

**MOORPARK CITY COUNCIL  
AGENDA REPORT****TO: Honorable City Council****FROM: John Brand, Senior Management Analyst****DATE: June 11, 2008 (CC Meeting of 6/18/2008)****SUBJECT: Consider Professional Services Agreement with ENVIRON International Corporation as Consultant for the Update of the Local Multi-Hazard Mitigation Plan****SUMMARY**

The Disaster Mitigation Act of 2000 requires that all local governments adopt an approved Multi-Hazard Mitigation Plan. The purpose of the Plan is to demonstrate that the "jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision-makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding."

**BACKGROUND**

On March 5 the City Council approved a Request for Proposals (RFP) for professional services to complete an update to City's Multi-Hazard Mitigation Plan. The purpose of the RFP is to maintain the City's commitment to fulfill the requirements of the Disaster Mitigation Act. The final Multi-Hazard Mitigation Plan is subject to review and approval by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (OES).

**DISCUSSION**

The City's RFP was properly advertised, and staff proactively contacted approximately eleven firms with experience in preparing similar documents. RFP's were distributed to those and to other firms, including copies of the RFP to two plan rooms, where they can be reviewed by many potential bidders. Staff conducted two (2) pre-proposal meetings which were attended by four (4) firms. Proposals were due on May 29, 2008.

One proposal from ENVIRON International Corporation was received, with RBF Consulting as a subcontractor to ENVIRON. The two firms have the necessary

qualifications and experience, and the proposal was found to be complete and responsive. ENVIRON would be the lead contractor. RBF Consulting has worked for the City in a similar capacity (Geographic Information Systems) with the Community Development Department for mapping services related to General Plan updates. ENVIRON has worked on similar plans for other government agencies. The proposal cost, \$27,185 is slightly higher than the staff estimate of \$25,000. However, sufficient contingency funds are requested in the FY 2008-2009 budget proposal.

Staff inquired why the other firms chose not to submit proposals. Most stated that their corporate preference was to devote their efforts to bidding on complete new plans using their proprietary templates and format, in contrast to this RFP which required working from the existing document. Others indicated that the job was too small.

### **FISCAL IMPACT**

The estimated total cost of these services is \$30,000 including a 20% contingency. The current FY 2007/08 Emergency Management budget has \$25,000 budgeted, however, the money will not be expended since the work will not begin until FY 2008/09. Staff will add \$18,500 to the funds already budgeted in FY 2008/09 to fully fund the project.

### **STAFF RECOMMENDATION**

Approve Agreement for Professional Services and authorize City Manager to sign subject to final language approval by the City Manager and City Attorney.

Attachments:           1. Agreement  
                              2. Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF MOORPARK AND  
ENVIRON INTERNATIONAL CORPORATION FOR  
REVIEW, UPDATE, AND COMPLETION OF THE LOCAL  
MULTI-HAZARD MITIGATION PLAN**

This Agreement is made and entered into in the City of Moorpark on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Environ International Corporation, a California corporation providing consulting services ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. Term**

This Agreement shall commence on July 1, 2008 and shall remain and continue in effect until the tasks described herein, and on any amendments hereto, are completed, unless sooner terminated pursuant to the provisions of this Agreement.

**2. Services**

City hereby retains Consultant in a contractual capacity to perform consulting services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

**3. Performance**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder to meet its obligations under this Agreement.

**4. Responsible Individuals**

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Consultant and City shall be Assistant City Manager Hugh Riley, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the scope of services or change Consultant's compensation, subject to Section 5 hereof.

**5. Payment**

a) For providing services as specified in this Agreement, City shall pay and Consultant shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Consultant, beyond the Scope of Work for this Agreement, Consultant may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Consultant will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

**6. Incorporation by Reference**

a) The City's Request for Proposals (RFP) and the Vendor's Proposal Submission are hereby incorporated in and made a part of this Agreement. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposals; (3) Proposal Submission.

b) All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

**7. Suspension or Termination of Agreement without Cause**

a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

**8. Default of Consultant**

a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Consultant is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**9. Indemnification for Professional Liability**

Consultant agrees to indemnify, protect, defend, and hold harmless the City of Moorpark, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants in the performance of professional services under this agreement.

**10. Indemnification for Other than Professional Liability**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its officials, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, subconsultants, or contractors and subcontractors of Consultant.

**11. General Indemnification Provisions**

## Attachment 1

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Section 9 and 10 of this Agreement.

### **12. Insurance**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

### **13. Independent Consultant**

a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

### **14. Notices**

## Attachment 1

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

Consultant: Paul D. Harper, Principal  
ENVIRON International Corporation  
707 Wilshire Boulevard, Suite 4950  
Los Angeles, CA 90017

### **15. Assignment**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

### **16. Entire Agreement**

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral Agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

### **17. Anti-Discrimination**

In the performance of the terms of this Agreement, Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision

may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

**18. General Conditions**

a) Consultant agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Consultant agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Consultant performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Consultant or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Consultant or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Consultant.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

**19. Governing Law**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

**20. Authority to Execute this Agreement**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that this individual has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MOORPARK:**

**CONSULTANT:**

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Paul D. Harper  
principal

**ATTEST:**

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services  
Exhibit "B": Insurance Requirements

## EXHIBIT B

### **Insurance Requirements**

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent consultants ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall

be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with

these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

# ENVIRON

Proposal

Review, Update and Completion of the Draft  
City of Moorpark Multi-Hazard Mitigation Plan

for

City of Moorpark, California



**ENVIRON International Corporation**

May 2008



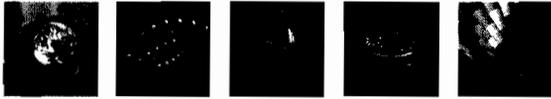
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## Attachments

1. Project Schedule
2. Detailed Cost Analysis
3. Resumes of the ENVIRON/RBF Team





## ■ Project Overview and Qualifications

ENVIRON International Corporation (ENVIRON) is pleased to respond to the City of Moorpark (City) Request for Proposal (RFP) for review, update, and completion of its Draft Multi-Hazard Mitigation Plan (Draft Plan). ENVIRON understands that the City is looking for a qualified consultant to refine and update the existing Draft Plan and bring it into compliance with the requirements of the Disaster Mitigation Act (DMA) of 2000 and the Federal Emergency Management Agency (FEMA) approval criteria under 44 CFR Part 201.6. According to information presented in the RFP, and provided by the City during pre-bid meetings of April 22 and May 6, 2008, the City considers the existing Draft Plan to be approximately 80% completed, with only the flood maps needing significant update. As such, ENVIRON understands that the project will involve a thorough review of the existing Draft Plan, development of a Scope of Work with recommendations for the necessary steps to update, complete, and finalize the Draft Plan, development and implementation of a Public Participation Program (PPP) that is in general conformance with the requirements of FEMA and the California State Office of Emergency Services (OES), review of the applicability of California Environmental Quality Act (CEQA) to adoption of the finalized Plan, and facilitation of approval and adoption of the finalized Plan by the Moorpark City Council, FEMA, and the OES.

ENVIRON has partnered with RBF Consulting (RBF) for this effort and together, the ENVIRON/RBF Team is uniquely qualified to assist the City in completing this project. ENVIRON has successfully teamed with RBF, on many diverse environmental projects and has a strong working relationship with RBF. We have summarized below our unique qualifications and the basis of our Proposal.

- ENVIRON has worked closely with clients and public agencies on numerous projects involving establishment of viable emergency response, disaster recovery and business continuity plans. Paul Harper, as the lead technical reviewer of the Draft Plan brings over 25 years of experience writing, negotiating, and obtaining approval for such plans.
- ENVIRON is a recognized leader on human health risk issues and has worked closely with staff at FEMA, the California Environmental Protection Agency (Cal-EPA), Office of Environmental Health Hazard Assessment (OEHHA), and the Department of Toxic Substances Control (DTSC) all of whom may play a role in approving and adopting the finalized Plan.
- RBF brings state of the art Geographic Information System (GIS) Mapping capabilities and CEQA expertise and experience to the Team. Diane Ray, as Senior GIS Analyst, will be providing the GIS mapping and analysis necessary to complete the Plan. Diane Ray, with over 28 years of experience, has extensive expertise in creating, implementing and analyzing data for various types of projects.



- RBF presently is contracted with the City to provide On-Call GIS Services. RBF has created various maps for the Community Development department.
- The ENVIRON/RBF Team is familiar with the site, its environmental issues, City staff, and the FEMA/OES approval process.

The ENVIRON/RBF Team has the experience and expertise to fulfill the requirements of the City's RFP. ENVIRON's experience working with FEMA and other disaster management agencies, RBF's relationship with the City and its staff, plus ENVIRON's long working relationships with RBF, place the ENVIRON/RBF Team in a unique position to move the project forward immediately, efficiently, and cost-effectively.

Our proposal is specifically organized in a manner that meets all of the Proposal content requirements specified in Section III of the RFP. Section 1 provides an introduction to ENVIRON and RBF. Section 2 specifically identifies the names of individuals to be assigned to the project and lists the qualifications of key individuals and resources. Sections 3 and 4 provide our project understanding and technical approach, including description of the recommended process and individual tasks for completing the Draft Plan review, development of a Scope of Work for finalizing the Draft Plan, and for meeting the public participation requirements of OES and FEMA. Section 4 also describes our participation in meetings with City staff once a week until the Scope of Work is developed and submitted to the City for approval. Section 4.6 provides a general timeline for project completion and an estimated cost for completion of this first phase. Section 5 provides reference project descriptions, including contacts and phone numbers for similar work completed by ENVIRON and RBF.

It is recognized that completing some of the tasks listed in Section III of the RFP, such as providing the City a general list of data and information needed to develop a Multi-Hazard Mitigation Plan Update, cannot be completed until a review of the Draft Plan is completed, and is therefore, outside the scope of this proposal. Similarly, the scope and total cost of updating the Draft Plan cannot be completed until after the Draft Plan has been reviewed, but will be included in the Scope of Work for Draft Plan update, which will be provided to the City for its approval as part of the scope presented in this proposal.



## ■ Section 1 – Introduction

ENVIRON is an 1,100-person, privately held, environmental and health consulting firm with offices located throughout the United States, Europe, Asia, and Australia. Founded in 1982, ENVIRON has gained a national reputation as a leader in the areas of risk assessment and risk management, ecological risk assessment and sediment management, environmental impact assessment and planning, environmental due diligence, site characterization and remediation, solid and hazardous waste management, and litigation support. ENVIRON's wide array of public and private sector clients includes federal regulatory agencies and policy arms, state and local governments, as well as Fortune 100 companies, leading law firms, and industrial trade associations. Through the successful completion of thousands of assignments throughout the world, ENVIRON has earned an international reputation as a technically excellent, objective, and astute consulting firm, and as a leader in developing creative solutions to our clients' most challenging problems. Additional information on ENVIRON's environmental sciences, engineering, and technology services is available at <http://www.environcorp.com/practices/>. Recent related work has been conducted for clients in California, and the southeastern United States. These projects are detailed in Section 5.

ENVIRON's Irvine and Los Angeles offices comprise the Southern California Business Unit (SCBU). The SCBU holds a large body of experience for hazardous materials assessment, remediation, and risk assessment services, with a force of over 50 environmental professionals. This project will be directed from ENVIRON's Los Angeles office located at 707 Wilshire Boulevard, Suite 4950, with management, assistance, and support from our Irvine and Phoenix, Arizona offices. Staff from ENVIRON's SCBU and Phoenix offices will work seamlessly in the execution of this project, as we have on numerous projects throughout California and the Southwest.

RBF Consulting is a full service consulting firm providing planning, engineering, surveying, GIS, and related professional services. RBF is a private corporation founded in California in 1944. The firm offers a professional staff of 930 employees located throughout the western United States. RBF, with a multidisciplinary approach, is able to provide the client with a timely, cost effective product while maintaining quality and responsive service by a qualified and experienced staff. RBF has the experience, organizational resources, and management capabilities to provide a complete range of services for both large and small-scale projects. Over 85 percent of RBF's work is for repeat clients, which is a testimony to the firm's client service capabilities and dependability.

RBF is recognized as a leader in GIS with over 20 years of experience in designing, and implementing GIS. Since 1986, RBF has remained on the forefront of GIS technology and has pioneered a variety of applications customized to assist clients with their unique needs. RBF's experienced staff provides analyses, system planning and implementation, as well as reports and analytic exhibits that can help to integrate understanding of complex issues. RBF understands the Ventura County region intimately, as our Camarillo office is located at 505 Verdugo Way and has been serving Ventura County for over 15 years.

## ■ Section 2 – The ENVIRON/RBF Team

The ENVIRON/RBF Team has been assembled to provide the best group of experts for the project, including personnel with decades of experience in the fields of emergency management, risk management, health and safety management, and digital data management. All key team members have extensive, directly applicable experience on work related to fulfillment of the City's requests, as presented in its RFP. The key ENVIRON/RBF Team members will include:

- Paul D. Harper, Principal-in-Charge;
- James Solyst, Senior Technical Advisor;
- Mauricio Escobar, Senior Manager;
- Nicholas L. Steenhaut, PE, Senior Associate
- Seema Sutarwala, PG, CEG, Senior Associate
- Karen Underhill, PhD, GISP, Project Manager
- Diane E. Ray, Senior GIS Analyst
- David Kirby, GIS Specialist.

Along with being intimately familiar with issues and constraints related to the project, ENVIRON has a long track record of managing projects related to emergency and disaster management, human health, and ecological risk assessment and risk management, and litigation support projects. Additionally, the ENVIRON/RBF Team is familiar with FEMA, OES, and the CEQA process, the latter which will be researched as to its applicability to the project. RBF also has an established working relationship with the City and is familiar with its mapping standards and formats. Additional information on ENVIRON and RBF is available at our web sites, <http://www.vironcorp.com/> and <http://www.rbf.com/>, respectively.

### ■ **Paul D. Harper**

Paul has more than 25 years of experience in environmental and health and safety management and engineering and risk management. His experience has focused on corporate management of Environmental Health and Safety (EHS) and Risk Management matters, including safety improvement, loss prevention, insurance acquisition, productivity, dealing with complex environmental liabilities in mergers and acquisitions, bankruptcy and corporate restructurings, remediation, and EHS management systems.

### ■ **James Solyst**

Jim has more than 25 years experience in the field of emergency management; advising Governors, state agencies, and industry executives on their responsibilities and vulnerabilities; and in developing prevention, preparedness and response strategies. He is the author of several books and articles on the role of government and industry in preparing for and responding to emergencies; and he has given presentations around the world to professional societies, academia, industry and governments.

While with the National Governors' Association (1982-1994). Jim worked closely with the Office of the Governor in California, which included OES. In addition, he received funding

from FEMA to provide emergency management services to Governors' offices and state emergency management agencies. Mr. Solyst also received funding from the U.S. Environmental Protection Agency to work with state agencies, including emergency management agencies such as OES, regarding the implementation of the Emergency Planning and Community Right-To-Know Act.

#### ■ **Mauricio H. Escobar**

Mauricio is a California Professional Geologist with twelve years of experience budgeting, designing, managing, and implementing environmental investigations for private clients and public agencies. He has substantial experience managing, negotiating, and coordinating corrective action risk-based closures for residential, commercial, and industrial facilities being considered for reuse or redevelopment. Mr. Escobar has worked on numerous projects under the oversight of the California Department of Toxic Substances Control, the California Regional Water Quality Control Board, and other agencies throughout California. In addition, he has experience working on projects involving air toxics monitoring and risk analyses from industrial facilities to nearby sensitive receptors. Mr. Escobar holds a BA in Earth Science from the University of California at Berkeley.

#### ■ **Seema Sutarwala**

Seema has over eight years of experience in the fields of environmental investigation and analyses, engineering geology, geotechnical engineering, and litigation support. Ms. Sutarwala holds a BS in Geology from the College of William and Mary and a MS in Geology from Vanderbilt University. She is also a California-licensed Professional Geologist and Certified Engineering Geologist. Ms. Sutarwala has managed multiple projects which include preparation of presentations and written reports. She has provided consultation services to public agencies, developers, insurance companies, and attorneys. She has experience in implementing environmental investigations for private clients in conjunction with governmental agencies. In this capacity, she has performed site history analyses, public agency document research, peer review of reports and plans, and literature research. As part of her academic research in coastal hazard mapping, she produced a coastal flooding and erosion hazard map of a barrier island in Florida by combining data from historical hurricanes with current coastal hazards.

#### ■ **Nicholas L. Steenhaut**

Nicholas has over four years of experience in the fields of litigation support and environmental compliance and enforcement. Mr. Steenhaut holds a MS in Environmental Engineering from the University of Ghent, Belgium. He also has a MEng in Engineering Management from Cornell University. Mr. Steenhaut has managed multiple database projects involving the study of regional environmental conditions using GIS software.

#### ■ **Karen Underhill**

Karen Underhill has over 15 years of experience in the management and development of spatial information systems. At RBF she manages GIS staff and oversees the implementation of customized GIS systems, development of ArcServer Websites and is a certified ESRI trainer for



the course ArcGIS I. Prior to working at RBF, Karen Underhill was the County GIS manager for Clay County, Missouri. Ms. Underhill holds a PHD in Geoscience – Remote Sensing analysis as well as a Masters in Natural Resource Management.

#### ■ **Diane E. Ray**

Diane E. Ray has over 28 years of experience in GIS. She is very experienced in the production of GIS maps for the utility industry, municipalities, and governmental agencies both in manual and digital environments. She has provided analysis for redevelopment studies, housing needs, code enforcement, and neighborhood improvement plans. She has assisted in the design and implementation of Enterprise GIS for Cities and Counties, and has developed Quality Control guidelines for numerous GIS projects.

#### ■ **David C. Kirby**

David C. Kirby has 5 years of experience in the GIS field. Mr. Kirby is a Design Engineer with experience in environmental engineering. Using GIS he has provided site assessment analysis' on redevelopment and water projects. He has also prepared feasibility studies using demographics to predict future demands due to population growths.

## ■ **Section 3 – Project Understanding**

Section 3 discusses our project understanding, which will form the basis of our technical approach. ENVIRON and RBF understand that the primary function of our role on this project will be to review, refine and update the existing Draft Plan, not recreate the work previously completed. Additionally, the City wishes us to identify information that is currently missing from the Draft Plan but considered necessary to conform to the requirements of DMA, FEMA, OES, and other potentially applicable agencies. It is our understanding that fulfilling the requirements mentioned above will entail completion of the following general tasks.

1. Review of the City's existing Draft Plan to identify:
  - deficiencies;
  - areas requiring updates;
  - areas requiring further analysis; and
  - areas requiring additional refinements.
2. Development of a PPP to meet the requirements of FEMA/OES
3. Development of a Scope of Work and cost to finalize the Draft Plan (City to approve);
4. Update and finalization of the Draft Plan;
5. Review of the applicability of CEQA to adoption of the finalized Plan (as necessary); and
6. Assistance with adoption of finalized plan by City Council, FEMA, and OES.

Based upon our project understanding, items 1, 2, and 3 above can be immediately completed upon approval to proceed from the City. However, because items 3 through 6 are dependent upon the successful completion of the preceding items, this proposal can only provide an estimated scope and cost for review of the existing Draft Plan, development of an appropriate PPP, and development of a Scope of Work (with cost) to update and finalize the

Draft Plan. Per the RFP, it is expected that the Scope of Work and cost to be developed under item 3 will need to be reviewed and approved by the City prior to implementing items 4 through 6.

## ■ Section 4 – Technical Approach

Section 4 presents our technical approach to implementing the general tasks described above in Section 3. It is ENVIRON's understanding that the Draft Plan is considered by the City to be approximately 80% completed, with most elements being up to date and the Draft Plan needing slight modifications, not a complete rewrite. To that end, ENVIRON will initially implement 5 specific tasks intended to produce a Scope of Work and cost to finalize the Draft Plan, which will be reviewed and approved by the City prior to its implementation. ENVIRON will also develop a PPP that provides the framework for engaging community leaders, agencies, and the general public to assess their level of understanding of hazard mitigation planning and risk reduction in the City. Implementation of the PPP will also be included as part of the Scope of Work and will be conducted following City approval. An estimated cost and schedule summary are provided in Section 4.6 and in greater detail as Attachments 1 and 2.

### ■ 4.1 – Review of the Existing Draft Plan

ENVIRON will evaluate the City's Draft Plan and identify deficiencies based on the guidelines outlined in FEMA's *Multi-Hazard Mitigation Planning Guidance Under the Disaster Mitigation Act of 2000* (Guidance), dated March 2004 and revised in January 2008. ENVIRON recognizes that the work will be limited to a detailed review to refine and update the Draft Plan, as needed, and not to reproduce and/or prepare a new Draft Plan for the City.

As a part of our review, ENVIRON will utilize the Local Hazard Mitigation Plan Review Crosswalk (Review Crosswalk) presented in Section 4-1 of the FEMA Guidance. It is expected that both OES and FEMA reviewers will utilize the Review Crosswalk for evaluation of the Draft Plan during the approval process. ENVIRON will identify pending data gaps by assigning appropriate criteria scoring for particular elements that need improvement; elements that have been addressed satisfactorily will also be scored appropriately. Consistent with the Review Crosswalk, ENVIRON will evaluate the major elements of the Draft Plan, such as the prerequisites, the planning process, and risk assessment. The latter of these elements includes profiling hazards, assessing vulnerabilities, identifying local hazard mitigation goals, identifying and implementing mitigation actions, developing a plan maintenance process, and developing a plan for public involvement. Based on the scoring criteria for each element, ENVIRON will develop a list of specific supplemental information needed to bolster the existing Draft Plan into final status that will be acceptable for adoption by the City Council, FEMA, and OES. This list will be formulated into a Scope of Work (along with estimated costs) to be presented to the City for its consideration and approval. Development of the Scope of Work is further discussed in Section 4.3 below.

### ■ 4.2 – Receipt and Review of Digital Data

We understand that the City utilizes ESRI's ArcInfo and ArcView components of the ArcGIS suite of products software for their GIS spatial data format, and the Assistant City Manager's

office will be providing available GIS data for our review and use during the project. Upon receipt of the GIS data RBF will review and analyze data for quality, accuracy and completeness. We assume that the data to be received as existing data layers will be provided to RBF as shapefiles and in the project projection and datum. Any analysis, reports and exhibits will be done using ESRI's ArcGIS software suite.

Software programs RBF has used in most recent project include:

- ArcGIS full suite of programs and extensions
- ArcSDE
- ArcIMS
- ArcGIS Server for the .NET and Java platforms
- ArcINFO Workstation
- ArcExplorer
- AutoCAD full suite of programs
- MapGuide
- Microsoft Visual Studio
- Microsoft Visual Web Developer
- Oracle
- SQL Server
- Visual Studio .NET

The City of Moorpark requires that all submittals be in a standard geo-referenced format. The preferred digital file format for spatial data is in ESRI's ArcGIS formats (Shapefile or geodatabase). RBF will deliver the digital data in ESRI formats compatible with the City's standards. All datasets will have FDGC compliant metadata. This proposal includes costs for the project startup meeting, coordination with ENVIRON, data acquisition, data quality check, and analysis of data.

### ■ 4.3 – Development of Scope of Work to Finalize Draft Plan

Based upon the successful completion of Tasks identified in Sections 4.1 and 4.2 above, ENVIRON will prepare a formal Scope of Work and Budget to update and finalize the Draft Plan, as well as obtain the approval of the City Council, FEMA, and OES. The Scope of Work will be discussed with City staff and will include a list of steps for updating the Draft Plan and specific information needed from the City and potentially other sources to finalize the Draft Plan. It is understood that implementation of the Draft Plan update will not begin until the City has approved the Scope of Work and Budget.

### ■ 4.4 – FEMA and OES Public Participation Program

A Public Participation Plan (PPP) will be developed to assist the City with building community support for the Plan by engaging community leaders, agencies, and the general public, as described in FEMA's Mitigation Planning How-To Guide #1: Getting Started (FEMA Publication Number 386-1). The PPP will include methods by which the community can be engaged to assess its level of understanding of hazard mitigation planning and risk reduction

in the City. The PPP will aim to increase the knowledge and awareness of hazard mitigation by inviting the public to participate in forums and meetings to discuss the economic ramifications of recovering from a disaster.

The PPP may include forums for the purposes of educating public officials and the general public about the benefits of limiting losses through mitigation planning. An important aspect of the PPP will be to highlight successful plans that have been implemented in nearby cities and emphasize the primary goal, which is to protect the safety and well being of citizens. Other aspects that the PPP may include are an information hotline, regular public meetings to raise issues and identify public concerns, interviews with the general public and key community leaders, questionnaires to gather information that people may not want to disclose publicly, public presentations, and/or development of a public education campaign, as described in Step 3 of FEMA Publication Number 386-1. Other alternatives for public outreach and participation could include dissemination of information through local news media sources, distribution of brochures/fliers/newsletters to the community inviting them to learn more about local hazards, booths at the local farmers market, festivals or street fairs, and/or a website dedicated to hazard mitigation planning.

The final scope and breadth of the PPP will depend on how much information the City has shared with the public to date and the level of interest in the community for hazard mitigation planning and risk reduction. Prior to beginning work, ENVIRON will meet with the City to discuss these topics and to assess and decide what the most appropriate and cost-effective level of effort is warranted for the Program. It is expected that PPP implementation will be conducted by the City and is not considered either in scope or cost in this proposal. The Scope of Work described in Section 4.3 above will include discussion of the PPP and individual tasks necessary for its implementation.

#### ■ 4.5 – Participation in Project Meetings

All of the principal practitioners on the ENVIRON/RBF Team will be available to interact with City staff as necessary during this initial phase of the project. Locally within southern California, ENVIRON and RBF have conducted work on behalf of numerous municipalities. For many of these projects, ENVIRON and RBF professionals participated and presented at planning commission and city council meetings. In addition, a significant proportion of ENVIRON's work involves litigation support, so senior ENVIRON professionals are well versed in providing testimony or presenting complex concepts to diverse audiences.

Per the RFP, it is expected that weekly one-hour meetings will be held with City staff either in person or by conference call until the final Plan Update is completed. In order to complete the scope of work detailed in this proposal, we have included the scope and costs necessary to attend an initial 4 hour kick-off meeting and 4 weekly one-hour meetings thereafter until the final Scope of Work is completed and approved by the City. Additional meetings that are not considered in this proposal will likely be necessary following approval of the final Scope of Work. Meetings additional to the ones mentioned above will be handled on a Change Order basis if, and/or when, they might occur, in accordance with the labor rates and outside costs used to construct the budget for this job.

## ■ 4.6 – Schedule and Cost

Per information provided in the RFP, ENVIRON/RBF has assumed that contract negotiation and award will occur by June 19, 2008. Based on that award date, completion of our Draft Plan review, development of the PPP, and development of the final Scope of Work for Plan update will be completed by July 18, 2008. A detailed schedule that includes projected meetings is presented as Attachment 1.

Our estimated costs are presented here in summary and in detail in Attachment 2. The costs include, and directly respond to, the requirements as stated in the RFP and summarized in Section 3. ENVIRON and RBF have included costs to receive and review electronic data packages in GIS format. In general, our estimated costs are as follows:

|                               |   |                    |
|-------------------------------|---|--------------------|
| Task 1:                       | Review Existing Draft Plan                    | \$6,975.00         |
| Task 2:                       | Receipt and Review of Digital Data            | \$2,408.00         |
| Task 3:                       | Development of Scope of Work to Finalize Plan | \$4,987.00         |
| Task 4:                       | Development of the PPP                        | \$3,832.00         |
| Task 5:                       | Participation in Meetings                     | \$8,983.00         |
| <b>Estimated Total Costs:</b> |   | <b>\$27,185.00</b> |

## ■ Section 5 – Similar Work Experience

Both ENVIRON and RBF have completed a variety of projects with similarities to the project described in the City's RFP. Successful completion of these projects has required focused technical expertise, refined communication and presentation skills, and close working relationships with Federal, State and local oversight agencies, and the general public, all of which are expected to be vital skills for the successful completion for this project. The list below demonstrates specific examples of ENVIRON's and RBF's experience with similar projects. Client contact information, including phone numbers (where current), is provided below.

### ■ *Preparation of a Risk Assessment, Mitigation Plan and Emergency Response and Shelter In Place Plans for a Confidential Client, Santa Clara, California*

ENVIRON staff performed a risk assessment at the request of RBF and the City of Santa Clara to assess potential impacts for CalARP regulated facilities on the Client's property and worked with the City of Santa Clara to determine appropriate mitigation measures to mitigate these impacts. ENVIRON is developing an Emergency Preparedness Plan and Shelter In Place Plan for the Client to implement the mitigation measures.

*Client Name: Confidential*  
*ENVIRON Project Manager: Paul Harper*  
*Start/End Date: 2007-Ongoing*

■ **Review of Emergency Response Plans for a Confidential Client, Irvine, California**

ENVIRON staff reviewed and provided improvements to the Client's Integrated Emergency Response Plan to enable response to crisis events including Fire, Nuclear, Earthquake and Pandemic events.

*Client Name: Confidential*  
*ENVIRON Project Manager: Paul Harper*  
*Start/End Date: 2007*

■ **Disaster Recovery and Business Continuity Planning, Confidential Client, Southeastern United States**

ENVIRON staff (Harper) conducted impacts assessment at 23 operating facilities providing critical supplies to the public medical service sector located throughout South Carolina, Tennessee, Georgia, Alabama and Florida and developed Disaster Recovery and Business Continuity Plans for responding to multi-hazard crisis events and assuring continued supply capability while mitigating impacts to the Client.

*Client Name: Confidential*  
*ENVIRON Project Manager: Paul Harper*  
*Start/End Date: 2007 – 2008*

■ **Disaster Recovery and Business Continuity Planning, Pharmaceutical Manufacturer, Bay Area, California**

ENVIRON staff conducted crisis response planning and training for Emergency Operations Center critical personnel simulating response to a major crisis event at a facility with over 1400 persons on a 10 acre campus. Response included coordination of on-site response, coordination with City and public sector interests and maintenance of critical customer supply.

*Client Name: Pharmaceutical Manufacturer*  
*ENVIRON Project Manager: Paul Harper*  
*Start/End Date: 2008*

■ **Conservation Easement Baseline Biological Monitoring, Report and Resource Plan (Orange County, CA)**

Teaming with Harmsworth Associates Environmental Consultants, RBF provided GIS services for the Irvine Ranch Land Reserve Trust and The Nature Conservancy. Fire History Mapping and classification and mapping of vegetation, habitat, and species were key components of this project. RBF created and managed GIS data layers, converted GPS readings, performed environmental analysis and mapping for several Conservation Easements covering approximately 10,000 acres in central Orange County, California as part of a Baseline Biological Monitoring



Report and Resource Plan. In addition to providing GIS data, RBF delivered map designs and layouts in ArcGIS MXD format.

*Client Name: Irvine Ranch Land Reserve Trust and The Nature Conservancy*

*RBF Project Manager: Steve Bein*

*Completion Date: 2007*

### ■ **Riverside County Integrated Project (RCIP) (Riverside County, CA)**

RBF, as part of a multi-disciplinary consultant team, worked with Riverside County officials on the implementation of the Riverside County Integrated Project (RCIP). The project is a comprehensive three-part program to determine solutions to the planning, conservation, and transportation needs of Riverside County residents. The primary goals of the RCIP include: updating the Riverside General Plan; identify transportation corridors or toll roads to address current congestion problems and meet the County's future transportation and transit needs; and create a Multiple Species Habitat Conservation Plan to ensure the preservation of open space, endangered species, and prime habitat areas through an area-wide permitting process.

For GIS, RBF acted as the data librarian, creating, managing, evaluating, and updating data obtained from the County GIS, as well as Federal, State, and local agencies to create a library of more than 10GB for the other project team consultants to draw on for analysis and mapping. RBF evaluated incoming project data, comparing it to the County approved data standards, and developed metadata for appropriate use during the project and acceptable end-of-project delivery back to the County GIS for incorporation and maintenance. For the project team, RBF provided data creation, GIS analysis, modeling, and mapping services using ArcInfo and ArcView GIS programs. Acting as the hub of the project wheel, RBF integrated the work of 18 consultants to make the project most effective in these areas.

*Client Name: County of Riverside, Riverside County Transportation and Land Management Agency (TLMA)*

*RBF Project Manager: Steve Bein*

*End Date: 2004*

### ■ **Moorpark Highlands - Moorpark Specific Plan No. 2 Site - Moorpark, CA**

The U.S. Fish and Wildlife has the gnatcatcher on the Federal Endangered species list. As an endangered species, any development, in or near their habitat, must be studied in order to maintain and preserve the gnatcatcher.

RBF provided planning, engineering and GIS services to assist landowners and City staff with identifying land use alternatives and meet conservation goals. The GIS was also expanded from the initial site to include surrounding areas supporting biologists with mapping the California Gnatcatcher habitat.

The project team used GIS to prepare exhibits showing: ownership, topography, possible Gnatcatcher nesting areas, land uses and others. Analysis was also performed using the GIS to identify on-site and off-site mitigation areas. Due to the Gnatcatcher having a small range of habitation, finding suitable surrounding habitat needed to be considered.

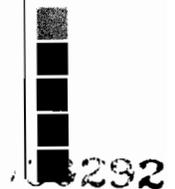
*Client Name: Pardee Homes  
RBF Project Manager: Steve Bein  
End Date: 2005*

## ■ Section 6 – Closing

The role of the ENVIRON/RBF Team during implementation and completion of this scope of work will be limited to the information presented in the preceding sections. Any conditions related to the scope of work not specifically presented in Sections 1 through 5 of this proposal will not be considered a part of either the scope or cost presented herein. Therefore our Team's sole role in this project is to provide professional advice as described in this document.

In meeting the schedule presented above and Attachment 1, we assume that the City will: (i) grant or obtain free access to the information, equipment, and staff assistance necessary for ENVIRON and RBF to perform the work set forth in this proposal; (ii) grant permission to ENVIRON personnel to engage agencies and the public, as necessary, to perform the work set forth in this proposal; and (iii) allow for negotiation and acceptance of terms and conditions for the project that are mutually acceptable to the City and ENVIRON.

ENVIRON's proposal and price estimate will remain in effect for 90 days from the date of the proposal, after which time, ENVIRON reserves the right to re-negotiate the scope, estimated costs and project schedule at our discretion.



## EXHIBIT B

### **Insurance Requirements**

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent consultants ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or

prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial

additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.