

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Barry K. Hogan, Community Development Director 
Prepared By: David Lasher, Senior Management Analyst

DATE: August 7, 2008 (CC Meeting of 8/20/2008)

SUBJECT: Consider the Selection of a Consultant for Environmental Review Services for the Moorpark General Plan Update

BACKGROUND/DISCUSSION

Environmental Impact Reports (EIRs) have been routinely prepared by consultants for the City of Moorpark. In July of this year, City staff requested proposals for the production of an EIR associated with the comprehensive General Plan Update. The Fiscal Year 2008-2009 City budget has designated \$150,000 for preparation of this EIR. One proposal was received from Christopher A. Joseph and Associates for a not-to-exceed cost of \$149,490. The proposal includes a tentative schedule of 36 weeks to complete this EIR, including hearings, from the kick-off meeting to the filing of the Notice of Determination. Staff reviewed the proposal and finds the proposal responsive with Christopher A. Joseph and Associates well qualified to produce this EIR. A copy of the request for proposals and draft contract are both attached for reference.

STAFF RECOMMENDATION

Authorize the City Manager to sign the negotiated contract for services with Christopher A. Joseph and Associates for environmental review services, subject to final language approval by the City Manager and the City Attorney.

ATTACHMENTS:

1. Request for Proposals
2. Draft Contract with Christopher A. Joseph and Associates

July 9, 2008

**REQUEST FOR PROPOSALS
(RFP)**

**ENVIRONMENTAL SERVICES
FOR
THE MOORPARK GENERAL PLAN UPDATE**

**BARRY K. HOGAN
DEPUTY CITY MANAGER
CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CA. 93021
805-517-6233**

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Attachments:

1. City CEQA Procedures

I. INTRODUCTION

The City of Moorpark is requesting proposals for the preparation of an Initial Study and Environmental Impact Report and supporting documentation for the project described below.

II. BACKGROUND

The project is a comprehensive update of the City's General Plan. The City of Moorpark Community Development staff is preparing a comprehensive update of all state mandated general plan elements and some optional elements. The proposed Moorpark General Plan comprises of six chapters: Land Use, Circulation, Open Space, Conservation and Recreation (OSCAR), Housing, Noise and Safety. These six chapters would contain all seven state mandated general plan elements and three additional optional elements, Bikeways in the Circulation Chapter, Trails in the OSCAR Chapter, and Recreation in the OSCAR Chapter. Due to the complexity of the project, it has been determined that the City should retain an individual or firm (hereafter "consultant") with expertise and experience in the preparation of environmental documents, including Initial Studies pursuant to the California Environmental Quality Act (CEQA) to prepare an Initial Study, Environmental Impact Report, and supporting documentation for this General Plan update. The Housing Element would not be included as part of the project description, as it is being updated on a separate track.

The Moorpark General Plan has not been comprehensively updated since it was adopted in 1992. The General Plan Update will utilize GIS to map all of the required exhibits including, but not limited to existing land use, proposed land use, area of interest, parks, conservation areas, open space areas, seismic areas, and noise contours. All GIS mapping will be available to the selected consultant. Electronic copies of the 1992 General Plan EIR will also be supplied to the consultant.

III. SCOPE OF SERVICES

The environmental services requested from the City include the preparation of an Initial Study, Environmental Impact Report, and all necessary background studies and other supporting documentation for the comprehensive update of the Moorpark General Plan, consistent with the California Environmental Quality Act and State CEQA Guidelines, the City's CEQA Procedures, and industry standards. This shall include identification of and consultation with all responsible and trustee agencies, completion of any necessary technical studies and analysis consistent with CEQA, the State CEQA Guidelines, and the City's CEQA Procedures, determination of the significance of the environmental effects for the proposed project based on the City's General Plan and Municipal Code, past practice of the City, and Sections 15064, 15064.5, and 15065 of the State CEQA Guidelines, identification of feasible mitigation measures and alternatives where significant impacts are identified, and determination of significance after mitigation. The City's Initial Study checklist shall be used as a framework for the preparation of the Initial Study. The City's

CEQA Procedures are attached. The City has budgeted \$150,000.00 for this scope of work.

IV. LIMITATIONS

1. All reports and pertinent data or materials shall be the sole property of the City of Moorpark and may not be used or reproduced in any form without the explicit written permission of the City.
2. The proposer should expect to have access only to the public records and public files of local government agencies in preparing the proposals or reports. No compilation, tabulation, or analysis of data, definition or opinion, etc., should be anticipated by the contractor from the agencies, unless volunteered by a responsible official of those agencies.
3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right at its sole discretion to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and to submit such price, technical or other revisions of their proposals as may result from negotiations.
4. The City has the authority to terminate its contract with the private expert at any time during the period of the study if it is found by the City that the private expert's performance is not satisfactory.
5. Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the City. Final payment to the private expert will only be made when the City has received the specified number of copies of the final report in form deemed satisfactory by the City.
6. Responses to this RFP should contain a statement as to what contractual arrangements – if any – exist or have any time in the past existed between the responding firm and the applicant.
7. The City is not liable for any costs incurred by the Consultant or their sub-consultants in preparing the proposal.

V. PROPOSAL CONTENT/FORMAT

The organization of the proposal shall follow this general outline:

1. Introduction - An overall introduction to the proposal, the contents of which be determined by the particular requirements of the consultant.
2. Project Team – The following information should be included in identifying the proposed project team that will work on the scope of services:
 - Principal(s) of firm, project team members and how long proposed project team has worked together.
 - Experience of firm in providing requested scope of services, specifically referencing similar consulting services to other agencies, particularly in Ventura County, along with contact person for an agency that may provide information regarding the consultant's work.
 - A listing of other projects and references that the Consultant believes would further support their qualifications for this assignment.
 - A listing of the consultant's current projects and clients. Please note that the City's contract requirements do not allow the Consultant to have clients that currently are processing development projects in the City of Moorpark or have had projects in the City of Moorpark processed within the last year.
 - A listing of all consultants/subconsultants the Consultant proposes to utilize on this project. The City reserves the right to approve or reject any member of the Consultant team, including subconsultants proposed by for this project. After the proposal deadline, substitution of members of the Consultant team, including subconsultants, may only be made by permission of the City. Experience of each member of the Consultant team, including subconsultants, should be identified, along with a list of relevant projects/references demonstrating their qualifications for this work.
 - A listing of any pending or previous litigation over the past five years related to your firm's work on environmental documentation.
3. Study Plan - The following information should be covered in this section:
 - A description of the overall program being submitted including an explanation of the basic purpose and general focus of the work.
 - An explanation of the role of the consultant as related to the role of the City including primarily any division of work between the consultant and City staff.
 - A thorough explanation of the consultant's proposed course of action. Reference should be made to the requirements of this RFP and an explanation given of how the consultant proposes to meet these requirements.
 - An itemized description of the products to be produced, including the proposed time periods for City staff review of draft documents and estimates for meetings with City staff for the discussion of suggested changes to the drafted sections.

4. Performance Schedule – The Consultant shall provide a proposed schedule of performance. The City's goal is for the Final EIR to be certified within one year of contract execution
5. Schedule of Costs - This section shall detail the scheduling of the various studies and work items described in the study plan and shall define both the total and detailed costs in performing the total study as well as its major projects and/or end products including a budget indicating expenditures for personnel and materials for each work item. This section shall have all subject tasks and sub-tasks listed, along with minimum time estimates applied to each as well as billing rates and total costs per task and sub-task. A total “not-to-exceed” cost shall be identified for the entire proposed scope of services.
6. Program Management - An explanation of the program management system to be used shall be identified, detailing the operating procedures to be employed and any other management methods to be used to assure that that project is completed within the scheduled time frame and that quality will be maintained in the required products.
7. Statement of Offer and Signature
 - The proposal shall be signed by an individual authorized to bind the proposer, and shall contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period.
 - The proposal shall also provide the following information: name, title, address and telephone number of individuals(s) with authority to negotiate, and contractually bind the company and also who may be contacted during the period of proposal evaluations.
 - The offer shall include a “not-to-exceed” cost for the entire proposed scope of services

VI. DUE DATE

The Consultant shall submit four (4) copies of the Proposal on paper and one (1) electronic copy to:

Barry K. Hogan, Deputy City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA. 93021

TO BE RECEIVED NO LATER THAN 5:00 P.M., August 1, 2008

VII. PROPOSAL EVALUATION AND SELECTION

All proposals properly received before the aforementioned date and time will be evaluated by a Review Committee. The firms will be ranked and interviews will be scheduled with the top-ranked firms, if determined necessary. The firm ranked as the most qualified to provide the requested services may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The City reserves the right to conduct additional interviews after the cost proposals are opened.

**PROCEDURES OF THE
CITY OF MOORPARK AND MOORPARK REDEVELOPMENT AGENCY
TO IMPLEMENT THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
ADOPTED JULY 21, 2004
BY MOORPARK CITY COUNCIL RESOLUTION NO. 2004-2224
ADOPTED SEPTEMBER 15, 2004
BY MOORPARK REDEVELOPMENT AGENCY RESOLUTION NO. 2004-142**

SECTION 1: PURPOSE, AUTHORITY, AND SHORT TITLE

SECTION 2: RELATIONSHIP TO STATE CEQA GUIDELINES

SECTION 3: RESPONSIBILITY

SECTION 4: PRELIMINARY REVIEW

SECTION 5: INITIAL STUDY

**SECTION 6: NEGATIVE DECLARATIONS AND MITIGATED NEGATIVE
DECLARATIONS**

SECTION 7: ENVIRONMENTAL IMPACT REPORTS

SECTION 8: TIME LIMITS

SECTION 9: REVIEW OF OTHER AGENCY DOCUMENTS

SECTION 1: PURPOSE, AUTHORITY, AND SHORT TITLE

These procedures are adopted to implement the California Environmental Quality Act (CEQA) – Division 13 of the Public Resources Code (Section 21000 et seq.), and the Guidelines for Implementation of the California Environmental Quality Act (State CEQA Guidelines) – Title 14, Chapter 3 of the California Code of Regulations (Section 15000 et seq.), as amended. They may be referred to as the “City CEQA Procedures”. These City CEQA Procedures are intended to satisfy the requirements of Section 21082 of the Public Resources Code and Section 15022 of the California Code of Regulations for both the City of Moorpark and the Moorpark Redevelopment Agency. Any reference to “City” in these guidelines shall be inclusive of both the City of Moorpark and Moorpark Redevelopment Agency unless expressly stated otherwise.

SECTION 2: RELATIONSHIP TO STATE CEQA GUIDELINES

The State CEQA Guidelines, as amended from time to time, are hereby incorporated by reference as authorized under Section 15022(d) of the State CEQA Guidelines. If any

section of the City CEQA Procedures is found in conflict with any provision of the State CEQA Guidelines, the State CEQA Guidelines shall control.

SECTION 3: RESPONSIBILITY

The Community Development Director or staff member designated by the Community Development Director shall be responsible for the application and interpretation of these City CEQA Procedures and the following functions pursuant to the State CEQA Guidelines for all public and private projects when the City of Moorpark or Moorpark Redevelopment Agency act as the lead agency:

- a) Determination of applicability of CEQA;
- b) Review of projects for exemption from CEQA;
- c) Review of project applications for completeness;
- d) Preparation of Initial Studies and determinations of whether Negative Declarations, Mitigated Negative Declarations, or Environmental Impact Reports (EIRs) shall be prepared;
- e) Preparation and processing of Negative Declarations, Mitigated Negative Declarations and related documents;
- f) Preparation and processing of EIRs and related documents, including responses to public comments and draft findings; and
- g) Preparation and filing of applicable notices including Notices of Exemption, Notices of Preparation, Notices of Completion, and Notices of Determination.
- h) Preparation and updating of all forms and applications needed to carry out these responsibilities.

SECTION 4: PRELIMINARY REVIEW

a) Determination of Applicability of CEQA to an Activity

Each activity that is initiated by the City, is funded in whole or part by the City, or requires authorization or entitlement from the City is subject to an initial project review to determine whether the activity is exempt from CEQA or requires an Initial Study. Eligible exemptions are identified in CEQA and in the State CEQA Guidelines and include ministerial projects, emergency projects, other statutory exemptions, categorical exemptions, and general rule exemptions per State CEQA Guidelines Section 15061(b)(3). The determination of CEQA applicability under the initial project review shall be made by the Community Development Director. Additional information from the applicant may be required to make this determination.

b) Ministerial Activities

Activities over which the City has only ministerial authority and that are exempt from CEQA under Section 21080(b)(1) of CEQA and Section 15268 of the State CEQA Guidelines include but are not limited to:

1. Issuance of a Building Permit where no Discretionary Permit (as listed in Chapter 17.44 of the Moorpark Municipal Code) is required.
2. Issuance of a Zoning Clearance where no Discretionary Permit (as listed in Chapter 17.44 of the Moorpark Municipal Code) is required.
3. Issuance of a Business License or Business Registration Permit.
4. Issuance of a Home Occupation Permit.
5. Approval of a Final Subdivision Map per Section 66458 of the Government Code.
6. Approval of a Lot-Line Adjustment per Section 66412(d) of the Government Code.
7. Issuance of a Certificate of Compliance per Section 66499.35(a) of the Government Code.

c) Categorically Exempt Projects

The List of Categorical Exemptions in Article 19 of the State CEQA Guidelines shall serve as the City of Moorpark's list of specific categorically exempt activities. Categorical exemptions shall only be considered where a project has not been determined to be exempt from CEQA as a ministerial project, an emergency project, or an otherwise statutorily exempt project.

Special circumstances may exist as noted in Section 21084 of CEQA and Section 15300.2 of the State CEQA Guidelines that make such projects ineligible for a categorical exemption. The Community Development Director shall determine if a project normally eligible for a categorical exemption is not eligible based on exceptions set forth in Section 21084 of CEQA and Section 15300.2 of the State CEQA Guidelines, including the possibility that the activity may have a significant effect on the environment. The determination of the possibility of a significant effect shall be based on the same criteria used in an Initial Study, although an Initial Study checklist does not need to be completed for this determination.

d) Notice of Exemption

i. Preparation and Filing of Notice: Except as provided in Section 21152.1(a) of CEQA, the preparation and filing of a Notice of Exemption is not mandatory under CEQA and the State CEQA Guidelines. The decision to prepare and file a Notice of Exemption for a City project shall be determined by the Community Development Director in consultation with the Director of the responsible department. Notices of Exemption for private projects shall be prepared and filed by the Community Development Director only upon request by the project applicant and payment of fees to offset any staff costs, consultant costs, or filing fees. Notices of Exemption shall be prepared and filed in the form and manner required by Section 15062 of the State CEQA Guidelines, after approval or determination to proceed with the project.

ii. Request for Notices: A copy of the Notice of Exemption shall be mailed (or e-mailed if requested) to any person who has filed a written request for such notice with the City

Clerk or Director of Community Development. Requests to receive Notices of Exemption shall be renewed annually and are subject to a fee which is reasonably related to the costs of providing this service. Public agencies shall not be required to pay a fee to receive a copy of a Notice of Exemption.

SECTION 5: INITIAL STUDY

a) Application

If a project has been determined to be subject to the preparation of an Initial Study, the project applicant shall submit all information necessary for its preparation in a form as determined by the Community Development Director. Within thirty (30) days of receipt of the application by the City, a determination on completeness shall be made and the applicant shall be notified of all information required to complete the application.

b) Fees

i. Application Fee: The project applicant shall submit a fee as established by City Council Resolution for the preparation of the Initial Study at the time of the filing of the application.

ii. Consulting Services: Consulting services may be necessary to assist City staff in whole or in part in the preparation of an Initial Study. In such cases for private projects, within thirty (30) days of receipt of the application, the Community Development Director shall notify the project applicant of the required deposit to cover the cost of consulting services along with City administrative fees.

iii. Application Incomplete if Fees Not Paid: The application shall not be considered complete unless all fees, including fees for Initial Study preparation, consulting services, and the processing of any other applications that have been filed for the project, have been paid in full.

c) Determining Significance of Project's Environmental Effects

i. Use of Initial Study Form: The Community Development Director shall determine, through the preparation of an Initial Study, if a project may cause a significant effect on the environment, and whether a Negative Declaration, Mitigated Negative Declaration, or EIR shall be prepared. The Initial Study shall be prepared on a form approved by the Community Development Director consistent with CEQA and the State CEQA Guidelines. If determined that an EIR will clearly be required for a project, the preparation of an Initial Study may be waived by the Community Development Director.

ii. Thresholds of Significance: Thresholds for determining the significance of the environmental effect of a project shall be based on Sections 15064, 15064.5 and 15065 of the State CEQA Guidelines, the City's General Plan, applicable specific plans, the Municipal Code, the Redevelopment Plan, and any additional information as deemed necessary by the Community Development Director.

iii. Consultation: Prior to completion of an Initial Study, informal consultation shall be initiated with known responsible and trustee agencies to obtain the recommendation of those agencies as to whether an EIR, Negative Declaration, or Mitigated Negative Declaration should be prepared.

iv. Project Modification: During or immediately after the preparation of the Initial Study, the applicant may be consulted to determine the willingness to modify the project to reduce or avoid potential significant effects. The unwillingness to modify a project to reduce or avoid potential significant effects may require the preparation of an EIR unless other mitigation could be identified.

v. Additional Studies: In order to avoid an unnecessary EIR or to focus the analysis of an EIR, additional information or data may be requested from the applicant in order to complete the Initial Study. Should the applicant not agree to provide such information, an Environmental Impact Report may be required unless mitigation or project modification could address the concerns for which the specific information is requested.

vi. Appeal of Decision: The decision on whether a Negative Declaration, Mitigated Negative Declaration, or EIR shall be prepared may be appealed by any person, including a member of the Planning Commission or City Council, following the procedures and time limits specified in Chapter 17.44 of the Moorpark Municipal Code.

SECTION 6: NEGATIVE DECLARATIONS AND MITIGATED NEGATIVE DECLARATIONS

a) Decision to Prepare a Negative Declaration or Mitigated Negative Declaration

The Community Development Director shall cause a proposed Negative Declaration or Mitigated Negative Declaration to be prepared for a project when the findings in Section 15070 of the State CEQA Guidelines can be met by the project.

b) Public Review

Upon preparation of a proposed Negative Declaration or Mitigated Negative Declaration, a Notice of Intent to Adopt the Negative Declaration or Mitigated Negative Declaration shall be prepared, published in a newspaper of general circulation, and distributed for public review in accordance with the requirements of Sections 15072 and 15073 of the State CEQA Guidelines. The time period for public review shall be determined by the Community Development Director consistent with these requirements. The notice may be provided in conjunction with any other required notice for the project, provided that all requirements of the State CEQA Guidelines are met.

c) Consideration and Adoption of Negative Declarations and Mitigated Negative Declarations

i. Advisory Body: The Community Development Director shall present the proposed Negative Declaration or Mitigated Negative Declaration to any advisory body of the decision-making body for consideration before making its recommendation. The advisory body shall make a recommendation on the adoption of the proposed Negative Declaration or Mitigated Negative Declaration at the time of making a recommendation on the project. For the purposes of the section, "advisory bodies" shall include the Planning Commission and the Parks and Recreation Commission when acting in an official advisory capacity to the City Council as set forth in the Moorpark Municipal Code and/or State law and shall not include City Council standing committees or ad-hoc committees.

ii. Decision-Making Body: The proposed Negative Declaration or Mitigated Negative Declaration shall be presented to the decision-making body of the City prior to consideration of the project. The Negative Declaration or Mitigated Negative Declaration may be adopted prior to or concurrent with the approval of the project for which it was prepared in accordance with the requirements of Section 15074 of the State CEQA Guidelines. If the Negative Declaration or Mitigated Negative Declaration is adopted by a non-elected decision-making body, that adoption may be appealed to the City Council by any person, including a member of the Planning Commission or City Council, following the procedures and time limits specified in Chapter 17.44 of the Moorpark Municipal Code.

d) Notice of Determination

i. Preparation and Filing: After a decision has been made to carry out or approve a project for which a Negative Declaration or Mitigated Negative Declaration has been adopted, the Community Development Director shall cause a Notice of Determination to be prepared and filed in accordance with Section 21152 of CEQA and Section 15075 of the State CEQA Guidelines. Any fees associated with the filing of the Notice of Determination or required under Section 711.4 of the Fish and Game Code shall be paid by the project applicant upon project approval prior to the filing of the Notice.

ii. Request for Notices: The Notice of Determination shall be mailed (or e-mailed if requested) to any person who has filed a written request for such notice with the City Clerk or Community Development Director. Requests to receive Notices of Determination shall be renewed annually and are subject to a fee which is reasonably related to the costs of providing this service. Public agencies shall not be required to pay a fee to receive a Notice of Determination.

SECTION 7: ENVIRONMENTAL IMPACT REPORTS

a) Use of Consultant to Prepare EIRs for Private Projects

i. Requirement for Private Projects: Due to the need for specialized expertise and resources, a consultant specializing in the preparation of EIRs shall be retained by the City under contract to prepare an EIR when required for a private project. A consultant may be used to assist in all stages of EIR preparation including the preparation of the Initial Study, Notice of Preparation, Draft EIR, Notice of Completion, Mitigation Monitoring and Reporting Program, Responses to Comments, Findings, Statement of Overriding Considerations, and Notice of Determination, as well as the presentation of information at meetings and hearings, as determined necessary by the Community Development Director. This requirement may be waived on projects for which an agreement exists between the applicant and the City that specifically provides for a different EIR preparation process.

ii. Selection of Consultant: The Community Development Director shall identify and seek proposals from at least three (3) consultants that a) meet the qualifications and restrictions specified in the City's standard professional services agreement, b) have demonstrated experience in the preparation of EIRs for similar projects, and c) have the necessary staff and other resources available to prepare an EIR that meets CEQA

requirements within established time limits. The request for proposals shall only be sent to qualified consultants that have indicated that a proposal will be prepared and submitted. A consultant that does not submit a proposal after committing to submit a proposal may be disqualified from receiving future requests for proposals. After receiving proposals, a review committee established by the Community Development Director shall select the consultant to prepare the EIR based on criteria set forth in the request for proposals. Interviews of the prospective consultants may be held if determined necessary by the Community Development Director.

iii. Applicant Payment of Fees and Agreement with City: After selecting a consultant and agreed upon a scope of work, the applicant shall be notified of the cost to prepare the EIR, including both consultant costs and City administrative costs. Before any work on the EIR may be authorized by the City, the applicant shall deposit with the City an amount of money that will cover all costs specified above, and enter into an agreement with the City on terms for the completion of the EIR.

iv. Execution of Professional Services Agreement: Prior to executing a professional services agreement for the preparation of an EIR, the consultant selected by the City shall file a statement with the City Clerk to confirm no conflicts of interest per contract requirements, demonstrate possession of liability insurance and statutory workers compensation coverage acceptable to the City, and secure a City business registration.

v. Contact between Applicant and Consultant: Only information or data submitted by the applicant that is authorized by the Community Development Director may be used by the consultant in the preparation of the EIR. Such information or data must be independently verified by the consultant. Communication between the applicant and consultant may only occur if preauthorized by the Community Development Director, and may be conditioned to only take place with the Community Development Director present. E-mails, video conferencing or other electronic communication involving both the applicant and consultant shall be coordinated through the Community Development Director.

vi. Request for Additional Information: During the course of preparation of the Draft EIR, the Community Development Director may require the project applicant to supply any additional information needed for its preparation.

vii. Review of Preliminary Draft Materials: The Community Development Director shall review and approve all reports, notices and any other information related to the EIR prepared by the consultant prior to release for public review.

b) Notice of Preparation

i. Preparation and Filing: After determining that an EIR is required and receiving full payment of fees for its preparation from the project applicant, the Community Development Director shall cause a Notice of Preparation of an EIR to be prepared, filed, and distributed in accordance with Section 21080.4 of CEQA and Section 15082 of the State CEQA Guidelines. The Community Development Director may extend the notification beyond that required by the State CEQA Guidelines as needed based on the

public interest or potential impact area of the project. The Notice of Preparation and any comments received during the comment period as set forth in the notice shall be included in the Draft EIR as an appendix.

ii. Request for Notices: The Notice of Preparation shall be mailed (or e-mailed if requested) to any person who has filed a written request for such notice with the City Clerk or Community Development Director. Requests to receive Notices of Preparation shall be renewed annually and are subject to a fee which is reasonably related to the costs of providing this service. Public agencies shall not be required to pay a fee to receive a Notice of Preparation.

ii. Scoping Meeting: If not otherwise required by CEQA or the State CEQA Guidelines, a scoping meeting may be held during the Notice of Preparation comment period if determined necessary by the Community Development Director to assist in the identification of EIR issues and alternatives.

c) Draft EIR

i. Notice of Completion: As soon as the Draft EIR is completed, the Community Development Director shall cause a Notice of Completion to be prepared and filed with the State Office of Planning and Research as set forth in the State CEQA Guidelines. The time period for review of the Draft EIR shall be determined by the Community Development Director consistent with the requirements of the State CEQA Guidelines.

ii. Consultation: The Community Development Director shall identify, consult with, and request comments from all agencies and individuals as required under Section 15086 of the State CEQA Guidelines.

iii. Public Review: At the time the Notice of Completion is prepared and filed, the Community Development Director shall also cause a notice of the availability of the draft EIR to be published in a newspaper of general circulation and provided by mail to property owners owning property within one-thousand feet (1,000') of the project site boundaries along with other individuals and organizations that have requested notification. The notice shall comply with all requirements of Section 15087 of the State CEQA Guidelines and may be provided in conjunction with any other required notice for the project, provided that all requirements of the State CEQA Guidelines are met. Copies of the Draft EIR and notice of availability shall be made available for public review at City Hall, the Moorpark Library, and electronically on the City's web site. Electronic copies of the Draft EIR shall be made available for purchase at City Hall, and paper copies shall be made available for purchase through an arrangement with a local copying service.

iv. Public Hearing: A public hearing to solicit oral comments on the Draft EIR shall be conducted by the Planning Commission for projects where the City is the lead agency, or by the Moorpark Redevelopment Agency where the Moorpark Redevelopment Agency is the lead agency. The time, date, and location of the public hearing shall be noticed with the notice of availability of the Draft EIR. The public hearing shall be scheduled to take place late enough in the Draft EIR comment period to allow sufficient

time for meaningful public review of the Draft EIR as determined by the Community Development Director. After all individuals and agencies present at the hearing have had an opportunity to provide oral comments, the public hearing on the Draft EIR shall be closed and the Planning Commission shall refer all oral comments to the Community Development Director to be combined with all written comments received during the Draft EIR comment period for the preparation of responses.

d) Responses to Comments

i. Transmittal of Comments to Consulting Firm: After the review period for the draft EIR closes, all comments submitted in writing (on paper or through e-mail) and minutes summarizing oral comments made at the public hearing shall be transmitted to the consultant for preparation of preliminary draft responses.

ii. Preparation of Revised Draft EIR: After reviewing preliminary draft responses to the comments received, the Community Development Director shall determine if there are sufficient changes to the Draft EIR to warrant the preparation of a Revised Draft EIR that incorporates all the changes. At this time, the Community Development Director shall also determine if any significant new information will be added to the EIR warranting recirculation of all or a portion of the EIR pursuant to Section 15088.5 of the State CEQA Guidelines.

iii. Transmittal of Draft Responses to Commentators: At least fourteen (14) days prior to consideration of certification of the Final EIR, the Community Development Director shall cause to be sent to each agency and individual that has commented on the EIR and has provided a legible mailing address in the comment letter the draft responses to that agency or individual's comments.

e) Preparation of the Final EIR

The Community Development Director shall determine whether the Draft EIR shall be reprinted with revisions incorporated based on responses to comments received. The Final EIR shall include the Draft EIR or a revision of the Draft, comments received in writing and a synopsis of comments made at the public hearing on the Draft EIR, a list of agencies and individuals who made comments, the Responses to Comments, and any additional information determined necessary by the Community Development Director.

f) Certification of the Final EIR:

A draft of the Final EIR shall be presented by the Community Development Director to any advisory body for the project for a recommendation to the decision-making body on certification of the Final EIR. The decision-making body of the City shall certify the final EIR prior to approval of the project for which the EIR was prepared. If the Final EIR is certified by a non-elected decision-making body, that certification may be appealed to the City Council by any person, including a member of the Planning Commission or City Council, following the procedures and time limits specified in Chapter 17.44 of the Moorpark Municipal Code.

g) Findings for Approval of Project:

i) Preparation of Draft Findings: When staff or an advisory body is recommending approval of a project, or as directed by the decision-making body, the Community Development Director shall cause to be prepared draft written Findings consistent with the requirements in Section 15091 of the State CEQA Guidelines for any project for which the EIR identifies one or more significant environmental effects.

ii) Consideration of Findings and Project: The decision-making body shall not approve a project unless written findings are made for each of the significant effects, accompanied by a brief explanation of the rationale for each finding. After considering the Final EIR and in conjunction with making findings, the decision-making body may decide whether or how to carry out the project. The project for which the EIR was prepared shall not be approved unless either:

1. the project as approved will not have a significant effect on the environment; or
2. the City has eliminated or substantially lessened all significant effects on the environment where feasible as shown in the Findings and any remaining significant effects on the environment have been determined to be unavoidable under Section 15091 of the State CEQA Guidelines and acceptable due to overriding concerns as described in Section 15093 of the State CEQA Guidelines.

iii) Mitigation Reporting or Monitoring Program: When making the findings, the decision-making body shall adopt a reporting or monitoring program for the changes to the project, which it has adopted or made a condition of project approval in order to substantially lessen or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. In preparing the reporting or monitoring program, the City may use the information contained in the draft monitoring or reporting programs that it receives from trustee agencies.

iv) Statement of Overriding Considerations: If the benefits of a proposed project outweigh the unavoidable adverse effects, such effects may be considered "acceptable." If the City approves a project that allows the occurrence of significant effects, it shall adopt a Statement of Overriding Considerations that states specific reasons to support its action based on the final EIR and/or other information in the record.

h) Notice of Determination:

i. Preparation and Filing: After a decision has been made to carry out or approve a project for which a Final EIR has been certified, the Community Development Director shall cause a Notice of Determination to be prepared and filed in accordance with Section 15094 of the State CEQA Guidelines. Any fees associated with the filing of the Notice of Determination or required under Section 711.4 of the Fish and Game Code shall be paid by the project applicant upon project approval prior to the filing of the Notice.

ii. Request for Notices: The Notice of Determination shall be mailed (or e-mailed of requested) to any person who has filed a written request for such notice with the City Clerk or Community Development Director. Requests to receive Notices of Determination shall be renewed annually and are subject to a fee which is reasonably related to the costs of providing this service. Public agencies shall not be required to pay a fee to receive a Notice of Determination.

i) Disposition of Final EIR

The Community Development Director shall be responsible for the distribution and filing of the Final EIR consistent with Section 15095 of the State CEQA Guidelines.

SECTION 8: TIME LIMITS

For projects subject to CEQA involving the issuance of a lease, permit, license, certificate, or other entitlement, where the City of Moorpark is the lead agency, the following time limits apply, consistent with Section 21151.5 of CEQA. These time limits are measured from the date the application is deemed complete. A reasonable extension of time is permitted in the event compelling circumstances justify additional time and the project applicant consents thereto.

- a) One (1) year for completing and certifying Environmental Impact Reports.
- b) One hundred eighty (180) days for completing and adopting Negative Declarations.

SECTION 9: REVIEW OF OTHER AGENCY DOCUMENTS

The Community Development Director shall be the point of contact for the review of CEQA documents prepared for other agencies and shall be responsible for coordinating City review of other agency documents. When the City acts a Responsible Agency for a project, the Community Development Director is responsible for complying with the requirements for a Responsible Agency under Section 15096 of the State CEQA Guidelines.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK AND
CHRISTOPHER A. JOSEPH AND ASSOCIATES FOR
ENVIRONMENTAL REVIEW SERVICES FOR THE
MOORPARK GENERAL PLAN UPDATE**

This Agreement is made and entered into in the City of Moorpark on this 20th day of August, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Christopher A. Joseph and Associates, a California corporation providing consulting services ("Consultant").

WITNESSETH

WHEREAS, City has the need for professional evaluation and analysis regarding environmental review services within the City of Moorpark; and

WHEREAS, City desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to the City; and

WHEREAS, Consultant is experienced in providing such services and has the proper experience, certifications and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal letter dated August 1, 2008 which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on August 20, 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 environmental review 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 Curtis Zacuto, 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

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, 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

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 Sections 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

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:	Christopher A. Joseph and Associates 30851 Agoura Road, Suite 210 Agoura Hills, CA 91310 (805) 782-9708

Attn:Curtis Zacuto

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, electronic media, 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

Curtis Zacuto, Sr. Vice President
Christopher A. Joseph and Associates

ATTEST:

Deborah S. Traffenstedt
City Clerk

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

Statement of Qualifications

For

Environmental Review Services for the Moorpark General Plan Update

Prepared for:

Barry K. Hogan
Deputy City Manager
City of Moorpark
799 Moorpark Ave.
Moorpark, CA 93021



100% recycled paper

Submitted By

 CHRISTOPHER A. JOSEPH & ASSOCIATES

August 1, 2008

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Mammoth Lakes

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Appendices

- Appendix A – Project Team Resumes
- Appendix B – Recent and Current Projects and Clients

I. INTRODUCTION

Christopher A. Joseph & Associates (CAJA) is pleased to present this proposal to provide environmental consulting services for the Moorpark General Plan Update to the City of Moorpark. The proposed consulting services addressed in this proposal will provide environmental documentation necessary to analyze the impacts of the proposed General Plan Update. Based on the information provided in the Request for Proposal (RFP), CAJA's primary objective is to work directly for the City of Moorpark in obtaining environmental clearance for their General Plan Update in the form of an Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA) statutes and guidelines.

Christopher A. Joseph & Associates (CAJA) is an environmental consulting firm that specializes in environmental planning, research, and documentation for public and private sector clients. The firm operates seven offices in cities throughout California, including Oakland, Petaluma, West Los Angeles (main office), Downtown Los Angeles, Agoura Hills, Santa Clarita, and Mammoth Lakes. For the scope of work described in this proposal, CAJA's Agoura Hills office would act as the project operation center. Information for the Agoura Hills office is as follows:

Christopher A. Joseph & Associates
30851 Agoura Road Suite 210
Agoura Hills, CA 91310
Phone: (805) 782-9708
Fax: (818) 735-9708

Project Contact: Curtis Zacuto, Senior Vice President
Company Tax ID: 20-0511279

For over 19 years, CAJA has offered a broad range of environmental consulting services with a particular emphasis on CEQA and NEPA documentation. Having provided consulting services for hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, the company and staff have earned a reputation for thorough and conscientious work. In addition to the high caliber work products that CAJA invariably delivers, the company's status as a well-known and respected leader in the environmental planning field is largely based on the personalized, accessible, and honest service that CAJA guarantees to each and every client.

CAJA is experienced in preparing the full gamut of CEQA documents, such as Initial Studies, Negative Declarations and Mitigated Negative Declarations (ND/MNDs), Environmental Impact Reports (EIRs) (including Project EIRs, Focused EIRs, Program EIRs, Subsequent EIRs, Supplemental EIRs, and Master EIRs), and Addenda. In addition to the preparation of CEQA- and NEPA-related analyses and documentation, CAJA provides specialized environmental analyses and services to meet each client's individual needs. The company's diverse assortment

of services includes the preparation of stand-alone environmental analyses (e.g., aesthetics/viewsheds, shade/shadow, air quality, noise, land use/zoning, and baseline evaluations); environmental review management; preparation and oversight of Mitigation Monitoring Programs (MMPs); peer review services; expert witness testimony; environmental constraints analysis; strategic assistance; and project benefit analysis. CAJA's project experience includes environmental clearance documentation and third-party review for all types of projects and programs, including industrial, commercial, institutional, residential and mixed-use projects; entertainment/events projects; and public projects and programs. CAJA is also fully skilled in the tasks typically associated with the preparation of CEQA documentation, including document distribution to State and local agencies, public noticing and outreach (including the facilitation of public scoping meetings and hearings), and coordination of stakeholder interests.

CAJA's carefully selected staff brings a wealth of knowledge and experience to each project. With educational backgrounds in the fields of environmental studies and management, public policy and planning, geography, biology, anthropology, and political science (among others), the staff members are fully prepared to identify and address a wide array of environmental issues. Led by its reputable project management staff, CAJA's commitment to high-quality, efficient, and individualized service is carried through to every project.

With seven offices in California, CAJA provides consulting services to public and private sector clients throughout the entire state, with primary emphasis on projects in the greater Los Angeles area, the San Francisco Bay region, and Ventura County.

II. PROJECT TEAM

TEAM ORGANIZATION AND QUALIFICATIONS

CAJA has assembled an experienced and well-qualified project team to prepare the required environmental documentation for the proposed project in a timely and cost-effective manner. Resumes including each staff member's qualifications, project experience, educational background, and professional affiliations are included in Appendix A to this proposal and are available online at www.cajaeir.com. The project team organizational hierarchy is depicted in Figure 1, Project Team Organization Chart, located at the end of this section.

The project team has worked together on a variety of projects over the last two to five years. Several members of the CAJA team have been involved in preparation of programmatic EIRs including those for general plan updates.

Curtis Zacuto, Principal in Charge

Mr. Curtis Zacuto, Senior Vice President, has over 20 years of diverse experience in planning and environmental analysis. Prior to joining CAJA, Mr. Zacuto was a Principal Planner with UCLA Campus Planning, where he coordinated the environmental review process and was responsible for the preparation of CEQA documents. He also identified and resolved issues concerning project schedules and consistency with the UCLA Long Range Development Plan (General Plan). While at UCLA, the Long Range Development Plan was updated, and Mr. Zacuto managed the programmatic EIR. Mr. Zacuto also acted both as project manager and principal writer at other environmental consulting firms for numerous CEQA projects, including general plans, mixed-use developments, residential subdivisions, institutions (schools, universities, and hospitals), hotels, and master plans. Mr. Zacuto has managed several programmatic EIRs including general plan updates for the Cities of Lancaster, South Pasadena, and Sierra Madre. He is currently the Principal in charge on six programmatic EIRs on six community plan updates for the City of Los Angeles. Mr. Zacuto's background in public sector planning and private consulting has resulted in a comprehensive understanding of the complex relationships between land use regulations, environmental impacts, and project implementation.

Katrina Hardt-Holoch, AICP, Project Manager

Ms. Katrina Hardt-Holoch is a Project Manager at CAJA's Oakland office with eight years of experience preparing CEQA and NEPA environmental documents. Her project experience ranges from specific plans and general plan amendments to large-scale master plans, mixed-use and housing developments, roadway and infrastructure improvements, development of governmental facilities, business parks, college campus expansions, and new school sitings. She has prepared a

variety of document types including addenda, EIRs (including Project EIRs, Subsequent EIRs, and Supplemental EIRs), Initial Studies, Environmental Impact Statements (EISs), Environmental Assessments, and joint NEPA/CEQA documents.

Ms. Hardt-Holoch will serve as Project Manager for the proposed scope of work and will act as the day-to-day contact for City staff. She will be responsible for overseeing the preparation of all environmental analysis sections and responses to comments by the CAJA team, reviewing all technical studies prepared by CAJA's subconsultants and the applicant's subconsultants, coordinating the major milestones in the project schedule, and facilitating and participating in public scoping meetings and hearings

Stacie Henderson, Senior Environmental Planner

Ms. Stacie Henderson is a Senior Environmental Planner at CAJA. Ms Henderson has a B.A. degree in Political Science and a J.D. degree. At CAJA, Ms. Henderson is responsible for writing a variety of environmental sections for EIRs, Negative Declarations, MNDs, and Initial Studies. Ms. Henderson assists planners with project-related tasks including site photography, land use surveys, internet research, document management, production, and distribution.

Scott Wirtz, Project Manager/Environmental Scientist

Mr. Scott Wirtz, a Project Manager/Environmental Scientist at CAJA's Agoura Hills office, has been involved in both the academic and professional fields of environmental analysis since 1998. Mr. Wirtz's noise monitoring and analysis experience includes, but is not limited to the Sacramento Rapid Transit (EIR), San Francisco Third Street Redevelopment Plan, UCR Long Range Development Plan, UCLA Long Range Development Plan, Armstrong Ranch (EIR), Huntington Beach Block 104/105 Redevelopment Plan, Lynwood Unified School District, City of Pasadena City Hall Seismic Retrofit, Rose Bowl (EIR), and the Newport Beach General Plan Update. He has received specialized training in the Federal Highway Administration (FHWA) Transportation Noise Model (TNMv2.5) and Federal Transit Administration (FTA) Railway Noise and Vibration Analysis.

Bryan Chen, Senior Environmental Scientist

Mr. Bryan Chen has 10 years of professional experience with human health risk assessments and air quality issues. Mr. Chen is the lead human health risk assessor at a number of former California Navy installations including Treasure Island, Concord, and Alameda Point evaluating potential health risks associated with the sites under various future land use conditions. Mr. Chen also serves as the human health risk assessment lead on various projects that utilize his experience with multi-chemical, multi-pathway exposure assessments, air dispersion modeling, and litigation support.

Shannon Lucas, Principal of Biological Services

Ms. Shannon Lucas is Principal of Biological Services at CAJA and will serve as the Principal Biologist and assist with overseeing project implementation, performing quality assurance for all work products, and maintaining the project budget. Ms. Lucas has over 10 years of experience in biological resource evaluation and restoration, including impact analysis, and regulatory permitting. She has conducted and/or managed numerous large- and small-scale vegetation, botanical and wetland studies throughout northern and southern California, including for national and state parks and local public agencies. She has been trained in, and has extensive experience, conducting agency protocol-level surveys for plant communities, sensitive plants and wetlands. She has managed the preparation of biological resources sections of numerous CEQA documents, including EIRs and MNDs, as well as other large-scale documents such as Resource Management Plans, Biological Assessments (under Section 7 of FESA) and biological resource sections of EAs under NEPA. She has conducted numerous studies and assessments in various habitat types including freshwater and tidal wetlands, native grasslands, riparian corridors, chaparral, and oak woodlands.

David Benjamin, Graphics Specialist

Mr. David Benjamin is a Graphics Specialist who will provide graphics expertise to support the aesthetics analysis for the proposed project. Mr. Benjamin is responsible for providing accurate, compelling 3D rendered visualizations, photomontages, and shade/shadow analysis. Mr. Benjamin's graphics responsibilities include proposal graphics and presentation graphics (i.e. base maps, land use and zoning overlays and aerial photographs). Mr. Benjamin assists in the research and production of various EIR sections. Mr. Benjamin is also responsible for site surveys, photography of sites, internet research, and graphics.

PROJECT EXPERIENCE AND REFERENCES

CAJA has prepared environmental documentation for a variety of General Plan, Specific Plans, and Master Plans throughout California, making it well qualified to prepare CEQA documentation for the City of Moorpark General Plan Update. Projects representative of the team's qualifications and ability to perform the proposed scope of work are listed below. For a comprehensive list of CAJA's project experience, please visit www.cajaeir.com.

City of Los Angeles New Community Plan Program Boyle Heights, Granada Hills, San Pedro Sylmar, West Adams, and Westlake Community Plan Areas

CAJA is currently preparing programmatic EIRs for six Community Plans in the City of Los Angeles. The City of Los Angeles contains 35 Community Plan Areas which comprise the Land Use Element of the City of Los Angeles General Plan. The six community plans include: San Pedro Community Plan, West Lake Community Plan, West Adams Community Plan, Boyle Heights Community Plan, Sylmar Community Plan and Granada Hills Community Plan. Each

Community Plan is intended to promote an arrangement of land uses, streets, and services in the Community Plan area to encourage economic vitality; social and physical well-being; and general health, safety, welfare and convenience for the people who live and work in the community. Each Community Plan proposes changes to zoning designations, amendments to land use plan designations and establishment of overlay zones, as appropriate. Key Issues for each Community Plan include traffic/transportation, noise, air quality, hazards, visual resources, biology, cultural resources, land use, geology, hydrology, population and housing, public services, and utilities. Mr. Zacuto and Ms. Hardt-Holoch are both project managers for these Community Plan Update programs, managing three community plans each concurrently.

Contact:

John Dugan
Deputy Director
City of Los Angeles, Department of City Planning
200 N. Spring Street, Suite 525-D
Los Angeles, CA 90012
213-978-1274

City of Lancaster MEA and General Plan 2020 Program EIR

Prior to joining the firm, CAJA staff managed the preparation of the Master Environmental Assessment and General Plan 2020 Program EIR for the City of Lancaster. Three alternative land use plans were considered for the city that examined various levels of growth in and contiguous to the city's existing urban core. This approach helped identify specific requirements for infrastructure expansion, facility demands, long-term operations and maintenance impacts to the City and impacts with respect to traffic, air quality, noise and quality of life. This Program EIR is used to tier subsequent environmental analysis for proposed development projects within the city. Mr. Zacuto was the project manager for this General Plan Update program.

Contact:

David Ledbetter
Senior Planner
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534
661-723-6100

Foothill De Anza Community College Facilities Master Plan

CAJA is currently preparing an EIR and an Addendum EIR for projects on the two Foothill De Anza Community College Districts campuses. The Foothill De Anza Community College District 2007 Facilities Master Plan proposes construction, demolition, renovation and site improvement projects on the Foothill and De Anza College campuses to upgrade, maintain and replace facilities,

accommodate new students, and keep pace with technology. Construction projects include new buildings, expansion of parking lots, and ADA upgrades. Many buildings will be renovated to support program changes and to update building function/systems and aesthetics. Site improvement projects include resurfacing of parking lots, improved transit, bicycle, and pedestrian facilities, and upgrades to utilities and landscaping at the Colleges. Key environmental issues include traffic generation, noise, cultural resources, visual resources, and hydrology. Ms. Hardt-Holoch is the project manager for this EIR and Addendum.

Contact:

Charles Allen
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OTHER RELEVANT PROJECT EXPERIENCE

UCLA Long Range Development Plan Program EIR

Prior to joining CAJA, Mr. Zacuto and Mr. Wirtz participated in the preparation and management of the Long Range Development Plan (LRDP) for the University of California, Los Angeles campus. The LRDP is a land use plan, similar to a General Plan and Specific Plan, in that it guides the physical development of the campus. The 419-acre campus is divided into land use categories allowing growth of the campus up to approximately 1.71 million square feet of additional development by 2010. A Program EIR was prepared analyzing the future impacts of additional growth on campus and will be used to tier subsequent environmental analysis for future development within the remaining 1.71 million square feet allocated under the 2002 LRDP. Mr. Zacuto was an assistant project manager for this Long Range Development Plan Update program.

City of Healdsburg General Plan Update EIR

CAJA prepared the EIR for the Healdsburg General Plan Update program. The Healdsburg General Plan is a comprehensive revision and update of the 1987 General Plan and consisted of updates to the Land Use, Economic Development, Transportation, Public Services, Natural Resources, Safety, Community Design, Historic and Cultural Resources, and Administration and Implementation Elements. These revisions included updating the General Plan planning background information, and changes to General Plan policies, General Plan land use designations, and the General Plan Land Use Map. Key issues included traffic/transportation, noise, cultural resources, hazards, solid waste, land use, water supply, sewer services, air quality, housing, and biological resources. Ms. Hardt-Holoch was the project manager for this General Plan Update Program.

Antelope Valley Enterprise Zone

Prior to joining CAJA, Mr. Zacuto managed the Program EIR for the Cities of Lancaster and Palmdale and the County of Los Angeles. As part of the Enterprise Zone designation process, the Cities were required to prepare an EIR on the proposed zone which encompassed 25,000 acres of land in the urbanized portions of the Cities of Palmdale and Lancaster and the unincorporated Los Angeles County. After certification, the document was attached as part of the application for the Enterprise Zone and, subsequently, the Cities and County received the last Enterprise Zone designation. The Program EIR is used to tier subsequent environmental analysis on proposed development projects within the Enterprise Zone. Mr. Zacuto was the project manager for this programmatic EIR.

City of South Pasadena General Plan and EIR

Prior to joining CAJA, Mr. Zacuto managed the preparation of the Land Use Policy analysis for the Land Use Element and the Program EIR on the entire General Plan Update program for the City of South Pasadena. The adoption of the General Plan did not result in any physical changes to the environment. The EIR focused on the land use changes which had a potential for impact if the land use policy plan was implemented. In general, the overall distribution of land uses in the city did not change significantly. Residential development continued to be the dominant land use in terms of land area, followed by commercial, office, manufacturing and community facilities. The EIR included discussion of the controversial freeway extension proposed by Caltrans for over 30 years that would bisect the city. This Program EIR is used to tier subsequent environmental analysis for proposed development projects within the city. Mr. Zacuto was the project manager for this General Plan Update program.

City of Sierra Madre Master Environmental Assessment and General Plan Program EIR

Prior to joining CAJA, Mr. Zacuto managed the preparation of the Master Environmental Assessment and General Plan Program EIR for the City of Sierra Madre. As a built out city, General Plan update did not result in any physical changes to the environment. Some minor adjustments to land use categories and identification of some redevelopment opportunities were the land use focus of the plan. This Program EIR is used to tier subsequent environmental analysis for proposed development projects within the city. Mr. Zacuto was the project manager for this General Plan Update program.

California Lutheran University Master Plan EIR

Prior to joining CAJA, Mr. Zacuto managed the preparation of the EIR on the Master Plan for California Lutheran University campus located in Thousand Oaks. The Campus Master Plan is a land use plan, similar to a General Plan or Specific Plan, in that it guides the physical development of the 278 acre campus based on conceptual land uses. The Program EIR prepared for this project analyzed additional development of approximately 1.5 million square feet of development by 2015.

The Program EIR will be used to tier subsequent environmental analysis for future development within the 1.5 million square feet. Mr. Zacuto was the project manager for this EIR.

Yuba and Sutter Counties Enterprise Zone EIR

The Yuba-Sutter Enterprise Zone is one of the ten original zones to be designated and is now one of 40 enterprise zones throughout California. An Enterprise Zone is an area in which companies are eligible for State incentives and programs not available to businesses located outside of the Enterprise Zone. The Enterprise Zone designation does not authorize any new rural or urban development that conflicts with existing land use plans, codes, and ordinances of the participating jurisdictions. The Yuba-Sutter Enterprise Zone was designed on October 15, 1986. Its designation was scheduled to end on October 14, 2001, but a 5-year extension was granted to the Zone that ended on October 2006. The EIR analyzed the impacts of renewing and expanding the Enterprise Zone. Ms. Hardt-Holoch was the project manager for this programmatic EIR.

Redwood City Downtown Area Plan and Housing Element EIR, California

Prior to joining CAJA, Ms. Hardt-Holoch prepared a combined Environmental Impact Report for the proposed Redwood City Downtown Area Plan and the Redwood City Draft Housing Element, 1999-2006. The Downtown Area Plan is a policy-based document intended as a framework to guide the downtown's revitalization efforts. Housing developed as part of the Downtown Area Plan contributes to the Redwood City Housing Element's identified housing opportunity sites, intended to meet the City's share of the regional housing need. An additional component of the project was the construction of an outdoor event plaza in the Downtown area, adjacent to the historic Redwood City Courthouse. The EIR assessed the impacts of the demolition of the historically significant Courthouse Annex, water supply, land use, traffic, air quality, and noise. Ms. Hardt-Holoch was the project manager for this EIR.

Antioch General Plan Update and EIR

Prior to joining CAJA, Ms. Hardt-Holoch prepared the Antioch General Plan Update and EIR. The updated Antioch General Plan addressed the short-term and long-term issues concerning the protection of community lifestyles, expansion of the community's economic and employment base, and the provision of needed public services. Ms. Hardt-Holoch was part of a team responsible for developing three general management strategies and growth scenarios and presenting them in a report, updating all elements of the General Plan, preparing the EIR on the Plan, and making the necessary changes to the Zoning Ordinance. Tasks included data collection, GIS mapping, design and maintenance of an informative web site, staff and community workshops, and extensive liaison with a Steering Committee and other agencies. Two of the most important issues addressed in the General Plan included providing an inventory of land to provide housing and commercial opportunities, and identifying a realistic strategy for resolving existing and future traffic congestion. Key issues in the EIR were land use and planning, traffic, aesthetics, public services and utilities,

and cultural resources. Ms. Hardt-Holoch was the assistant project manager for this programmatic EIR.

Campbell General Plan Update EIR

Prior to joining CAJA, Ms. Hardt-Holoch worked on the Campbell General Plan Update EIR. The City of Campbell, located in Santa Clara County, has a population of approximately 38,000. The City has limited vacant land available for development, and most new development involves the reuse or redevelopment of under-utilized sites. The Draft General Plan was written to reflect current community conditions, and included five primary elements: Land Use and Transportation; Open Space, Parks and Public Facilities; Health and Safety; Conservation and Natural Resources; and Housing. The EIR specifically analyzed the effects of changes proposed by the Draft General Plan on the physical environment including land use compatibility, and changes to population, employment, and housing within the City of Campbell to determine the effect of these changes on the City's jobs/housing balance. Ms. Hardt-Holoch was the assistant project manager for this programmatic EIR.

Alameda Point General Plan Amendment EIR

Prior to joining CAJA, Ms. Hardt-Holoch worked on the Alameda Point General Plan Amendment EIR. Alameda Point is an approximately 1,400-acre parcel located in the City of Alameda, an island community with little room for new housing or expansion of business opportunities. The General Plan Amendment consisted of policies and land use diagrams to guide reuse of the former Naval Air Station (NAS) Alameda, now referred to as Alameda Point. Proposed land uses at Alameda Point consisted of light industry/business park/offices, industrial/warehousing, marina-related industry, civic/institutional, commercial, recreational, and residential uses. Traffic was the largest issue due to Alameda's limited access points and adjacency to Oakland's Downtown area and Chinatown, known areas of traffic congestion. The project required close communication and cooperation between the Cities of Alameda, Oakland, and the EIR consultants to resolve traffic issues. Ms. Hardt-Holoch was an integral part of the project team, working closely with the traffic consultants, other subconsultants, and the City of Alameda's Planning Department and Public Works Department. Other key issues included land use and policy consistency, population, employment, and housing, aesthetics, air quality, noise, and hazardous materials. Ms. Hardt-Holoch was the assistant project manager for this programmatic EIR.

NBC Studios Master Plan Facility EIR

Prior to joining CAJA, Mr. Zacuto worked on the preparation of the EIR for the NBC Studios Master Plan project. The Master Plan defined the maximum amount of development allowed on the property along with the uses permitted and height and setback standards for new buildings. With the overall development parameters, flexibility in the location and use of individual buildings were allowed. The Master Plan did not address specific design features, such as architecture of individual buildings or detailed landscape plans. The proposed Master Plan allowed the

development of 1.25 million square feet of media space with the maximum height of the buildings of 15-stories.

Warner Bros. Studios Master Plan

Prior to joining CAJA, Mr. Zacuto worked on the preparation of the EIR for the Warner Bros. Studios Master Plan project. The proposed master plan covered two lots in the City of Burbank, the Main and Ranch Lots. The master plan did not address specific design features rather individual building projects under the master plan were subject to review by the City of Burbank for consistency with development regulations of the approved Planned Development. The master plan was intended to address the needs of the studio for production and related media space over the next 20 years. On the Main Lot, approximately 2.66 million square feet of new studio facilities could be developed. Existing building space totaling .37 million square feet would be removed to allow for new construction. On the Ranch Lot, approximately 1.15 million square feet of new studio facilities was planned. Approximately .09 million square feet of existing buildings were to be removed to allow for new construction.

Santa Monica Studios EIR

Prior to joining CAJA, Mr. Zacuto prepared an EIR for the City of Santa Monica on a proposed 379,000 square foot studio complex (Santa Monica Studios) that included production office as the majority of space proposed followed by production stage, food court, restaurant and 66 live/work studio units. The project site was located on an irregular shaped 6.5 acre site and bounded by noise sensitive businesses. The project involved demolition of approximately 107,000 square feet of existing business commercial space. Occupants of the businesses were proposed to be relocated to other nearby facilities.

CAJA's Project List

A comprehensive list of CAJA's projects and clients is included in Appendix B.

SUBCONSULTANTS

CAJA is teamed on this proposal with transportation consultants Fehr & Peers. Fehr & Peers specializes in providing transportation planning and traffic engineering services to public and private sector clients. Fehr & Peers has extensive experience in the planning and development of city-wide transportation systems and the associated planning tools. The firm is an industry leader in travel demand forecasting development and application, while initiating research in the areas of smart growth techniques, direct ridership forecasting, and GIS tools. The firm has conducted General Plan updates for numerous northern California communities including Los Altos, Petaluma, San Leandro, Saratoga, Sacramento, Stockton, East Palo Alto, South San Francisco, Citrus Heights, and El Dorado County. The Fehr & Peers team will include Thomas Gaul and Netai Basu. Resumes for these team members are located in Appendix A.

Ventura Mobility Plan

Fehr & Peers is currently preparing the Mobility Element for the City of San Buena Ventura. For this project, Fehr & Peers will be developing a series of GIS tools to assess the impact of land use and transportation changes on transit, pedestrian and bicycling usage. This, in turn, will influence auto travel patterns. A major outcome of the study will be to develop alternative mode performance measures that vary by street function. As an example, the measure of effectiveness for transit-preferential streets may be transit travel times rather than mixed-flow intersection level of service.

Tiburon General Plan EIR

Fehr & Peers conducted the transportation analysis for the Tiburon General Plan EIR. Fehr & Peers updated the Town's traffic model to include changes to future land uses, and utilized the resulting model outputs to develop a forecast of traffic growth resulting from build-out of the General Plan land uses, including a level of service (LOS) analysis at key intersections on Tiburon Boulevard. Fehr & Peers also analyzed potential impacts to bicycle, pedestrian and transit circulation resulting from the General Plan.

San Leandro General Plan Circulation Element and Bicycle and Pedestrian Master Plan

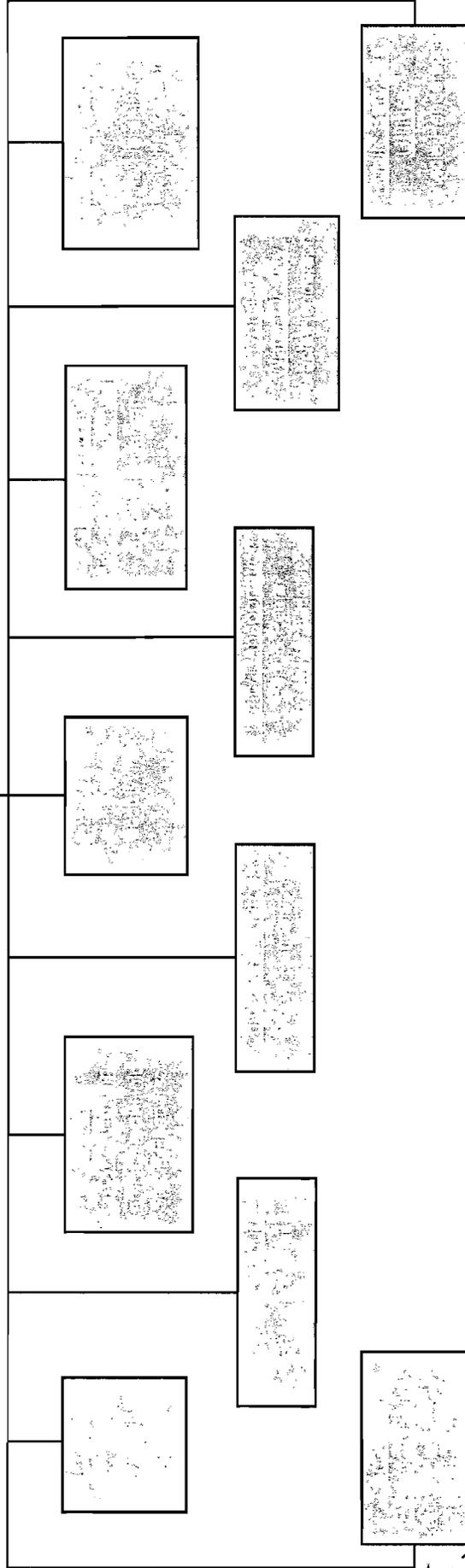
Fehr & Peers updated the General Plan Circulation Element and prepared a Bicycle and Pedestrian Master Plan for the City of San Leandro. The General Plan contains policies and implementation strategies to proactively address the City's land use and transportation issues, including neighborhood traffic calming and an emphasis on alternative forms of transportation. The Bicycle and Pedestrian Master Plan included an inventory of existing bicycle facilities, identifying constraints, needs, and opportunities, design and engineering, prioritizing candidate projects and programs, and an implementation plan that included funding strategies. Key issues included identifying constraint areas and developing design and engineering solutions, including at-grade railroad crossings; prioritizing candidate projects and programs and developing an implementation plan that included funding strategies; and proposing a system that includes a BART trail and utilization of flood control channels. Subsequent to the preparation of the Master Plan, Fehr & Peers assisted the City with the implementation of about 30 miles of bikeways throughout the City. Many of the bikeways employ innovative design treatments including the Bancroft Avenue bikeway that removed travel lanes on a key north-south roadway and the BART Rail-with-Trail (currently under consideration by Union Pacific).

PENDING OR PREVIOUS LITIGATION

CAJA has been established as a corporation since January 1, 2004, prior to which time it was a sole proprietorship. Throughout CAJA's 19-year history, there have been no judgments, litigations, licensing violations, or other violations, outstanding or resolved, filed against the company.

Lead Agency
City of Moorpark
Barry K. Hogan
Deputy City Manager

CEQA Documentation
Christopher A. Joseph & Associates
Curtis Zacuto, Principal-in-Charge
Katrina Hardt-Holoch, Project Manager



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III. STUDY PLAN

PROJECT UNDERSTANDING

The project is a comprehensive update of the City of Moorpark's General Plan. The update will include a comprehensive update of all state mandated General Plan Elements and some optional elements. The proposed Moorpark General Plan contains six elements: Land Use, Circulation, Open Space, Conservation and Recreation (OSCAR), Housing, Noise, and Safety. These six chapters will contain all seven state mandated general plan elements and three additional optional elements, Bikeways (Circulation Chapter), Trails (OSCAR Chapter), and Recreation (OSCAR Chapter). The Housing Element will be updated in a separate process and will not be included as part of the project. The last General Plan Update occurred in 1992 and an update is necessary to reflect current conditions in the City. The City has prepared GIS maps for the General Plan that will be available for use in the analysis.

SCOPE OF WORK

CAJA's understanding of the proposed project is based on our review of the Request for Proposals (RFP) and consultation with City of Moorpark staff. Our scope of work is divided into two key phases. The first phase includes the tasks that involve our initial start-up tasks for the Project pursuant to CEQA. Phase I will involve preparing and circulating the Notice of Preparation and conducting a public Scoping Meeting. Phase II will involve preparation of the Draft EIR and the Final EIR.

Because the project is an update to all of the Elements (other than Housing) of the existing City of Moorpark General Plan, it is anticipated that the EIR will be a full spectrum EIR and that all CEQA Checklist topics will be analyzed. Therefore, CAJA recommends that the City not prepare an Initial Study for the project; thereby shortening the EIR schedule and preserving the budget. Based on our understanding of the project, CAJA proposes the following scope of work to prepare an EIR for the project.

Phase I

Task 1: Attend Kick-Off Meeting

Curtis Zacuto and Katrina Hardt-Holoch and other project team members (as needed) will attend a kick-off meeting with City staff. The purpose of the meeting is to: 1) introduce the project team to City staff; 2) collect all relevant reports and planning documents (or identify relevant documents for copying); 3) discuss the desired format of the required environmental document(s);

4) resolve issues regarding overall assumptions; 5) identify other key contacts at the City; and 6) discuss communication protocols.

Task 2: Prepare and Circulate Notice of Preparation (NOP)

Following the kick-off meeting CAJA will prepare an administrative draft Notice of Preparation (NOP) for review by the City.¹ The NOP will be prepared using the City's preferred format and will satisfy the requirements of CEQA and the State CEQA Guidelines. Upon receipt of the City's comments on the administrative draft NOP, CAJA will revise and submit a Screencheck NOP to the City to confirm that all City comments have been incorporated. Following the City's approval of the Screencheck NOP, CAJA will finalize and circulate the NOP to the State Clearinghouse, Responsible and Trustee Agencies, County Clerk, and others. The City will provide additional distribution to interested parties. Direct costs associated with noticing requirements (i.e., certified mailing, County posting fees, radius map and mailing list fees, publishing fees for the local newspaper, etc.) are not a part of our budget estimate and are assumed to be covered via direct payment by the client.

Deliverables: Electronic (Word and PDF) versions of the Draft, Screencheck, and Final NOP..

Task 3: Attend Public Scoping Meeting

During the public review period of the NOP, CAJA staff will assist the City in conducting a public scoping meeting. CAJA will present the proposed scope of work and will record all comments received. After the close of the NOP circulation period, CAJA will review and summarize all oral and written responses to the NOP and will consult with City staff to confirm that the proposed scope of work addresses all CEQA-related topics raised by commenters that have not already been considered and discussed with the City. If any deficiencies in the scope of work are identified, a contract amendment may be requested.

Task 4: Prepare Administrative Draft EIR

CAJA staff will review all available documentation related to the project, including but not limited to: the City of Moorpark's existing and Draft General Plan, City of Moorpark Zoning Code, the City's existing General Plan EIR, any other environmental documents for projects in the area, Planning Commission and City Council Reports, and technical studies that have already been prepared for the project.

¹ *Because the EIR will include a discussion of each of the environmental topics included in Appendix G of the CEQA Guidelines, CAJA recommends that an Initial Study not be prepared and that environmental topics not requiring detailed study (mineral resources) be addressed in Impacts Found to be Less Than Significant.*

CAJA will prepare the Administrative Draft EIR. The EIR will be prepared in accordance with CEQA and the State CEQA Guidelines. The primary sections of the EIR are proposed as follows:

- **Introduction/Summary**

The Introduction/Summary will include an introduction to the EIR that identifies the project applicant and lead agency; a summary of the project description and alternatives; a background discussion of the environmental review and the project approval process; an outline of the EIR's organization; and a tabular summary of potential environmental impacts, proposed mitigation measures, and the level of significance after mitigation.

- **Environmental Setting**

The Environmental Setting section will provide a general physical description of the City and the surrounding area. Graphics will be presented, including (but not limited to) a local and regional location map, existing site photos, and aerial photo. A discussion and tabular list of related projects/cumulative development in the City will be presented, and the location of such development will be plotted on an area map. CAJA recommends that a related projects "list-based" approach be used, in accordance with Section 15130(b)(1)(A) of the State CEQA Guidelines, to analyze the potential cumulative impacts of the project in combination with other projected growth in the area.

- **Project Description**

CAJA will review all relevant project description materials and will prepare a preliminary version of the project description that will be used in the required environmental document(s). The project description will include discussions of the following: 1) the project site's regional and local location; 2) project objectives and goals; 3) project characteristics, including but not limited to descriptions of proposed land use definition changes, land use map revisions, and General Plan policy revisions; and 4) required discretionary actions.

- **Environmental Impact Analysis**

Impacts Found to be Less Than Significant. The Environmental Impact Analysis section will begin with a subsection listing each environmental impact area determined not to have a potentially significant impact on the environment, with an accompanying discussion of the reasons for the determination. The Impacts Found to be Less Than Significant section will discuss the rationale behind scoping out any topics for which there are no impacts from analysis and will provide greater visibility of the reasoning behind why certain issues are not analyzed in depth in the EIR,

ultimately strengthening the reviewer's 1) understanding of the project's potential impacts and 2) ability to navigate the analysis.

CAJA's anticipated approach to analyzing the project's environmental impacts under each topic in the CEQA Checklist is based on our preliminary understanding of the project. Our approach has been formulated to provide a basis for the cost and schedule proposal, and may be refined based on City input and/or public comments received during the NOP scoping period (including comments from responsible agencies, service providers, etc). While some changes to the proposed approach can be covered under the current cost and schedule proposal, others, such as adding an analysis to the EIR that would have otherwise been "scoped out", would require a supplementary budget, which CAJA can prepare at the City's request.

Impacts Found to be Potentially Significant. This section will include a detailed analysis for each of the environmental issues for which the project could result in potentially significant impacts, as determined by the analysis and based on public comments received on the NOP. Each topic will be addressed in its own respective section and will include a description of the existing conditions, a discussion of the potential environmental impacts associated with the project (during both construction and operation), a discussion of potential cumulative impacts, recommended mitigation measures for any significant project-specific and cumulative impacts, and the level of impact significance after implementation of mitigation. The existing City of Moorpark General Plan also be used wherever appropriate to establish the baseline conditions, cumulative impacts, and related matters. The major discussions in each analysis will include:

1. **Existing Conditions.** Analysis of the existing environmental setting is necessary in order to compare those conditions to any changes created and produced by the project, and to identify any significant environmental impacts of the project. For purposes of the EIR environmental analysis, the environmental setting is usually defined as the physical conditions in the affected area as they exist at the time the NOP is published (Section 15126.2 of the State CEQA Guidelines). The Existing Conditions section will also include a discussion of the Regulatory Setting, which will identify and describe the applicable laws, regulations, and adopted plans that guide development on the project site, including those at the federal, State, regional, and local level.
2. **Thresholds of Significance.** The specific criteria or threshold of significance for determining the level of significance for a particular subject area will be identified in each issue discussion, and will be consistent with

the criteria set forth in the State CEQA Guidelines and City General Plan standards, among others.

3. **Environmental Impacts of the Project.** Applying the applicable thresholds, each environmental subject area will be evaluated to determine the level of impact significance. Under CEQA, a significant impact is defined as a substantial, or potentially substantial, adverse change in the physical environment. The impact analysis will include short-term construction related impacts, operational impacts, and cumulative impacts for all environmental topics. This discussion will begin with a brief reiteration of the checklist questions within the overall subject area that for which there are no impact and will not be discussed further in the EIR (if any).
4. **Mitigation Measures.** Should it be found that the project (General Plan policies or other code-required measures) fail to mitigate identified significant impacts, mitigation measures will be presented in each respective environmental subject area and may fall into one of the following classifications:
 - *Mitigation Measures* – required to reduce an identified significant impact to a less-than-significant level.
 - *Recommended Measures* – recommended (but not required) to further enhance environmental conditions within the project and surrounding locale, and which can reduce an identified non-significant impact.
 - *Code-Required Measures* – required by local, regional, State and/or federal regulations and statutes that must be imposed as conditions of approval. Such code-required measures will be listed even though they are not necessarily required to reduce identified impacts.
5. **Cumulative Impacts.** The project’s impacts in combination with the potential impacts of the identified related development/cumulative growth in the City will be discussed. The discussion will note where mitigation is likely to be required of related projects to reduce cumulative impacts.
6. **Level of Significance after Mitigation.** A clear, concise statement of the level of significance after the incorporation of mitigation measures will be presented. Net impacts will be defined as either “significant” or “less than significant.”

At this point in the environmental review process it is anticipated that the following environmental topics will need to be examined in detail in the EIR (listed in corresponding order with the CEQA Checklist):

- ***Aesthetics:*** The City of Moorpark is located in the southeastern part of Ventura County near the Los Padres National Forest. The City has significant scenic resources and scenic vistas exist throughout the City, including views of Big Mountain and Happy Camp Canyon. CAJA will evaluate the potential for the General Plan Update to have a substantial adverse affect on scenic vistas and visual character of the City. CAJA will also evaluate the potential development under the General Plan Update to create a new source of light or glare which would adversely affect day or nighttime views in the area. CAJA will apply goals and policies from the OSCAR Element to help mitigate any identified impacts.
- ***Air Quality:*** The proposed project is in the located within the South Central Coast Air Basin (Basin), which exceeds national and State ambient air quality standards for ozone (O₃), respirable particulate matter (PM₁₀), and fine particulate matter (PM_{2.5}). The Ventura County Air Pollution Control District (VCAPCD) is the agency principally responsible for comprehensive air pollution control in the Basin. Primary air quality issues anticipated with the General Plan Update include impacts to regional air quality from indirect sources (i.e., project traffic generation), and temporary emissions of dust and diesel exhaust from construction activities.

The traffic generated by the General Plan Update will require a detailed study. Therefore, this scope of work includes a quantitative air quality analysis conducted in-house by CAJA specialists. Additionally, the proposed project would generate emissions that have been classified as greenhouse gases (GHGs) by the U.S. Environmental Protection Agency. While no single anthropogenic source can generate enough GHGs to affect climate change, the combined emissions from all the sources in a region can and must be addressed. These emissions do not currently have established thresholds at the federal, state or local levels. However, it is likely that established thresholds will be established in the near future and that air agencies will require that projects consistency with these established thresholds. Therefore, we recommend that the analyses also discuss the generation of greenhouse gas emissions associated with construction and operation of the proposed project.

CAJA will: identify existing regional emissions for the past three years using information obtained from the California Air Resources Board (CARB); calculate existing localized emissions of carbon monoxide using data from the traffic report; recommend the appropriate VCAPCD measures that would reduce any identified construction-related significant impacts to a less-than-significant level; identify the thresholds of significance recommended by the VCAPCD for operational emissions; calculate operational mobile and area source emissions using the URBEMIS 2007 model recommended for use by the VCAPCD; compare the predicted emissions to the thresholds of significance recommended by the VCAPCD; calculate future localized carbon monoxide concentrations at intersections in the project vicinity that would be most affected by project-generated traffic; compare the resulting emissions to state and national ambient air quality standards; discuss the consistency of the project with the current Ventura County Air Quality Management Plan (AQMP); generally characterize the potential health risks associated with toxic air contaminants (TACs) emissions generated by the General Plan Update; if feasible, identify mitigation measures to reduce or avoid any potential project-specific or cumulative impacts to air quality, and quantify their effectiveness based on methodologies available from VCAPCD and other sources; and calculate the rate and quantity of carbon dioxide emitted as a result of the General Plan Update.

The emission of carbon dioxide is presented as the global warming potential (GWP) as described by the CCAR protocol. The natural gas use and energy demand of the GPU will be calculated using the URBEMIS 2007 model and GHG emission factors from the CCAR Protocol will be applied to the respective consumption rates in order to calculate annual GHG emissions in metric tons. Additionally, motor vehicle emissions will be calculated using the URBEMIS 2007 model and emission factors from the CCAR Protocol. CAJA will also conduct a comparative analysis of the GHG reduction strategies outlined in the Climate Action Team's (CAT) Report, which was prepared for Governor Schwarzenegger and the California Legislature (2006); the comparative analysis will weigh the recommended state wide strategies against the updated general plan strategies that may reduce the emission of GHGs, in addition to incorporating any information from the VCAPCD's Rules and Regulations.

CAJA will apply policies from the Conservation Element to mitigate or reduce impacts associated with buildout of the General Plan Update.

- **Biological Resources:** CAJA will assess the distribution of special status species, as well as sensitive habitats such as marshlands and riparian corridors and analyze the impact of the implementation of the General Plan Update on these resources. CAJA will assess the potential for impacts to identified species and will analyze impacts to biological resources resulting changes in land use. Where appropriate, alternatives or additional General Plan policies will be recommended. CAJA will apply policies from the Conservation Element to mitigate or reduce impacts to biological resources associated with buildout of the General Plan Update.
- **Cultural Resources:** This section of the EIR will provide analysis of anticipated impacts associated with cultural resources as a result of implementation of the General Plan Update. CAJA will rely upon existing data such as existing conditions information gathered during the preparation of the General Plan Update for initial identification of cultural resources. CAJA will contact the local Native Americans for consultation on potential Native American sacred sites. Archival search will be conducted utilizing the Center for Public Archeology at California State University Fullerton for archaeological and paleontological records search. CAJA will ensure that the EIR complies with the requirements of SB18. CAJA will apply policies from the OSCAR Element to mitigate or reduce impacts to cultural resources associated with buildout of the General Plan Update.
- **Geology and Soils:** Based largely on the information collected to prepare the existing conditions for the General Plan Update, CAJA would prepare an analysis of potential impacts related to geology, soils, and seismicity that may result from implementation of the General Plan Update. A significant seismic event on one of the several active faults within the region (which would almost certainly occur at some time over the lifetime of the project) may result in direct (e.g., shaking-related damage to buildings and other improvements) and/or indirect impacts (e.g., earthquake-induced settlements or liquefaction) in the area. The analysis would describe the existing regional and local geologic setting, evaluate potential impacts using CEQA significance criteria, and present practical mitigation measures to address identified significant impacts, where appropriate. Based on our understanding of the project area, other anticipated impacts relating to geology, soils, and seismicity may include liquefaction, erosion, slope stability, and differential settlement. CAJA will apply policies from the Safety Element to mitigate or reduce impacts

related to geology and soils associated with buildout of the General Plan Update.

- ***Hazards and Hazardous Materials:*** Based largely on the information collected to prepare the existing conditions for the General Plan Update, CAJA will prepare the Hazards and Hazardous Materials section of the EIR, which will evaluate potential threats to public health and safety from hazardous materials and other hazards that could result from implementation of the General Plan Update. Potential impacts will be evaluated using CEQA significance criteria, and practical mitigation measures in the form of policies and implementation measures will be drafted to mitigate identified significant impacts, where appropriate. CAJA will review available environmental database reports and describe emergency and response evacuation plans, regulatory framework, and existing policies. Potential impacts will be assessed for implementation of the General Plan Update development. This analysis will include an evaluation of the potential for contaminants to be present in soil and groundwater of Moorpark (for example, from past land-filling activities or land uses) which could be released during construction activities or cause potential health hazards to site users following construction. Practical mitigation measures will be developed, if warranted, to address any identified significant impacts in the form of additional policies and/or implementation measures. Mitigation may include recommendations of environmental investigations at future development sites in Moorpark, collection and analysis of samples from future sites, implementation of construction worker health and safety and risk management plans (for protection of workers and the surrounding community), implementation of best management practices for hazardous materials storage during construction to minimize the potential for releases to occur, in addition to compliance with local, state, and federal hazardous materials regulations during construction. CAJA will apply policies from the Safety Element to mitigate or reduce impacts related to hazards and hazardous materials associated with buildout of the General Plan Update.
- ***Hydrology and Water Quality:*** Based largely on the information collected to prepare the existing conditions for the General Plan Update, CAJA will prepare an analysis and evaluate the hydrology and water quality environmental impacts of the General Plan Update. The City of Moorpark could potentially generate a substantially greater volume of stormwater runoff during peak flows compared to the existing conditions if new development results in increased impervious surface area in the

City. Drainage patterns and associated water quality may be altered. CAJA will describe hydrologic conditions, existing water quality conditions, and requirements of existing stormwater regulations. Based on review of available information, it is anticipated that due to an increase in total impervious area, impacts relating to hydrology and water quality may include an increase in runoff volume, erosion, and degradation of runoff water quality unless appropriate mitigation measures are implemented. CAJA will evaluate the increase in runoff volume and describe any potential degradation of water quality that would result from buildout of the General Plan Update. Practical mitigation measures that would reduce or eliminate any identified potential impacts related to hydrology, storm drainage, and water quality would be identified. Additional mitigation may focus on incorporating source control (designed to eliminate exposure of runoff to pollutants) and treatment control (designed to treat runoff that may contain pollutants). BMPs in future development proposals to minimize impacts to water quality. CAJA will apply policies from the OSCAR Element to mitigate or reduce impacts related to hydrology and water quality associated with buildout of the General Plan Update.

- **Land Use and Planning Policy:** CAJA will analyze the land use changes that would occur under the General Plan Update and identify potential conflicts between existing and proposed uses. This section will also discuss agricultural lands within the City or adjacent to the City boundaries, including Williamson Act lands. If appropriate, CAJA will prepare a neighborhood-by-neighborhood discussion and analysis of these changes including land use compatibility between areas of proposed changes and surrounding land uses. CAJA will also analyze consistency of the General Plan Update with applicable land use plans, policies, and regulations, including Ventura Council of Governments, Ventura County Transportation Commission, the City's Zoning Code, and other relevant planning documents. CAJA will evaluate impacts to loss of agricultural lands either directly or indirectly through development pressures or cancellation of Williamson Act contracts.
- **Noise:** This section of the EIR will provide analysis of the anticipated impacts associated with land use changes of the General Plan Update. Impacts may result from short-term construction activities, long-term traffic generated by changes in the land use map and locating of land uses near stationary noise sources will be discussed. The General Plan Update could result in an increase in the population of Moorpark resulting in a proportional increase in the amount of daily traffic trips

traveling on the City's circulation system. The increase in traffic could proportionally increase the overall ambient noise levels city wide. CAJA will utilize the project team's transportation consultants' traffic study for the noise analysis. CAJA will apply policies from the Noise Element to mitigate or reduce impacts related to noise associated with buildout of the General Plan Update.

- **Population and Housing:** Although CEQA does not require the inclusion of socio-economic analysis in EIRs, the effects on population and related issues are useful considerations in evaluating the magnitude and significance of proposed land use changes. This section of the EIR will address the potential population impacts as a result of changes in the land use map due to implementation of the General Plan Update. CAJA will utilize the demographic information from the U.S. Census, California State Department of Finance, and Southern California Association of Governments (SCAG) for characterizing the existing and future population of the city as well as rely upon existing data compiled during the General Plan Update. CAJA will apply policies from the Housing Element to mitigate or reduce impacts related to population and housing associated with buildout of the General Plan Update.
- **Public Services/Utilities:** Implementation of the General Plan Update could result in changes in the land use map with a potential population increase in residents as well as daytime visitors in commercial/retail areas. Land use changes could result in an increased demand for fire, police, school, recreational services, as well as additional demands on water, sewage, and solid waste. CAJA will use existing data compiled during the General Plan Update in identifying the public services and utility providers. CAJA will contact the Fire Department, Police Department, School District, Parks Department, Water, Sewage, and Solid waste providers by telephone or letter to obtain information assessing the potential impacts of the General Plan Update. CAJA will apply policies from various General Plan Elements to mitigate or reduce impacts to cultural resources associated with buildout of the General Plan Update.
- **Transportation/Traffic:** CAJA has retained the firm of Fehr & Peers to prepare a traffic analysis for the General Plan Update. The following describes the proposed scope of work for Fehr & Peers participation in the City of Moorpark General Plan Update Environmental Impact Report (EIR).

Project Initiation and Existing Conditions

Project Initiation and Coordination

At the outset of the study, discussions will be held with City of Moorpark staff to finalize and confirm the scope of services and key parameters for the traffic and circulation study. The study approach, study analysis locations (intersections and/or roadway links), forecasting methodologies and key assumptions will be discussed and confirmed with city staff.

For the purposes of this proposal, the following study parameters are assumed:

- The traffic study will quantify potential impacts of the proposed General Plan land uses for inclusion in the EIR impact analysis.
- The study will utilize the city's traffic model and its associated database as the tool for analysis of existing and future traffic conditions.
- Roadway link analysis is traditionally the level of detail used in long-term programmatic analyses such as those for general plan elements. Intersection analysis is at once more detailed but also more speculative over a long planning horizon because of the lack of detail in the preparation of land use schemes associated with the development of general plans. Based on previous experience, it is recommended that the roadway links option be used in the study. It is anticipated that up to 20 key roadway links would be analyzed the study.

Data Collection

City files will be researched to determine the availability of recent traffic count data for the roadway links identified for analysis in the study. The proposed scope of work and budget does not include the collection of new traffic counts.

Information will be collected regarding street system characteristics, existing transit services and planned transportation system improvements within the study area. Data collected by the city in support of any previous planning studies will also be obtained and reviewed during this task.

Existing Conditions

An assessment will be made of existing operating conditions and constraints within the city. PM peak hour levels of service will be quantified at the study roadway links. Existing traffic operational problems and congested areas will be identified. Existing transit service serving the city (Los Angeles County Metropolitan Transportation Authority [Metro] and any other relevant service) will be identified. The existing bicycle and pedestrian systems serving the city will be described. Existing conditions data and analyses from any other relevant traffic study previously conducted in the city will be incorporated into this task. This task assumes that the General Plan Circulation Element has already been prepared by City staff and is available as a resource for the transportation section of the EIR.

Impact Analysis

Forecast Future Traffic Conditions

The proposed approach to the traffic analysis for the City of Moorpark General Plan Update is to utilize the city's traffic model as the source for traffic projections with future projections limited to the following:

- **Future Base (no project) Conditions.** Future base conditions will include background traffic growth and anticipated cumulative developments throughout the city that would occur without the implementation of the proposed General Plan Update. It is anticipated that a standard list of future development projects to be used in this study will be provided by the city staff and the city's traffic model will be used to develop required traffic forecasts.
- **Traffic Forecasts with Project.** Traffic forecasts will be prepared for the proposed land use plan for use and incorporation into the EIR impact analysis.

Traffic Impact Assessment and Mitigation Measures

An assessment will be made of projected operating conditions, and traffic impacts will be identified for the proposed land use element to be quantitatively evaluated. This assessment will concentrate on impacts at the roadway links to be identified during project initiation (up to 20 roadway segments). Levels of service will be projected for the roadway

links. Significance of project impacts will be assessed in accordance with City of Moorpark criteria.

Mitigation measures to alleviate negative traffic impacts will be determined. Any unavoidable impacts will be identified.

Impact Analysis Documentation

A technical report will be prepared that presents the methodology, results and recommendations of the transportation impact analysis. The report will be submitted in draft form for review and comment and will be finalized after receipt of comments. The report will be suitable for use as an appendix to the EIR.

Response to Comments

Responses will be prepared to the public comments received on the draft EIR pertaining to traffic and transportation. The draft responses will be submitted to city staff for review and will be finalized upon receipt of city comments. The final responses will be incorporated into the final EIR.

Meetings

Fehr & Peers will attend up to two meetings during the course of the study (potentially including any combination of project team meetings, public scoping meetings, public workshops, community or neighborhood meetings, Planning Commission hearings, and/or City Council hearings).

Assumptions:

This proposal does not include preparation of preliminary geometric design drawings of any mitigation measures that may be proposed in the study.

This proposal includes attendance of Fehr & Peers personnel at up to two public workshops, meetings or hearings. If additional meetings are required, they could be arranged on a time-and-materials basis.

- **General Impact Categories**

To satisfy the requirements of CEQA Guidelines Section 15126, this section of the EIR will summarize the significant and unavoidable impacts (if any) that were identified in the Environmental Impact Analysis; the growth-inducing impacts of the project; and the significant irreversible environmental changes associated with the project.

- **Alternatives to the Project**

CAJA will prepare an analysis of alternatives to the project for inclusion in the EIR. The alternatives analysis will be crafted both to meet CEQA requirements and as a means to provide flexibility in terms of alternative scenarios to the Project. As stipulated in the RFP, it is anticipated that two alternatives will be developed in addition to the required "No Project" Alternative. These may include modified land use map changes or policy revisions. The alternatives analysis for traffic, air, and noise will be quantitative in nature to allow a thorough comparison of the impacts for these specific environmental topics. However, alternative impacts to all other environmental topics will be evaluated qualitatively.

The requirements for the alternatives analyses are based on the "rule of reason" as set forth in CEQA, and reflect the needs of each particular project site. Specific alternative schemes will be determined upon consultation with City staff. It is important to note that several recent court cases have been decided in California that can affect the scope of project alternatives in EIRs. The resulting court decisions have made the alternatives analyses in EIRs more vulnerable to legal challenges and, thus, modified the standards for such analyses. In general, the goal in identifying the range of alternatives should be to develop alternatives that can reduce any significant impacts associated with the proposed project to a less-than-significant level.

- **Preparers of the EIR and Persons Consulted**

This section will identify the lead agency staff, project applicant, EIR consultant and subconsultant staff, and all agency personnel consulted during the preparation of the EIR.

Deliverables: Six (6) hard copies and one (1) electronic (word) copy of the Administrative Draft EIR for review and comment.

Task 5: Prepare Draft EIR and NOA/NOC

Based on the City's comments, CAJA will revise the Administrative Draft EIR and will submit a Screencheck Draft EIR so that the City can confirm that all requested changes have been made. It

is anticipated that the comments of the Screencheck Draft EIR will focus on typographical errors, formatting, and other minor edits only.

Once the City staff have received and approved the Screencheck Draft EIR, CAJA staff will produce the Draft EIR for public review. CAJA will assume all reproduction and circulation responsibilities, including State Clearinghouse notification. The distribution list will be provided by the City. CAJA will also prepare the Notice of Completion (NOC) and Notice of Availability (NOA) pursuant to CEQA Guidelines Sections 15085 and 15087 using the City's preferred format, and will file and publish the NOC/NOA in accordance with City and State standard noticing procedures. Additionally, CAJA will coordinate with the City in providing web-ready documents for publication on the City's web site.

Should the City wish to coordinate the public circulation internally, CAJA will forward the required deliverables directly to the City.

Deliverables: Three (3) hard copies and one (1) electronic copy of the Screencheck Draft EIR for review and comment. Twenty-five (25) hard copies of the Draft EIR (includes 15 copies for submittal to the State Clearinghouse) and fifty (50) electronic copies on CD-ROM. Copies of the NOC/NOA as needed to fulfill the distribution.

Task 6: Attend Public Hearings on Draft EIR

CAJA will be available to present the findings of the Draft EIR at a public hearing during the 45-day review period. City staff will schedule the hearings, provide public notice, and prepare staff reports. CAJA will summarize the comments and identify topics not already addressed in the EIR. These hearings are assumed to be completed during the public review period. CAJA recommends that the City arrange for a court reporter to be present to record all comments.

Task 7: Prepare Administrative Draft Final EIR

CAJA staff will prepare responses to all written and oral comments received on the Draft EIR and will make any necessary changes to the Draft EIR resulting from comments. The Administrative Final EIR will include:

1. Introduction: Summarizes the project description, CEQA's requirements for the Final EIR, the chronology of the project's CEQA review process, and other related discussions of importance to the Lead Agency.
2. List of Commenters: Required by CEQA Guidelines Section 15132(c).
3. Corrections and Additions to the Draft EIR: The Final EIR will include additions and deletions to corrected pages shown in redline-strikeout.

4. Response to Comments: Contains responses to all written and oral comments received on the Draft EIR. For topics that are raised repeatedly in the comments, topical responses will be prepared and cross referenced as appropriate throughout the individual responses.
5. Mitigation Monitoring Program (MMP): CAJA will prepare the MMP using the City's preferred format to satisfy the requirements set forth in CEQA Guidelines Section 15097. The MMP will be responsive to AB 3180 and subsequent legal interpretation, and the implementation approach will be organized around the City's enforcement policies and procedures. In order to meet the requirements of AB 3180, the program will: 1) list project mitigation measures; 2) correlate the mitigation measures to the various governmental actions that the implementation of the project would require; and 3) identify other governmental offices or departments that would monitor the execution of the mitigation measures.

The extent of work necessary to complete the Administrative Draft Final EIR is dependent upon the amount and nature of comments that are received on the Draft EIR. We have included an estimate of approximately 150 hours for responding to comments. This estimate is based on receiving a moderate number of comments of average complexity. If new analysis, alternatives, or substantial project changes need to be addressed to adequately respond to comments, or if anticipated effort exceeds the budgeted amount because of the number or complexity of responses, a contract amendment will be requested.

Deliverables: Six (6) hard copies and one (1) electronic copy of the Administrative Draft Final EIR.

Task 8: Prepare Final EIR

After the City's review of the document, CAJA staff will address all City staff comments and will prepare and submit the Screencheck Draft Final EIR so that the City staff can confirm that all requested changes have been made. Once the Screencheck Draft Final EIR is approved by the City, CAJA will produce the Final EIR and deliver the required number of copies to the City. In accordance with CEQA Guidelines Section 15075, CAJA will prepare the NOD using the City's preferred format.

Deliverables: Twenty-five (25) hard copies and one (1) electronic copy of the Final EIR and Findings.

Task 9: Attend Public Hearings on the Certification of the Final EIR

Principal Curtis Zacuto (and other CAJA staff and subconsultants, as appropriate) will attend up to two public hearings on the Final EIR and will present the findings (if requested) to the decision-making bodies. Project team members will be available to answer questions.

Task 10: Attend Other Meetings

This scope of work includes attendance at one project team kickoff meeting, one public scoping meeting, one public hearing on the Draft EIR, and one public hearing on the Final EIR. Principal Curtis Zacuto (and other CAJA staff and subconsultants, as appropriate) can attend additional community meetings and/or additional meetings with City staff. Mr. Zacuto can be available to attend other meetings at a cost of \$800 per meeting based on the assumption of 4 hours (including travel and meeting time) at a rate of \$200 per hour. Other CAJA staff and subconsultants are available per their billing rates. The proposed budget allows for two additional meetings within this task.

Task 11: Project Management

CAJA staff will provide management and oversight of all technical subconsultants. CAJA's management will communicate, as necessary, with the EIR project team members and City staff to ensure compliance with the schedule, scope of work, and budget. The Project Manager will coordinate the team's work and provide management liaison between the project team and the City for communication of issues, transmittal of comments, financial management, and other project management matters, such as contract processing. This task also includes occasional status meetings and conference calls with City staff.

CAJA will communicate with the City at every step in the environmental review process to inform the City of any issues that may require efforts not anticipated in this scope of work. CAJA will provide the City with status updates on a monthly basis, or in the case of potential out of scope work, as soon as the need arises. The management approach described above allows regular interaction between the project team and City staff, and requires frequent information sharing among team members. This approach will foster efficient data acquisition and give City staff advance input on environmental findings and any potential out of scope work. Such participation will minimize environmental impacts and duplication of research efforts, improve the technical quality and accuracy of the environmental analysis, and ultimately assist in the preparation of a successful EIR. In the event out of scope work is anticipated, CAJA will notify the City and explain the rationale behind the anticipated work, but would not undertake that work until authorized by the City. In the interest of the schedule however, CAJA will also discuss methods of moving forward with the analysis until the additional work is authorized. Charges for out of scope work would be on a time and materials basis consistent with hourly rates as established in the project budget.

IV. PERFORMANCE SCHEDULE

CAJA proposes the following schedule to prepare the EIR for the proposed project (see Table 1 on page IV-2). As shown, CAJA anticipates the project will be completed within 36 weeks of receiving authorization to proceed.

V. SCHEDULE OF COSTS

CAJA proposes the following budget to prepare the EIR for the proposed project (see Table 2 on page V-3). As shown, the not-to-exceed budget for the proposed scope of services is \$149,490. CAJA's current fee schedule is as follows:

FEE SCHEDULE (Effective January 1, 2008)

HOURLY RATES

• Principal	\$200.00/hour
• Project Manager	\$175.00/hour
• Senior Environmental Planner	\$150.00/hour
• Environmental Planner	\$135.00/hour
• Biologist	\$125.00/hour
• Associate Environmental Planner	\$110.00/hour
• Graphics	\$75.00/hour
• Word Processing	\$50.00/hour

DIRECT EXPENSES

Direct expenses, including but not limited to those items presented below, will be billed at 110 percent of actual costs:

- Purchases of project materials.
- Technical subconsultants.
- Reproduction, printing and photographic costs.
- Postage, messenger and overnight mailing.
- Travel, telephone, Internet access and research fees and other miscellaneous costs.

The fees include costs for all for printing/reproduction, graphics, and other miscellaneous direct expenses. Should the scope of work or number of EIR sections increase or change, the City of Moorpark understands that the consultant fee could exceed this amount. Such changes include, but are not limited to, the following:

- Additional environmental impact categories added as a result of comments received from the public, governmental agencies and/or other interested parties during the scoping and Notice of Preparation period.
- Additional analysis required as a result of project modification or delays in receiving project materials.
- Changes and/or modifications in State CEQA Guidelines or legislation for preparation of EIRs.
- Additional environmental issues to be analyzed in the EIR based on letters submitted to the City in response to the Notice of Preparation.
- Additional hours required to complete the Final EIR or attend project meetings, public hearings or community meetings beyond that described in this proposal. The cost estimate for preparation of the response to public comments is our best estimate at this time. The cost estimate is based on a reasonable range of comments. If additional hours are required beyond the cost estimate to respond to comments raised, then CAJA will consult with City staff.
- Preparation of the response to comments assumes that the authors of the technical studies are available for preparation of response to comments. If these authors are not available, then CAJA will consult with City staff.
- Any changes to assumptions and/or understandings contained herein regarding preparation of the Draft and Final EIR.
- Such authorized additional services would be billed on a time and materials basis.

If a comparison of cost proposals of the competing consultants becomes the determining factor in your selection process, we would be willing to review and/or modify our price. Any changes to our cost proposal would be based on further discussion and negotiation between CAJA and the City of Moorpark and would include full disclosure of cost proposals from all consultants competing to prepare this EIR.

Table 2
Proposed Budget

Task	CAJA Staff										TOTAL HOURS	COST PER TASK	Total Cost
	Curtis Zacuto	Katrina Hardt-Holoch	Stacie Henderson	Bryan Chen	Scott Wintz	Shannon Lucas	David Benjamin	Word Processing					
Tasks													
Start Up and Scoping Tasks													
Task 1	4	8	8	0	0	0	0	0	2	0	22	\$3,550	\$6,450
Task 2	1	2	4	0	0	0	2	2	2	11	\$1,400		
Task 3	4	4	0	0	0	0	0	0	0	8	\$1,500		
Draft EIR Tasks													
Task 4	1	2	4	0	0	0	0	0	0	1	8	\$1,200	\$73,000
	1	2	6	0	0	0	0	0	0	1	10	\$1,500	
	2	8	16	0	0	0	0	0	0	1	27	\$4,250	
	1	1	4	0	0	0	0	0	0	1	7	\$1,025	
	1	16	4	0	0	0	2	1	24	24	\$3,800		
	1	2	4	50	0	0	0	1	58	\$8,700			
	1	2	0	0	0	24	2	1	30	\$3,750			
	1	2	8	0	0	0	2	1	14	\$1,950			
	1	2	10	0	0	0	1	1	15	\$2,175			
	1	2	10	0	0	0	1	1	15	\$2,175			
	1	2	10	0	0	0	1	1	15	\$2,175			
	1	24	4	0	0	0	2	1	32	\$5,200			
	1	2	0	0	50	0	1	1	55	\$8,175			
	1	12	6	0	0	0	0	1	20	\$3,250			
	1	2	24	0	0	0	1	1	29	\$4,275			
	1	6	0	0	0	0	2	1	10	\$1,450			
	1	2	24	0	0	0	1	1	29	\$4,275			
	1	2	2	0	0	0	0	1	6	\$900			
	2	6	24	0	0	0	0	1	33	\$5,100			
	1	1	0	0	0	0	2	1	5	\$575			
	4	8	20	0	0	0	2	5	39	\$5,600			
	4	4	0	0	0	0	0	0	8	\$1,500			
Final EIR Tasks													
Task 7	5	32	50	8	8	5	5	4	117	\$17,700	\$25,850		
Task 8	2	8	25	2	2	2	2	2	45	\$6,650			
Task 9	4	4	0	0	0	0	0	0	8	\$1,500			
Misc. Tasks													
Task 10	8	8	0	0	0	0	0	0	16	\$3,000	\$5,150		
Task 11	2	10	0	0	0	0	0	0	12	\$2,150			
Direct Expenses													
Reproduction, Mailing/Shipping, Mileage, Communications, Etc.													
10% Administrative Fee													
Total CAJA Costs													
\$112,650													
GRAND TOTAL													
\$336,840													

VI. PROGRAM MANAGEMENT

CAJA's project management approach is based on our understanding that each project presents a unique set of challenges based on the level of detail proposed in the project plans, available site-specific information, perceived public controversy, and proposed timing of project implementation. CAJA's overall approach to project management is based on clear communication. As the leader of the environmental team, CAJA will communicate all project milestones, issues, and pending processes with EIR project team members and City staff to ensure compliance with the schedule, scope of work, and budget.

Our experience in managing projects of large and small scale and complexity has shown that working meetings combined with "telecommunicating," including communicating via email and memorandum, provide the most effective type of communication. Through these avenues, the project manager will coordinate the team's work and provide management liaison between the project team and the City for communication of issues, transmittal of comments, and other project management matters.

The management approach described above allows regular interaction between the project team, City staff, and the other consultants; and it requires frequent information sharing among team members. This approach will foster efficient data acquisition and give City staff advance input on environmental findings. Such participation will minimize environmental impacts and duplication of research efforts, improves the technical quality and accuracy of the environmental analysis, and ultimately assists in the preparation of a quality and therefore, a technically accurate EIR.

We review all project communications and technical reports in a timely fashion to ensure that issues are recognized early in the process, communicated to appropriate parties, and an action plan formulated for resolving issues. This ensures that the environmental review focuses appropriately on environmental issues of most controversy and importance, that all environmental review is conducted to the highest standards and considers all appropriate environmental thresholds, and that all agency and public concerns are addressed appropriately.

Regarding specific issues related to scoping projects and estimating costs, CAJA's approach is to review the project description, background reports, and appropriate planning documents to determine the appropriate level of analysis and propose an efficient, cost-effective scope of work to complete the environmental review process. Our review and research will allow us to propose which environmental topics can be appropriately focused out and which topics should be fully analyzed. CAJA will review all project-related information and work with the City on the scope of work and budget.

Our expertise in scoping projects and communicating the potential budget requirements to adequately address tasks translates directly to efficient management of the project budget thereby avoiding cost overruns and unforeseen out of scope work. Research during the project initiation phase, will allow CAJA to propose a cost effective environmental review process at the beginning of the project.

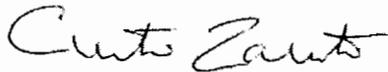
Additionally, our frequent team communications allows us to anticipate issue areas that could create schedule delays. Our expertise in this area will allow the project team to know when to move forward in the analysis to maintain the project schedule, what assumptions may need to be made to keep the project moving forward, and when to hold back on the analysis while certain project details are finalized. This expertise avoids duplication of effort and out of scope costs, while maintaining the overall project schedule.

VII. STATEMENT OF OFFER AND SIGNATURE

CAJA proposes a not-to-exceed budget for the scope of services of \$149,490. This proposal represents a firm offer for up to 60 days.

I certify that I am authorized by CAJA to contractually bind the company with this proposed scope of work. To discuss the proposed scope of work and budget please contact:

Curtis Zacuto, Senior Vice President
Christopher A. Joseph & Associates
Agoura Hills Office
30851 Agoura Road, Suite 210
Agoura Hills, CA 91301
Phone: (805) 782-9708 or (818) 735-8838
Fax: (818) 735-8858



Curtis Zacuto, Senior Vice President

Christopher A. Joseph & Associates



CURTIS ZACUTO

Senior Vice President

Experience Summary

Mr. Curtis Zacuto, Senior Vice President, has more than 20 years of diverse experience in planning and environmental analysis. Prior to joining CAJA, Mr. Zacuto was a Principal Planner with UCLA Campus Planning, where he determined the appropriate level of environmental documentation required for project approval and proactively incorporated environmental considerations during project formulation. Mr. Zacuto also acted both as project manager and principal writer at other environmental consulting firms for numerous CEQA projects, including mixed-use developments, residential subdivisions, institutions, hotels, master plans, and general plans. Mr. Zacuto's background in public sector planning and private consulting has resulted in a comprehensive understanding of the complex relationships between land use regulations, environmental impacts, and project implementation.

Project Experience

- Antelope Valley Enterprise Zone (EIR)
- California Lutheran University Master Plan (EIR)
- California NanoSystems and Engineering Facilities Plan (EIR)
- Century Landmark Condominium Project (EIR)
- City of Lancaster Master Environmental Assessment and General Plan (EIR)
- City of Sierra Madre Master Environmental Assessment and General Plan (EIR)
- City of South Pasadena (General Plan and EIR)
- Intramural Field Parking Structure (EIR)
- Luck Research Center and Related Facilities – LaKretz Hall (Addendum)
- Magnolia Avenue Condominium Project (EIR)
- Mountain Gate Residential Subdivision (EIR)
- NBC Studios Master Plan (EIR)
- Northwest Housing Infill Project (EIR)
- Oxford Avenue Apartment Project (EIR)
- Santa Monica Studios Master Plan (EIR)
- Southwest Campus Housing and Parking Project (EIR)
- UCLA Long Range Development Plan Update (Plan and EIR)
- Warner Bros Studios Master Plan (EIR)
- Acosta Athletic Training Center (IS/MND)
- UCLA Stunt Ranch (IS/MND)

Educational Background and Professional Affiliations

- M.U.R.P. (Master of Urban and Regional Planning)-California State Polytechnic University, Pomona
- B.A. in Sociology-University of California, Los Angeles
- American Planning Association-Former Vice President, Membership of the Los Angeles Section of APA
- Former editor of The Dispatch, newsletter of the Los Angeles Section of APA



STACIE HENDERSON

Senior Environmental Planner

Experience Summary

Ms. Stacie Henderson is responsible for completing a variety of written documents and associated fieldwork. Ms. Henderson assists staff in writing various sections, including Public Services, Utilities, and Alternatives analyses for environmental review documents; incorporating technical reports into documents, including Traffic, Hydrology, Geology, and Phase I Reports; and personally corresponding with a variety of public service and utility agencies. Ms. Henderson received a B.A. in Political Science from the University of California, Berkeley, a law degree from Loyola Law School, and is a member of the State Bar of California.

Project Experience

- Bellwood Lofts (EIR)
- LA Lofts Chinatown (EIR)
- District La Brea (EIR)
- Garden Grove Wal-Mart (EIR)
- KTLA Entertainment Center and Studio Expansion (Addendum)
- Marina Del Rey Tower (EIR)
- Paseo Plaza Hollywood (EIR)
- Ridgcrest Wal-Mart Supercenter (EIR)
- Shops at Santa Anita Park Specific Plan (EIR)
- Yucca Street Condos (EIR)
- Argyle Lofts (IS/MND)
- Aqua Vista Condominium Project (IS/MND)
- Bonnie Brae Apartments (IS/MND)
- Community Recycling & Resource Recovery (IS)
- Hotel Ray (IS/MND)
- Madame Tussauds Hollywood (Subsequent IS/MND)
- Red Oak Vermont (IS/MND)
- The Village at Tarzana (IS/MND)

Educational Background and Professional Affiliations

- J.D.-Loyola Law School
- B.A. in Political Science-University of California, Berkeley



BRYAN CHEN

Senior Environmental Scientist

Experience Summary

Mr. Bryan Chen is a Senior Environmental Scientist with over ten years of environmental consulting experience focusing on air quality analyses and human health risk assessments. Prior to joining CAJA, Mr. Chen served as a senior toxicologist at Tetra Tech EMI and was the lead risk assessor for Naval installations located in California. In addition, Mr. Chen was the air quality specialist for a number of private and public sector projects that utilized air quality tools such as HARP, ISCST3, and URBEMIS. Mr. Chen has a Bachelor's degree in Chemistry from Pomona College and a Master's degree from the Department of Geography and Environmental Engineering at Johns Hopkins University.

Project Experience

- Mammoth Crossing (EIR)
- Home Depot Sunland (EIR)
- La Cienega Elder Care Facility (EIR)
- Yula Boy's High School (EIR)
- Museum of Tolerance (EIR)
- World Oil (EIR)
- Community Recycling-Resource Recovery (EIR)
- Verduga Hills (EIR)
- Campbell Hall School Expansion Project (MND)
- Target at Sunset and Weston (MND)

Educational Background and Professional Affiliations

- Bachelor's Degree in Chemistry, Pomona College
- Master's Degree in Geography and Environmental Engineering, Johns Hopkins University



DAVID BENJAMIN

Graphics Specialist

Experience Summary

Mr. David Benjamin is the Graphics Specialist for the Southern California CAJA offices, working under the direction of Scott Johnson. Mr. Benjamin is responsible for maintaining graphics standards in the two Southern California offices. Based on several years' 3D modeling and Photoshop experience, he is responsible for creating photo-composite simulations, shade/shadow graphics, and training other staff members to assist in graphics production.

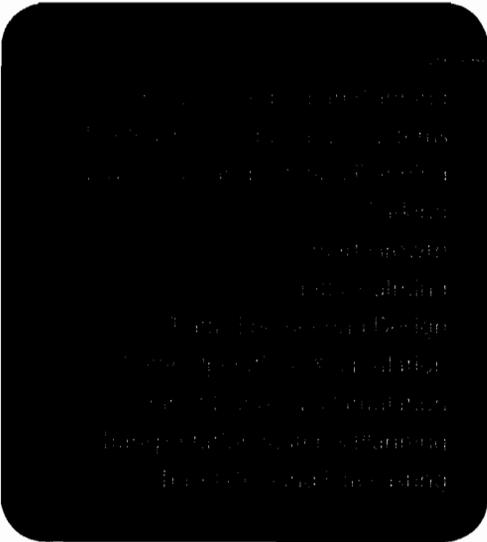
Project Experience

- Ambrose Venice (EIR)
- Caruso Arcadia (EIR)
- Continental-Bomel (EIR)
- DS Ventures (EIR)
- Dutra Haystack Landing, Petaluma (EIR)
- Garden Grove Walmart (EIR)
- Laguna Beach Village Entrance Project (EIR)
- Liberty Canyon (EIR)
- Paseo Plaza Hollywood EIR
- Platt Marina (EIR)
- Ridgecrest Walmart (EIR)
- Sears (EIR)
- Triangle Ranch (EIR)
- Vibiana Lofts (EIR)
- Wildlife Waystation (EIR)
- Yucca St. Condos (EIR)
- 1800 Argyle (IS/MND)
- Aqua Vista (Vogel Valley) (ISMND)
- Bonnie Brae (IS)
- Chinatown Gateway (ISMND)
- Hobart Blvd. (IS/MND)
- Madame Tussauds Hollywood (Subsequent IS/MND)
- Red Oak Vermont (IS/MND)
- Universal City (Universal Vision Plan) (IS/MND)
- Van Nuys Airport (IS)
- 9th & Flower Project (MMRP)
- Centre Street Lofts (MMRP)
- Siffin Panorama City Shade/Shadow Analysis
- SunCal Shade/Shadow Analysis
- Yucca Street (MMRP)
- Universal Vision Plan

Educational Background and Professional Affiliations

- B.A. in Music with a minor in English-University of California, Davis
- Courses in Traditional Art, 3D Animation & Modeling, and Sculpting-Cogswell College, Sunnyvale, California

FEHR & PEERS FIRM DESCRIPTION



Fehr & Peers specializes in providing transportation planning and traffic engineering services to public and private sector clients. We emphasize the development of creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation.

SPECIALIZED SERVICES

Rather than trying to offer a multi-disciplined approach, we choose to focus on being the best traffic engineering and transportation planning consulting firm. We offer specialized expertise in the following areas:

- Travel Demand Forecasting
- Traffic Operations and Simulation
- Intelligent Transportation Systems
- Traffic Calming
- Bicycle/Pedestrian Planning and Design
- Transportation Systems Planning
- Transit Operations and Simulation
- Land Use/Transportation Planning
- Smart Growth Planning
- Transportation Impact Analysis
- Traffic Engineering Design

Maintaining this singular focus on transportation enables us to provide state-of-the-practice expertise to our clients. We are nationally-recognized experts in these areas as evidenced by the fact that we routinely publish many professional papers, serve on national committees, and teach courses to others in the industry.

THOMAS P. GAUL
Principal

EXPERIENCE

Transportation Planning

Task manager for the Los Angeles County HOV Performance Program and the HOV System Integration Plan studies. Project manager for transportation elements of the Los Angeles Community Plan Update and Revision Programs, Glendale Downtown Strategic Plan, Redondo Beach General Plan update, Los Angeles County Congestion Management Program EIR, and Los Angeles EIR Manual. Project manager for development of the Oahu Regional Transportation Plan, Ewa Transportation Master Plan and North/South Road MIS, and Hawaii Statewide Plan. Managed development of transportation improvement programs for the Warner Center and Westwood/West LA areas of Los Angeles, the Tri-Cities area of Beverly Hills, Los Angeles and West Hollywood, and Waikiki, Hawaii. Conducted alternatives analysis for the Route 30 Freeway. Developed methodologies and computer software for statewide highway needs studies for Alabama and Arizona.

Transit Planning

Managed studies analyzing guideway and station impacts of the Honolulu Rapid Transit Program and the Northern San Gabriel-San Bernardino Valley Rail Transit Corridor. Participated in development of transit improvement plans for the islands of Hawaii, Kauai, and Maui, Hawaii. Assisted Kauai County with implementation of emergency Iniki Express bus system in the aftermath of Hurricane Iniki. Prepared transit development plans for various communities in Kern County, California. Evaluated proposed people-mover system in Mammoth Lakes, California. Assisted with the Union Station Transportation Plan and Metrorail station area plans in Los Angeles.

Traffic Engineering

Conducted numerous traffic impact, circulation and site access studies for residential, commercial, institutional, industrial, waterfront, recreation/entertainment and mixed-use developments throughout California, Arizona, Hawaii and Nevada. Conducted circulation studies for redevelopment projects in Bakersfield, Carlsbad, Inglewood and various areas of Los Angeles, California. Evaluated circulation options for downtown Phoenix, Arizona, as part of the Phoenix Municipal Government Center Master Plan. Prepared internal access plan for Playa Vista, a proposed large multi-use development in Los Angeles. Managed preparation of Caltrans Project Study Reports and/or Project Reports for SR 1 and SR 90 improvements in Los Angeles and I-5/Western and SR 134/San Fernando interchanges in Glendale. Conducted study of proposed Metrolink grade crossing closures in Glendale.

WORK EXPERIENCE

- Years of Experience – 24
- Years with Fehr & Peers – 22

EDUCATION

- Graduate Course Work, University of California, Berkeley, 1982
- Bachelor of Science, Civil Engineering, Massachusetts Institute of Technology, 1981

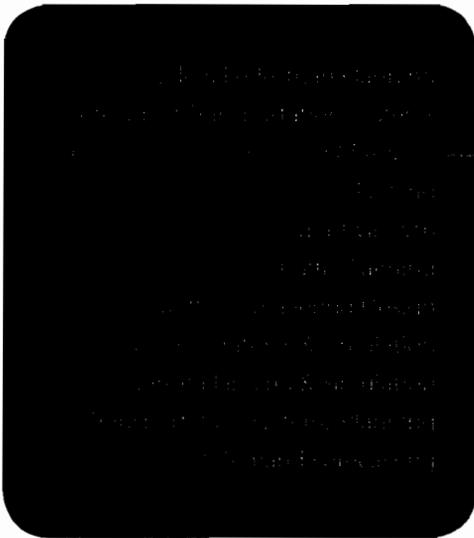
AFFILIATIONS

- Institute of Transportation Engineers

PUBLICATIONS

- *The Making of Iniki Express (The Kauai Emergency Bus System)*, 1993 ITE District 6 Annual Meeting
- *Warner Center: A Plan for the 21st Century*, 1993 ITE District 6 Annual Meeting
- *Planning in Motion: The 2030 Oahu Regional Transportation Plan*, 2006 ITE District 6 Annual Meeting

LAND USE & TRANSPORTATION PLANNING



Fehr & Peers prepares transportation plans with an emphasis on integrating land use decisions with transportation investments. We believe that the most effective transportation plans are those where transportation improvements provide desired operating conditions while also facilitating the location, pattern, and design of land use development. We have prepared the transportation elements of numerous general, comprehensive, and specific plans throughout the western United States. We work closely with public agency staff and planning/urban design firms to develop transportation solutions for these communities. Our services include:

- Opportunities/constraints analysis
- Data collection and analysis
- Travel demand modeling
- Traffic and transit operations analysis
- Policy development
- Transportation elements for general, comprehensive, and specific plans
- Alternatives analysis
- Transit, pedestrian and bikeway planning
- Public participation facilitation
- EIR/EIS transportation impact analysis

OUR ADVANTAGES IN TRANSPORTATION PLANNING FOR GENERAL, COMPREHENSIVE AND SPECIFIC PLANS:

Comprehensive Services - We have expertise in all modes of transportation planning, including state of the art modeling capabilities, specialized bikeway/trail planning, traffic engineering practices, and sophisticated simulation techniques. Our modeling capabilities include travel demand models that incorporate methods to quantify the effects of smart growth land use principles. Our balanced focus on all travel modes is reflected in our use of traffic simulation models and the use of transportation system performance measures such as person-delay and multi-modal LOS.

Pedestrian and Transit-Friendly Services - Fehr & Peers is at the forefront of neo-traditional and non-auto mode planning. We incorporate transit-oriented planning concepts into many of our specific and general plan projects.

Public Participation Services - We have a reputation for building a consensus among stakeholders with divergent interests. We support early public involvement, through workshops and public hearings. We have experienced great success in conveying transportation issues and tradeoffs, especially with the assistance of today's technology such as 3-D GIS models, visualization, and simulation.

DOWNTOWN MOBILITY STUDY – BOISE, ID

The purpose of this project was to develop a comprehensive approach to mobility within downtown Boise and for people traveling from, to, and through the downtown area. Project aspects included:

- An urban, pedestrian-oriented place characterized by ease of movement and freedom from congestion for people and manageable congestion for vehicles.
- A vibrant mix of uses including housing, offices, services, retail, restaurants, hotels, public spaces, and cultural, entertainment, research and learning opportunities.
- An interconnected, multi-modal system of transportation that sustains this character and connects downtown Boise to the larger region.
- Smooth connectivity between various activity centers within the study area such as the downtown core, the cultural district, State Capitol and state offices, Ada County Courthouse, Boise State University, Idaho Place/Idaho Water Center, St. Luke's Medical Center, 25th & Fairview park-and-ride, and proposed multi-modal stations through an effective transportation center.

The study recommendations included innovative ways to solve the negative impacts that usually accompany metropolitan growth, and to sustain a livable community now and in the future. It assured that the pattern of development and the transportation system integrate so that downtown Boise remains the heart of the community's social, cultural, business, governmental, and educational life, and provides a vital center to the region's economy.

DOWNTOWN MOBILITY AND ACCESS PLAN (DMAP) – DENVER, CO

The overall vision, goals, and desired outcomes associated with a Downtown Multi-Modal Access Plan focus on enhancing Downtown accessibility through the year 2025. Major components of the study include development of a comprehensive plan for vehicular, pedestrian, bicycle and transit access into and throughout Downtown Denver. Additional considerations include long-term land use planning, infrastructure improvements, and streetscape elements needed to ensure quality Downtown connections.

SACOG BLUEPRINT STUDY – SACRAMENTO, CA

Fehr & Peers developed a locally-valid means of predicting the effects of smart growth planning policies on reducing per-capita vehicle travel within the Sacramento Region. The work involved integrating the 4-D's (density, design, diversity, and destinations) into the SACMET model, as well as identifying other improvements that would make the model more sensitive to local smart growth initiatives.

BETTER NEIGHBORHOODS 2002 – SAN FRANCISCO, CA

Fehr & Peers was selected as a member of the transportation team to complete Specific Plans for three key areas within San Francisco: Central Waterfront, Market/Octavia (Central Freeway), and Balboa Park BART. Fehr & Peers worked collaboratively with City staff and other disciplines of the Better Neighborhoods team including urban design and economics. The work included more than 20 meetings in each neighborhood to develop and refine the Specific Plans. The transportation analysis for this project differed significantly from traditional transportation analysis. Some of the unique aspects were:

- A traffic impact analysis focused on reducing traffic impacts by encouraging non-auto travel
- Parking analysis that set maximum parking limits rather than minimum parking requirements
- Detailed assessment of transit accessibility and efficiency
- Detailed assessments of bicycle and pedestrian accessibility and convenience

Subsequent to completion of the Specific Plans, Fehr & Peers also prepared the transportation sections of the environment document for each Specific Plan.

URBAN AREA GROWTH MANAGEMENT PLAN – TRACY, CA

Fehr & Peers prepared the Circulation Element and the transportation sections of the Environmental Impact Report for the City of Tracy General Plan. The effort included an update to the Tracy citywide traffic model, public planning workshops, coordination with responsible agencies, transportation issues summary document, development of land use alternatives, urban design elements related to street and network standards and impact reduction, guidelines for context sensitive design and traffic calming, preparation of a multi-modal circulation element, and preparation of draft and final EIR.

EL DORADO COUNTY GENERAL PLAN – EL DORADO, CA

Fehr & Peers assisted El Dorado County to update its General Plan EIR and Traffic Impact Fee Program after the passage of a local traffic growth control measure, which was passed by almost 2/3 of County voters, and in light of a recent legal decision that determined the County's General Plan EIR was not adequate. Our role was to develop a new travel demand forecasting model for the County that is linked to the regional SACMET model. In addition, we tested various land use scenarios with this model to determine potential implications for the traffic impact fee program. Important issues addressed by our work included establishing new thresholds for what constitutes a significant traffic impact under CEQA, the potential impacts of development associated with existing entitled land, and the extent to which the County will be able to approve new development.

I-25/BELLEVUE TRANSIT-ORIENTED DEVELOPMENT – DENVER, CO

Fehr & Peers was part of a multi-disciplinary team for a 46-acre, 4.6 million square-foot transit oriented development located at I-25 and Bellevue in Denver, Colorado. The proposed project includes 1.8 million square feet of office, 336,000 square feet of retail space, and 1,320 dwelling units. The development will create a downtown urban core encompassing a future RTD Light Rail Station for the surrounding Denver Technological Center. Fehr & Peers' role includes the preparation of sophisticated trip generation assumptions based on state-of-the-art techniques applicable to multi-modal, mixed-use developments.

ENVISION UTAH TRANSIT ORIENTED DEVELOPMENT GUIDELINES MANUAL

Fehr & Peers was part of a multi-disciplinary team for this award-winning project sponsored by Envision Utah, which culminated in a published manual for TOD development and design standards for distribution throughout Utah. The project focused on developing TOD land use scenarios using the charrette process for several pilot locations in the Salt Lake Valley. This was followed by transportation analysis and recommendations to ensure the preferred scenarios could be implemented. These recommendations will form the basis for future TOD in the Salt Lake Valley. A second part of the project was to assist in developing the Manual for Envision Utah. The experiences from the pilot project sites provided the basis for many of the recommendations contained in the Manual.

TRANSIT-ORIENTED DEVELOPMENT - SOUTH SAN FRANCISCO, CA

Fehr & Peers provided consulting services regarding the traffic operational effects of modifying the proposed street cross-sections near the South San Francisco Bay Area Rapid Transit (BART) Station. Conceptual plans for a transit village near the station were developed to make the area more pedestrian-friendly. Key elements of the plan included reducing Mission Street from four to three lanes, reducing McLellan Extension from six to four lanes, reducing curb radii in many locations near the BART station, and adding traffic calming devices in the nearby neighborhood. Fehr & Peers completed the analysis of these proposed changes to ensure that adequate traffic operations would be maintained.



RECENT AND CURRENT PROJECTS AND CLIENTS

Campus/Institutional

- Carlthorp School Expansion, EIR, City of Santa Monica
- Chabad School Expansion, IS/MND, City of Los Angeles
- Colburn School of Performing Arts Expansion Project, IS, City of Los Angeles
- Corsair SMC, EIR, City of Santa Monica
- Crespi High School Expansion, EIR, City of Los Angeles
- CSUN Central Plant and Utilities Infrastructure I Project at California State, IS, Northridge
- De Anza Foothill Community College, EIR and EIR Addendum, City of Los Altos Hills
- FIDM, IS/MND, City of Los Angeles
- Los Angeles Trade-Tech College Parking Structure, Addendum, City of Los Angeles
- Los Angeles Trade-Tech College 30-Year Master Plan, EIR, City of Los Angeles
- Maimonides Academy Expansion, IS/MND, City of Los Angeles
- Maria Carillo High School, EIR, City of Santa Rosa
- Marlborough School Faculty Parking Lot, IS/MND, City of Los Angeles
- Marlborough School Expansion, IS/MND, City of Los Angeles
- Montgomery High School, EIR, City of Santa Rosa Schools
- Napa Valley College Master Plan, EIR, Napa Valley
- New Roads School, Peer Review, City of Santa Monica
- Santa Monica College Bundy Campus Master Plan, EIR, City of Santa Monica
- Santa Monica College Municipal Pool Replacement, EIR/EA, City of Santa Monica
- Santa Monica Liberal Arts Building Project, IS, City of Santa Monica
- Sonoma State University Offsite Housing, EIR, Sonoma State University
- Temple Israel, Focused EIR, City of Los Angeles

- UCLA Family Student Housing Redevelopment Project, EIR, West Los Angeles
- UCLA Northwest Campus Housing Project, EIR, West Los Angeles
- UCLA University Village Expansion Plan, EIR, West Los Angeles
- University Commons, EIR, City of Azusa
- Viewpoint School Modernization Project, EIR, City of Calabasas
- Wiseburn School District, IS/MND, El Segundo
- Civic Center Projects
- Chino Hills Town Center Project, EIR, City of Chino Hills
- Laguna Beach Community Senior Center, EIR, City of Laguna Beach
- Malibu Civic Center - La Paz Development Project, EIR, City of Malibu
- The Grand Avenue Project, EIR, City of Los Angeles

Commercial Projects (including office and medical buildings)

- 6904 Hollywood, IS/MND, City of Los Angeles
- 959 Seward Street, EIR, City of Los Angeles
- American Canyon Big Easy Car Wash, IS/MND, City of American Canyon
- Brentwood Park Project, EIR, City of Los Angeles
- Bristol Farms Retail Project, EIR, City of West Hollywood
- Burbank Media Studios North, Focused EIR, City of Burbank
- Camarillo Promenade Project, EIR, City of Camarillo
- CIM 1800 North Highland, IS/MND, City of Los Angeles
- Costco Inglewood, IS, City of Inglewood
- Garden Grove Wal-Mart, EIR, City of Garden Grove
- Gateway Chintatown, EIR, City of Los Angeles

- Gilroy Chinatown, LLC Shopping Center, IS/MND, City of Gilroy
- Hollywood and Highland Project, Addendum to the FEIR, City of Los Angeles
- Howard Hughes Center, IS/MND, City of Los Angeles
- Manchester-Vermont Village, IS/MND, City of Los Angeles
- Los Altos Drive-In Theater, EIR, City of Long Beach
- MBS-Taylor Yard, IS, City of Los Angeles
- Modified Hollywood Orange Building, Subsequent IS/MND, City of Los Angeles
- Murrieta Commons, IS/MND, City of Murrieta
- Olympic and Bundy Medical Park, EIR, City of Los Angeles
- Petaluma Deer Creek Plaza, EIR, City of Petaluma
- Plaza El Segundo Phase II, Subsequent EIR, City of El Segundo
- Price-Costco, EIR, Culver City
- Primestor El Zocalo, IS/MND, City of Los Angeles
- Ridgecrest – Walmart, EIR, City of Ridgecrest
- Sakioka Farms, EIR, City of Oxnard
- Santa Monica Chevrolet Auto Dealership, EIR, City of Santa Monica
- Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development, EIR, City of El Segundo
- Silverstein-Beverly Hills, EIR, City of Beverly Hills
- Suites at the L.A. Mart, IS/MND, City of Los Angeles
- Sunquest Business Park, IS/EA, City of Los Angeles
- Sunset & Vine, Addendum, City of Los Angeles
- Village Shopping Center, Addendum, City of Inglewood
- Walgreens Drug Store with Drive Through Pharmacy, IS, in San Pedro

- Walgreens North Hollywood, IS, City of Los Angeles
- West Covina Kmart, IS/MND, City of West Covina

Hotel/Motel (including mixed-use) Projects

- CIM Highland and Hawthorne, EIR, City of Los Angeles
- El Segundo Corporate Campus (Media Center), EIR, City of El Segundo
- Harbor Gateway Center Project, Addendum, City of Los Angeles
- Hollywood and Highland/Renaissance Hotel Renovation, Addendum, City of Los Angeles
- Hollywood & Vine, Addendum, City of Los Angeles CRA
- LAAFB Land Conveyance, Construction and Development Project, EIS/EIR, City of El Segundo
- Lake County – Cristallago, EIR, County of Lake
- Legacy-Hollywood, EIR Addendum, City of Los Angeles
- Lyndon Hotel, Categorical Exemption, City of Los Angeles
- Maguire 777 Figueroa, Addendum, City of Los Angeles
- Malibu Forge Lodge, EIR, City of Malibu
- Malibu Valley Inn and Spa, EIR, Los Angeles County (near the City of Calabasas)
- Metlox Development/Civic Center, EIR, City of Manhattan Beach
- Plaza El Segundo Phase II, Subsequent EIR, City of El Segundo
- Santa Monica Hotel, Viewshed Use Study, City of Santa Monica
- Sunset Millennium Project, Peer Review, City of West Hollywood
- Weston Doubletree, Expert Witness, City of Santa Monica

Other

- Auto Dealerships, Peer Review, City of Santa Monica
- California Hospital Medical Center Seismic Upgrade, EIR, City of Los Angeles
- City of Hope/"CITI" Building, IS/MND, City of Duarte

- Community Recycling-Resource Recovery, Focused EIR, City of Los Angeles
- Crobar Hollywood, MND, City of Los Angeles
- Dutra Asphalt and Aggregate Plant, EIR, Sonoma County
- FBO Van Nuys Airport, MND, City of Los Angeles
- Forest Lawn Memorial Park, Master Plan, City of Los Angeles
- Haun & Scott Industrial Project, EIR, County of Riverside
- Kinder-Morgan Tank Farm Project, EIR, City of Carson
- KTLA Studios Expansion Master Plan, Addendum, Hollywood
- Laguna Village Entrance, EIR, City of Laguna Beach
- La Habra Temporary Fire Station, IS, City of La Habra
- Laguna Beach Life Guard Headquarters, IS/MND, City of Laguna Beach
- Los Angeles Housing Ellis Act, IS/MND, City of Los Angeles
- Los Angeles Memorial Coliseum Project, EIR, City of Los Angeles
- Los Angeles Museum of the Holocaust, IS/MND, City of Los Angeles
- MTA's Self-Cleaning Public Toilets/Advertising Media Program, IS/MND, City of Los Angeles
- Niklor Chemical Manufacturing Plant, EIR, Kern County
- Panama Hotel, Categorical Exemption, City of Los Angeles
- Perris-Cross Dock Warehouse/Distribution Facility, EIR, City of Perris
- Pierce Brothers Westwood Memorial Park, IS/MND, City of Los Angeles
- Power Machinery, EIR, City of Oxnard
- Oxnard - Power Machine Industrial Project, Agricultural Study, City of Oxnard
- Quail Lake Cemetery, EIR, County of Los Angeles
- RMC Palo Alto, IS/MND, City of Palo Alto
- Spring Street Parking Structure, IS/MND, City of Los Angeles

- Stationer's Building, Supplemental EIR, City of Los Angeles
- Torrance Detention Basin, IS/MND, City of Torrance
- TreePeople, Preliminary Environmental Study, US DOT
- Troller-Mayer Land Reuse Project, IS/MND, City of Los Angeles
- Wilmington Town Lots, IS/MND, City of Los Angeles
- YWCA Downtown, IS/MND, City of Los Angeles

Plans/MEAs

- 12th Street Preferential Parking Zone, City of Santa Monica
- 1995/1996 City of Santa Monica Master Environmental Assessment Update, City of Santa Monica
- 1997/1998 City of Santa Monica Master Environmental Assessment Update, City of Santa Monica
- 2001/2002 City of Santa Monica Master Environmental Assessment Update, City of Santa Monica
- 2006 Revised Snowcreek Master Plan, EIR, Town of Mammoth Lakes
- Chinatown Redevelopment Project, EIR Addendum, City of Los Angeles
- City of El Segundo Circulation Element, City of El Segundo
- City of Glendora Historic Resources Project, Program EIR, City of Glendora
- Environmental Documents for Community & Specific Plan Updates, City of Los Angeles
- Fresno County Enterprise Zone, EIR, County of Fresno
- Hollywood Park Redevelopment Project, EIR, City of Inglewood
- Lancaster General Plan Amendments, EIR, City of Lancaster
- Light Manufacturing and Studio District, EIR, City of Santa Monica
- Mammoth Crossings, Specific Plan EIR, Town of Mammoth Lakes

- Mammoth Sierra Star, EIR, Town of Mammoth Lakes
- Pietra Del Sol Specific Plan, City of Los Angeles
- Santa Monica Civic Center Specific Plan, City of Santa Monica
- Santa Monica College Thresholds Manual, City of Santa Monica
- WDD South Figueroa Land Co (Figueroa and 12th Street), Transfer Plan, City of Los Angeles
- Residential and Commercial Mixed-Use Projects
- 8th and Grand Avenue, IS/MND, City of Los Angeles
- 9th and Flower Project South Park Mixed-Use Development, EIR, City of Los Angeles
- 11th and Hill, IS, City of Los Angeles
- 1800 North Argyle, IS/MND, City of Los Angeles
- 3670 Wilshire (Legacy), IS/MND, City of Los Angeles
- Adler Realty-Los Feliz (Hillhurst/Los Feliz), IS/MND, City of Los Angeles
- Astani-9th and Figueroa, IS/MND, City of Los Angeles
- Berkley-700 University Avenue Mixed-Use Project, Focused EIR, City of Berkeley
- Beverly Connection Project, IS/MND, City of Los Angeles
- Big Wave - San Mateo, EIR, County of San Mateo
- Blossom Plaza, IS/MND and EA, City of Los Angeles
- Bomel-KCOP Site, IS/MND, City of Los Angeles
- Bond-Hollywood Project, EIR, City of Los Angeles
- Capitol Records Property, EIR, City of Los Angeles
- Centre Street Lofts, IS/EA, City of Los Angeles
- CIM 4400 Sunset, EIR, City of Los Angeles
- CIM-Sunset and Vine, MND, City of Los Angeles
- Clarett Hollywood, EIR, City of Los Angeles

- Continental-Bomel, EIR, City of Los Angeles
- Cumpston/Lankershim, IS, City of Los Angeles
- Del Amo Fashion Center Phase II Mixed-Use Development, EIR, City of Torrance
- EIP-Wood Street, EIR, City of Oakland
- Furama Hotel Redevelopment Project, IS/MND, City of Los Angeles
- GE Development Sunset and Gordon, EIR, City of Los Angeles
- GE Development Wilshire Vermont, EIR, City of Los Angeles
- GTO Sunset, MND, City of Los Angeles
- Hollywood and Gower, EIR, City of Los Angeles
- Hollywood Passage, MND, City of Los Angeles
- Hollywood/Western, EIR, City of Los Angeles
- JSM McCormick II Mixed Use Development, IS/MND Addendum, City of Los Angeles
- JSM-Milano Project, IS/MND, City of Los Angeles
- LA Lofts Chinatown, EIR, City of Los Angeles
- Lot 114 (WDD), IS/MND, City of Los Angeles
- Marlton Square, IS/EA, City of Los Angeles
- Marouf Downtown Los Angeles, IS/MND, City of Los Angeles
- Monian-Figueroa Central, Addendum, City of Los Angeles
- Monterey Park Towne Centre, IS/MND, City of Monterey Park
- North Hollywood Commons, Addendum, City of Los Angeles
- Palazzo Westwood Project, FEIR, City of Los Angeles
- Parkside Tower Project, IS/MND, City of Los Angeles
- Paseo Plaza Hollywood, EIR, City of Los Angeles
- Siffin-Panorama City, EIR, City of Los Angeles

- Snyder Valley Plaza, EIR, City of Los Angeles
- Vibiana Lofts, IS/MND, City of Los Angeles
- Village at Tarzana, MND, City of Los Angeles
- Village Center Westwood, EIR, City of Los Angeles
- W&D Wilshire 3033 Wilshire, IS/MND, City of Los Angeles
- Wilshire Pacific-Hollywood, MND, City of Los Angeles
- Wilshire SeaGlass Townhomes, EIR, City of Los Angeles
- Zen Downtown, IS/MND, City of Los Angeles

Residential Multi-Family Projects

- 1133 South Hope Street Project, IS/MND, City of Los Angeles
- 130 Sepulveda Boulevard, IS/MND, City of Los Angeles
- 2055 Avenue of the Stars Condominiums, EIR, City of Los Angeles
- 8th and Grand, IS/MND and EIR, City of Los Angeles
- 860 Highland Association - Hollywood, MND, City of Los Angeles
- Ardmore Heights Apartments, Categorical Exemption, City of Los Angeles
- Avalon Bay Del Rey Apartments, EIR, City of Los Angeles
- Bedford Hills Condominiums, EIR, County of Los Angeles
- Bellwood Lofts, EIR, City of Los Angeles
- Bonnie Brae Apartments, IS/MND, City of Los Angeles
- Capital Foresight, IS/MND, City of Los Angeles
- Casden Park La Brea, IS/MND, City of Los Angeles
- DS Ventures - Woodland Hills, EIR, City of Los Angeles
- Euclid Avenue Disabled Housing/Public Neighborhood Park Project, IS/EA, City of Santa Monica

- Franklin Apartments, Focused EIR, City of Los Angeles
- Gateway Chinatown, EIR, City of Los Angeles
- Gilroy Miller Avenue Project, IS, City of Gilroy
- Hanover Downtown Project, IS, City of Los Angeles
- Hanover Westwood, IS/MND, City of Los Angeles
- Hobart Boulevard, IS/MND, City of Los Angeles
- Inglewood Senior Center, IS/EA, City of Inglewood
- James Wood Apartments, Categorical Exemption, City of Los Angeles
- JPI Hollywood, IS/MND, City of Los Angeles
- JSM Vineland Apartments, IS/MND, City of Los Angeles
- Lyndon Hotel, Categorical Exemption, City of Los Angeles
- Magnolia Avenue Condominium Project, EIR, City of Los Angeles
- Manatt-Akoya West, IS/MND, City of Los Angeles
- McCadden Place Housing Project, IS/MND, City of Los Angeles
- Nicholson-Watt, EIR, City of Los Angeles
- Olson - Santa Fe Springs, IS/MND, City of Santa Fe Springs
- Oxford Avenue Apartment Project, EIR, City of Los Angeles
- Patriot Cahuenga, IS/MND, City of Los Angeles
- Red Oak, IS/MND, County of Los Angeles-Torrance
- Sylmar – Merco, MND, City of Los Angeles
- Tennessee Avenue Lofts, IS/MND, City of Los Angeles
- Tentative Tract Map No. 5440, IS/ND, City of Thousand Oaks
- W&D Wilshire, IS/MND, City of Los Angeles
- Wilcox Condos, IS/MND, City of Los Angeles

- Wilshire Boulevard Condominium Project, EIR, City of Los Angeles
- Woodbridge Wilshire Condominium Project, EIR, City of Los Angeles

Residential Subdivision Projects

- 801 Fassler Ave - The Prospects, EIR, City of Pacifica
- Bee Canyon Residential Development, EIR, Los Angeles County
- Bisno - San Pedro Residential Development, EIR, City of Los Angeles
- Gilroy Masoni Orchard Subdivision, IS, City of Gilroy
- Health Structures/Holy Cross Residential Subdivision, EIR, City of Los Angeles
- KB Homes-Monterey Hills, IS, City of Los Angeles
- Liberty Canyon Project, EIR, City of Calabasas
- Pacifica-Gypsy Hill, EIR, City of Pacifica
- Palmer-Del Valle, EIR, County of Los Angeles
- Petaluma Davidon Homes, EIR, City of Petaluma
- Rockville Trail Estates, EIR, County of Solano
- Santa Fe Springs Townlots Subdivision, EIR, City of Santa Fe Springs
- Silverlake Red Car Development, IS/MND, City of Los Angeles
- The Keystone, EIR, City of Santa Clarita
- Thomas Subdivision, EIR, San Mateo County
- Triangle Ranch, EIR, unincorporated Los Angeles County (Calabasas area)
- Verdugo Hills Project, EIR, City of Los Angeles

SPECIALIZED ANALYSES

Air Quality Analyses

- Agoura Hills Design Center, Air Quality Study, City of Agoura Hills
- HQ Development - Agoura Oaks Plaza, Air Quality Study, City of Agoura Hills
- Robinson Ranch, Air Quality Study, City of Santa Clarita

Biological Resource Analyses

- 11130-11160 Oro Vista, Biological Inventory, City of Los Angeles
- 6701 Portshead, Biological Inventory, City of Malibu
- Adel-Malibu Restoration, Strategic Assistance, City of Malibu
- Ashai Design Biology, Biological Inventory, Rancho Palos Verdes
- Biological Inventory for 0.15-acre Property located at 31634 Sea Level Drive, City of Malibu
- Biological Inventory for 1-acre Property located at 31361 Pacific Coast Highway, City of Malibu
- Biological Inventory for 1.5-acre Property located at 6130 Galahad Road, City of Malibu
- Habitat Assessment/Biological Walkover (Southeast Corner of Florida Ave. and Palm Ave.), City of Hemet
- HQ Development - Agoura Oaks Plaza, Biological Inventory, City of Agoura Hills
- Malibu Bio -Jeff Lane 3250 Serra Road, Biological Inventory, City of Malibu
- Mira Loma, Biological Inventory, County of Riverside
- Northrop Biota, Biological Inventory, City of Palmdale
- Oak Tree Survey for Malibu Valley Inn and Spa, Los Angeles County (near the City of Calabasas)
- RMC Antioch, Biological Inventory, City of Antioch

GIS Analyses

- Fresno County Enterprise Zone Application

- Defined an area of rural Fresno County that qualified under the California State Enterprise Zone Program
- Selected census areas based upon demographic thresholds
- Imported, digitized and reclassified zoning data
- Calculated areas and percentages categorized by zoning designation
- Exported address and street ranges contained in the Enterprise Zone
- Solano Rockville Trails Estates – Wastewater Disposal Area
- Defined an area for wastewater disposal
- Quantified acreage categorically
- 6701 Portishead Malibu Plant Communities
- Digitized plant communities based upon biologist's site study and aerial photo
- Oro Vista Sensitive Species Habitat
- Analyzed sensitive plant, animal and habitat species within a specified buffer distance from the project site

Historic Analyses

- 1060 S. Broadway, Historic Analysis, City of Los Angeles
- 2323 La Mesa, Historic Analysis, City of Santa Monica
- 6904 Hollywood, Historic Analysis, City of Los Angeles
- Alexandria Hotel, Historic Analysis, City of Los Angeles
- Bronson – LA Housing Pt., Historic Analysis, City of Los Angeles
- Hanover Wilshire Historical, Historic Analysis, City of Los Angeles
- Los Angeles Community Design Center, Historic Analysis, City of Los Angeles
- Lyndon Historical, Historic Analysis, City of Los Angeles
- MM-1645 Gower, Historic Analysis, City of Los Angeles

- Old Pasadena NRHD, Historic Analysis, City of Pasadena
- Palisades Beach Road, Historic Analysis, City of Santa Monica
- Sieroty Building, Historic Analysis, City of Los Angeles
- Spaulding Square, Historic Analysis, City of Los Angeles
- Sunset-Highland, Historic Analysis, City of Los Angeles

Mitigation Monitoring and Reporting Program

- 9th and Flower, MMRP, City of Los Angeles
- Beverly Connection, MMRP, City of Los Angeles
- Centre Street Lofts, MMRP, City of Los Angeles
- Wilshire Comstock, MMRP, City of Los Angeles
- Yucca, MMRP, City of Los Angeles

Noise Analyses

- Anoush Restaurant, Noise Study, City of Glendale
- Centex Homes Fusion, Noise Study, City of Hawthorne
- Centex Tract 4862, Noise Study, City of Thousand Oaks
- Centex Tract 5377, Noise Study, City of Thousand Oaks
- City College, Noise Study, City of Los Angeles
- Decron- Hawaiian Gardens, Noise Study, City of Hawaiian Gardens
- Los Angeles City College Swap Meet, Noise Study, City of Los Angeles
- Palmdale 47th Street, Noise Study, City of Palmdale
- Robinson Ranch Estates, Noise Study, City of Santa Clarita

Shade/Shadow and Visual Simulation

- 10000 South Santa Monica Boulevard, Shade/Shadow Study, City of Los Angeles
- Glenoaks Solar, Solar Report, City of Los Angeles

- RSA-The Glen, Shade/Shadow Study, City of Los Angeles
- Suncal Century City, Shade/Shadow Study, City of Los Angeles
- Travel Lodge Santa Monica, Visual Simulations, City of Santa Monica

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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.