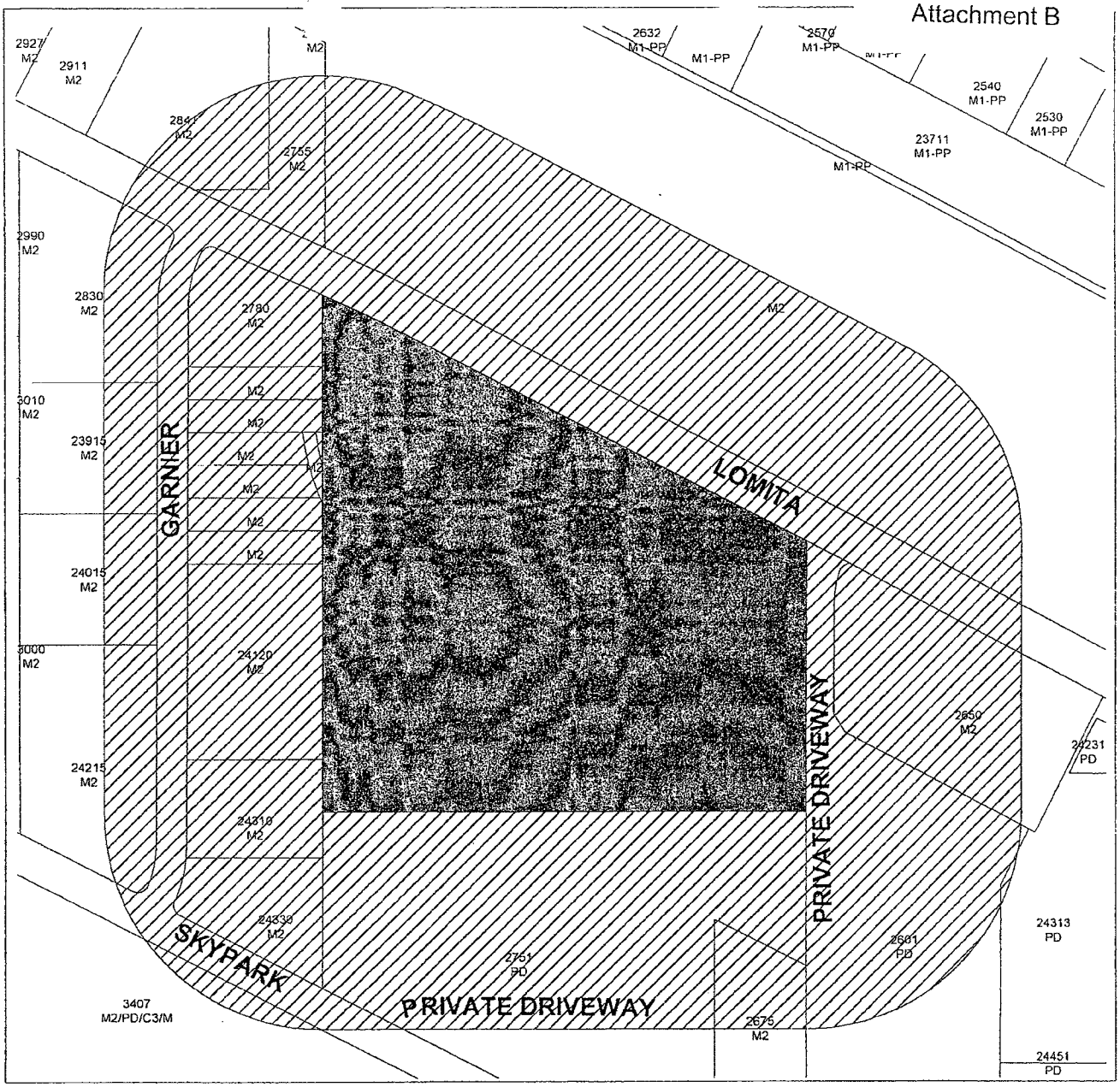
_____

City Clerk of the City of Torrance

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

By_____

Attachment B



LOCATION AND ZONING MAP

2740 Lomita Blvd.
CUP07-00016, TTM067341, EAS07-00003

LEGEND

2740 Lomita Blvd.

500ft Notification

0 150 300 600 Feet

N W E S

Prepared using City of Torrance Community Development Geographic Information System
Jeffery W. Gibson, Community Development Director

Attachment C

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Feburary 26th, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GRUEN ASSOCIATES, a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to prepare an Environmental Impact Report for the development of a business park on property located at 2740 Lomita Boulevard.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services 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 November 30, 2008.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $168,480.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 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 the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

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 shall be excused for a period equal to the period of such cause for failure to perform.

6. <u>RETENTION OF FUNDS</u>

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (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 CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Gregg D. Lodan, AICP, 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 CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

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

Elaine V. Carbrey, AIA, AICP, Associate Partner

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR 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 the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. 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 CITY.

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

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR 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. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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 CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR 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 CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors 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, $500,000 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. 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 an United States Postal Service office or mailbox.

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CONTRACTOR	Elaine V. Carbrey, AIA, AICP Gruen Associates 6300 San Vicente Blvd, Ste. 200, Los Angeles, CA 90048 Fax: 323-937-6001
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

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CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

Gruen Associates
a Califnoria Corporation

By:_____
Elaine V. Carbrey, AIA, AICP,
Associate Partner

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 1/30/01

EXHIBIT A

SCOPE OF SERVICES

[To be attached]

GRUEN ASSOCIATES
ARCHITECTURE • PLANNING • INTERIORS

KI SUH PARK, FAIA, FAICP, Hon.FKIA
KURT FRANZEN, AIA
MICHAEL A. ENOMOTO, AIA
LARRY SCHLOSSBERG, AIA
DEBRA GEROD, AIA
ASHOK VANMALI, AIA
CHRISTOPHER W. COE, AIA

January 2, 2008

Jeffrey W. Gibson, Community Development Director
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Re: Proposal to Prepare an Environmental Impact Report - Lomita Boulevard

Dear Mr. Gibson:

Gruen Associates is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for medical offices, offices, and industrial development to be located on approximately 23 acres along Lomita Boulevard in the City of Torrance. This proposal describes the scope of work and level of effort tailored to this assignment based on our understanding of the project site and the proposed project through the information you provided to us at our meeting on November 30, 2007 and information sent to us previously.

Established in 1946, Gruen Associates has a broad range of planning and environmental experience. Since CEQA Guidelines were formulated in 1974, Gruen has successfully prepared environmental documents (EIRs, Mitigated Negative Declarations, and Negative Declarations) for projects of all different sizes and types. We assisted the City of Inglewood in the preparation of an EIR for a residential designed by the same architect as the Lomita Boulevard project. As you are aware, we prepared in 2005 an Administrative Draft Final EIR for a residential community on this same site proposed by another developer. Based on our meeting, the City expects Gruen to use some of this information in this project. We would use our experience from this 2005 EIR to help establish a thorough, effective and efficient working relationship with the City of Torrance Planning Division. We pride ourselves in providing quality work and have earned an excellent reputation with the individual Cities for which we consult.

Gruen is deeply committed to providing a strong working relationship and close communication with our clients. We also strive to assure that a meaningful public involvement is included as an integral part of the environmental process. We provide a personalized approach, which has been time tested and refined over years of interaction with City staff, community groups, property owners, business owners, public agencies, and other interest groups. Many of Gruen's projects are sensitive and controversial and the firm's services include a comprehensive public scoping program to ensure that community and citizen concerns are identified and addressed. We understand that the main objective of CEQA is to accurately disclose to decision makers and the public the significant environmental impacts related to the proposed project. We hope to work closely with the City of Torrance as the lead agency to assure that public concerns are addressed. Gruen has successfully conducted public participation programs on a broad range of projects and our personnel are very experienced in conducting community involvement meetings and assisting public agency staff in this regard.

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In addition, our planning staff has the in depth technical experience necessary to research, analyze, and address environmentally sensitive issues. Associate Partner, Elaine Carbrey, who will be the Project Manager for this project, has worked extensively in all aspects of planning. She has more than 30 years of experience as a planning consultant here at Gruen. She has worked on local, regional, national and international projects through the years and directs one of the most well respected Planning Departments in the Los Angeles region. Ms. Carbrey will be assisted by Sukriti Agarwal, who prepared the Final Environmental Impact Report – Administrative Review Copy of the Torrance Lomita Boulevard Residential Development on this site in September 2005.

Terry A. Hayes Associates, LLC, who also worked on the previous project and has prepared an air quality and noise analysis for Parcel 1 for Rock-Lomita, LLC, will be assisting Gruen in the preparation of the Air quality and Noise technical analyses. Terry A. Hayes Associates, LLC has over 25 years of environmental planning experience and has worked with Gruen Associates on environmental documents for more than 20 years.

I am sending three originals of this proposal for your records. Please notify us with your acceptance and approval of Gruen Associates to provide services as outlined above and in the attached proposal.

Respectfully submitted,

GRUEN ASSOCIATES

Kurt Franzen, AIA
Partner

PROPOSED SERVICES

This proposal addresses the preparation of an Environmental Impact Report (EIR) and accompanying technical documentation for a proposed office and industrial development in the City of Torrance, California. The project would be located on a 23.58-acre site located along the south side of Lomita Boulevard between Garnier Street and Crenshaw Boulevard, immediately north of Costco. The project consists of one parcel being subdivided into three as a condominium project. The west parcel would consist of eleven buildings containing medical/office, office, and light industrial use on Parcel 1 totaling 210,66 SF of development. Parcels 2 and 3 which are not yet designed, would contain approximately 141,330 SF of similar uses. It is assumed that City's actions would include a Conditional Use Permit and Tentative Tract Map. Other discretionary government actions may also be requested and will be analyzed as part of the proposed project.

SCOPE OF SERVICES

Gruen Associates offers the following scope of services based on our experience with environmental documents, the data provided to us by the City of Torrance, and our knowledge of the proposed project and project site. The level of detail for this EIR will be similar to the Administrative Review DEIR prepared recently for the site for residential uses.

Based on our discussions with you during our recent meeting, it is our understanding that this proposal will not require Gruen to retain technical consultants related to hazardous materials or traffic. We understand that Rock-Lomita, LLC has retained a hazarous materials consultant, Ardent, and transportation consultant, Austin Faust, to perform a Phase I and transportation analysis, respectively. It is our understanding that Austin Faust has prepared a traffic and parking analysis for Parcel 1 and is in the process of revising the traffic study to include parcels 1, 2 and 3. For the purposes of this proposal, we also assume that Rock-Lomita, LLC will retain a civil engineer to prepare an updated site survey and utility report (including storm drain analysis), and who will assist Gruen Associates in a site specific analysis of utilities' infrastructure and capacities.

Withee Malcom, the developers architect, will provide to Gruen Associates all drawings required for the project description by the City. All developer's consultants should draft technical information in Gruen's format for the EIR.

In order to thoroughly analyze environmental impacts related to air quality and noise, Gruen Associates will retain Terry A. Hayes Associates, LLC (TAHA), to prepare Air Quality and Noise Technical Studies. Gruen has worked TAHA on numerous other projects and has an excellent rapport with the firm. He has already prepared an Air Quality and Noise Technical Study for Parcel 1. These analysis will be expanded to include Parcels 2 and 3.

In order to complete the Draft EIR efficiently and accurately, the technical reports will be attached as appendices to the Environmental Impact Report.

Project Initiation, Preparation of the Project Description, and Scoping

It is assumed that we would work closely with the City of Torrance at the initiation of the proposed project to determine the entitlement strategy, review of the environmental documents, and any outside agency requirements. It is assumed that the City will have already circulated the Initial Study/NOP for the project before we begin. Gruen also assumes that during our initial consultation with the City of Torrance Planning Division, specific dates and deadlines related to project definition and scoping would be determined. We feel it is important to identify the City's realistic needs for the review time and a response. We also will coordinate with the city in specifically identifying the areas of controversy, issues to be resolved and methodology of the Environmental Impact Report. Upon meeting with your staff, Gruen will redraft the proposed schedule so that it represents the City's Lead Agency's timeline.

Perhaps the most critical step in the EIR process will be to define the Project Description and to identify the City's realistic development assumptions. We believe that a thorough Project Description is necessary to facilitate a complete and accurate environmental analysis. Upon review of the NOP response, Gruen Associates will work directly with the City of Torrance to refine the project description. The Project Description should appropriately communicate the City's interpretations of the characteristics of the proposed project and project objectives. To the extent appropriate to convey the character, location and assumptions of the proposed project, Gruen Associates will add maps, tables or other figures to illustrate the project. It is our understanding that delivery of site plans, elevations, renderings, and project characteristics will be provided by Rock-Lomita and their architects, under the direction of the City of Torrance. Gruen will format the drawings for use in the DEIR.

Together, Gruen and the City of Torrance will determine a date for the scoping meeting and list of local municipalities and community groups, individuals and agencies invited to the scoping meeting. Gruen Associates will prepare the Notice for the scoping meeting and will assist the City in presenting the project at the meeting. It is assumed at this time that the City of Torrance will be in charge of circulating the notices to relevant public agencies and others and providing labels for notification of local agencies within a specified radius of the project site.

Proposed Technical Reports

Once a clear and precise scope of the EIR has been determined, Gruen will begin preparation and coordination of individual technical reports. The following technical reports will be completed as part of this proposal:

- Land Use/Planning
- Air quality
- Noise

Land Use/Planning. A technical report in the format of the EIR will be prepared to address land use and planning consistency of the project with land use and zoning designations and policies of the General Plan, the compatibility of the proposed uses with adjacent designations and uses, and the potential for proximity and cumulative impacts of the proposed development. The project's conformity with the Southern California Association of Government (SCAG) Growth Management Plan will also

be addressed. This area west and north of the airport is zoned for heavy and light industrial uses, but has recently been developed with office and commercial projects. The Land Use/Planning technical report will review the City of Torrance General Plan policies and objectives in regard to industrial areas and medical offices, and office development. It is our understanding that no changes have been made since 2005 to the General Plan that are relevant to this site.

Air Quality. Terry A. Hayes Associates, LLC (TAHA) will prepare the Air Quality Technical Analysis. The report will address construction and traffic-related air quality impacts of the proposed project in conformance with the South Coast Air Quality Management District's CEQA Air Quality Handbook. Their analysis will identify sensitive receptors and describe how these receptors will be affected by construction and operation of the proposed project. Mobile and stationary sources will be considered for their temporary and permanent impacts. Aircraft pollutant concentration impacts will also be analyzed.

Noise. Terry A. Hayes Associates, LLC (TAHA) will also prepare a Noise Analysis. The report, which will address noise impacts related to temporary construction and permanent occupancy/operation of the proposed project, will analyze noise impacts generated by increased traffic in the vicinity of the site and the proposed uses. Consistency of the project with noise contours and the Noise Element will also be evaluated as the project site is located within two miles of Torrance Airport (LAX).

Additional Technical Reports

It is assumed that the following technical reports are not part of this proposal and will be prepared under the direction of the city of Torrance and Rock-Lomita LLC and provided to Gruen at the beginning of the DEIR preparation phase. Each of these reports will be reviewed by Gruen Associates and used in preparation of individual sections of the environmental analysis. The format for these reports shall be consistent with Gruen's EIR format. Content of these reports will also be included in the Appendices of the DEIR.

- Transportation/Traffic
- Hazards & Hazardous Materials (Phase I and Phase II, if necessary)
- Hydrology/Water Quality
- Utilities/Service Systems

It is assumed that the site plan, rendering(s), and any technical reports or data related to the Conditional use permit and Tentative Tract Map, will be prepared by the project applicant.

Content of the Draft EIR

The Draft EIR will address the project's setting, potential impacts, cumulative effects, recommended mitigation, and any unmitigated adverse impacts.

Gruen Associates will prepare the Land Use, Utilities, and Hydrology sections for the Draft EIR using project information provided by the City of Torrance and Rock-Lomita, LLC's engineering consultants. Gruen Associates will draft the text of the Air Quality and Noise sections using technical analyses and

information provided by our subconsultant, Terry A. Hayes Associates, LLC. Gruen Associates will also draft the text of the traffic and hazardous materials sections using analyses and information provided by Rock-Lomita's subconsultants. It is our understanding that a traffic analysis has already been drafted by Austin Faust for all three parcels and that it and the adequate hazardous materials information will be available prior to project initiation. We will be responsible for assembling the Draft and Final EIR for distribution.

The Draft Environmental Impact Report (DEIR) will include the following sections and subsections:

- Summary
- Introduction
- Project Description
- Environmental Setting, Impact and Mitigation Measures
    - Land Use
    - Transportation and Parking
    - Air Quality
    - Noise
    - Hazardous Materials
    - Utilities
- Alternatives
- Mandatory Findings of Significance
- Mitigation Monitoring
- Organizations and Individuals Consulted

Each subsection (Land Use, Transportation and Parking, Air Quality, Noise, Hazardous Materials, and Utilities) would be personalized to address the environmental issues raised in the Initial Study and concerns brought up during project scoping. The technical studies would be summarized in detail and included in the Appendix.

Land Use. The Draft EIR will address the consistency of the project with land use and zoning designations and policies of the General Plan, the compatibility of the proposed uses with adjacent designations and uses, and the potential for proximity and cumulative impacts of the proposed development. The project's conformity with the Southern California Association of Government (SCAG) Growth Management Plan will also be addressed.

Transportation. Gruen Associates will integrate the Traffic Analysis provided in the technical report prepared by Austin Faust into the transportation section of the Draft EIR. Gruen will incorporate the technical study prepared by Austin Faust into the Appendix. The City of Torrance staff will review and approve traffic information and analysis for consistency with city requirements before including in the DEIR. Access to the project from Lomita Boulevard and possible impacts at the intersection of Crenshaw and Lomita Boulevards, as well as other key intersections, will be addressed. Mitigation measures will be developed working closely with the City.

Air Quality. The Draft EIR will address construction and traffic-related air quality impacts of the proposed project as analyzed in the Air Quality Technical Report prepared by Terry A. Hayes

Associates, LLC. The air quality section would consider both mobile and stationary sources and temporary and permanent impacts. It is anticipated that the proposed project would result in air emissions and deterioration of ambient air quality in the project area. The air quality section would address mitigation measures as proposed in the Air Quality Technical Report.

Noise. The Draft EIR will address noise impacts related to construction and occupancy/operation of the proposed project as analyzed in the Noise Analysis prepared by Terry A. Hayes Associates, lLC. Noise impacts related to traffic and airport noise will be discussed in detail. The noise section will include appropriate mitigation measures, as necessary.

Hazards and Hazardous Materials. The Draft EIR will address potential impacts related to the former use of the site. It is Gruen's understanding that Rock-Lomita LLC has retained an environmental assessment consultant to review the site history and any past studies, status of remediation efforts, and any current development restrictions and prepare a Phase I Assessment. Gruen Associates will integrate the draft Phase I and any other hazardous materials studies prepared by this consultant into the document, and incorporate their technical study into the Appendix.

Utilities. The Draft EIR will address the existing capacity of utility systems in the project area such as electrical, natural gas, water, sewer and solid waste. Using generation factors for proposed uses, the EIR will assess the need for the expansion or construction of new facilities to serve the proposed project. Gruen Associates will prepare this section of the EIR using technical information provided by the City of Torrance Public Works Department and the Hydrology and Utility Report prepared by Rock-Lomita LLC's subconsultants.

In particular, the utilities section will address potential changes in existing drainage patterns, absorption rates, or the rate, amount and quality of surface runoff. As stated, it is Gruen's understanding that Rock-Lomita will retain a civil engineer to assess these storm water drainage issues and prepare a hydrology technical report. Gruen Associates will prepare the text for these sections of the EIR based on technical information and reports provided by the civil engineer.

The majority of the site is unpaved, compacted soil, and is not located within a flood hazard zone identified on Federal Emergency Management Agency (FEMA) flood zone maps. However, the site has experienced signs of flooding. Gruen will summarize the Hydrology and Utilities technical reports including analysis of existing and future storm drain capacity and demand.

Alternatives. The Draft EIR would include a range of alternatives to the proposed project. Such alternatives would include No Project, Existing Zoning (M2 - Industrial), Alternative Use, and Alternative Sites. Locations of related project sites may be utilized for this analysis. As required by CEQA, an environmentally superior alternative will be identified.

Mandatory Findings of Significance. CEQA guidelines require consideration of cumulative impacts based on a list of related past, present or anticipated projects, which could reasonably produce cumulative impacts. The City will provide a list of related projects at the start of the project. Discussion of cumulative impacts will be included at the end of each section. As allowed by CEQA, discussion of cumulative impacts shall cover only those reasonably considered to be significant, and

discussion will not be provided in as great detail as the effects attributable to the project alone.

Mitigation Monitoring. Pursuant to the Cortese Act, mitigation measures proposed under EIRs and Negative Declarations must be detailed in a Mitigation Monitoring Program (MMP) before the project is approved.[1] Gruen Associates will prepare the MMP as part of the Final EIR. Gruen Associates will prepare a table, which contains the MMP for project mitigation measures including the following information:

- The environmental impact being mitigated;
- The mitigation measure proposed;
- The agency responsible for implementing and for monitoring and reporting.

Circulation of the DEIR

In preparation for the circulation of the DEIR, Gruen Associates will develop the Notice of Availability and Notice of Completion. We will use the City's approved circulation list to develop the mailing labels. Gruen will also file the DEIR at the County Clerk's office, if requested by City staff.

Content of the Final EIR

Pursuant to circulation of the Draft EIR, Gruen Associates will prepare responses to public comments received, including excerpts of relevant EIR comments and a responsive City clarification or resolution of issues raised. The Final EIR will document public comments and responses to comments, as well as the Mitigation Monitoring Program necessary for project approval. The Final EIR will also contain changes and clarifications to the Draft EIR based on comment submitted. Per the City, the Draft EIR may be included as an Addendum.

Meetings

Gruen Associates will attend up to three public hearings in an effort to provide technical support to City staff and clarification of issues during the EIR review and approval process. Gruen Associates will attend up to six coordination meetings with the City of Torrance Planning Division staff, the City's attorneys, and Rock-Lomita, LLC. Gruen Associates will provide meeting minutes for meetings, if requested. It is assumed that the project applicant (Rock-Lomita, LLC) and their consultants will be at some of these meetings to facilitate coordination and communication. The City will arrange meetings with the developer.

DELIVERABLES AND SCHEDULE

This proposal is structured to provide a set of services necessary for CEQA compliance for environmental documentation of the project including preparation of the Draft EIR, production of the Final EIR and CEQA required notices related to both documents.

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[1] State of California. *CEQA B Mitigation Monitoring.* Public Resources Code, Section 21081.6. Adopted as AB3180 (Cortese), September 23, 1988.

In addition to proven environmental documentation preparation, plan development and project management capacities, prompt and responsive professional service are important components of Gruen's reputation. We recognize the importance of a schedule for environmental programs, which often form the basis for, and are on the critical path of, political decision-making processes; we take schedules seriously and adhere to them carefully.

The work program above and fee schedule below are tailored to provide the following deliverables within the following minimum time frames:

▪ Refined Project Description	4 Weeks from receipt of project initiation meeting, site plan and elevations[2]
▪ Land Use/Planning Analysis	3 weeks from completion of Project Description[3]
▪ Administrative Draft EIR (10 copies)	3 Weeks from close of Initial Study circulation[4]
▪ Draft EIR (50 copies)	2 weeks following approval by City Staff
▪ Hearing Draft Final EIR (5 copies)	1 month from close of Circulation Period[5]
▪ Final EIR (50 copies)	Following approval by Planning Commission

The response to comments period following circulation is estimated to be a minimum of two (2) weeks if no comments requiring significant additional study are received, and City review of the Hearing Draft Final EIR is two (2) weeks. Final certification of the EIR will depend on the timing and approval of the Planning Commission. We propose a ten-month timeframe from project initiation. This is achievable with City cooperation and adequate completion of technical studies from Rock-Lomita, LLC's subconsultants.

A preliminary schedule of the entire approval process is provided within this proposal based on our previous EIR project. A more refined schedule will be developed jointly with the City of Torrance Planning Division. Overall, we will commit to doing our part to achieve the schedule, and wherever possible, attempt to recover time lost due to events beyond our control.

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2 Assumes City review of Draft Project Description takes less than 1 week.

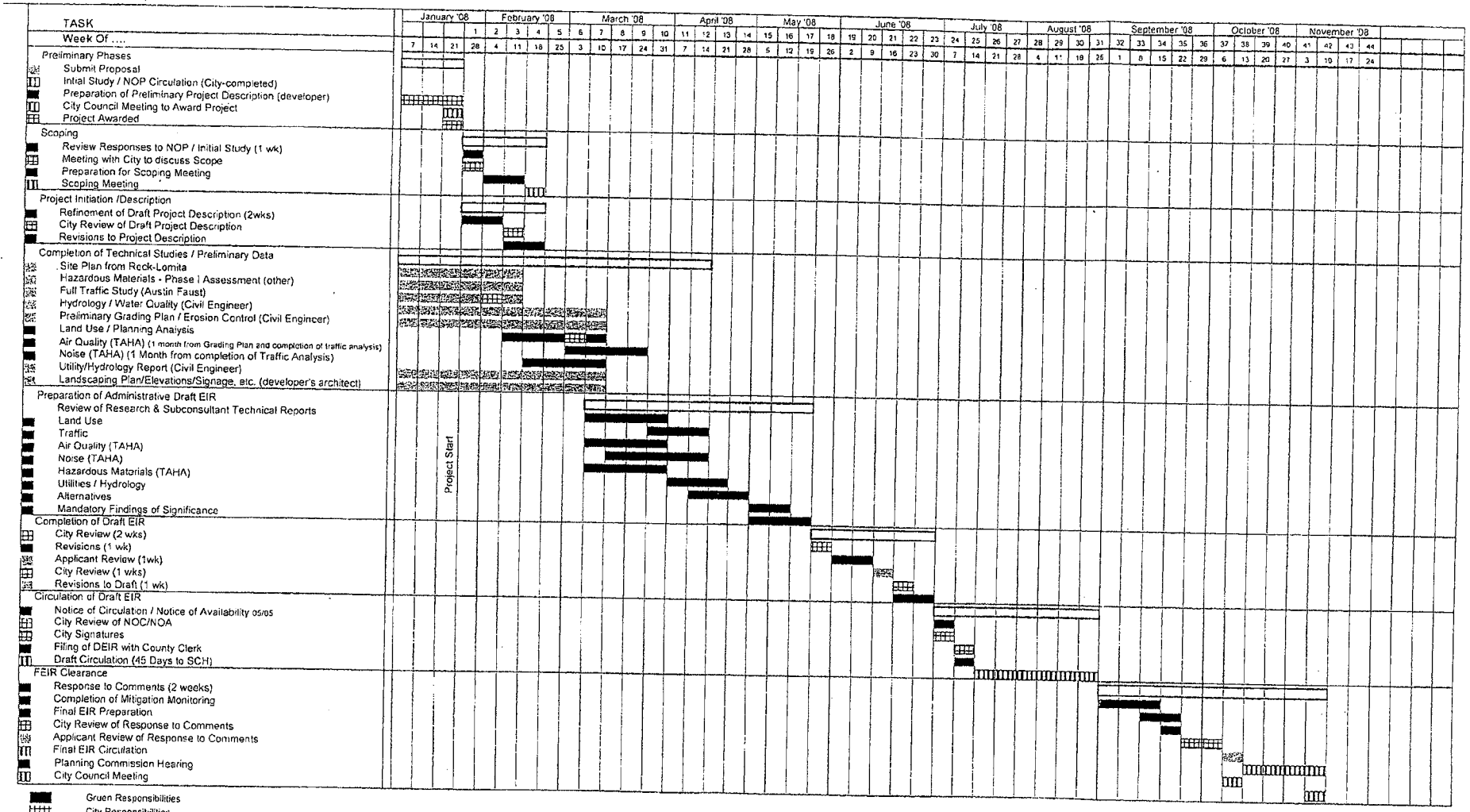
3 Assumes City review of Draft Project Description takes less than 1 week.

4 Assumes that (a) no substantial changes in scope beyond what was recommended in the Initial Study; (b) City review of Draft EIR is completed in three weeks, and that City provides comments to Gruen Associates in one round of review and Traffic Report is received within two weeks of project initiation; (c) preliminary grading plan is provided to Gruen within one month of project initiation. If technical studies are not complete within two months, then schedule would shift to accommodate the completion of technical studies.

5 Assumes City review of Hearing Draft EIR takes less than 2 weeks.

Preliminary Schedule for Preparation of an EIR
Lomita Boulevard, Torrance

GRUENASSOCIATES
ARCHITECTURE PLANNING INTERIORS



Gruen Responsibilities
City Responsibilities
Mandatory Meetings / Circulation Periods
Developer Responsibilities

Draft Schedule January 2, 2008

EXHIBIT B

COMPENSATION SCHEDULE

[To be attached]

ESTIMATED BUDGET

Gruen Associates proposes to undertake these projects in a similar manner to the other EIRs for Torrance. The services would be billed monthly utilizing Gruen Associates' standard billing rates, plus reimbursable expenses. Reimbursable expenses include transportation and mileage, telephone and fax communication, photography, blueprints and reproduction, postage and delivery, and miscellaneous expenses. Gruen Associates charges an additional 10 percent of consultants and other reimbursable expenses.

We estimate a budget of $126,480 to prepare Gruen Associates' portion of the tasks outlined in our Scope of Services plus an estimated $20,000 for Gruen Associates reimbursable expenses, $15,000 for the air and noise analysis and $5,000 for hazardous materials write-up prepared by Terry A. Hayes Associates, LLC. The total budget for the EIR is $168,480, not including fees of consultants retained by Rock-Lomita under separate contracts. Gruen's standard billing rates are attached as part of the cost estimate.

The fee for response to comments is based on the amount of comments received on the Draft EIR. We allocated $17,480 for this task, however the final amount may be more or less depending on the level of effort required. Gruen Associates will not exceed this total budget, without prior authorization from the City.

Gruen Associates would be pleased to provide additional support beyond the Scope of Services outlined for the EIR. Additional services such as attending weekly development team meetings will be considered extra services, and are not a part of the estimated budget. These extra services will be billed separately at Gruen standard billing rates plus reimbursables. If and when the necessary scope for additional services is defined, we would provide you with an updated budget. Gruen Associates will not perform these additional services unless requested by the City.

GRUENASSOCIATES
ARCHITECTURE PLANNING INTERIORS

2007
GRUEN ASSOCIATES'
STANDARD HOURLY BILLING RATE SCHEDULE

Partner	$ 220 - $ 380
Associate Partner	$ 170 - $ 210
Vice President	$ 140 - $ 175
Senior Staff	$ 110 - $ 160
Intermediate Staff	$ 65 - $ 125
Assistant Staff	$ 50 - $ 80
Junior Staff	$ 40 - $ 65

- Subject to annual adjustment
- Hearings and testimony (including preparation) at 1.5 times rate shown
- Overtime at 1.5 times rate shown

Attachment D

City of Torrance, Community Development Dept.
3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990
Jeffery W. Gibson, Director

Environmental Checklist Form

1.	**Project Title:**	Rockefeller Professional Center EAS07-00003, CUP07-00016 and TTM067341
2.	**Lead Agency Name and Address:**	City of Torrance Community Development Department 3031 Torrance Boulevard Torrance, CA 90503
3.	**Contact Person and Phone Number:**	Gregg D. Lodan, AICP Planning Manager (310) 618-5990
4.	**Project Location:**	2740 Lomita Boulevard Torrance CA 90505
5.	**Project Sponsor's Name & Address:**	Rock-Lomita, LLC 4 Park Plaza, Suite 540 Irvine CA 92614
6.	**General Plan Designation:**	Light Industrial
7.	**Zoning:**	M-2, Heavy Manufacturing
8.	**Description of the Project:**	The project is the development of a 23.58-acre parcel of land located on the south side of Lomita Boulevard at 2740 Lomita Boulevard. The development would involve the subdivision of the existing parcel into three. One parcel would be developed into a mixture of medical, professional office and light industrial pad buildings totaling 210,066 square feet. No improvements have been identified for the remaining two parcels.
	Surrounding Land uses and Setting:	The property is currently vacant and was previously developed industrially. Property to the north contains an oil tank farm. Property to the east includes a regional shopping center and a parcel affiliated with the oil tank farm. Properties to the south, and west are developed with industrial, offices, a big box retailer and other retail uses. The Torrance Airport is located further south.
	Other public agencies whose approval is required:	DTSC, Regional Water Quality Board,

ENVIROMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☒ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☒ Hazards & Hazardous Materials	☒ Hydrology/ Water Quality	☒ Land Use/ Planning
☐ Mineral Resources	☒ Noise	☐ Population/ Housing
☐ Public Services	☐ Recreation	☒ Transportation/ Traffic
☒ Utilities/ Service Systems	☒ Mandatory Findings of Significance	

DETERMINATION: On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☒ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Field Inspections and Assessment By:

Signature — Date: 12/20/07

CONCUR:

Gregg D. Lodan, AICP, Planning Manager
Secretary to the Planning Commission — Date: 12/20/07

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
1. AESTHETICS. Would the project:					
(a) Have a substantial adverse effect on a scenic vista?	1,2,8	☐	☐	☐	☒
(b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	8	☐	☐	☐	☒
(c) Substantially degrade the existing visual character or quality of the site and its surroundings?	1,2	☐	☐	☐	☒
(d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	11	☐	☐	☐	☒

The proposed project would not introduce incompatible visual elements within a field of view containing a scenic vista or substantially block a scenic vista. The project will involve the construction of professional structures that will enhance the visual character of the subject property. The project site does not contain a scenic resource and is not located on or near a designated state or city scenic highway. No historic buildings are located on site. The proposed project would not introduce new sources of light or glare which would be incompatible with the surrounding areas or which would pose a safety hazard to motorists using adjacent streets. The area contains numerous sources of night time lighting, including parking lot and street lights, architectural and security lighting and automobile headlights. The proposed project's exterior lighting will be directed and shielded to minimize light spilling onto surrounding properties and vehicular traffic. Glare is a common phenomenon in Southern California area due mainly to the high number of days per year with direct sunlight and the highly urbanized nature of the region, which results in a concentration of potentially reflective surfaces. The use of nonreflective surfaces adjacent to public rights-of-ways, in combination with the provision for extensive landscaping, will reduce heat and glare impacts to less than significant levels.

2. AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:					
(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	1,8	☐	☐	☐	☒
(b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	1,4	☐	☐	☐	☒
(c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	1,4	☐	☐	☐	☒

The proposed project would not result in the conversion of either local or state-designated prime agricultural land from agricultural use to a non-agricultural use. The project is not located on a property with agricultural activites on the site. It was formerly used in an industrial capacity. The project site is not agriculturally zoned and is surrounded by properties zoned for and developed with uses that are not agricultural. Therefore, the project will not affect agricultural resources.

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					
(a) Conflict with or obstruct implementation of the applicable air quality plan?	6,12	☒	☐	☐	☐
(b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	6,12	☒	☐	☐	☐
(c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative threshold for ozone precursors)?	6,12	☒	☐	☐	☐
(d) Expose sensitive receptors to substantial pollutant concentrations?	6,12	☒	☐	☐	☐
(e) Create objectionable odors affecting a substantial number of people?	6,12	☒	☐	☐	☐

An Air Quality Impact Report was required by the City to be performed for the project. Although Staff did not have issue with the areas that were addressed and the methodologies that were use in assessing potential impacts, Staff is concerned with with the limited scope of the potential projects impacts by analyzing a maximum potential of only 210,066 sq. ft. on only 14.04 acres of the 23.58 acre site. It is recommended that the air quality analysis be revised for the project and included in the EIR to address the areas of concern listed below and to ensure consistency with the South Coast Air Quality Management Plan and the Southern California Association of Government Regional Comprehensive Plan and Guide.

The Air Quality Analysis did not include the potential construction and operation of structures on the two remaining parcels that currently do not have proposals or designs developed. Once either a project is defined for the remaining two parcels or a comparable floor area ratio of the parcel proposed to developed is applied to the remaining 9.54 acres that comprise the two remaining parcels, the Air Quality Study must be revised to ascertain the potential impacts of the project on Air Quality, as well as recommended mitigation and monitoring measures.

As there is a direct correlation between traffic congestion and Carbon Monoxide (CO) impacts, corrections to the Traffic Study (which will be discussed in Section 15: "Transportation/Traffic" of this study) will first need to be completed in order to have a representative study of the project and potential impacts.

The study identifies The Bread of Life Church as the only sensitive receptor facility in the area. Based on the square footages and envisioned construction activities for the proposed square footages, emissions would either be within established thresholds or could be mitigated to be within thresholds. The revised Air Quality Study should also reassess the potential impacts to the Bread of Life Facility and operation based on a build out of the entire site to ensure that all potential emission impacts remain either beneath established thresholds or can be mitigated to be so.

The study notes that all odors would be typical of most construction sites and will generally be restricted to the site itself for the duration of construction activities. The study should also evaluate whether soils remediation will create any significant odors that have the ability to migrate from the site and recommend potential mitigating factors.

4. BIOLOGICAL RESOURCES. Would the project:					
(a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in	2, 8	☐	☐	☐	☒

ENVIRONMENTAL ISSUES:		Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	local or regional plans, policies, or regulation, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?					
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	2, 8	☐	☐	☐	☒
(c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	2, 8	☐	☐	☐	☒
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	2, 8	☐	☐	☐	☒
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	2, 8	☐	☐	☐	☒
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	2, 8	☐	☐	☐	☒

The Conservation Element of the Torrance General Plan and the General Plan EIR do not identify any threatened or endangered species in the City of Torrance. The project site had been developed with industrial uses for many years. It is entirely surrounded by other urban development of various types with no significant stretches of open space and no areas of significant biological resource valuse. The project site is not located in an environmentally sensitive area. No riparian, wetland or other sensitive natural community identified in local plans, policies or regulations or by the California Department of Fish and Game or the United States Fish and Wildlife Service occur on the project site. The project does not conflict with any conservation or preservation plans. For these reasons, the project has a less than significant impact on biological resources.

5. CULTURAL RESOURCES. Would the project:						
(a)	Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	2	☐	☐	☐	☒
(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	2	☐	☐	☐	☒
(c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	2	☐	☐	☐	☒

ENVIRONMENTAL ISSUES:		Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
(d)	Disturb any human remains, including those interred outside of formal cemeteries?	2	☐	☐	☐	☒

There is no evidence in the General Plan or General Plan EIR that there are any known historical, archeological, paleontological or geological resources on the site or in the immediate vicinity that might be indirectly affected by the development. There are no known human resources on the site. For these reasons, the project will not significantly affect Cultural Resources.

6. GEOLOGY AND SOILS. Would the project:						
(a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	5	☐	☐	☐	☐
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	5	☐	☐	☒	☐
ii)	Strong seismic ground shaking?	5	☐	☐	☒	☐
iii)	Seismic-related ground failure, including liquefaction?	5	☐	☐	☒	☐
iv)	Landslides?	1,5	☐	☐	☒	☐
(b)	Result in substantial soil erosion or the loss of topsoil?	5	☐	☐	☒	☐
(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	5	☐	☐	☒	☐
(d)	Be located on expansive soil, as identified in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	5	☐	☐	☒	☐
(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	5	☐	☐	☒	☐

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact

The City of Torrance is located in a seismically active area, however, the project site does not lie within or immediately adjacent to an Alquist-Priolo Earthquake Fault Zone, nor are there any active or potentially active faults identified by the State as being on the site. The nearest fault considered active is the Newport-Inglewood Fault, which is located two miles north of the City boundary. The project would not expose people to the rupture of a known earthquake fault zone. The Uniform Building Code (UBC) provides the only available mitigation, in that it sets procedures and limitations for design of structures based on seismic risk and the type of facility. All proposed construction will be subject to all applicable provisions of the UBC.

Since the project site and area surrounded by the development are flat, there is no risk of landslides occuring. The property will be subject to grading to conform to the requirements of the Torrance Municipal Code and the UBC with regards to soil compaction and drainage. Erosion will be controlled by standard erosion control measures imposed in conjunction with the issuance of a grading permit. The project does not create the potential for significant increases in erosion of the project site or surrounding areas.

7. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
(a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	1	☐	☐	☐	☒
(b) Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	13	☐	☒	☐	☐
(c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	13	☒	☐	☐	☐
(d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	14	☐	☒	☐	☐
(e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	4,13	☒	☐	☐	☐
(f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	4,13	☒	☐	☐	☐
(g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	5,13	☐	☐	☐	☒
(h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where	4,5,8	☐	☐	☐	☒

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact

wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Although the project site is not listed on the Department of Toxic Substances Control List of Hazardous Materials Sites (otherwise known as the Cortese List), several site assessments over the years have identifed several areas of concerns with regards to contaminant concentrations at the site. Both Phase I and Phase II site assessments have identified remanents of past agricultural, oil and industrial uses that have impacted soil and groundwater through past pesticide sprays, both above and underground chemical storage facilities/tanks and manufacturing activities. A work plan has been prepared by the applicants consultant and is currently under review by DTSC. This work plan intends on further defining the specific placement of concerned metals, chemicals, USTs, etc., that were previously abandoned in place and affected areas of the property. Such areas will be defined as to the levels of concentration and the proposed mitigation measures and will be presented to the Torrance Fire Department Hazardous Materials Division, or agency to which lead authority is deferred to. Such a plan should incorporate continual monitoring to avoid risks to surrounding properties and potential tenants of the subject property both during and post construction activities.

A day care center is located just west of the subject property, at the Bread of Life Church, and any dry hole oil wells on the subject property that may impact the operation of the facility should be included in the EIR analysis.

The property is located within proximity to the Torrance Airport and an analysis of the potential impacts of increasing the concentration of the number of people employed and engaging in business activites at this location should be included in the EIR analysis.

The proposed development of a professional Business and Light Industrial Park project in this location will not involve hazardous materials beyond that of a typical development in terms of construction and oepration. Although some temporary, partial street closures may be necessary for some construction activities, the proposed project would not substantially impede public access or travel upon public rights-of-way and would not interfere with any adopted emergency response plan or emergency evacuation plan. The project is located in an urbanized area that does not contain expanses of wildland area and therefore does not pose potential fire hazard involving wildland fires.

8. HYDROLOGY AND WATER QUALITY. Would the project:

(a)	Violate any water quality standards or waste discharge requirements?	5	☐	☐	☐	☒
(b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?		☐	☒	☐	☐
(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		☐	☒	☐	☐
(d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?		☐	☒	☐	☐

ENVIRONMENTAL ISSUES:		Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
(e)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?		☒	☐	☐	☐
(f)	Otherwise substantially degrade water quality?	5	☐	☐	☐	☒
(g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	5	☐	☐	☐	☒
(h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	5	☐	☐	☐	☒
(i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	5	☐	☐	☐	☒
(j)	Inundation by seiche, tsunami, or mudflow?	5	☐	☐	☐	☒

Drainage and surface runoff related to short-term construction activities will be controlled pursuant to the provisions of the Grading Permit. Soil absorbtion rates will be altered as a result of the construction of the project. The requirements of the Torrance Municipal Code and the Uniform Building Code will direct drainage and surface runoff to the storm drain system and the project will be subject to the requirements of the Standard Urban Stormwater Mitigation Plan (SUSMP). As a prerequiste to obtaining a Grading Permit, an Erosion Control Plan providing Best Management Practices (BMP) to control the discharge of storm water pollutants, including sediments associated with the construction activities will to be submitted to and approved by the Grading Division of the Building and Safety Department in accordance with the National Pollution Discharge Elimination System (NPDES) and SUSMP regulations.

No residential is identified as a part of this proposal. The water quality of the runoff from the proposed project is expected to be comparable to that generated by other professional developments.

The project is located in an area that experiences localized flooding occasionally. The EIR should include analysis of the Storm Drain system to determine if additional facilities or improvements to the existing system are needed. The EIR should also provide recommendations for an increase of permiable areas in the project design in areas such as the parking lot, landscaped planters around the building and in the parking lot and the use of paver walkways.

9. LAND USE AND PLANNING. Would the project:						
(a)	Physically divide an established community?	1, 4	☐	☐	☒	☐
(b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	1,3,4	☐	☐	☐	☒

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
(c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	1,8	☐	☐	☐	☒

This site has a General Plan Land Use Designation of Light Industrial, which is characterized by a wide variety of industrial uses including traditional manufacturing as well as business park uses. The Light Industrial General Plan designation is implemented by the M-1: Light Manufacturing District. Even though this site is currently zoned M-2: Heavy Manufacturing District, it does allow for all M-1 uses. This site is also located in the middle of the Southern Industrial District, a very large industrial district roughly bounded by Pacific Coast Highway, Crenshaw Boulevard, Hawthorne Boulevard and the properties just north of Lomita Boulevard.

Regional shopping centers and facilities surround the project site to the East, The Crossroads Shopping Center" and South, Costco and Sam's Club. In order to allow for connectivity from site to site and reduce vehicle trips onto public roadways, staff has encouraged the applicants to accommodate easements for cross access to ensure that the new development will not be physically divided from the existing surrounding uses. The proposed development, including the proposed uses of Professional Office, Medical In-Out patient care services and Light Industrial/R&D uses are all Conditionally permitted in the zone and appropriate for the area. The proposed Floor Area Ratio of 0.33 is well within the maximum build out of the property identified by the existing General Plan of 0.60.

10. MINERAL RESOURCES. Would the project:					
(a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	1	☐	☐	☐	☒
(b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	1	☐	☐	☐	☒

There are no known mineral resources in the vicinity, therefore, the proposed development will not negatively impact mineral resources.

11. NOISE. Would the project result in:					
(a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	3,4,15	☐	☒	☐	☐
(b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	3,4,15	☐	☒	☐	☐
(c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	3,4,15	☐	☐	☒	☐
(d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	4,15	☐	☒	☐	☐
(e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the	3,4,15	☐	☒	☐	☐

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
project expose people residing or working in the project area to excessive noise levels?					
(f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	4	☐	☐	☐	☒

The area is subject to potential exposure groundborne and airborne noise from adjacent traffic, industrial uses as well as from air traffic related to uses at the Torrance Airport. A noise study was prepared that analyzed the potential noise impacts on the surrounding area. One sensitive receptor, The Bread of Life Church, was identified as a sensitive receptor interms of potential noise concerns during construction activities. Especially during Grading activites, the facility located just 35 feet from the project site's northwestern corner, could experience noise levels at or near the 90 dBA. To mitigate both significant potential grading and construction noise impacts the study identified four (4) mitigation impacts that, in conjunction with existing Torrance Noise and Construction hour restrictions, will mitigate the significant impacts to less than signficant by bringing the generated noise levels to within 5 dBA of ambient noise levels. The mitigation measures include:

N1) All construction equipment shall be equipped with mufflers and other suitable noise attentuation devices;

N2) Grading cosntruction contractors shall use quieter equipment as opposed to noisier equipment (equipment with rubber tires rather than tracks);

N3) Equipment staging areas shall be located on the eastern portion of the project site, as far away as possible from the Bread of Life Church.

N4) An eight-foot temporary sound barrier (such as a solid wood fence) shall be erected along the project's northwest property line, beginning from Lomita Boulevard and extending approximately 450 feet to the south.

The development of a professional buisiness park in this area is not expected to significantly increase the amount of ambient noise levels in the vicinity once completed as the project would be subject to meeting the existing Torrance Ordinance ordinance and Title 24 requirments for noise attentuation for both indoor and outdoor noise levels.

12. POPULATION AND HOUSING. Would the project:					
(a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	1,2	☐	☐	☒	☐
(b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	1,2,4	☐	☐	☐	☒
(c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	1,2	☐	☐	☐	☒

The project represents the development of an industrial business park on property previously developed with a variety of industrial uses and structures. The project is consistent with both the land use designation and zoning requirrements and will not displace any existing housing thus the project will not have a negative impact on population and housing.

13. PUBLIC SERVICES					
(a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant	2	☐	☐	☐	☒

ENVIRONMENTAL ISSUES:		Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
(i)	Fire protection?	2,5	☐	☐	☒	☐
(ii)	Police protection?	2,5	☐	☐	☒	☐
(iii)	Schools?	1,2	☐	☐	☒	☐
(iv)	Parks?	2,9	☐	☐	☒	☐
(v)	Other public facilities?	2	☐	☐	☒	☐

Although demands for services cannot be determined with precision at this time, this project will contribute to cumulative demand for emergency service provided by the Fire Department. However, the impact of this project alone is not expected to be significant. There are adequate fire, police, park and public maintenance services provided by the City of Torrance available to service the proposed development. Since this is not a residential proposal there will be no school age population generated. Since November of 2005, the City of Torrance has collected a Development Impact Fee (DIF). The DIF is a one-time cost other than a tax or special assessment fee that is charged by a local government agency. The DIF is applied to pay a portion of the costs identified for public facilities used for transportation services, undergrounding of utilities, sewer and storm drain. As of January 2007, the DIF fees were also extend to cover Police and Fire Facilities.

Therefore, the project will not have significant impact with regard to public services.

14. RECREATION:

(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		☐	☐	☒	☐
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?		☐	☐	☒	☐

The subject property was not previosly used for recreation. As there are no residential units on site, the project is not expected to significantly increase demand for public recreational services.

15. TRANSPORTATION/TRAFFIC. Would the project:

(a)	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number or vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	16	☒	☐	☐	☐
(b)	Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	16	☒	☐	☐	☐

ENVIRONMENTAL ISSUES:		Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
(c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	2,5	☐	☐	☐	☒
(d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	3,11	☐	☐	☐	☒
(e)	Result in inadequate emergency access?	3,11	☐	☐	☐	☒
(f)	Result in inadequate parking capacity?	3,11	☐	☐	☐	☒
(g)	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	1,3,4	☐	☒	☐	☐

The proposed development is located in proximity to heavily impacted intersections, such as Lomita & Crenshaw Boulevards, Lomita & Hawthorne Boulevards, Crenshaw Boulevard & Pacific Coast Highway, Hawthorne & Sepulveda, Hawthorne & Pacific Coast Highway. These intersections currently operate at a Level of Service (LOS) of F. A traffic study was prepared that idenitifed 21 intersections that significantly impacted by the proposed development. These intersections extend beyond the City Limits to intersections also located within Lomita, Los Angeles, Rolling Hills Estates and unincorporated Los Angeles County jurisdictions. The study noted only one method of mitigation, Automated Traffic Survelliance and Control (ATSAC), which is not considered as an acceptable mitigating factor for the City of Torrance.
The study should be revised to reassess a full buildout of the project into the currently two vacant parcels with at the same 0.34 Floor Area Ratio (FAR) as the current proposal. The study should also update the Project Lists used for background figures to reflect current status of developments of projects noted. The study, must also identify, feasible mitigation measures accepted by the City of Torrance under Traffic Demand Management (TDM) policies in place. The study should also examine the traffic generated by potential alternative developments. The study should also discuss sustainble traffic design practices in terms of inclusion of desginated parking spaces for Car/Vanpool and hybrid vehicles, bike racks and shower/changing facilities for employees, and other commonly accepted by the United States Green Building Council under the "LEED" program for New Construction 2.2.

The project is currently designed to meet the City's parking requirements and will provide sufficient emergency access.

16. UTILITIES AND SERVICE SYSTEMS. Would the project:						
(a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	2,5	☐	☐	☒	☐
(b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	2,5	☐	☐	☒	☐
(c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	2,8	☒	☐	☐	☐

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
(d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	2	☒	☐	☐	☐
(e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	2,5,7	☐	☐	☒	☐
(f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	2,8	☐	☐	☒	☐
(g) Comply with federal, state, and local statutes and regulations related to solid waste?	2,8	☐	☐	☒	☐

Utilities and infrastructure systems are in existence as the property was previously occupied by a number of large and medium sized industrial uses. This infrastructure has not serviced the site for approximately 10 years and may be required to be upgraded. The project will be serviced by the County's sewer system. The analysis for this project should include a Sewer Study and a Storm Drain Study. The area is characterized by occasional local flooding and the provision of additional storm water facilities may be required. The construction of any sewer improvements in accordance with the sewer study, shall be completed prior to occupancy. The project will increase the amount of impervious surfaces and therefore the amount of run off from the site. As such, the development should incorporate low/impact development items for maximized infiltration of storm water. The project is not expected to exceed the capacity of the wastewater treatment facilities or landfills. Rubbish service will not be provided by the City of Torrance. The project will be required to find a provider, and along with conditions of approval requiring recycling of refuse items, the service provider is required to meet state and local mandates for recycling. It is also noted that the City of Torrance has implemented a Development Impact fee that a portion of the fee is used towards maintenance and improving infrastructure in the area.

17. MANDATORY FINDINGS OF SIGNIFICANCE:

(a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	2	☐	☐	☒	☐
(b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	12,13, 15,16	☒	☐	☐	☐

The project involves the construction of a professional office development on a property zoned for and previously occupied by industrial uses. The property is located in an urban area and there is no evidence that the project will result in any adverse impact on the fish and wildlife resources and their habitat or plant materials.

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Further analysis of issues such as traffic, soils, air quality, noise, sewers and storm drains is required prior to determining whether any impacts may be cumulatively considerable. The EIR should address this issue.					
(c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	12,13, 15,16	☒	☐	☐	☐
Further analysis of issues such as traffic, soils, air quality, noise, sewers and storm drains is required prior to determining whether any environmental impacts may cause substantial adverse impacts on human beings.					

18. EARLIER ANALYSIS:

a) The General Plan Update Final EIR, 1992, is a program EIR pursuant to Section 15168 of the CEQA Guidelines. Pursuant to CEQA and the CEQA Guidelines, a program EIR may (1) serve as the basis for determining whether the later activity may have any significant effects, and (2) be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole. This Initial Study incorporates the analysis contained in the General Plan EIR.

19. SOURCE REFERENCES:

1. City of Torrance General Plan Land Use Element and Land Use Map, October 1992
2. General Plan Final Environmental Impact Report, SCH #1990010318, October 1992
3. City of Torrance Municipal Code, Division 9: Planning & Land Use
4. City of Torrance Zoning Map
5. City of Torrance General Plan Safety Element
6. Air Quality Handbook for Environmental Impact Reports – 1993, South Coast Air Quality Management District
7. City of Torrance General Plan Circulation Element
8. City of Torrance General Plan Conservation Element
9. City of Torrance General Plan Parks and Recreation Element
10. San Diego Traffic Generators
11. Project Plot Plan, Floor Plan and Elevations
12. Air Quality Impact Report – May 2007 Terry A. Hayes Associates LLC
13. Supplemental Site Investigation and Pilot Study Work Plan – April 2007 Ardent Environmental Group, Inc.
14. California Department of Toxic Substances Control - http://www.dtsc.ca.gov/SiteCleanup/Cortese_List.cfm
15. Noise Impact Report – May 2007 Terry A. Hayes Associates LLC
16. Traffic Analysis – May & September 2007 Austin-Foust Associates, Inc.

20. ATTACHMENTS:

1. Location and Zoning Map